	Mono (Rates quoted in R's)	Colour (Rates quoted in R's)	Contract Usage lines (office use only)	
A4 Images Included in Minimum Bill			Load Images Included	1
Charge per A4 image (in excess of images included in minimum bill or charge if no copies included)			Load contract usage line	2
If A4 volume exceeds (enter breakpoint)			Load breakpoint	3
Then charge per A4 image			Load contract usage line	4
Additional Charge per A3 image			Load contract usage line	5
Total A3 Image Charge (2+5)				

Section C **TONER YIELD AND COVERAGE**

Included toner will be supplied based on the following yield and coverage	Enter Yield: K (mono)	C	M	Y
Coverage percentage (Mark with an X)	3% [ ]	5% [X]	15% [ ]	Other___%
SIGNATURE OF CUSTOMER		[signature]		

NOTE TO CUSTOMER IN TERMS OF SECTION C: -

PLEASE REFER TO CLAUSES 8.11.1, 8.11.2 and 8.11.3 OF THE TERMS AND CONDITIONS

Accessories / Finishing Equipment			
Item Description	AS PER ANNEXURE		
Serial no (if applicable)	AS PER ANNEXURE		
Monthly Maintenance Charge	AS PER ANNEXURE		

Section D **EXTENDED SHIFT COVER (PSG and Software Service)**

Select applicable shift (Mark with x)

Monday to Friday 16h45 to 24h00		Charge per Shift	
Tuesday to Saturday 24h00 to 08h00			
Saturday to Sunday 08h00 to 08h00		Total charges for shift selected	
Sunday to Monday 08h00 to 08h00			

PLEASE NOTE IMAGE/USAGE CHARGES ARE INVOICED IN ARREARS – ALL OTHER CHARGES ARE PAYABLE IN ADVANCE

Section E **EFFECTIVE DATE AND PERIOD**

The Effective Date of commencement of this Agreement shall be on installation of the Equipment.

	Item 1
"**Initial Period**" of Agreement	3 Years
Or	Copies/ prints

Whichever occurs first

1 **DURATION**
1.1 Notwithstanding the date of signature hereof, this Agreement shall commence on installation of the equipment ("Effective Date") and shall continue for the full term of the Initial Period as set out in Section E above, and shall thereafter continue a month to month basis, provided that the Parties shall have the right to terminate this Agreement:
upon expiry of the Initial Period as per Section E above, provided that 1 (one) calendar month's prior written notice of such termination is given; and at any time after expiry of the Initial Period, by giving 1 (one) calendar months' written notice.
1.2 In the event that this Agreement is terminated by **The Customer** prior to the expiry of the Initial Period as set out in Section E above, then and that event, **The Customer** shall be obliged to pay **XTEC** an early termination settlement amount in respect of the unexpired period of this Agreement, as agreed by both parties. The early termination settlement amount payable by **The Customer** shall be calculated as follows based on the charges as set out in Section B:
1.2.1 If applicable, on the monthly minimum bill/basic charge multiplied by the number of months remaining in the unexpired period.
1.2.2 The average monthly copy volume that **XTEC** has billed **The Customer** for the preceding six months multiplied by the number of months remaining in the unexpired period of this agreement.
1.2.3 Any DFE/License charges as set out in Section B for the unexpired period.
1.3 Subject to Clause 11 below, if this Agreement is cancelled because of a breach by **XTEC** of its obligations in terms of this Agreement that would result in **XTEC** being unable to rectify the breach then and in that event the provisions of clause 1.2 above shall not apply.
1.4 If the initial period as set out in section E above is 36 (thirty-six) months or greater, then and in such event a once off increase will automatically apply to contracts renewed by **XTEC** after the Initial Period has been reached, thereafter standard escalation rates would apply as per clause 8.3.

2 **RIGHTS AND OBLIGATIONS OF XTEC**
2.1 Provided **the Customer** ensures that the location at which the Equipment is installed, is a safe healthy environment in accordance with any applicable legislation, **XTEC** undertakes to comply with the terms applicable to it in terms of the Occupational Health and Safety Act 85 of 1993, as amended. Notwithstanding the aforesaid, **XTEC** shall under no circumstances assume any liability for any health and safety hazards arising out of the misuse or abuse of any products sold and/or supplied by **XTEC**.
2.2 **The Customer** shall appoint an agreed number of qualified Operators and Systems personnel who shall be trained by **XTEC** free of charge (only for the initial agreed number of Operators and applicable to certain models only) in the use of the Equipment. **The Customer** shall ensure that the Operators properly carry out their duties and operate the Equipment in accordance with the manual provided. **The Customer** agrees that it will pay for any additional Operator training required, at the rates prevailing at the time.
2.3 In the eventuality of a customer being billed at a rate lower than agreed upon, either as an oversight, omission, human error, computer error, negligence and/ or not limited by **XTEC**, then **XTEC** may recover any amount outstanding from the customer by sending a notice to the customer.

3 **RIGHTS AND OBLIGATIONS OF THE CUSTOMER**
The Customer shall timeously pay to **XTEC** the charges specified in Section B and clause 8 below.
3.1 In addition to the aforegoing, **The Customer** shall comply with all the obligations placed upon it in any of the other provisions contained in this Agreement.
3.2 The Customer shall be responsible for the supply, installation, and maintenance of all connections, including cabling, up to the first **XTEC** interface.

4 **SALE AND DISPOSAL OF THE EQUIPMENT**
4.1 If **the Customer** sells or disposes of the Equipment in any manner to a third party, **The Customer** shall give **XTEC** 3 (three) calendar months prior written notice thereof. Should the Equipment or any part thereof incorporate a meter which records copies and prints made, **The Customer** shall do all things as may be necessary to ensure that such meter is read on the proposed sale or disposal date of the Equipment or part thereof and that such meter reading is forwarded to **XTEC** to enable it to terminate the Agreement and prepare the final invoice. Should this notice not be given, **XTEC** shall be entitled to claim from **The Customer** without prejudice to any other rights and/or remedies it may have in terms of this Agreement and/or in law, an amount calculated on the minimum bill/basic charge for the period or if no minimum bill/basic charge is applicable, on the average copy volume for the period.
4.2 In the case of additional Software being provided to the Customer, written approval from **XTEC** would be required for the Customer to re-license the software for any sale of the Equipment. The re-licensing of the Software would be in accordance with the End User Licence Agreement ("EULA") associated with the original software implemented with the Equipment.

5 **MAINTENANCE OF THE EQUIPMENT**
5.1 **XTEC** shall service the Equipment during its normal business hours, being 08h00 to 16h30, Monday to Friday on Business Days excluding public holidays ("Prime Shift") and within a four-hour response, after receipt of a request from **The Customer**. Replacement equipment will be provided after 5 days if the equipment cannot be repaired.
6 Additional service for PSG products is available in two periods of twenty-four hours and divided into two shifts as set out in Section C above.
6.1 No service or maintenance is available on public holidays where **The Customer** has not purchased extended shift cover. Where **the Customer** has purchased extended shift cover, then and in that event, service will be available within that period at no additional cost.
6.2 **The Customer** may vary the extended shift cover by giving **XTEC** at least one (1) calendar month's prior written notice.
6.3 **XTEC** reserves the right to carry out scheduled maintenance at least once per month during Prime Shift. Should any scheduled maintenance be carried out outside of Prime Shift at **The Customer**'s request **The Customer** shall be obliged to pay for the labour portion of such scheduled maintenance at prevailing rates.
7 Where a part is replaced by **XTEC** in the execution of its maintenance obligations such part removed shall become the property of **XTEC**.
7.1 **The Customer** shall ensure that the installation area, access ways and electrical supply of its premises are suitable respectively for the installation, passage, and electrical connection of the Equipment when it is delivered for installation and thereafter.
7.2 Should the Equipment be connected to a telephone line, electrical connection or portable/mobile power source, **XTEC** shall not be liable for the cost of repair to the Equipment due to damage caused by lightning, power surges, over/under voltage or potential damage that could be caused by load shedding or power outages. This will be claimed for under the insurance provided for in the Master Rental Agreement or ***The Customer's*** own insurance. The Customer shall be responsible for supplying an adequate and stable power source in accordance with the specifications of the Equipment. Should the power source be unstable, the Customer shall be responsible for providing a suitable Auto Voltage Regulator (AVR) or Uninterrupted Power Supply (UPS) for each device depending on the Equipment installed. This includes the requirement of a suitable UPS for Digital Front Ends (DFE's) such as a Fiery or Freeflow Print Server where this has been supplied with the printer. If either UPS or AVR were supplied by **XTEC**, the fault must be reported to **XTEC** within 2 hours of its occurrence, in order for **XTEC** to either repair or replace the unit. The UPS and AVR must always be operational , and if inoperable at any time must be repaired or replaced by the Customer immediately due to the potential risk of damaging the hardware.
7.3 Certain installations may require the loading of approved pro-active monitoring software on a minimum of 1 (one) PC in **The Customer**'s environment. The loading of this software will enable **XTEC to retrieve** the necessary billing meters to allow accurate monthly billing. If the above software is not installed, then it will be the responsibility of **The Customer** to report the meters captured to **XTEC** on a monthly basis. This information should reach **XTEC** no later than the 18th (eighteenth) of each month.

8 **CHARGES, PAYMENT AND VARIATION OF CHARGES**
8.1 In consideration for the maintenance rendered by **XTEC**, **The Customer** shall pay to **XTEC** the charges at the rate laid down in Section B above.
8.2 In addition to the charges payable hereunder **The Customer** will pay for maintenance at the rates then currently charged by **XTEC** in respect of all repairs and/or maintenance under the following conditions:
8.2.1 undertaken outside normal **XTEC** working hours;
8.2.2 made necessary by accident, misuse, negligence, wilful act or default or any cause other than normal use;
8.2.3 required as a result of attachments or alterations made by **The Customer** (or any other person other than an employee or agent of **XTEC**) to the Equipment, provided however that **XTEC** reserves the right not to repair and/or maintain the Equipment if attachments or alterations thereto, have in the opinion of **XTEC** rendered the Equipment dangerous or unserviceable in which event this Agreement shall be suspended until the Equipment has been restored to its original state by **The Customer** without prejudice however to any outstanding rights or remedies of either Party; and
8.2.4 Any cost relating to damage, maintenance or repair to the Equipment arising from the use of transparencies, consumables and throughput materials not approved by **XTEC**.
8.3 **XTEC** shall, from the effective date, increase service charges, software charges, DFE and zonal pricing costs applicable to this Agreement annually.
8.3.1 Abnormal economic fluctuations: In the event of abnormal economic fluctuations, **XTEC** will have the right to engage with customers to adjust applicable costs resulting from any local and/or foreign cost increases or currency fluctuations.
8.3.2 Any adjustment to charges in terms of 8.3.1 will come into effect in the next payment cycle.
8.4 All invoices issued shall be paid by **The Customer** to **XTEC** within 30 (thirty) days of date of statement, of which will be e-mailed to the designated persons by the last working day of the month. The e-mail delivery receipt will be proof of the invoice being delivered and received by the Customer.
8.5 **XTEC** will be entitled to charge the Customer Interest at 2% (two percent) above the Prime lending rate charged by **XTEC**' bankers, on all overdue accounts, which interest will be payable on demand.
8.6 If a meter reading cannot be taken for any reason whatsoever, the meter charges for the period during which no meter reading is available, will be based on an average of the readings for the previous six months billed.
8.7 It is recorded that the charges in this Agreement are calculated on the basis that the Equipment will be located at the installation address specified on page 1 of this Agreement. If **the Customer** intends to change the location of the Equipment outside of the specific jurisdiction, it shall give **XTEC** 30 (thirty) day's prior written notice of such intended change. **XTEC** shall be entitled within 30 (thirty) days of receipt of such notice to either terminate this Agreement on notice to **The Customer**, or to continue this Agreement. **XTEC** shall be entitled without in any way limiting its rights under clause 8.3 above to increase the service charges to compensate it for any additional cost it may incur in maintaining the Equipment at its new location.
8.8 If the Equipment is re-sited by **XTEC** at the customer's request, **The Customer** shall pay to **XTEC** a re-site charge at the rate then prevailing.
8.9 In the event of the Equipment being re-sited by any person other than **XTEC**, then **The Customer** shall be obliged to notify **XTEC** in writing of such re-siting and **The Customer** shall be responsible for any damage/s to the Equipment during such re-siting and for this purpose it shall be presumed (until the contrary is proved) that any defect/s and/or damage/s to the Equipment, brought and/or coming to **XTEC**' attention and/or subsequent to such re-siting and prior to and/or on **XTEC** completing its next inspection of the Equipment, shall have been incurred during such re-siting.
8.10 The charges referred to in Section B above are subject to the selection made by **The Customer** in Section A above. Notwithstanding such selection or anything else contained in this Agreement all material or consumables necessary for the operation of the Equipment, unless excluded in Section A above, are included in the service charges. The cost of paper or any other materials are excluded, such other materials include but shall not be limited to staples, binding strips, cutting blades and finishing materials. **The Customer** shall order and pay separately for such items.
8.10.1 The service charges as specified in Section B of this Agreement include the cost of any mandatory software upgrades released as required for the proper operation of the Equipment.
XTEC shall not be liable to maintain or install any software on **The Customer's** workstation or network.
8.11 In the event that the selection made in Section A includes toner, then and in that event the following shall apply:
8.11.1 The provision of inclusive black toner cartridge/s is based on yield and coverage as quoted in Section B for black and white A4 prints/images;
8.11.2 The provision of Cyan, Magenta, Yellow and Black cartridge/s is based on yield and coverage as quoted in Section B for colour A4 prints/images and referred to as "CMYK".
Usage limits set out in Section C above are based on achieving the expected yield per toner cartridge (A4 images/prints) based on industry standard toner area coverage (up to 5% for mono products and up to 15% per colour for production colour) depending on the model listed in this agreement. Therefore, as an example, should the toner area coverage double, the expected yield in A4 images will be halved. **XTEC** monitors toner consumption based on actual versus expected usage over a rolling 6-month period. All toner ordered exceeding allowable usage will be charged for at the then going rate at the time of order and will require a purchase order number.
For yields specific to the model signed in this agreement, please refer to http://www.xerox.com/printer-supplies/enza.html
Declared Yield in accordance with ISO/IEC 19798. Yield will vary based on image, area coverage and print mode.
8.11.3 **The Customer** hereby agrees that should a selection of 3%, 5%, 15% or "other" not be made and the Customer does not sign his/her acceptance thereof in Section C for whatever reason, then and in that event, **XTEC** shall be entitled to apply, at its sole discretion, the relevant percentage based on that Customer's specific model of machine/s, to this Agreement.
8.12 **Zonal Pricing**
XTEC agrees not to charge an additional travelling charge in respect of the maintenance service to be provided by it in terms hereof, provided the Equipment is situated within **XTEC** standard maintenance service radius of 50 km from an authorised **XTEC** Service Centre. All maintenance agreements outside these areas shall be subject to a call out charge as reflected below:
0 – 50 Kilometres: Normal Maintenance
51 – 100 Kilometres: Normal Maintenance plus R 365 per service call
101 – 150 Kilometres: Normal Maintenance plus R 660 per service call
151 Plus Kilometres: Subject to Agreement by local Regional Manager

9 **SOFTWARE LICENCE**
XTEC grants **The Customer** a non-exclusive License to use the operating system software for the Equipment, at the license fee specified in Section B.
9.1 **XTEC** will provide and maintain:

- The current standard release of the operating system software for the Equipment;
- The standard release of fonts for the Equipment, which together comprise **"XTEC/XEROX** Software". **XTEC** reserves the right to require implementation of subsequent releases of **XTEC/XEROX** Software; and
- In addition to the **XTEC/XEROX** Software Equipment, program enhancement or utility software may be designated as **XTEC/XEROX** Software and be available with or without charge, as **XTEC** may from time to time announce.
- After installation of the initial software, all software calls will be chargeable at the going rates.

9.2 **The Customer** acknowledges that all **XTEC/XEROX** Software provided under this Agreement is composed of confidential data and know-how, which are proprietary to **XTEC. The Customer** agrees to treat all **XTEC/XEROX** Software as proprietary and agrees:
- Not to reproduce, copy, duplicate or delete **XTEC/XEROX** Software without the prior written consent of **XTEC** except in connection with **The Customer's** use thereof; and
- Not cause or permit **XTEC/XEROX** Software or any part thereof to be disclosed to or used by any person or entity other than the authorised officers, employees or agents of **The Customer**.

9.3 The following conditions apply upon termination of this Agreement:
The Customer shall discontinue use of the **XTEC/XEROX** Software and shall deliver to **XTEC** all the **XTEC/XEROX** Software and related materials furnished by **XTEC**, together with all copies thereof, and **the Customer** shall erase or destroy any of the **XTEC/XEROX** Software contained in the computer memory or data storage apparatus under the control of **The Customer** and shall remove **XTEC/XEROX** Software from any updated work.

10 **DISCONTINUANCE OF LICENSED PRODUCTS**
XTEC reserves the right to discontinue the distribution of any Licensed Product upon thirty (30) days' prior written notice to **The Customer**, and to cancel orders for such discontinued Licensed Products, without liability to **The Customer**, except the return of any prepaid license fees for such Licensed Products. At **XTEC'** option, **The Customer** shall return or destroy any such discontinued Licensed Products in **The Customer's** inventory. **XTEC** may cease to maintain or support the discontinued Licensed Product at any time after sixty (60) days from the date of such discontinuance.

11 **BREACH**
11.1 Subject to the provisions contained in clause 11.2 below, should either Party ("defaulting party") commit a breach of any provision of this Agreement and fail to remedy such breach within 7 (seven) days of receiving written notice from the other Party ("aggrieved party") requiring it to do so, then the aggrieved party by such breach shall be entitled, without prejudice to its other rights or remedies at law or in this Agreement, to claim specific performance of all the defaulting party's obligations whether or not such obligations would otherwise have fallen due for performance or to cancel this Agreement, in either event without prejudice to its rights to claim damages.
11.2 Should **The Customer** breach any term contained in this Agreement, then and upon such occurrence **XTEC** may elect without prejudice to any of its rights to, immediately terminate this Agreement and claim as pre-estimated liquidated damages, the future service charges which would have fallen due in terms of this Agreement from the date of termination until the expiry of the initial period stated in Section C above and as more fully set out in clause 1.2 above.

12 **TERMINATION**
12.1 Notwithstanding clause 11 above, the aggrieved party shall be entitled but not obliged to immediately terminate this Agreement without notice in terms of clause 11.1 to the other Party (defaulting party) on the happening of any of the following events:
12.1.1 if the defaulting party commits an act of insolvency or is placed in liquidation, business rescue or under judicial management whether provisionally or finally and whether voluntary or compulsory;
12.1.2 if the defaulting party suffers any judgement against it and which remains unsatisfied for 14 (fourteen) days and fails to make application for rescission within 14 (fourteen) days of any default judgement against it;
12.1.3 if any attachment is levied in respect of any property or assets of the defaulting party;
12.1.4 arrangement, compromise, or any composition with its creditors;
12.1.5 if the defaulting party is convicted of any criminal offence relating to fraud, theft, forgery, embezzlement, and related crimes; and
12.1.6 If the defaulting party for any reason fails to obtain any official licence or authority which may at any time be necessary to enable that party to perform its obligations in terms of this Agreement.

13 **LIABILITY OF PARTIES**
13.1 Neither Party shall be liable to the other for any liability, loss, expense, claim, action or damage suffered or sustained by that Party, howsoever arising, unless such liability, loss, action, expense, claim or damage arises out of or pursuant to an intentional or negligent wrongful act or omission or breach of contract by the other Party.
13.2 Notwithstanding the provisions contained above, neither Party shall be liable to the other in any circumstances whatsoever for any indirect, contingent or consequential loss sustained or incurred by the other Party howsoever arising and of whatsoever nature, including but not limited to loss of profits, whether or not both Parties or either Party contemplated such losses or damages at any time.

14 **WARRANTIES**
14.1 **XTEC** warrants that the Equipment will operate within the manufacturer's operating specifications for the duration of this Agreement.
14.2 Except as expressly stated in this clause, no other warranties are provided whether expressed or implied.

15 **CESSION AND DELEGATION**
15.1 Other than as expressly provided for in clause 15.2 hereunder, **The Customer** shall not be entitled to appoint a nominee or to cede any of its rights and/or delegate any of its obligations under this Agreement without the prior written consent of **XTEC**, which consent shall not be unreasonably withheld.
15.2 **XTEC** shall not be entitled to cede all or any of its rights and/or delegate all or any of its obligations under this Agreement to any company without the prior written consent of the Customer.

16 **VARIATION, CANCELLATION AND SIGNATORIES**
No agreed cancellation of this Agreement and no variation of, addition to or deletion of a provision in this Agreement or any of its terms and clauses including the provision contained in this clause shall be effective unless reduced to writing and signed by the Parties.

17 **INDULGENCES**
No indulgence(s) granted, or relaxation(s) allowed by a Party shall constitute a waiver or novation of any of that Party's rights under this Agreement. Accordingly, that Party shall not be precluded, as a consequence of having granted such indulgence(s) or relaxation(s), from exercising any rights against the other which may have arisen in the past or which may arise in the future.

18 **SEVERABILITY**
Should any provision of this Agreement be determined to be unenforceable or invalid by any court of law, arbitrator or competent governmental body for any reason, such provision shall be deemed to be severable from this Agreement and all other provisions shall continue in full force and effect.

19 **VIS MAJOR**
19.1 Neither Party will be liable to the other for any failure, delay or default in the performance of its obligations under this Agreement, if and to the extent that such failure, delay or default is caused by vis major including (without detracting from any other events covered by the rules and principles relating to vis major), casus fortuitous, act of God, strikes, lock-out, fire, riot, flood, drought, state of emergency, inability to secure power, materials or supplies, embargoes, export control, international authority, any requirements of any authority or other competent local authority, war (whether declared or not), civil disturbance, any circumstances beyond its reasonable control, Court order, or failures, shortages, interruptions or fluctuations in electrical power, water supply or communications (collectively, "Circumstances of Vis Major")
19.2 Should any Circumstances of Vis Major continue or be likely to continue for an unreasonably long time, having regard to the nature of the affected obligation or obligations and the surrounding circumstances, then either Party shall be entitled to terminate this Agreement by giving written notice to the other Party to that effect, subject to any other provisions contained in this Agreement dealing with rights and obligations arising from termination, including but not limited to the payment of cancellation fees.

20 **CANCELLATION OF ORDERS**
Notwithstanding anything contained in this Agreement, where **The Customer** seeks to cancel any order placed on **XTEC** for any reason whatsoever, excluding breach of the Agreement on the part of **XTEC**, then, subject to **XTEC** agreeing to such cancellation in writing, **The Customer** shall be liable towards **XTEC** for a cancellation fee equivalent to the higher of 5% (five percent) of the value of the cancelled order or the actual cost incurred by **XTEC** in the procurement of materials and/or goods as well as for other expenses necessarily incurred in connection with the execution or planned execution of the order. Customer will however be liable for any license fees where **XTEC** has incurred the cost.

21 **DOMICILIUM**
21.1 The Parties choose as *domicilium citandi et executandi* ("*domicilium*") and for the delivery of all notices arising out of this Agreement or its termination or cancellation, their respective addresses set out on the first page of this Agreement.
21.2 Notices shall be deemed to have been duly served on the date of delivery, if delivered by hand, if sent by post, 7 (seven) days after posting, or if sent by facsimile or e-mail, on the first business day following the date of the sending of the facsimile or e-mail, unless the contrary is proved.

22 **ENTIRE CONTRACT**
This Agreement constitutes the entire agreement between the Parties with regard to the subject matter hereof and no terms, conditions, warranties, representations or undertakings shall be of any effect between the Parties unless expressly contained herein.

23 **NO SET-OFF**
The Customer shall not be entitled to set-off any amounts or allegedly owing by **XTEC** against any amounts owing in terms of this Agreement.

24 **DEBIT ORDER COLLECTION**
It is a requirement for the customer to pay their monthly invoices via approved debit order collection.

25 **GENERAL**
25.1 A Certificate signed by **XTEC'** Financial Director, whose appointment need not be proved, shall be *prima facie* proof of **The Customer's** indebtedness to **XTEC**, the rate of interest payable thereon and the date from which such interest is calculated, and shall be enough to enable **XTEC** to obtain judgment against **The Customer** in any Court having jurisdiction in terms hereof.
25.2 **The Customer** hereby consents to the jurisdiction of the Magistrate's Court notwithstanding the fact that **XTEC'** claim exceeds the jurisdiction of such Court.
25.3 **XTEC** reserves its right to terminate this Agreement forthwith in the event that any information comes to its attention which causes it to conclude, in its sole discretion, that in its conduct towards **XTEC** in terms of this Agreement, the Customer has engaged in an act or omission which constitutes a material breach or disregard of the Principles of Ethical Business Conduct as per the above documents, and in that event, such termination shall be justified and lawful and shall not be capable of giving rise to any damages claim against, or any other liability for **XTEC**.

Signed at RICHMOND on this the 13 day of 08 20 025

Customer (duly authorised hereto)

Witness

Signed at _____ on this the ___ day of ___ 20 ___.

XTEC PMB (PTY) LTD (duly authorised hereto)

Witness

Customer Initial [ ] Cum

XTEC Initial [ ]

TERMS AND CONDITIONS

DEFINITIONS

1.1 Unless the context otherwise indicates, defined words and expressions shall have the meaning ascribed to them below:

1.1.1 “administration charges” means the legal costs of and incidental to the negotiation, preparation, settling, signing and implementation of this agreement;

1.1.2 "agreement" means this agreement and the annexures to it, which annexures are deemed to form an integral part of this agreement. Where this agreement is a Master Rental Agreement, the terms and conditions of this

agreement shall apply mutatis mutandis to each and every equipment schedule and annexure which the parties may enter into and the goods described in any such equipment schedule shall be rented in accordance with the terms of the agreement;

1.1.3 “certificate of acceptance” means the certificate signed by the User in terms of which the User acknowledges receipt of the equipment delivered to the User's premises, which equipment has been inspected by the User and the User acknowledges that the equipment is installed in good working order and condition and free of defects;

1.1.4 “contract charges “means the contract charges incidental to this agreement, the amount of which are set out on the front page of this agreement or in the annexures, as the case may be;

1.1.5 ”effective date" means the date of signature of the Certificate of Acceptance;

1.1.6 "equipment" means the equipment reflected in this agreement or in the annexure to this agreement (as the case may be), which shall include any accessories or modifications that may be added to or made to the equipment from time to time;

1.1.7 "insurance policy" means a casualty insurance policy issued in respect of the equipment in terms of which cover is provided for losses arising due to the theft, loss of, damage to, or destruction of the equipment;

1.1.8 "minimum period" means that period (exclusive of the broken period) reflected as such in this agreement, or in the annexure to this agreement (as the case may be). For the avoidance of doubt, the minimum period excludes the broken period, in respect of which rentals shall nevertheless be payable;

1.1.9 “Supplier" means Xtec (Pty) Ltd, registration number 2000/022030/07, or any cessionary of the Supplier;

1.1.10 “payment date” means the due date for payment specified in the agreement or in the annexure. Where the payment is in advance, the first business day of the month/quarter/half-year/year, or where payment is in arrears, the last business day that falls within the relevant payment month/quarter/half-year/year or such other day as specified in the agreement;

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1.1.11 "prime rate" means the publicly quoted prime rate of interest per annum (as certified by any manager or accountant of the Supplier) at which the Supplier will lend without security to their most favoured customers on overdraft, expressed in nominal annual compounded monthly terms;

1.1.12 "pro rata rental" means the rental payable in respect of the broken period;

1.1.13 "rental" means the monthly/quarterly/half-yearly/yearly amount charged to and payable by the User to the Supplier for the use and enjoyment of the equipment as specified in this agreement, or in the annexure to this agreement (as the case may be);

1.1.14 "User" means the lessee of the equipment in terms of this agreement or cessionary;

1.1.15 "User's premises" means the premises at which the equipment will be installed and located, or any other premises to which the equipment may have been moved with the prior written consent of the Supplier;

1.1.16 "VAT" means the tax leviable in terms of the Value Added Tax Act, 89 of 1991, as amended.

1.2 The headings of the various clauses contained herein shall not form part of this agreement or be used for their interpretation and have been inserted for reference purposes only.

1.3 The masculine gender shall include the other genders and vice versa, the singular shall include the plural and vice versa and reference to a natural person shall be capable of being construed as a reference to a juristic person and vice versa, unless contrary or other intentions are clearly indicated.

1.4 Any reference to any statute, regulation or other legislation shall be a reference to that statute, regulation or other legislation as at the date of signature of the agreement by the User, and as amended or substituted from time to time.

2 GRANT OF USE AND ENJOYMENT OF EQUIPMENT AND SOURCE OF SUPPLY

2.1 The Supplier hereby grants to the User the use and enjoyment of the equipment. The User hereby accepts such grant of use and enjoyment of the equipment, subject to the provisions of this agreement and the certificate of acceptance.

2.2 The parties record that the Supplier purchased the equipment from an authorised distributor and at the User's specific request for the purpose of renting the equipment to the User. The User acknowledges its sole responsibility to ensure that the equipment is suitable for the purpose of its intended use.

2.3 To the extent legally possible, the Supplier assigns to the User the benefit of all manufacturer warranties which may be given to the Supplier, in relation to the equipment for the duration of the applicable manufacturer warranties or for the period of this agreement, whichever is the sooner. The User may not waive any of the Supplier's common law rights, as purchaser of the equipment (in particular with regard to the common law warranties of the supplier) and/or as to any other warranty furnished in place of any common law warranty.

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3 INSTALLATION AND COMMISSIONING OF EQUIPMENT

The User shall take delivery of the equipment at the User's premises on behalf of the Supplier when such delivery is tendered by the supplier and the User shall, at its own cost and expense, ensure that the installation area/s, electrical outlet/s, connection requirement/s and access way/s are suitable for the installation, passage and electrical connection of the equipment when it is delivered for installation and thereafter. If special lifting tackle or rigging operations are necessary for the installation of the equipment, all charges connected therewith shall be paid for by the User. The Supplier accepts no responsibility in respect of or liability arising out of such installation.

4 PERIOD OF USE AND ENJOYMENT

4.1 Upon the signature by the User of this agreement, this agreement shall constitute an offer by the User, which offer shall be irrevocable.

4.2 This agreement commences on the effective date and, unless terminated earlier under the provisions of clauses 15 and 17, continues for the minimum period until terminated by either the Supplier or the User by either party giving 90 days written notice of termination to the other, which notice of termination operates before the expiry of the minimum period and should written notice of termination not to be given on the expiry of the minimum period, the agreement continues on a month-to-month basis until terminated by either party on ones month's written notice to the other.

4.3 Any notice of termination shall be sent by prepaid registered post to the other party at the *domicilium citandi et executandi* of that party set out in this agreement.

4.4 The provisions of clause 4 shall not be construed as precluding the Supplier from:

4.5.1 refusing to conclude this agreement without giving any reason therefore; or

4.5.2 cancelling this agreement as a consequence of a request by the User to terminate this agreement, provided that, in that event, the terms and conditions attaching to the cancellation shall be on such terms and conditions as may be mutually agreed upon, and, failing agreement within 5 (five) days of a request by the User to terminate this agreement, by the Supplier in the Supplier's sole and absolute discretion.

5 RENTAL FOR THE USE AND ENJOYMENT

5.1 The rental payable by the User to the Supplier for the use and enjoyment of the equipment shall be-

5.1.1 in respect of the broken period, an amount calculated in accordance with the following formula:

A = B X C/D where:

A = pro-rata rental payable,

B = monthly/quarterly/half-yearly/yearly rental which amounts shall be paid on presentation of the invoice in relation thereto;

C = the number of days in the broken period;

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D = 30 (thirty) where the rentals are payable monthly; 90 (ninety) where the rentals are payable quarterly; 180 (one hundred and eighty) where rentals are payable half-yearly; and 360 (three hundred and sixty) where the rentals are payable annually which amounts shall be paid on presentation of the invoice in relation thereto; and

5.1.2 after the broken period, the User shall pay to the Supplier monthly/quarterly/half-yearly/yearly rental as specified in this agreement, on the payment date specified in the agreement, or in the annexure, as the case may be;

5.2 Rentals stated in this agreement have been calculated after taking into consideration: current supplier list prices; all bona fide importation costs including but not limited to freight, clearing, rigging, handling, packaging, insurance, transport and sales/customs/ad valorem duty, rates of exchange; the then current prevailing short to medium term money market rates; any increase in the prevailing weighted average cost of funding to the Supplier; costs of conforming to statutory obligations and / or regulations and all other similar costs (hereinafter referred to as "the rental costing factors").

5.3 If at any stage after the date of signature hereof by the User and during the subsistence of this agreement the prime rate changes, other than for a fixed rental transaction, then without derogating from anything aforementioned, the Supplier may adjust the rentals so that the Supplier maintains the internal rate of return it enjoyed immediately prior to the said change. Any adjustment to the rentals may be made with effect from the date of the change, but in any event shall, if adjusted, be made not later than the first day of the month/quarter/half-year/year following the date of the change. Any variation in the rental in terms of this agreement due to a variation in the prime rate shall be effective notwithstanding any failure on the part of the Supplier to notify the User of such variation in the prime rate or any failure of the Supplier to recover from the User any amounts owed to the Supplier by the User as a result of such adjustment. The User shall be obliged to pay the adjusted rentals from the date of such change. If the User requests the Supplier to terminate a fixed rental transaction and/or to change to a transaction linked to the prime rate, then the User shall pay to the Supplier the costs incurred by the Supplier as a result thereof;

5.4 The User shall not be entitled to withhold any payments from the Supplier or deduct any amount from any rental payable in terms of this agreement for any reason whatsoever including impending disputes, nor shall the User set off against any rental and any other amount payable, any present or future claim which the User may have against the Supplier from any cause howsoever arising.

5.5 All moneys paid by the User in terms hereof shall be applied in the first place to the payment of any additional amounts payable by the User to the Supplier and the balance shall be applied to the payment of the rental set out in this agreement. The Supplier may, notwithstanding the above, in its own discretion and without notice to the User, apply any moneys received by it from the User, in payment of any other amount due by the User to the Supplier,

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whether in respect of equipment sold, services rendered, moneys advanced or any other debt whatsoever. The User shall forthwith settle any shortfall in the amounts due in terms of this agreement which may arise in this manner.

5.6 It is expressly agreed that the rentals do not include any payment in respect of maintenance of the equipment.

5.7 The User shall pay contract charges and administration charges as amended from time to time in respect of this agreement, which charges shall be invoiced together with the rental due for the broken period. Where this is a Master Rental Agreement, then the contract charges shall apply to each annexure to the Master Rental Agreement.

6 INTEREST ON ARREARS

6.1 The User shall pay to the Supplier interest at the prime rate plus 2% (five per centum) on all amounts overdue in terms of this agreement, calculated on a daily basis from the due date of payment until the actual date of payment.

6.2 The User will, in the absence of any manifest error, be bound by the Supplier's calculations in the determination of any interest due to the Supplier.

7 NON WAIVER OF RIGHTS

Any latitude or extension of time which may be allowed by the Supplier to the User in respect of any payment or other performance provided for in this agreement or any other indulgence which may be extended by the Supplier to the User, shall not prejudice any of the rights of both parties under this agreement or operate as a waiver or novation of such rights.

LIABILITY OF THE SUPPLIER AND INDEMNITY

8.1 The Supplier shall not, except where losses are incurred as a result of its own intentional or negligent act or omission, under any circumstances be liable to the User in respect of any damage to person or property of whatsoever nature and howsoever arising, whether direct or indirect or consequential or special or general, resulting from -

8.1.1 the use or possession of the equipment; or

8.2 The User agrees that the Supplier shall not be liable for, and the User hereby indemnifies and holds the Supplier harmless from, any and all loss including loss of business profits, injury, damage, fines, penalties and claims of whatsoever nature and howsoever arising from or connected with the equipment, the installation and commissioning of the equipment and/or the use or possession thereof and whether or not such claims are caused by any act or omission of the User or anyone else.

9 **OWNERSHIP OF EQUIPMENT**

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It is expressly agreed that the equipment shall at all times be and remain the sole and absolute property of the Supplier. At no stage during the period of this agreement or thereafter will the User or any person on its behalf acquire ownership of the equipment in terms of this agreement. On the termination of this agreement, for any reason whatsoever, the equipment shall be collected by the Supplier hereof and neither the User nor any person on its behalf shall after termination of this agreement be entitled to retain the possession, use or enjoyment of the equipment, except where both parties have agreed in writing to extend the possession, use or enjoyment of the equipment.

10 RISK AND MAINTENANCE OF EQUIPMENT

10.1 Subject to the provisions of this agreement, the User shall not during the period of this agreement or after the expiry thereof be liable for or guarantee any amount in respect of the value of the equipment, but shall not be entitled to cancel this agreement as a result of any diminution in the value of the equipment, howsoever caused.

10.2 No guarantees, warranties, representations undertakings or promises of whatsoever nature (excluding warranties as to the fitness of the equipment) other than those expressly contained herein shall be of any force and effect or binding as against the Supplier.

10.3 The User is entitled to inspect the equipment on receipt of the equipment and should there be any defect with the equipment that renders it not appropriate for the purpose for which it was intended, the User is entitled to advise the Supplier of this and for the equipment to be removed and replaced accordingly by the Supplier.

10.4 The User shall not be entitled to any suspension, remission and/or withholding of the monthly rental in respect of any period during which the equipment is not in proper working order or not working at all, provided that the Supplier's services are within the agreed upon service level agreement, failing which the Supplier will provide a replacement loan unit within 2(two) to 4(four) working days.

10.5 On termination of this agreement, the Supplier shall collect the equipment in the same condition as existed at the effective date, fair wear and tear excepted.

11

USER'S OBLIGATIONS

11.1

The User shall not, without the prior written permission of the Supplier, which permission shall not be unreasonably refused:

11.1.1

cede, delegate, sell, transfer, pledge, and/or hypothecate all or any of its rights and/or obligations under this agreement;

11.1.2

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remove or allow the equipment to be removed from the User's premises. Such permission may be granted subject to the requirement that the equipment be moved at the User's expense, by the Supplier's agents, who shall

require 14 (fourteen) days prior written notice thereof.

11.2

The User shall-

11.2.1 use the equipment with care and subject to any instructions issued by the supplier or manufacturer of the equipment from time to time, which instructions shall be deemed to have been issued by the Supplier;

11.2.2 keep the equipment free from the claim of third parties and from attachment, and shall not alienate or transfer the equipment, encumber the equipment, either in part or as a whole, nor allow any lien or hypothec to arise in respect thereof and should the User allow the equipment to become subject to any lien, hypothec or attachment or other encumbrance of any nature prior to the User making payment of all the rental plus VAT in respect of such equipment for the broken period plus the minimum period, and the Supplier pays the amount due for the release thereof, then such amount shall constitute a debt owing to the Supplier by the User and shall become payable on demand. The User's responsibility shall, inter alia, include the repairing or replacing of all damaged, broken or worn parts, where this is caused by negligence, misuse or neglect by the User;

11.2.3 keep the equipment dry, clean, and free from dust, extreme temperature and harmful fumes and install adequate lightning and/or surge protection to the relevant connection points, which would be supplied by the Supplier;

11.2.4 permit the Supplier and/or its authorised agents to have access to and to inspect and/or maintain the equipment at all reasonable times;

11.2.5 provide adequate accommodation and all other facilities necessary for the installation and maintenance of the equipment as laid down in any specification issued by the relevant authority;

11.2.6 immediately on the effective date, advise the Supplier and the landlord of the User's premises in writing or any new landlord and/or new Supplier of such premises of the fact that the equipment is the property of the Supplier and will remain such throughout the subsistence of this agreement and thereafter;

11.2.7 the User shall similarly immediately notify the landlord and Supplier and any new landlord and/or new Supplier of any subsequent premises at which the equipment is located or installed, of the Supplier's ownership of the equipment.

The User shall notify the Supplier of any new address where the equipment is kept if the equipment is moved;

11.2.8. not interfere with or allow any interference with any identification which may be affixed to the equipment by the Supplier or the supplier from time to time;

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11.2.9 not use the equipment in contravention of this agreement or the terms and conditions of any insurance policy relating to this agreement;

11.2.10 not use or allow any person to use illegal or pirated software on or in connection with the equipment;

11.2.11 not, without the prior written consent of the Supplier, make any alteration to the equipment other than the repair or replacement of broken, damaged or worn parts. The User acknowledges that all replacements and renewal parts and accessories and all additions, modifications and alterations to the equipment during the currency of this agreement, shall be deemed to form part of the equipment and shall accede to the equipment and become the property of the Supplier without compensation to the User;

11.2.12 keep the equipment in its own possession and control and shall not permit the equipment to be used by any unqualified operator or in any other manner contrary to the law or the terms and conditions of any insurance policy relating to the equipment;

11.2.13 pay and bear all VAT on rentals and all other amounts properly chargeable with VAT, payable in terms of or pursuant to this agreement

Supply must include the following to their total bid price as per tender document page 9

12.1 regular repairs

12.2 insurance and accidental damage

12.3 preventive maintenance

12.4 replacement of parts

12.5 regular times

12.6 travel times

12.7 labour cost

12.8 customer request calls or service costs

12.9 toner for every machine on request for a period of 36 months

12.10 drum units

12.11 lighting protector

12.12 turnaround time to respond to a query (minimum of 48 hours and maximum of 96 hours)

12.13 FM audit software (to gather information like printer status, toner levels, usage matrics)

12.14 escalation will be based on CPI

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ANNEXURE TO FULL SERVICE AND MAINTENANCE AGREEMENT IN RESPECT OF

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ENTERED INTO BY AND BETWEEN
XTEC KZN (PTY) LTD
COMPANY REGISTRATION NUMBER: 2000/022030/07
OF 342 BOOM STREET,PIETERMARITZBURG,3200
AND
THE **"USER"**: RICHMOND MUNICIPALITY
COMPANY REGISTRATION NUMBER
PHYSICAL ADDRESS 57 Shepstone Street-Richmond-3780

XTEC xerox

342 Boom Street
Pietermaritzburg
3201
t: 033 816 1500
f: 033 394 7477
pmb@xtec.co.za

DESCRIPTION	SERIAL NUMBER	BASIC CHARGE	INCL. COPIES	MONO A4	MONO A3	COLOUR A4	COLOUR A3	MONO YIELD	CYAN YIELD	MAGNETA YIELD	YELLOW YIELD	BREAK POINT MONO CPC	BREAK POINT COL CPC	BREAK POINT MONTHLY VOLUME	MAXIMIUM LIFE VOLUME	ADDRESS
XEROX HIGH VOLUME COLOUR MULTIFUNCTIONAL PRINTER	3743021761			R0.0990	R0.19	R0.6900	R1.38	59 000	28 000	28 000	28 000	N/A	N/A	N/A	3 000 000	FINANCE- MAIN OFFICE -57 SHEPSTONE ROAD -RICHMOND-3780
XEROX HIGH VOLUME COLOUR MULTIFUNCTIONAL PRINTER	3743021974			R0.0990	R0.19	R0.6900	R1.38	59 000	28 000	28 000	28 000	N/A	N/A	N/A	3 000 000	CORPORATE SERVICE- MAIN OFFICE-57 SHEPSTONE ROAD-RICHMOND - 3780
XEROX HIGH VOLUME COLOUR MULTIFUNCTIONAL PRINTER	3050369470			R0.0990	R0.19	R0.6900	R1.38	36 000	21 000	21 000	21 000	N/A	N/A	N/A	3 000 000	OMM --MAIN OFFICE-57 SHEPSTONE ROAD-RICHMOND -3780
XEROX HIGH VOLUME COLOUR MULTIFUNCTIONAL PRINTER	3050369454			R0.0990	R0.19	R0.6900	R1.38	36 000	21 000	21 000	21 000	N/A	N/A	N/A	3 000 000	LED -MAIN OFFICE-57 SHEPSTONE ROAD -RICHMOND-3780
XEROX HIGH VOLUME MONO MULTIFUNCTIONAL PRINTER	3749899483			R0.0990	R0.19			59 000				N/A	N/A	N/A	3 000 000	TECHNICAL / PLANNING -57 SHEPSTONE ROAD -RICHMOND -3780
XEROX HIGH VOLUME MONO MULTIFUNCTIONAL PRINTER	3749899602			R0.0990	R0.19			59 000				N/A	N/A	N/A	3 000 000	MAYOR - MAIN OFFICE -57 SHEPSTONE ROAD -RICHMOND-3780
XEROX HIGH VOLUME COLOUR MULTIFUNCTIONAL PRINTER	3948338873			R0.0990	R0.19	R0.6900	R1.3800	22 500	14 000	14 000	14 000	N/A	N/A	N/A	750 000	LIBRARY- OPPOSITE MAIN OFFICE -57 SHEPSTONE ROAD -RICHMOND-3780
XEROX HIGH VOLUME MONO MULTIFUNCTIONAL PRINTER	3749680155			R0.0990	R0.19			34 000				N/A	N/A	N/Z	2 000 000	TESTING GROUND-VICTORIA STREET-RICHMOND-3780

OFFICE MACHINES COVERAGE MONO/COLOUR : 5%
BILLED MONTHLY: YES
TONER INCLUSIVE: YES
PERIOD OF AGREEMENT : 36 MONTHS
TERMS AND CONDITIONS AS PER THE MASTER FULL SERVICE AND MAINTENANCE AGREEMENT
EXCLUDE VAT

BE
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Thus done and signed in : PIETERMARITZBURG
This 13th day of August AUGUST 2025
BY:
In his capacity as: Director
ESwane
FULL SIGNATURE
FOR AND ON BEHALF OF THE USER

Zanele Zuma
WITNESS NAME WITNESS SIGNATURE

ANNEXURE TO FULL SERVICE AND MAINTENANCE AGREEMENT IN RESPECT OF

INITIAL BE

GM

ENTERED INTO BY AND BETWEEN
XTEC KZN (PTY) LTD
COMPANY REGISTRATION NUMBER: 2000/022030/07
OF 342 BOOM STREET,PIETERMARITZBURG,3200
AND
THE "USER": RICHMOND MUNICIPALITY
COMPANY REGISTRATION NUMBER
PHYSICAL ADDRESS 57 Shepstone Street-Richmond-3780

XTEC xerox
342 Boom Street
Pietermaritzburg
3201
t. 033 816 1500
f. 033 394 7477
pmb@xtec.co.za

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~~[illegible]~~	~~[illegible]~~			~~[illegible]~~	~~[illegible]~~	R0.69	R1.38	[illegible]				~~N/A~~	~~N/A~~	~~N/A~~	~~[illegible]~~	~~[illegible]~~
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EXCLUDE VAT

BE Initial

Thus done and signed in : PIETERMARITZBURG	
This 13 day of AUGUST 2025	
BY:	
In his capacity as: Director MUNICIPAL MANAGER	
FULL SIGNATURE	WITNESS NAME WITNESS SIGNATURE