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www.opmcopiers.com.au

opm@bigpond.net.au

Maintenance Agreement

POSTAL ADDRESS

DELIVERY ADDRESS

Company:	Company:
Contact:	Contact:
Address:	Address:
Phone:	Phone:
Fax:	Fax:
Mobile:	Mobile:
E-mail:	E-mail:

MAINTENANCE AGREEMENT

Machine Type:
Model:
Serial:
Date Of Installation:
Expiry Date:

START METER READING: 101: 108: 125:

MAINTENANCE AGREEMENT DETAILS:

	Annual Maintenance	
*	Monthly Copy Charge	

CONSUMABLES DETAILS:

*	Toner	
	Staples	

TERMS AND CONDITIONS

ENTIRE AGREEMENT

1. This is the entire agreement between the parties. There are no other warranties, collateral representations, undertakings or agreement of any nature whatsoever.

TRADE PRACTICES ACT

2. The Trade Practices Act 1979 (as amended) implies into this contract term, which can not be excluded by agreement. Where such terms apply this agreement shall be read as if they were repeated in this agreement.
To the extent permitted by law OPM Copiers Pty Limited liability shall be limited at OPM Copiers Pty Limited option to the re-supply, repair or replacement of the equipment, equivalent equipment or services or the cost of such re-supply, repair or replacement.

MAINTENANCE

3. The purchaser will pay all the current maintenance charges owed to OPM Copiers Pty Limited within seven (7) days of the receipt of the invoice. OPM Copiers Pty Limited may alter the maintenance charges at any time by providing the purchaser written notice.

4. In consideration of payment by the customer for OPM Copiers Pty Limited maintenance charges from time to time OPM will undertake the following:

- (a) To supply to the Customer on request all necessary consumables for the equipment, including toner, paper and machine accessories at the current OPM Copiers Pty Limited list prices plus a delivery charge.
- (b) To train the customer personnel in the correct use of the equipment.
- (c) To provide the labour associated with parts repair, maintenance parts or replacement and all mechanical adjustments including cleaning and lubrication for the equipment as from time to time may be considered necessary by OPM copiers Pty Limited service personnel to ensure the effective operation of equipment, provided that where toner is included in the current copy charge, OPM Copiers Pty Limited shall be entitled to charge for toner where its use exceeds OPM Copiers Pty Limited specifications that are based on average yields of A4 copies.

5. OPM Copiers Pty Limited will not be obliged to perform services and parts repair if:

- (a) The machine is not operated according to OPM Copiers Pty Limited instructions.
- (b) The machine is operated using materials and consumables other than those recommended by OPM Copiers Pty Limited
- (c) If not informed of any defect in the operation of the machine.
- (d) If the machine is moved to a location outside OPM Copiers Pty Limited current service area, or if reasonable access to repair is denied.
- (e) If the machine is relocated removed or installed by other than OPM Copiers Pty Limited representatives.
- (f) The equipment is repaired by anyone other than OPM Copiers Pty Limited approved representatives.

If at our discretion that OPM Copiers Pty Limited does provide service and repairs then the purchaser will be charged at OPM Copiers Pty Limited prevailing rates for parts and service.

PAYMENT AND INTEREST

6. All goods and equipment supplied remains the property of OPM Copiers Pty Limited until payment is received in full. The total price shall be paid on delivery. All maintenance sums payable to OPM Copiers Pty Limited shall be paid no later than 7 days from the date of invoice, or as directed in writing by OPM Copiers Pty Limited.

7. Where any sum payable to OPM Copiers Pty Limited is in arrears by 7 days OPM Copiers Pty Limited at its discretion may charge interest on that sum at the rate of 5% above the maximum rate charged by OPM Copiers Pty Limited Bank on overdraft accommodation concerning sums up to \$50,000.00.

8. Plus GST if applicable.

SERVICE TIMES

9. OPM Copiers Pty Limited will carry out service and repairs as described in clauses 4 and 5 during business hour's 9.00am to 5.00pm Monday to Friday, excluding public holidays, when called upon to do so by the purchaser.
If OPM Copiers Pty Limited completes service or repair at a distance of greater than 40 kilometres from the nearest OPM Service Centre or after normal business hours, then OPM Copiers Pty Limited may at its discretion charge for additional labour, travel expenses and additional fee's at OPM Copiers Pty Limited prevailing rates.

ASSIGNMENT OF AGREEMENT

10. The purchasers may not assign its rights or obligations under this agreement without the written consent of OPM Copiers Pty Limited.

GOVERNING LAW

11. The terms and conditions of this contract shall be governed by, and construed and interpreted according to the Laws of the State of New South Wales. The purchaser and OPM Copiers Pty Limited submit to the exclusive jurisdiction of the courts of New South Wales.

12. Either party may terminate this agreement at any time on thirty (30) days written notice.

<u>CUSTOMER:</u>	<u>OPM COPIERS PTY LIMITED:</u>
NAME:	NAME: CON BARBERIS
TITLE:	TITLE: DIRECTOR
DATE:	DATE:
SIGNATURE:	SIGNATURE: