

Guaranteed Maintenance Agreement

REMIT TO:

Systel Business Equipment Co., Inc. Post Office Box 35870 Fayetteville, NC 28303

Date:
Customer #:
Program Type:
Contract Start Date:
Contract End Date:

Telephone (910) 321-7700 Fax (910) 483-2846 B/W Start Meter Make/Model Serial Number **EQUIP ID# Color Start Meter** Addendum Attached: Single Group Combined LOCATION: **BILL TO** Key Operator/ Meter POC: Meter Method: **Technician Assigned:** Fmail address: Phone #: Fax#: @Remote / RDS: Labrador: LEASE/RENTAL CUSTOMERS: If this agreement is being provided at no charge in consideration for a lease/rental agreement on equipment with SYSTEL check here INCLUDES: Appropriate categories must be initialed by Customer in the box to the left of the option (Please check one) COPIES Type S - Includes all parts and labor; Excludes drums, supplies, and networking Type B - Includes all parts, labor, and drums; Excludes supplies and networking Type F - Includes all parts, labor, and supplies; Excludes paper, staples, color toner, and networking DEVELOPMENTS Type C - Includes all parts, labor, and supplies; Excludes paper, staples, and networking **Equipment Type** Base Rate* Base Allowance* Additional Rate over Base Payment Information B/W UNIT Total Payment COLOR UNIT \$ _ Sales Tax **B/W PRINTER** \$ \$ Payment Due --**COLOR PRINTER** \$ \$ If wide-format, billing is per Square foot / Linear Foot The base rate and allowance are payable in advance.

TERMS AND CONDITIONS					
		Check here if power equipment filter is provided. Customer acknowledges receipt herewith of power filter equipment. Serial Number			
COMMENTO.		Any terms and conditions which conflict with, vary from or supplement the Agreement terms shall be deemed null and void".			
COMMENTS:		"This transaction shall be governed in all respects by the terms and conditions of contract # NC STC 204D (ITS-400096).			

- 1. This Agreement is for one year beginning on effective date and will be automatically renewed and billed for one (1) year periods unless either party notifies the other in writing at least thirty (30) days before the annual expiration date of this Agreement.
- 2. This Agreement does not cover physical damage from misuse, abuse, natural disasters, fire, theft, water or spillage of any liquid or from damage of clips, staples or other foreign objects, drum scratches of any kind, malfunctions of associated peripheral equipment, transmission lines, modems, retraining of equipment operators or service calls which result from improper operation, service which should be performed by key operator, major rebuilding, overhauling or operating supplies which include toner, paper, developer, drums, filters or heat roller kits, except as noted. Freight on supplies shipped per the above coverage type is not included.
- 3. This Agreement may be canceled by Systel at any time, including but not limited to nonpayment by Customer. If this Agreement is terminated for any reason, including nonpayment, customer agrees to pay regular price for any supplies indicated above as provided at no charge in this Agreement and received within ninety (90) days prior to the effective date of termination. Any change in program type or plan must be made at renewal date and customer must provide Systel with a minimum of thirty (30) days written notice before renewal of any request to change to any other type service plan.
- 4.Customer agrees to pay all invoices when due and keep any open account with Systel current at all times. Service may be suspended or this Agreement may be terminated if customer's account becomes past due.
- 5. Should actual usage not be available to Systel, then usage will be estimated based upon previous usage. Further, Customer acknowledges that a certain service discount may have been provided in exchange for providing monthly meters via an @Remote or RDS device. If customer is unwilling or unable to provide monthly meters under such program, additional charges of \$25 per unit may apply under this Agreement.
- 6. The power filter equipment listed above is provided to customer at no charge as long as this agreement is in effect. At termination of this agreement for any reason whatsoever customer agrees to return to Systel, freight or postage prepaid, the power filter equipment named herein. If not received within 10 days of the effective termination date of this agreement, customer agrees to pay to Systel the replacement value of \$159.00 for this equipment and remit this amount within 10 days of receipt of invoice by Systel. Customer shall bear full responsibility for all loss or damage to the power filter equipment provided.

 7. Coverage will be void under this Agreement if equipment is serviced by anyone other than Systel personnel or supplies are used which are purchased from any company other
- 7. Coverage will be void under this Agreement if equipment is serviced by anyone other than Systel personnel or supplies are used which are purchased from any company other than Systel. All supplies must be replaced when needed to continue coverage under this Agreement. A special rate on service has been provided in consideration for supply purchases and use of supplies from any other source could result in higher service rates. Service calls resulting from the use of inferior quality supplies will not be covered under this Agreement and will be billed at standard hourly rates.
- 8. This Agreement is non-transferable and prices are subject to change annually. This Agreement is non-refundable during the contract period. Any training for operator after initial installation is not included in this Agreement and will be billed separately.
- 9. This Agreement will not be effective until approved by Systel Management and upon receipt of initial payment or approved purchase order. All service will be charged at standard hourly rates until approved contract is on file. Agreements may not be back dated to cover prior service. Units out of warranty may require inspection charge and purchase of any worn items that would be covered under any subsequent contract.
- 10. Systel normally provides service response time in four (4) hours or less from the time the call is placed with our Dispatch Department. Emergency service calls where the equipment is totally inoperable are guaranteed to our customers if they notify us at the time of placing the call that emergency service is required and the machine is totally inoperable (will not make a copy). If for any reason Systel fails to respond to emergency service calls within four (4) working hours, then the customer shall be entitled to a twenty-five dollar (\$25.00) credit to their account to be used for the purchase of supplies or other services. The customer must notify the technician upon their arrival to receive credit under this program. No credits will be issued after the date of any call for which credit is claimed.
- 11. Systel provides to its customers a total satisfaction guarantee as long as your machine is continuously under a Systel Guaranteed Maintenance Agreement. At any time the customer is not totally satisfied with their equipment purchased, leased, or rented through Systel, it may be exchanged for similar equipment of equivalent age, condition, and volume. Type of equipment substituted will be at the sole discretion of Systel. The company's normal installation and removal charges shall apply to any substitutions or equipment requested by customer.
- 12. There are no warranties, agreements or representations of any kind, directly or indirectly, expressed or implied, except those specifically stated herein. The warranties provided herein for the equipment shall only be for the use of the equipment in the manner for which it was designed in accordance with all applicable manufacturer and vendor manuals.

By executing this agreement, I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of customer. Authorized signature acknowledges terms / conditions and expiration dates or meter.

CUSTOMER ACCEPTANCE		SYSTEL SALES REPRESENTAT	SYSTEL SALES REPRESENTATIVE		
Authorized Signature/Date	Print Name	Title	Signature Rep #	Date	
			Manager Approval:		