



TASKALFA 15000c Cost-Per-Page Service Agreement Terms & Conditions

Major Business Machines, Inc. (the Company) agrees directly or through its authorized representatives to provide service as required at the installation address specified on the signed agreement with the equipment listed. All charges specified are those currently in effect and are subject to change if the Company determines a loss of revenue related to this contract.

Minimum Charge: No monthly minimum charge required.

Renewal: This agreement will automatically renew on its anniversary date unless terminated by the customer with 30 days written notice. All cancellations will be billed from the renewal date to the cancellation date plus 30 days. Send written notice of cancellation to: PO Box 6092, Greenville, SC 29606-6092

Price Adjustment: Major Business Machines, Inc. shall reserve the right to increase the cost of this service agreement by no more than twenty (20%) percent on an annual basis for the first five years of this agreement.

Meter Readings: Prices listed above is contingent on allowing Major Business Machines to install a "Meter Collection App" on customer's network to monitor all page counts. At Installation if customer elects not to allow this "Meter Collection App" a twenty percent increase per page will apply and it will be the responsibility of the customer to supply page counts when requested by Major Business Machines. If you fail to provide page counts when requested a \$10 administrative fee may be added to your invoice.

Terms are Net 30 Days. Major Business Machines will have the right and customer will pay a late payment of 2.0% per month, but not in excess of the lawful maximum on the unpaid balance. **All prices are plus State Sales Tax if applicable.**

1. After Hour Service

Travel, mileage, travel expenses and labor time will be charged at established hourly rates for service rendered at the customer's request after Major Business Machine's normal business hours. Major Business Machine's normal business hours are Monday through Friday, 8:00a.m. To 5:00p.m.

2. Coverage

Coverage of the Agreement includes most parts, labor, travel time, and mileage to maintain the machine. This agreement does not include ink, paper, staples, shipping and handling charges for shipment of supplies to the customer's location. The customer may pick-up supplies at one of our locations without incurring any shipping and handling fees. This agreement does not include service calls for toner/ink spills, toner/ink installation, toner installation instructions & procedural maintenance, accident, negligence, misuse, specification changes, loss of electrical power, power fluctuations, adequate surge protection, or causes other than normal use. This is a service agreement not an insurance policy. This agreement does not include broken plastic parts such as but not limited to; catch trays, sorter bins, finisher bins, covers, levers, glass, buttons or any other part of the copier that was broken by user abuse. This agreement does not include delivery of emergency supply orders; it is the sole responsibility of the customer to order sufficient supplies to last for a 30-day period. Emergency same day supply delivery is available for \$65 per order.

3. Access to Equipment

Major Business Machines shall not be responsible for failure to render service due if: a) use of equipment in a manner not recommended by OEM; b) failure to provide a suitable installation environment, including but not limited to, adequate electrical power, air conditioning or humidity control; c) Customer's improper use, management, or supervision of covered equipment; d) accident and disaster, including but not limited to, fire, flood, water, wind, snow, or lightning; e) electrical work, devices, cables, etc. external to the equipment; f) the maintenance of accessories, alterations, attachments or other devices not covered by this agreement; g) excessive electrostatic discharge, improper grounding, improper power line protection; h) failure of customer to perform OEM recommended daily/weekly maintenance and cleaning or use of non OEM supplies; i) service providers and parts installers other than the Upstate; j) improperly trained and inexperienced operators k) customer abuse including but not limited to broken panels, glass, cosmetic damage and other causes beyond its control. Major Business Machines shall not be responsible for service rendered during normal business hours when the Customer deems the equipment not available for service/repair, and may cause a service charge, not exceeding a reasonable amount.

3a. Modifications of Use

This agreement does not include alterations, attachments, or specifications, changes to the equipment, use of non-OEM supplies, and may require an increase in service charges. If any machine is regularly used by more than one shift of personnel, the per-period service charge will increase fifty (50%) percent per additional shift.

4. Parts Replacement

Parts will be furnished on an exchange basis and will be parts of equivalent to new in performance when used in the equipment. Major

Business Machines may determine if a shop reconditioning is necessary because normal repair and parts replacement cannot keep the equipment in satisfactory operating condition. Major Business Machines will submit a cost estimate of needed repair which will be in addition to the service agreement charges. If the Customer does not authorize such work, Major Business Machines may:

- a) Refuse to renew the service agreement for the equipment
- b) Cancel the service agreement with thirty (30) days written notice, and without refund of the unused portion.

5. Automatic Service Agreement Renewal

Major Business Machines will automatically renew this Agreement for successive one-year periods.

6. Cancellation of Service Agreement

Major Business Machines may terminate this agreement with thirty (30) days written notice, without refund of the unused portion of the Agreement.

7. Training

Major Business Machines will provide complete customer training during the equipment installation limited to 90 days after installation, and not to exceed four (4) hours. Additional training requested by the customer will be performed by Major Business Machines on a per hour basis, chargeable to the Customer.

8. Price Increase

Major Business Machines, Inc. shall reserve the right to increase the cost of this service agreement by no more than twenty (20%) percent on an annual basis for the first five years of this agreement. MBM has the right to reevaluate this contract at any time during each annual period without notice to the Customer.

9. Non-Payment

Major Business Machines, Inc. shall reserve the right to place customer's account on credit hold if payment has not been made within the terms specified on the front of this agreement. If the customer's account has been placed on credit hold, the customer can place service calls and supply orders but at which time they will be released will be determined by the date at which full payment has been made by the customer on their account.