

Black Toner inclusive? **YES**
 Colour Toner inclusive? _____
 PCU/Master Unit inclusive? **YES**
 Maintenance kits inclusive? **YES**

Signature *[Handwritten Signature]*

Please specify Yes or No

TONER/ PCU/ MAINT KIT	Recommended yield/copies	Copies required before free Toner /unit will be supplied
TONMP4500NEW	Black @ 6% coverage	30 000

Please specify ALL inclusive product codes and yields

7. Equipment covered by this agreement

Date of installation: 01-12-2013 Opening Reading: 0

Place of installation: REKORDS CALVINIA (JUDITH) INFO

Description: Model: MP4002AD SP Serial number: W1523J 8 00128
 Peripherals: Model: _____ Serial number: _____
 Model: _____ Serial number: _____
 Model: _____ Serial number: _____
 Model: _____ Serial number: _____
 Model: _____ Serial number: _____
 Model: _____ Serial number: _____

8. Minimum Service Charge

The following minimum service charge will be applicable:

R NONE

Signature *[Handwritten Signature]*

9. Schedule of charges

	CPC	VAT	TOTAL
0-50 000 COPYS @	0-075	0-0105	0.0855
50 001 COPYS @	0-125	0-0175	0.1425

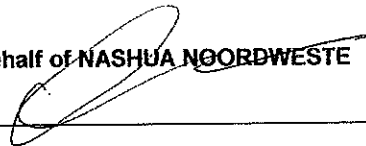
10. Software / Network support

	Rate p/hour	VAT	TOTAL
Software and network support per hour	180.00	25.20	205.20
Helpdesk support			
RDS support (per incident)			

11. Meter Reading Contact Person

Name	MARIETTE
Telephone no	
Fax no	
Email address	

Signed on behalf of NASHUA NOORDWESTE

Signature: 

Name: C.J.J. Basson

Capacity: Director

Date: 22/11/2013

Signed on behalf of CUSTOMER

Signature: 

Name: Charl Du Plessis

Capacity: Mun Manager

Date: 20/11/2013

CONTINUOUS SERVICE AGREEMENT

BETWEEN

TELE NOVA CC Reg No 1998/037543/23

T/A NASHUA NOORDWESTE,

HEREINAFTER REFERED TO AS:

NASHUA

AND

CUSTOMER

NAME: HANTAN MUNISIPALITEIT

ADDRESS: CALVINIA

1. NASHUA agrees to:

- (a) Maintain the equipment in an efficient operating condition. Nashua shall not be liable for any loss, including consequential loss, arising from the malfunction or failure of the equipment to function or from any other cause whatsoever. Any repairs or service required by the customer due to misuse or negligence or services required outside normal working hours may, at Nashua's discretion, be charged to the customer in accordance with Nashua's current service charges and conditions.
- (b) Supply paper and consumables at Nashua's current prices applicable at the date of delivery of such consumables.

2. The Customer agrees to:

- (a) Use only paper and consumables approved by Nashua. Paper and Consumables may be purchased from Nashua at prices applicable at date of delivery.
- (b) Pay Nashua as set out in the schedule of charges. Unless stipulated otherwise the charges include service, parts and labour, but exclude paper, toner, master units, oil, maintenance kits and other consumables. This rate may be varied from time to time in accordance with Nashua's current pricing schedule.
- (c) Provide two persons as "principal operators" to be trained on the use of the equipment. The Customer shall notify Nashua, in writing of change of these personnel.
- (d) Provide access at any time during normal working hours to any authorized representative of Nashua for any of the purposes of this agreement.
- (e) Accept liability for damage to the equipment if the damage is due to negligence on the part of the Customer or its employees or persons who have access to the equipment.
- (f) Pay amounts due to Nashua on receipt of invoice, failing which Nashua may summarily and without notice suspend or cancel supply of service and consumables until all outstanding amounts due to Nashua are paid.
- (g) Where applicable supply Nashua, in a manner determined by Nashua, with a meter reading for each piece of equipment every month and/or when required for the purposes of this agreement.
- (h) Comprehensively insure the equipment at its own cost against all risk including acts of God, power surges and lightning, and maintain such insurance policy for the duration of this contract. Should equipment be found to be uninsured, the customer will be held fully liable for any damage and/or loss to/of equipment.
- (i) Keep the goods in its custody and under its control at the business premises/address mentioned in the Continuous Service Agreement and shall notify Nashua of the removal thereof to other premises.
- (j) Pay Nashua for the relocation of equipment at current pricing. Only Nashua personnel may relocate equipment.
- (k) In the event of the machine being out of commission due to Customer non-usage, or in storage for a period exceeding 60 days, Nashua reserves the right to charge at current rates for re-commissioning the equipment.

3. Duration of Agreement

This agreement shall commence on installation of the equipment and shall be for an initial period of36 months and thereafter for an indefinite period subject to the right of the Customer or Nashua to terminate the agreement upon not less than 90 days written notice.

4. Included Consumables (if applicable)

- (a) Where toner is included in a copy charge, Nashua will supply toner free of charge for the equipment, i.e. one (1) toner cartridge when required providing that at least 80% of the recommended yield is reached, (measured as per the manufacturers specifications at a rate of 6% coverage)
 - (b) Any extra toner that may be required for the machine will be for the customer's own account prorated for percentage of yield not reached and will be charged at Nashua's applicable pricing at the time.
 - (c) An official purchase order from the customer will be required **before** toner will be released.
 - (d) Where OPC and/or Maintenance kits are included, Nashua will supply and replace such units as required by the equipments replacement schedules.
 - (e) Should it be determined that a OPC/Maintenance unit needs replacement before the stipulated yield was reached and that damage or wear was due to use of the equipment outside normal working parameters and/or abuse, replacement cost will be for the customer's own account prorated for percentage of yield not reached and will be charged at Nashua's applicable pricing at the time.
5. Should the equipment be utilized in excess of the recommended monthly usage as stipulated by the manufacturer, an additional service fee as outlined in clause 9 below will apply.

- 6. Software (operational and application software) related problems are not covered by this contract, and are subject to labour and travel charges, for the customer's account. Licensed Software packages in use must be available on site. It is the customer's responsibility to maintain proper backups at all times. Should the system fail, Nashua will not be held responsible for any lost data. Nashua cannot be held responsible for any losses, consequential or other, in the event of data loss due to backup program failure.