

## Installation, Repairs and Maintenance Policy

### Sunless Australia Repairs and Maintenance Policy

#### 1. Purpose

- 1.1 Sunless Australia Pty Limited ACN 658 319 914 (**Sunless** or **we**) seeks to provide high quality, efficient, and consistent repairs and maintenance services to our customers (**Customer** or **you, your**).
- 1.2 This policy describes how Sunless Australia manages installation of, and repairs and maintenance to, machines (**Machine**) purchased by our Customers.
- 1.3 In accordance with the Purchase Order Terms and Conditions (**Terms**), the Customer agrees that the installation of Machines and all and repairs must be performed by an employee, contractor or other technician approved by Sunless (**Approved Technician**). If you do not have your Machine installed or repaired by an Approved Technician, the limited warranty provided under the Terms will be void.

#### 2. Installation

- 2.1 Sunless will contact you directly to arrange a date for the installation of the Machine at your premises.
- 2.2 The Customer must procure the consent from the owner of the Premises to the Approved Technician attending the Customer's premises to install the Machine and must provide a copy of the consent if we ask for it.
- 2.3 You are responsible for ensuring the construction of building to house the Machine is adequate and suitable for installation of the Machine and the supply of utility services such as internet, water, air and electricity, at your cost. The Customer warrants that it has made independent enquiries as to suitability of the building and associated costs prior to ordering the Machine.
- 2.4 The Customer is responsible for ensuring that all site works, including electrical and civil works have been carried out in accordance with our written instructions and the Equipment Manual which we will provide access to you prior to installation and delivery.
- 2.5 If any additional works are required prior to or during installation of the Machine or the premises are not ready for the installation of the Machine on the agreed date for installation, Sunless:
  - (a) reserves the right to re-schedule the installation to a later date based on the availability of Sunless' installer; and
  - (b) if the delivery and installation is rescheduled, will charge a minimum fee of \$1,500 for the failed delivery (**Minimum Fee**); and
  - (c) may charge the Customer an additional fee if the additional works or the delay result in additional costs to Sunless (**Additional Fee**).
- 2.6 The additional fee will be the actual costs we incur, calculated based on our fee schedule and we will notify the Customer of any additional fees before carrying out any additional works.

- 2.7 The Customer or an authorized representative of the Customer must be present for the delivery and installation of the Machine and must observe the Machine operating as per the specifications. If you or your authorized representative are not present for any reason, you must notify us within 24 hours of the date of installation if the Machine is not functioning properly otherwise, we will deem the delivery and installation of the Machine as complete.

### 3. Repairs and Maintenance

#### Reporting

- 3.1 If the Customer requires any repairs or maintenance to their Machines, the Customer must contact Sunless' Technical Support Team at 1800 960 010, or tech.aus@sunlessinc.com. as soon as possible after becoming aware of the issue (**Support Request**).
- 3.2 It is the Customer's responsibility to:
- (a) make a Support Request promptly.
  - (b) provide sufficient details in the Support Request to assist Sunless in attempting to resolve the issue.
- 3.3 Sunless will review each Support Request that is received and use commercially reasonable endeavours to service the Support Request within a reasonable time frame.
- 3.4 Sunless will respond to your Support Request within a reasonable time frame and will contact you to arrange an Approved Technician to attend the Customer's premises to inspect and repair the Machine.

#### Cost of Repairs

- 3.5 Your Machines or certain electrical or mechanical Machine parts may be covered by the consumer guarantees under the Australian Consumer Law, the Limited Warranty set out in the Purchase Order Terms and Conditions or the 2<sup>nd</sup> Year Parts Protection Plan.
- 3.6 Unless otherwise covered under a warranty, Sunless will be entitled to charge the Customer a fee to arrange for an Approved Technician to attend the Customer's premises in response to a Support Request.
- 3.7 Unless stated otherwise, Sunless will charge the fees at a standard hourly rate which will be notified to the Customer by Sunless prior to attendance (**Service Fees**) to arrange for an Approved Technician to attend the Customer's premises to inspect and undertake repairs.
- 3.8 An additional hourly rate for attendance outside of regular business hours (which are Monday to Friday (other than public holidays) between 9:00am and 4:00 pm) will apply which will be notified to the Customer prior to attendance.
- 3.9 Sunless will issue a tax invoice to the Customer for Service Fees and the Customer must arrange payment of the invoice in accordance with the payment terms on the invoice.