

# **BT Master Services Agreement**

## **Installation of BT Provided Equipment - Service Annex to the Equipment and Ancillary Services Schedule**

BT MSA Reference No. \*\*\_\*\*\*\*\_\*\*\*\*

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1. Installation charges which will be specified on the Order.
2. Following installation BT will test the BT Provided Equipment to ensure that it is ready for use. Acceptance of the BT Provided Equipment by the Customer will take place on the earlier of:
  - (a) the date when BT notifies the Customer that the BT Provided Equipment has passed BT's tests; or
  - (b) the date when the Customer begins to use the BT Provided Equipment.
- 3 **Warranty**
  - 3.1 If during the period of 12 months, or a period of 90 days for any Software, (or any other period notified to the Customer by BT) from Acceptance where BT has installed the BT Provided Equipment, BT is notified of a fault in the BT Provided Equipment which is due to faulty design, manufacture or materials, or the negligence of BT, BT will where necessary by arrangement with the Equipment Manufacturer and/or the Customer, return or (at BT's option) repair the faulty part or in the case of new wiring restore it to effective use free of charge provided that:
    - (a) the BT Provided Equipment has been properly kept, used and maintained in strict accordance with the Equipment Manufacturer's or BT's instructions, if any, and has not been modified except with BT's consent;
    - (b) the fault is not due to accidental or wilful damage (including lighting and electrical damage); interference with or maintenance of BT Provided Equipment by persons other than BT;
    - (c) if BT Provided Equipment has been manufactured to the Customer's design, the fault is not due to faulty design by the Customer.
  - 3.2 This warranty does not cover fair wear and tear.
  - 3.3 In the case of BT Provided Equipment capable of being installed by the Customer, the Customer will normally be required to return faulty BT Provided Equipment to BT (where necessary, by arrangement with the Equipment Manufacturer and/or the Customer), unless BT agrees otherwise.
  - 3.4 As it is not possible for software to be tested in every possible permutation, BT does not warrant that the Software supplied under the Service Schedule will be free of all faults or that its use will be uninterrupted, but BT shall remedy such defects which significantly impair performance (where necessary by arrangement with the Equipment Manufacturer and/or the Customer) within a reasonable time.
  - 3.5 If BT visits a Site in response to a fault report and no fault is found, or the fault is not covered by the warranty, BT may raise an additional charge.
  - 3.6 Notwithstanding the provisions of this clause 4, in the event that the Customer enters into a fault repair service with BT for BT Provided Equipment then this warranty shall be superseded and replaced by the terms and conditions of the fault repair service.
4. BT will not sell an installation service performed in a country other than the Territory to the Customer in that country, unless that country is within the EU/EFTA. Rather BT will assign provision of the relevant installation service to a local BT entity (where

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available, and subject to regulatory requirements), otherwise the Customer will agree to be invoiced outside the country of performance. Notwithstanding any other provisions of this Annex or the General Terms and Conditions, the Customer hereby agrees to any assignment by BT to a local BT entity in accordance with this clause.