Hardware Fund Terms and Conditions

These terms and conditions ("Terms") govern the Hardware Fund provided to customers ("Customer") by DF Communications ("DF") under a Product Agreement solely for the purpose of acquiring Equipment or Services offered by DF. These Terms are independent and prevail over any conflicting provisions in DF Communications' standard Terms and Conditions.

1. **Commencement and Duration**: The Hardware Fund begins on the date of the Mobile contract Agreement's execution and remains active as long as Services are supplied under the Agreement or until the Fund is fully utilised.
2. **Nature of Hardware Fund**: The "Hardware Fund" represents a specified credit amount outlined in the Proposal Agreement. This credit can be used exclusively to procure Equipment or Services from DF Communications during the contract period. Availability is subject to DF's standard price lists or service quotations if not explicitly stated in the Agreement.
3. **Exclusions**: DF Communications reserves the right to exclude certain Equipment or Services from eligibility under the Hardware Fund.
4. **Restrictions on Use**: The Hardware Fund cannot be applied towards termination or cessation fees, converted into credit notes, or used to offset recurring invoices.
5. **Product Services Hardware Fund**: If included in the Proposal Agreement, the Hardware Fund is contingent upon the fulfilment of all services specified in the Product Agreement. Failure to meet contracted service levels may result in a pro rata reduction of the Fund's value.
6. **Incremental Services**: Additional eligible services beyond those specified in the Proposal Agreement do not increase the Hardware Fund allocation.
7. **New Equipment**: Unless otherwise instructed, all Equipment purchases will be deducted from the Hardware Fund. If the Fund balance reaches zero, further Equipment purchases will no longer qualify for Fund use and must be fully paid for.
8. **Statement of Account**: A statement detailing fund balance, dispatched Equipment and completed Services can be provided upon request.
9. **Change of Circumstance**: Should the Customer transfer Service provision to another DF Communications Provider during the Product Agreement term, DF may forfeit the Customer's rights to the Hardware Fund. Any Equipment or Service purchased after migration may be invoiced in full.
10. **Termination**: Upon termination or expiration of the Product Agreement, or if DF receives a cancellation request for 75% or more of associated services, the Hardware Fund will cease to be available. DF reserves the right to invoice in full for any Equipment or Service if terminating.
11. **Rollover**: Unutilised portions of the Hardware Fund at the end of the initial Proposal Agreement term may, upon written agreement and approval by DF Communications, be rolled over into a new Product Agreement or renewal term.