

## SERVICE AGREEMENT BETWEEN:

### 1. Purchaser

**Name of Business**

(full legal Entity & trade style)

**Contact person**

**Email**

**Installation address**

**Postal address**

**Department**

	<b>VAT number</b>	
	<b>Tel number</b>	
	<b>Cell number</b>	
	<b>Fax number</b>	
	<b>Start Date</b>	

### 2. Equipment Details

Model	Serial Number	Start Reading	
		<b>Mono</b>	<b>0</b>
		<b>Colour</b>	

### 3. Pricing

	Mono	Colour
Minimum Billing		
Copies/ Prints included	1000	250
Monthly Admin Fee		

**Black Copies/Prints**

Level 1 < 5%

Level 2 > 5%

Level 3 > 25%

add 50%
add 100%

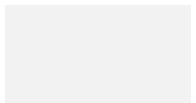
**Colour Copies/Prints**

Level 1 < 5%

Level 2 > 5%

Level 3 > 25%

add 50%
add 100%



Initial

**This maintenance agreement covers the following:**

Toner	Labour	Traveling	Parts	Drum master unit

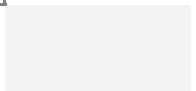
<b>Rental per month:</b>		<b>Term:</b>		<b>Escalation</b>	
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**Contract Period**

60 Months	
48 Months	
36 Months	
24 Months	
12 Months	

Finance House

Sales Rep

Initial

**Machines removed**

Model:	Serial number	Closing reading	Date collected

#### 4. Debit Order

Personal Details:	
Name & Surname	
Address	
Cell phone number	
Date of first Debit order	
Banking Details:	
Name of Account Holder	
Bank	
Branch Name & Town	
Branch code	
Account number	
Type of account	

This signed Authority and Mandate refers to our contract dated \_\_\_\_\_ ("the Agreement").

I/We hereby authorise \_\_\_\_\_ to issue and deliver payment instructions to your Banker for collection against my/our above-mentioned account at my/our above-mentioned Bank (or any other bank or branch to which I/we may transfer my/our account) on condition that the sum of such payment instructions will never exceed my/our obligations as agreed to in the Agreement and commencing on \_\_\_\_\_ and continuing until this Authority and Mandate is terminated by me/us by giving you notice in writing of not less than 20 ordinary working days, and sent by prepaid registered post or delivered to your address as indicated above. The individual payment instructions so authorised to be issued must be issued and delivered as follows: monthly, bi-monthly, three monthly, six monthly, annually, weekly, bi-weekly (delete that which is not applicable).

In the event that the payment day falls on a Sunday, or recognised South African public holiday, the payment day will automatically be the very next ordinary business day.

I authorise the use of a tracking debit order on my account to ensure that I meet with the obligations of this agreement (tick if applicable)

I authorise the use of a tracking debit order in the event that there are insufficient funds in the nominated account to meet with the obligation of this agreement, this necessitates representation of the debit order at my bank for payment as soon as sufficient funds are available in my account (tick if applicable)

Payment Instructions due in December may be debited against my account on \_\_\_\_\_. I/We understand that the withdrawals hereby authorised will be processed through a computerised system provided by the South African Banks. I also understand that details of each withdrawal will be printed on my bank statement. Such must contain a number, which must be included in the said payment instruction and if provided to me should enable me to identify the Agreement. This number appears in Section E of this agreement.

#### B. Mandate

I/We acknowledge that all payment instructions issued by you shall be treated by my/our abovementioned Bank as if the instructions have been issued by me/us personally.

#### C. Cancellation

I/We agree that although this Authority and Mandate may be cancelled by me/us, such cancellation will not cancel the Agreement. I/We shall not be entitled to any refund of amounts which you have withdrawn while this Authority was in force, if such amounts were legally owing to you.

#### D. Assignment

I/We acknowledge that this Authority may be ceded or assigned to a third party if the Agreement is also ceded or assigned to that third party, but in the absence of such assignment of the Agreement, this Authority and Mandate cannot be assigned to any third party.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
(Signature as used for operating on the account)

\_\_\_\_\_  
(Assisted By)

Full names: \_\_\_\_\_

Full Name: \_\_\_\_\_

E. Reference Number: (number that will appear on the bank statement) \_\_\_\_\_.

TERMS AND CONDITIONS

1. Ronmar technical agrees to:

- A. Provide service to the purchaser for the equipment mentioned overleaf. This does not include network, computer hardware or software support.
B. Maintain the equipment in an efficient operating condition. Ronmar technical shall not be liable for any loss, including consequential loss, arising from the malfunction or failure of the equipment or any other cause whatsoever.
C. Any repairs or service required by the customer due to misuse or negligence or for no technical reason or outside normal working hours may, at Ronmar technical's option, be charged to the customer in accordance with Ronmar technical's current service charges and conditions.
D. This agreement covers the standard service radius of 80 kilometres from any authorised Ronmar technical service centre. Installations outside the radius are subject to an additional travelling charge.
E. No representation, verbal or otherwise, made by Ronmar technical or its representative, shall be binding unless reduced to writing and signed by both parties.
F. Supply toner, where applicable, in accordance with manufacturer's specification to a 7% (seven percent) coverage. Should additional toner be required due to excessive and abnormal coverage, such additional toners shall be chargeable. This excess coverage will be determined from the average yield stated in the main body of this agreement.
G. The contract does not automatically include delivery of toners.
H. Only Kyocera toners are suitable for Kyocera devices. (Alternative toners could lead to damage of further parts of Kyocera devices). Refer to paragraph 1 (b)
I. Please be informed that Ronmar technical reserves the right, at any time, after sending the relevant notice to the customer, to review the charges applied under this agreement to cater for the fluctuation in the exchange rate.

2. The customer agrees to:

- A. Use only paper approved by Ronmar technical. Paper may be purchased from Ronmar technical at prices applicable at date of delivery.
B. Use only approved consumables, which can be obtained from Ronmar technical, in the equipment.
C. Consumables, such as toner, oil, ink cartridges, imaging units, paper and delivery costs, shall not, unless specified, be included in service charges.
D. Pay Ronmar technical as set out in the schedule of charges overleaf. These charges include service, parts drum and labour and may be varied from time to time.
E. Ronmar technical review of charges as contemplated in paragraph 2(d) above is designed to cater for the effects of inflation and other increases in labour and travelling costs, and assumes that rand/foreign currency exchange rate fluctuations will be of a minor nature. If however, unfavourable exchange rates are experienced, Ronmar technical reserves the right, at any time, to review the charges applied under this agreement, to cater for such unfavourable exchange rates. Such review will be construed as a variation as noted in clause 2(d) above.
F. A standard annual escalation of 15% shall be levied on the anniversary of the contract.
G. The customer remains liable to Ronmar for any amounts owed in terms of this agreement. Ronmar will be entitled to suspend the services to the customer until the amount as well as all other charges that may be due, have been paid in full. Ronmar may cancel this agreement 20 business days after giving notice to the customer, of a material failure by the customer, unless the customer has rectified the failure within that time.
H. Provide access at any time during normal working hours to any authorised representative of Ronmar technical for any of the purposes of this agreement.
I. Accept liability for damage to the equipment if damage is due to negligence on the part of the customer or its employees or persons who have access to the equipment. As well as accept liability for damages to equipment where damage is by "force majeure"
J. Supply Ronmar technical, in a manner determined by Ronmar technical every month, with a meter reading for each machine.
K. Inform Ronmar technical at least one week in advance should the customer require the unit to be recited. The customer agrees to pay Ronmar technical reciting and installation charges at its then current pricing
L. Allow Ronmar technical to cede its right and obligations under this agreement without prior notice.
M. Any equipment not protected by a suitable ups will not be covered for any electrical damage caused by power fluctuations.
N. Toner supplied at quoted rate is at a 5% yield in accordance with iso 10561b. Pricing to be adjusted should this yield be exceeded.
O. Contract pricing is subject to change due to fluctuations in the exchange rate. Customer will be notified 30 days in advance.
P. Unless specifically stated, the maximum permissible scans/copies/development output per copy period in respect of all types of colour machine shall not exceed the manufacturer's recommendations as adjusted from time to time as determined by any installed hardware counter or software management system. We reserve the right to adjust the copy price or cancel this agreement in the event of sustained excess usage of the equipment. Re-installation of any software, driver or utility on any server or workstation due to client server/workstation upgrades, negligence on the part of a client employee or agent or resulting from any force majeure (unforeseeable circumstances that prevent someone from fulfilling a contract) or act beyond our control. All call-outs resulting from such acts shall be charged at the normal rates that apply from time to time.
Q. Ronmar technical is not responsible for devices which are damaged by "act of god". Client is responsible for own insurance. All computer board and similar peripherals is for clients own cost. Any call out charge related to such incidents is for the clients own cost.
R. Except in respect of death or personal injury or fraud caused by Ronmar's negligence, under no circumstances shall Ronmar be liable to customers for any consequential, incidental, indirect, special or punitive damages, including without limitation damages for lost profits, lost revenues, lost business or loss of use of products, whether or not Ronmar is advised that such damages will or may occur, and whether such damages are claimed based on breach of contract breach of warranty, negligence, strict in tort, or any other legal or equitable theory. Ronmar will not be held liable should damages be caused as a result of failure to adhere to the standard maintenance required on each machine.

3. Duration of agreement

This agreement shall commence on installation of the equipment and shall continue for an initial period of 5 years and:

- A. Shall continue for a further period of one year thereafter unless and until terminated by the customer giving Ronmar technical written notice of termination, provided that such notice shall not be effective if given less than ninety days before the end of the initial period or less than ninety days before the end of the further period of one year.
B. During the initial period of 5 years, or the further period of one year, in the event of the customer terminating the agreement, the customer shall be obliged, at the election of Ronmar technical, to pay the monthly service charge then being charged, multiplied by the number of months remaining to complete the initial period, or the further period of one year, whichever period is multiplied.
C. After 5 years or the recommended manufacturer's life span is reached, the service contract may continue, but will exclude any spare parts, including maintenance kits, electronic boards, laser heads etc.
D. The customer acknowledges that the payments referred to in paragraph 3(b) above shall constitute agreed damages which will be payable to Ronmar technical in the event of termination by the customer prior to the completion of the initial 5 years or any further period of one year as stipulated in clause 3(a) above.
E. The customer agrees that he may not cede any of his rights or obligations under this agreement without prior written consent by Ronmar technical.
F. If the customer is in breach of any of its obligations under this agreement, then without prejudice to any other remedy it may have, including the right to cancel this agreement, the supplier shall be entitled to suspend performance of its own obligations until the breach is remedied.
G. No extension of time or other indulgence granted by the supplier to the customer shall be construed as a waiver of any of the supplier's rights hereunder and shall not in any way prevent the supplier from enforcing such rights.
H. In the event of the supplier instructing its attorneys to take steps to enforce any of its rights under the agreement the customer shall pay to the supplier on demand such collection charges and other legal costs on an attorney and client basis as shall be charged to the supplier by
I. Should either party elect to cancel this agreement in accordance with the provisions above and the equipment, so supplied, is subject to a rental or finance agreement then any letter of cancellation must be accompanied by a letter from the finance house, institution or bank as the case may be, agreeing to the cancellation.
J. According to the consumer act, we the supplier, Ronmar technical, may cancel the agreement 20 business days after giving written notice to the customer of a material failure by the customer to comply with the agreement, unless the customer has rectified the failure within that time.

4. Breach:

- A. In the event where you commit a breach of any of the obligations under this agreement, then without prejudice to any other remedy that we may have including the right to cancel this agreement, we shall be entitled to suspend further performance of our obligations in terms of this agreement until the breach is remedied.
B. For purposes of jurisdiction, the parties submit themselves to the jurisdiction of the north west province magistrates court (and consents) in terms of section 45 of such act to the jurisdiction of such court notwithstanding the fact that the amount of claims may exceed the jurisdiction of such court.

5. Cession:

- A. the client may not cede, assign or in any other way transfer this agreement to any third party without the express written consent of Ronmar technical which consent shall not be unreasonably withheld.
B. Ronmar technical shall be entitled, without notice to the customer, to cede, delegate, sell or transfer all or any of its rights and/or obligations under this agreement. If such cession, delegation, sale or transfer takes place, the customer shall, from the date of such cession, delegation, sale or transfer hold the equipment on behalf of any such cessionary, delegatee purchaser, transferee or other person ("recipient") in place of Ronmar technical and, if so required by any such recipient, comply with the instructions and directions of any such recipient.

I, \_\_\_\_\_ the customer acknowledge that I have read, fully understand and agree to the above terms and conditions of the agreement.

Signed at \_\_\_\_\_ On \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Authorized signatory

Witness