

**DOCUMENT IMAGING**

**MAINTENANCE AGREEMENT**

Rep Name	Business Unit	Customer VAT Registration No: _____
		Customer Registration No: _____
<b>Physical Address – equipment location</b>		<b>Postal Address – accounts</b>
Company Name		Company Name
Physical Address		Postal Address
		City Postal Code
City	Postal Code	Contact person – Accounts and Invoicing
Contact person - Equipment Operator		e-mail address
Telephone	Fax	Telephone Fax

**EQUIPMENT DETAILS**

Model	Serial Number	Annual Service Charge	Monthly Service Charge	Quarterly Service Charge	Carepack 36 Month
DR2020U					R1952.50
DR-C130					R2371.92
DR M160C					R3456.26

**DEBIT ORDER AUTHORISATION & SURETYSHIP**

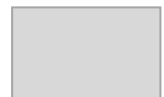
I/We the undersigned do hereby bind myself/ourselves as sureties and co-principal debtor/s in accordance with the suretyship Terms and Conditions set out overleaf. I/we hereby request Smart Office Services or it's cessionary to draw against our bank account, the service amounts due to SMART OFFICE CONNEXION or its cessionary in terms of this agreement.

Bank: \_\_\_\_\_ Branch: \_\_\_\_\_ Account Name: \_\_\_\_\_

Account No: \_\_\_\_\_ Branch Code: \_\_\_\_\_ Authorised Signatory: \_\_\_\_\_

**SURETY**

1.Full Names	1. Signature
Of (address)	ID No.
2.Full Names	2. Signature
Of (address)	ID No.



I acknowledge that I have read and agree to the terms and conditions that form part of this agreement, and that I am authorised to bind the company to these terms and conditions as detailed above & overleaf.

This agreement is not valid unless signed by an authorised SMART OFFICE CONNEXION service manager. SMART OFFICE CONNEXION agrees to maintain the above equipment based on the terms and conditions that form part of this agreement.

Date:.....  
Print Name:.....  
Signature:.....

Date:.....  
Print Name:.....  
Signature:..... Ver.5.9

All equipment cash deals require a completed credit application to be attached Rental  Cash

Commencement date:  dd / mm / yyyy

This Agreement is entered into by and between O.E.P. Office Equipment Products (Pty) Ltd /a Smart Office Service (hereafter called SMART OFFICE CONNEXION) and purchaser (hereafter called Customer).

SMART OFFICE CONNEXION agrees to perform the "Preventative Maintenance" or repair service on equipment of the Customer at the address stipulated in this contract. For the rest of this paragraph see paragraph 2.5. Movement of Equipment.

#### 1. Definitions:

Unless the context clearly indicates and justifies the attachment of a different meaning, the following words and expressions shall have the meanings assigned to them:

"SMART OFFICE CONNEXION SMA's" means: SMART OFFICE CONNEXION Software Maintenance Agreement.

"Preventative Maintenance" means: Bi annual inspection service / repair of equipment.

"Repair service call" means: Service call logged with call centre.

"Remote Support" means: Assistance on software outside the Customers organization.

"Telephonic Support" means: The Customer contacts SMART OFFICE CONNEXION technical support staff telephonically.

"Working Hours" means: Monday to Friday 8:00 to 16:30 excluding public holidays.

"Misuse" means: Negligence or exceeding daily usage as per manufacturer specifications.

#### 2. SOFTWARE:

**2.1. Preventative Maintenance.** When "Preventative Maintenance" calls are included in the programme, an SMART OFFICE CONNEXION representative will perform the "Preventative Maintenance" calls at Customer's premises, during SMART OFFICE CONNEXION's working hours for the purpose of cleaning, testing and maintaining the equipment in an operational condition which is consistent with specifications. "Preventative Maintenance" service on accessories will be provided concurrently with the "Preventative Maintenance" calls on the equipment with which they are associated. When possible, "Preventative Maintenance" calls will be performed at the time of a "Repair service call".

**2.2. Repair Service.** An SMART OFFICE CONNEXION representative will, at the Customer's request provide equipment repair service on a no charge basis at the Customer's premises during SMART OFFICE CONNEXION's normal working hours, this does not include remote sites.

**2.3. Software upgrades.** Software upgrades will be made available quarterly, if full maintenance is selected SMART OFFICE CONNEXION representative will arrange installation of these updates.

**2.4. Availability of Equipment for Service.** The Customer undertakes to ensure that the equipment is available for service on the scheduled time for service failing which the Customer will be liable for additional charges at the standard call out rates of SMART OFFICE CONNEXION.

**2.5. Movement of Equipment and Travelling Costs.** The cost of "SMART OFFICE CONNEXION SMA's", which appear in SMART OFFICE CONNEXION's price list, covers equipment installed in areas not exceeding 60 kilometres from an SMART OFFICE CONNEXION service centre. The Customer will be liable for travelling and accommodation costs for service of equipment installed beyond 60 kilometres from an SMART OFFICE CONNEXION service centre and such costs will be calculated at the applicable time. The Customer shall give SMART OFFICE CONNEXION thirty (30) days written notice prior to relocation of equipment covered under this Agreement and SMART OFFICE CONNEXION will be entitled to adjust response times and charges. If the Customer requests assistance with the relocation of equipment and agrees to the rates for this service SMART OFFICE CONNEXION shall, at the Customer's expense and risk of loss or damage, supervise the dismantling and packing of the equipment and shall inspect and re-install the equipment at the new location.

**2.6. Accessories.** All items of equipment and accessories, which are mechanically or electronically interconnected, must be inspected, tested and adjusted as one operating unit to properly diagnose and correct malfunctions to achieve continued operation. Therefore, if any item of equipment or accessory is covered by, this Agreement all other interconnected items must also be on the same "Preventative Maintenance" programme, excluding computer equipment.

**2.7. Other Terms.** Backup of data/application is not the responsibility of SMART OFFICE CONNEXION. Services performed outside SMART OFFICE CONNEXION's working hours will be charged for according to SMART OFFICE CONNEXION overtime rates. If additional training is required after completing implementation, this will be quoted for accordingly.

**2.8. Additional Charges for Overtime.** Services performed outside SMART OFFICE CONNEXION's working hours will be charged for according to SMART OFFICE CONNEXION overtime rates.

**2.9. Additional Charges.** Additional charges, at standard labour and travel rates, will be levied for service and repair necessitated by the failure of the Customer to comply with SMART OFFICE CONNEXION 's operating, care, cleaning and maintenance instructions; Circumstances which are beyond SMART OFFICE CONNEXION's control. E.g. Viruses, Network related problems, broken cables etc.; the misuse of the equipment by the Customer, and the relocation of equipment without the knowledge and assistance of SMART OFFICE CONNEXION. There will be a charge for lamps and any items, which are identified in the equipment instructions as supply items (consumable items, such as exchange roller kits, endusers, imprinters etc.) as well as a charge to replace lamps and other supply items. SMART OFFICE CONNEXION's responsibility in terms of this agreement shall cease if any equipment, or accessories listed are repaired or adjusted by any person other than an SMART OFFICE CONNEXION representative, or should materials, consumables or accessories other than those recommended by SMART OFFICE CONNEXION, be used.

#### 3. LIMITATIONS

**3.1.** The cost of "SMART OFFICE CONNEXION SMA's" under this contract shall specifically exclude coverage for:

**3.1.1.** Repairs resulting from causes other than normal use, such as abuse, or "Misuse" by the operator, or staples and paper clips found in machines and use of unauthorised supplies.

**3.1.2.** Accidents, theft, vandalism, electrical power failure, unsuitable electrical power, lightning damage, surges and lightning damage via the network, fire, water, damage due to transportation, failure to provide suitable office environment or failure to provide space requirements recommended by manufacturer.

**3.1.3.** Repairs made necessary by service performed other than by SMART OFFICE CONNEXION or its authorised representatives.

**3.1.4.** Service call or work which the Customer requests to be performed outside SMART OFFICE CONNEXION's working hours provided that such hours worked may be arranged by separate contract and payment of additional charges.

**3.1.5.** All optional equipment unless otherwise specified in this agreement.

**3.2.** SMART OFFICE CONNEXION will not be liable for any failure or delay in performance which is in whole or in part due to any cause beyond SMART OFFICE CONNEXION's control, including but not limited to work stoppages, fires, civil disobedience, riots, rebellions, acts of God and similar occurrences.

Ver. 6.0

**3.3.** This agreement constitutes the entire agreement between the parties relating to the subject matter of this agreement. Save to the extent otherwise provided herein, no representation, term or condition relating to the subject matter of this agreement and not incorporated herein shall be binding on any of the parties.

**3.4.** The Customer may not cede or transfer any of its rights in terms of this Agreement unless SMART OFFICE CONNEXION agrees in writing.

**3.5.** If the equipment is moved to a place which is in another business zone of SMART OFFICE CONNEXION, SMART OFFICE CONNEXION shall be liable only for the obligations and duties stipulated in this Agreement and its liability shall be specifically limited to the obligations and duties contained therein. SMART OFFICE CONNEXION shall have no other liability, and in Particular shall not be liable for consequential or indirect loss or damage, whether caused by defects in workmanship or in parts supplied, or occasioned by delays in the maintenance and exercise of the obligations as set out in this Agreement or any other circumstances.

#### 4. CONDITION OF EQUIPMENT

**4.1.** When a shop reconditioning is necessary or the manufacturer's life expectancy of the equipment has been exceeded and normal repairs and parts replacement cannot keep a unit in satisfactory condition, SMART OFFICE CONNEXION will submit a cost estimate of needed repairs which will be in addition to maintenance charges. If the Customer does not authorise such work, SMART OFFICE CONNEXION will cease the "SMART OFFICE CONNEXION SMA's" immediately.

**4.2.** SMART OFFICE CONNEXION reserves the right to terminate this Agreement in respect of any machine covered by this Agreement if :

4.2.1. the machine is not being used in accordance with the intended purpose;

4.2.2. the Customer has failed to do proper maintenance between scheduled inspections;

4.2.3. the equipment is abused by the Customer's operators;

4.2.4. the Customer has refused authorization for repairs, and

4.2.5. Parts are no longer available from the manufacturer of the equipment.

**4.3.** In addition to all other charges the Customer shall be responsible for any applicable tax, now or here

after assessed, levied or imposed by any State or Local authority, for any performance equipment or supplies, provided under this Agreement.

**4.4.** No one is authorised to change, alter or amend the terms and conditions of this Agreement unless agreed to in writing and approved by an authorised SMART OFFICE CONNEXION service manager.

**4.5.** No amendment or variation of the terms and conditions of this Agreement or any consensual cancellation thereof shall be of any force or effect unless reduced to writing and signed by the parties or their duly authorised representatives.

**4.6.** SMART OFFICE CONNEXION reserves the right to refuse orders for service maintenance service centres are not available or in remote areas.

**4.7.** This agreement does not include: purchase, delivery or installation charges of the equipment, optional accessories (specifically including the installation), in shop reconditioning, or major modifications to the equipment.

**4.8.** An annual escalation will be applied to the service rates, on each anniversary of the commencement date. In addition to the annual escalation, SMART OFFICE CONNEXION retains the right to increase rates without notice to the Customer, which increase shall be in SMART OFFICE CONNEXION's sole discretion and having regard to such factors as inflation, the foreign exchange rate and increased costs of fuel, parts and labor."

#### 5. DURATION OF AGREEMENT

This agreement shall commence on the date signed on the reverse and shall continue for an initial period of one years and:

**5.1.** May continue for a period of one year thereafter, unless the Customer notifies SMART OFFICE CONNEXION in writing at least 90 days before the last day of the initial period. An annual escalation will be applied to the service rates, on each anniversary of the commencement date. In addition to the annual escalation, SMART OFFICE CONNEXION retains the right to increase rates without notice to the Customer, which increase shall be in SMART OFFICE CONNEXION's sole discretion and having regard to such factors as inflation, the foreign exchange rate and increased costs of fuel, parts and labor.

**5.2.** SMART OFFICE CONNEXION has an option to terminate the agreement at any time, prior to the expiry of the initial period, upon not less than thirty (30) days written notice.

**5.3.** Certificate of balance:- A certificate signed by SMART OFFICE CONNEXION or its attorney, whose appointment need not be proven setting forth the amount of indebtedness at any time ("The Debt"), that the debt is then due and payable, and the interest payable on the debt and the date from which such interest is reckoned, shall constitute sufficient proof of the facts therein stated and shall be binding on me for all purposes, including, without derogating from the generality of the foregoing, the granting of provisional sentence, summary judgement or any other remedy, provided that if the afore going provisions are unenforceable for any reason, such certificate shall constitute prima facie proof of the debts. The authority of the signatory to the certificate of balance need not be proven by SMART OFFICE CONNEXION.

#### 6. SURETYSHIP AND CONDITIONS

**6.1.** I/We the surety/ies listed in the suretyship section overleaf do hereby bind myself/ourselves jointly and severally as surety/ies and co-principal debtor/s for the whole (in solidum) of all amounts which are now or might in the future become payable by the Customer to SMART OFFICE CONNEXION in terms of the above Agreement arising out of or incidental to same and the schedules hereto, both current and future or from any other cause however arising.

**6.2.** I/We renounce the benefits of excussion, division and cedendum actionem, the nature and extent of which I/we acknowledge myself/ourselves to be aware.

**6.3.** No extension of time or indulgence that may be granted to the Customer in the aforementioned Agreement at any time, nor any release of any other security or suretyship shall in any way effect my/our liability hereunder.

**6.4.** I/We consent to the jurisdiction of the Magistrate's Court, provided that SMART OFFICE CONNEXION shall be entitled to institute action in any division of the High Court of South Africa having jurisdiction and that SMART OFFICE CONNEXION shall not be limited to costs on the Magistrate's Court scale.

**6.5.** I/We agree to make payment of any legal costs that may be awarded against me/us on an attorney and own client scale.

**6.6.** I/We choose as my/our domicilium citandi et executandi for all purposes arising out of this suretyship the address/es set out in the suretyship section overleaf alongside my/our respective signature/s.

**6.7.** I/We indemnify and hold SMART OFFICE CONNEXION harmless against any claim arising out of or incidental to the afore written Agreement, its breach or its termination for any reason whatsoever.

**6.8.** I/We warrant and represent that I/we have received and will continue to receive adequate value for the granting of this suretyship.

**6.9.** I/We hereby agree that where it is contemplated that more than one person will sign surety, I or any of us who may have signed as surety/ies shall be bound in solidum irrespective of whether or not the other or others referred to will have executed this document or become bound in terms hereof.

**6.10.** I/We agree that no termination, cancellation, limitation or variation of my/our obligations in terms of this suretyship shall be of any force of effect unless it is in writing and signed by SMART OFFICE CONNEXION or its cessionary, in the event of a cession in the terms of the afore written agreement.

\*E&O Excluded

Customer (Duly Authorised) Date Smart Office Connexion (Technical Director)