

## SHARP COPIER SERVICE AGREEMENT

Subject to the terms and conditions set out in this agreement **Symon Business Equipment** agrees to provide maintenance service to \_\_\_\_\_ for the equipment specified in the schedule for a period of up to twelve months. The customer agrees to pay for copies produced by the equipment at the rate specified.

The agreement is subject to the following conditions:

- i) Consumables supplied by Symon Business Equipment only are to be used in the operation of the equipment.
- ii) Symon Business Equipment recommendations as regards copy volume, paper quality and operation are followed.
- iii) Symon Business Equipment personnel or their nominated agents are to service the equipment.
- iv) The equipment is not subjected to damage caused by negligence, improper handling and misuse, or supplies not compatible with the equipment.
- v) Symon Business Equipment may terminate the agreement after the minimum period, or if the equipment is transferred outside the normal Symon Business Equipment service area, immediately by written notice.
- vi) The customer may terminate the agreement at any time after the minimum period, by three months notice in writing.
- vii) In the event of the purchaser failing to comply with any of the conditions Symon Business Equipment shall be entitled to charge for service calls and replacement of spare parts or damaged consumables including the replacement of drums, arising there from, at current Symon Business Equipment rates, and, or, terminate the agreement by notice in writing.

During this period Symon Business Equipment will provide any service required in the period 8.30am to 4.30pm Monday to Friday, public holidays excepted, as reasonably requested, to be carried out in Palmerston North. By mutual arrangement non urgent maintenance may be carried out on site.

Symon Business Equipment will not be responsible for any loss of business, or profit, or other consequential loss, however arising, caused to the customer through failure to render service due to causes beyond its control, including strikes, labour disputes, shortages of labour or materials, and specification changes.

This agreement represents the entire agreement between parties and supersedes any other written, implied or oral agreement that exists.

Symon Business Equipment reserves the right to amend the charges when necessary, following the minimum period.

Connecting the copier to your network and Installations:

1. At the time of installation Symon Business Equipment will connect up to 5 computers to the photocopier unless otherwise arranged.
2. If a third party (eg the clients own computer IT support) is called in by Symon Business Equipment to access the computers and / or network/ servers, it will be at the expense of the client.
3. Symon Business Equipment accepts no liability for anything due to equipment failure to computer or problems during installation. All precautions will be taken to prevent this happening, but should this happen the client accepts that Symon Business Equipment has no liability.
4. Please note that there will be no charge to add further users up to the total of five to the network within a 30 day period of installation. Thereafter, there will be a charge for any additional users, scanning set ups, and for any other computer related issues that are not covered under the service contract and /or not requested at the time of installation.
5. It is the customer's responsibility to supply cables and connections required for the installation. Symon Business is able to supply cables if required. If at the date of installation, there is lack of access to computers, and or servers, and further visits are required, there may be additional charges.
6. If a service call is made for the photocopier, and the call is deemed to be "not covered under the service contract" then a charge will apply at the standard "time and materials" charge out rate.
7. The client accepts that due to computers being connected to a photocopier, from time to time, conflicts can occur. If this turns out to be computer related and a technician is called, but the copier is not the cause, then charges will apply.
8. If a service call is required, and the problem is deemed to be user error, Symon Business Equipment reserves the right to charge for the time required.
9. It is the client's responsibility to protect the photocopier from power surges or any other act that disables the copier. Should damage occur Symon Business Equipment reserves the right to charge for any repairs required to restore the photocopier to service contract standard.
10. Due to the fact that the yield of toner can be many thousands of copies, Symon Business Equipment reserves the right to hold spare toner, but will endeavour to ensure that there is no disruption to normal copying and will take steps to ensure a toner is sent out as required based on the manufacturers' recommendations.