

## Terms & Conditions of Service Agreement

1. This part of the document sets out the full terms and conditions of the agreement ("the Agreement") made between the Supplier (Copyquip Ltd its Transferees, Successors and Assigns) and the Customer, for the service of the equipment ("the Equipment").
2. The Agreement commences with the date the Agreement is signed by the Supplier and shall continue for a period of five years and thereafter from the year to year provided that the Customer shall be entitled to terminate the Agreement at the end of five years or such anniversary date thereafter by giving sixty days prior written notice to the Supplier such notice expiring on an anniversary date.
3. In consideration of the Supplier providing the maintenance service set out in Clause 4, the Customer agrees to purchase the agreed monthly copy volume invoiced in advance at the agreed copy cost from time to time applicable. The agreed copy cost set out overleaf is based on A4 size and sizes larger than A4 shall be treated as two copies. The agreed monthly copy volume shown overleaf is the minimum monthly volume which shall be used by the Customer and any copies used each month in excess of that minimum figure shall be charged to and payable by the Customer at a rate equal to the agreed copy cost from time to time applicable.
4. In consideration of the Customer agreeing to purchase the agreed monthly copy volume per copier the Supplier shall provide preventative and corrective maintenance occasioned by normal usage of the Equipment including engineering labour and replacement parts but excluding paper and toner, and the agreed additions as shown overleaf. Legal title to all replacement parts and consumables supplied by the supplier will remain vested in the Supplier until such time as the Supplier has received payment in full from the Customer. The aforesaid maintenance service on the Equipment shall only be carried out between the hours of 9.00 a.m. and 5.00 p.m. Mondays to Fridays inclusive (excluding, public, bank and statutory holidays) and such services will normally be provided before the expiration of nine normal service hours from the time of request.
5. The Supplier shall in addition to the charges herein before mentioned, be entitled to charge and the Customer shall pay for engineering labour (including travelling time) and for replacement parts due to:
  - a) A service caused by wilful neglect accident or misuse of the Equipment by the Customer or their employees agents.
  - b) Remedial maintenance caused otherwise than by fair wear and tear, neglect, default by the Supplier.
  - c) A service caused by the use of papers, consumables or interfaces not approved by the Supplier.
  - d) The use of any toner not supplied by the Supplier.
  - e) Faults, occasioned by fluctuating voltage.
  - f) Service required outside of normal working hours as specified in clause 4.
  - g) Service work that requires the machine to be transferred to our workshops. An estimate of cost will be provided before proceeding with any overhaul.
6. The Customer at its own expense shall provide adequate space and facilities (including electricity, heat, light and ventilation outlets) as shall be reasonably required for the Equipment and allow the Supplier full access to the Equipment for the purpose of service and inspection.
7. The Customer shall not remove said Equipment from the installation address described overleaf without prior written consent from the Supplier.
8. The Supplier shall be relieved of its obligations hereunder and shall not be liable to the Customer for any delay, injury or loss caused by strikes, lockouts, labour disputes, abnormal weather conditions, catastrophes, fires riots, acts of God, legal acts of public authorities, delays or faults caused by carriers, non-availability of labour or materials force majeure or from any other cause beyond the Supplier's control and any period for the rendering of services shall be extended for the period of delay so caused.
9. After each year of this Agreement the supplier may vary the annual charge. If any such price change results in an increase of more than fifteen per cent of the currently chargeable price, the Customer may cancel the Agreement by delivering written notice to CopyQuip Ltd. no more than thirty days after the effective date of the price change. Subject to Clause 22 below.
10. The parties hereto hereby agree that if the customer terminates the Agreement within five years of the date of the Agreement (set out in clause 2) herein or commits any other breach of the Agreement, the Supplier shall in addition to all other rights available to it. Be entitled to liquidated damages equal to a sum per item of the Equipment equal to sixty per cent of the agreed monthly copy value, or an average of the actual monthly copy volume during the six months (or lesser period if the Agreement is terminated within six months) prior to the date of termination or breach whichever is the higher at the agreed copy cost currently applying at the date of the breach or termination for the period from the date of termination or breach to the anniversary date or the earliest effective date of termination pursuant to clause 2 herein whichever shall be the later. The Customer accepts that the said liquidated damages per item of Equipment represent a fair measure of the losses and damages to the Supplier.
11. The Customer shall pay the Supplier the Agreed charges (and additions as described overleaf and additional copies) within thirty days of the date of invoice. If the Customer fails to pay within the aforesaid time the Supplier may cease to perform its obligations under the Agreement without prejudice to its existing rights. If the charges are not paid by the due date the Customer will pay the Supplier on demand interest on the unpaid balance for the period beginning on the due date for payment of the same and ending on the date of actual payment (as well after as before judgement) at the rate of five per cent above the base rate of Bank of Ireland for the time being and from time to time during that period.
12. The Agreement shall be terminated.
  - a) By the Customer being in breach of any of the terms hereof.
  - b) If the Customer being an individual or firm by his or her or their committing any act of bankruptcy becoming apparently insolvent sequestrated or suffering a receiving order to be made against him or her or them being adjudicated bankrupt or if a meeting of his or her or their creditors or any of them shall be called or if any distress execution sequestration or other like processes levied or enforced upon or against him or her or them or if an incumbrancer takes possession or a receiver is appointed of any of his or her of their assets or if the Customer is a company it becomes insolvent or has winding up proceedings commenced against it or a receiver appointed or enters into liquidation (other than for the purposes of reconstruction or amalgamation) or becomes subject to an administration order.
13. The Customer shall not permit persons other than authorised representatives of the Supplier to effect any replacement of parts maintenance adjustment or repairs to the Equipment.
14. The Customer shall not without the prior written consent of the Supplier:
  - a) Make or permit any alteration, addition or attachment to any item of the Equipment.
  - b) Assign or transfer any of its interest under the Agreement.
15. The Customer agrees to be responsible for and to pay for any wayleave or licences necessary and if the Equipment is to be connected to lines or equipment not included in the Agreement the Customer shall not notify the Supplier of any fault until such tests have indicated that such fault originates in the Equipment. The Customer (at his expense) shall if so required by the Supplier provide and maintain a mains electricity supply point or points in an agreed position or positions for the satisfactory operation of the Equipment.
16. All terms of the contract between the Supplier and the Customer are contained in this document and no variation shall be relied upon unless confirmed by a Director of the Supplier in writing. All other conditions, warranties, representations, express or implied, howsoever given or arising, are hereby expressly excluded.
17. During the period of the Agreement the Customer's obligations under clause 3 herein will continue and will not be affected by the theft, loss destruction or damage to the Equipment.
18. The parties hereto agree that:
  - a) The Customer shall on written or oral request from the Supplier provide meter readings for the Equipment.
  - b) If the Customer fails to provide a meter reading within twenty four hours of a request the Supplier in its absolute discretion shall be entitled to render an invoice based on an estimated reading which shall be final and binding to the Customer. The estimated reading shall form the base reading for the subsequent quarter.
  - c) No warranty is expressed or implied that the Equipment is fit for a particular use outside the manufacturer's specification.
19. Any provisions hereof which prove to be void or unenforceable will only be ineffective and unenforceable as to that provision without affecting the validity or enforceability of the other provisions hereof.
20. Any notices must be delivered to the Supplier's registered office and acknowledged in writing by the Supplier and notice including invoices to the Customer shall be sent by ordinary pre-paid post at the address given herein or the last known address given by the Customer and shall be deemed to have been delivered within forty eight hours of posting.
21. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the Republic of Ireland.
22. On expiry of the fifth anniversary of this Agreement, if the Agreement is continued, an additional annual charge will be levied at ten per cent of the initial cost of the Equipment, to cover the additional age cost factor incurred by the Supplier in continuing to maintain the Equipment.
23. Where the collection of maintenance payment is carried out by another company, e.g. finance house, all terms and conditions above are deemed to continue to be applicable.