

Cost-Per-Square-Foot Service Agreement Terms & Conditions

Major Business Machines, Inc. (MBM) agrees directly or through its authorized representatives to provide service as required at the installation address specified above on the equipment listed. All charges specified are those currently in effect and are subject to change only at the time of subsequent annual renewal of the agreement. If the charges are increased, Customer may, as of the effective date of such increase, terminate this agreement by written notice to the Company. Otherwise the new changes shall become effective upon the date specified in the renewal notice.

Terms are Net 30 Days. MBM 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. **Minimum Charge:** \$20 per month per device. (Based on Cost-Per-Square-Foot) Example: \$20 divided by .04 = 500 per square feet.
2. **Meter Readings:** Prices listed above is contingent on allowing MBM 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 MBM. If you fail to provide page counts when requested a \$10 administrative fee may be added to your invoice.
3. **After Hour Service:** 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. MBM's normal business hours are Monday through Friday, 8:00a.m. to 5:00p.m.
4. **Coverage:** Coverage of the agreement includes all parts, labor, travel time, mileage, toner, drums, developer, and fuser rollers to maintain the machine. This agreement does not include 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 spills, toner 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 \$50 per order.
5. **Access to Equipment:** MBM 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 MBM; 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. MBM 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 our normal hourly rate of \$125.
- 5a. **Modifications of Use:** This agreement does not include alterations, attachments, or specification 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.
6. **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. MBM may determine if a shop reconditioning is necessary because normal repair and parts replacement cannot keep the equipment in satisfactory operating condition. MBM will submit a cost estimate of needed reconditioning which will be in-addition to the service agreement charges. If the Customer does not authorize such work, MBM 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.
7. **Automatic Service Agreement Renewal:** MBM will automatically renew this agreement for successive one year periods. This agreement will automatically renew on its anniversary date unless terminated by the customer with 30 days written notice.
8. **Cancellation of Service Agreement:** Customer may terminate this agreement with thirty (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. All unused toners must be returned to MBM at customer expense. MBM may also terminate this agreement with thirty (30) days written notice, without refund of the unused portion of the agreement.
9. **Training:** MBM 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 MBM on a per hour basis, chargeable to the Customer.
10. **Price Increase:** MBM shall reserve the right to increase the cost of this service agreement no more than fifteen percent on an annual basis for the first five years of this agreement.
11. **Non-Payment:** MBM 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.