

Hardware Specific Terms



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1. Introduction

- 1.1 This Hardware-Specific Terms document contain the product-specific terms for CSL's hardware-based products.
- 1.2 This portfolio of products is designed to offer solutions for connectivity requirements across multiple sectors. This range of products provides CPE with a mix of broadband, mobile and satellite connectivity, with flexibility on support and management to best fit customer use cases and requirements.
- 1.3 Each CSL product consists of:
 - a) CPE, such as routers, satellite terminals and alarm signalling equipment;
 - b) one of more of the following connectivity paths:
 - i. CSL SIM (including rSIM);
 - ii. CSL Broadband; and
 - iii. CSL Satellite.
- 1.4 The technical specifications for each hardware component are set out in data sheets which are available on CSL's website. The terms relating to the connectivity component of each product are set out in the Connectivity Service Description document.
- 1.5 If a product is described as "managed" then CSL's service management is also provided. This is described further in the Service Management document.
- 1.6 If a product is delivered using specific Incoterms then references to "delivery" mean the point of delivery under those Incoterms.

2. Customer Premises Equipment (CPE)

- 2.1 Each CSL Managed Product includes the provision of CSL pre-configured CPE (such as a router or satellite terminal) to an address specified by the Customer.
- 2.2 If the Managed Product includes:
 - a) CSL SIM connectivity, the CPE will be shipped pre-fitted with an active SIM card(s); or
 - b) CSL Satellite connectivity, the CPE will be shipped with an associated airtime package linked to it that has been agreed with the Customer in advance.
- 2.3 CPE will be shipped with factory CPE configuration unless a specific configuration has been agreed with the Customer in advance as part of the design activities.

- 2.4 Unless CSL has expressly agreed to perform on-site installation services, it is the responsibility of the Customer to carry out all CPE installation and configuration activities in accordance with any installation guidelines provided by CSL and/or the CPE manufacturer, including any power requirement and ancillary items such as a high-gain antenna.

3. SIMs

- 3.1 Risk of loss or damage to SIMs shall pass to you on delivery.
- 3.2 SIMs are supplied to CSL under license from communication providers and will (unless otherwise expressly agreed in writing) at all times remain the property of CSL or the communication provider.

4. Purchased Equipment

- 4.1 Risk in Purchased Equipment shall pass to the Customer on delivery.
- 4.2 Title to each item of Purchased Equipment shall vest in the Customer upon full payment for the item. CSL reserves the immediate right of repossession of any Purchased Equipment which has not been paid for to which CSL has retained title. The Customer hereby grant, and shall use all reasonable endeavours to procure that any third party which holds such Purchased Equipment shall grant, an irrevocable right and licence to CSL's employees, agents and contractors to enter all or any premises where Purchased Equipment is stored without prior notice to inspect the Purchased Equipment or to recover it.

5. Bundled Equipment

- 5.1 Note that Bundled Equipment is also sometimes referred to as "Loaned Equipment" or "Hired Equipment".
- 5.2 Risk in Bundled Equipment shall pass to the Customer on delivery.
- 5.3 Title to Bundled Equipment shall remain with CSL at all times. The Customer shall not sell or offer for sale, assign, mortgage, pledge, underlet, lend or otherwise deal with the Bundled Equipment. The Customer shall keep the Bundled Equipment in its possession or control and will not allow any lien or other encumbrance to be created in or over the Bundled Equipment. The Customer shall not remove or alter any labels identifying Bundled Equipment as belonging to CSL.
- 5.4 CSL will ensure that any Bundled Equipment is in good working condition immediately prior to delivery to the Customer. If there is any problem with the Bundled Equipment on delivery, the Customer shall notify CSL of the problem and CSL shall use reasonable endeavours to promptly fix the problem or replace the relevant Bundled Equipment, as it reasonably deems appropriate. CSL reserves the right to supply alternative Bundled Equipment provided it shall have equivalent functionality in all material respects.
- 5.5 The Customer shall only use the Bundled Equipment for its intended purpose and shall comply with all applicable laws and regulations. The Customer shall take good care of the Bundled Equipment and keep it in good condition (fair wear and tear excepted).

- 5.6 Unless otherwise agreed in writing it shall be the Customer's responsibility to return any Bundled Equipment to CSL on termination of the service at the Customer's cost within 5 Business Days. Any Bundled Equipment must be returned in the same condition as it was at the start of the relevant minimum term period, fair wear and tear excepted. CSL reserves the right to charge the Customer (i) the then-current full list price of the Bundled Equipment if the Customer fails to return the Bundled Equipment to CSL at the end of the service and/or (ii) for any damage to the Bundled Equipment whilst in the Customer's possession.
- 5.7 Where Bundled Equipment is being returned by the Customer such return is at the Customer's risk and expense and the Customer shall be liable for loss and damage to the Bundled Equipment until it is received at CSL's premises.

6. Acceptance

- 6.1 The Customer must notify CSL within 5 Business Days following delivery of any missing, incorrectly delivered, incorrect specification, or otherwise not-as-ordered item of Equipment or SIMs, or which are either in damaged packaging or are visibly damaged.
- 6.2 Where SIMs or Equipment can be returned to CSL by the Customer, it must be made available for collection at a time which is mutually convenient insofar as possible. You must act reasonably in complying with a request by CSL to collect SIMs or Equipment at a particular time.

7. Equipment Warranty

- 7.1 **Bundled Equipment** - unless otherwise stated on the CSL website, CSL will provide a return-to-base warranty that the Bundled Equipment will be free from material defects in materials and workmanship under normal use and service for 5 years from the date of first supply. After this date the Customer may be required by CSL to upgrade to an alternative product at an additional cost. Any faulty Bundled Equipment must be returned to CSL by the Customer at the Customer's expense.
- 7.2 **Purchased Equipment** - CSL will provide a return-to-base warranty that the Purchased Equipment will be free from material defects in materials and workmanship under normal use and service from the date of sale (i) in respect of satellite terminals, for 1 year and (ii) in respect of all other equipment, for 2 years. Extended warranties may be available at additional cost. Any faulty Purchased Equipment must be returned to CSL by the Customer at the Customer's expense. The warranty does not cover accidental or deliberate damage, for example but not limited to mechanical trauma (e.g. dropping, spillages etc.), electrical trauma (e.g. mains/line surges, lightning, mis-connection/shorting). Out of Warranty repairs will incur additional charges. CSL will where practicable provide a quotation for the repairs required and will require approval from the Customer before proceeding with the repair.
- 7.3 The warranties in paragraphs 7.1 and 7.2 do not apply to: (i) damage caused by alteration, repair, adjustment by someone other than CSL or incorrect installation; (ii) damage caused due to accident, misuse or abuse; (iii) damage caused due to normal wear and tear; (iv) damage caused due to use of parts or components not supplied or intended for use with the Equipment or Services.

8. Fault Management

- 8.1 For managed products the fault management process is set out in the Service Management document.
- 8.2 For un-managed products the Customer is responsible for the troubleshooting and management of the CPE using the CPE manufacturer's own support services where needed.
- 8.3 If the Customer has purchased the CPE outright it is the responsibility of the Customer to procure and hold spare CPE. In the event that CPE has been found faulty through a reported incident, the Customer shall be responsible for visiting the relevant site to replace the faulty CPE with one of its own spares.
- 8.4 Where CSL is providing the CPE as Bundled Equipment:
- on conclusion by CSL that the CPE is faulty and requires replacement, CSL will ship a replacement unit to the Customer with the same configuration as that of the faulty unit;
- a) on conclusion by CSL that the CPE is faulty and requires replacement, CSL will ship a replacement unit to the Customer with the same configuration as that of the faulty unit;
 - b) the faulty unit must be returned to CSL by the Customer at the Customer's expense for examination and testing within 5 working days of the Customer receiving the replacement unit; and
 - c) replacement CPE may consist of a different hardware model but will be of equivalent specification to the failed unit.
- 8.5 Unless expressly agreed in writing otherwise CSL does not provide:
- a) repair or maintenance of Customer devices;
 - b) repair or maintenance of cellular signal coverage to the Customer site; or
 - c) on-site installation, repair or maintenance of the CSL-supplied CPE;

9. Customer Responsibilities

- 9.1 The Customer either itself or acting through its subcontractor (if applicable) will:
- a) be responsible for any work required to install and commission the CPE at the site;
 - b) install and maintain in good working order the CPE (including any SIM Cards) in accordance with any instructions provided by CSL or the third-party communication network provider;
 - c) will carry out signal strength surveys and take due account of the wireless signal strength available at an end user's premises prior to ordering products from CSL;
 - d) take appropriate measures when positioning aerials, cellular and satellite equipment to ensure the correct operation of the Connection component of any

product. Obtaining suitable signal strength may require the use of extension cabling and/or higher gain aerials; and

- e) if CSL has expressly agreed to carry out any installation or deinstallation services at a site, ensure that an engineer has all necessary access to the site to carry out those services safely.

9.2 Customer must dispose of CPE in accordance with all applicable laws (including the Waste Electrical and Electronic Equipment Regulations).

10. Definitions

10.1 Capitalised terms in this document shall have the same meanings as in the CSL General Terms and Conditions and in addition the following terms shall mean:

Connection	means the provision of a communications path to the Customer, whether fixed, mobile or satellite and using any communications technology.
CPE	means customer premises equipment; CPE can be either (a) purchased outright ("Purchased Equipment") or (b) provided as part of the Service ("Bundled Equipment")
PSTN	means the Public Switched Telephone Network
Purchased Equipment	means CPE that is purchased outright by the Customer and is not Bundled Equipment
Bundled Equipment	means CPE that is supplied (i) as part of a connection service to a network or (ii) expressly identified by CSL on its website as being supplied as part of the Services. Bundled Equipment is also referred to as "Loaned Equipment" or "Hired Equipment".
Service	means the service provided by CSL