	Contract			Model	Serial No.	Start Date	Equipment Number	NICIPALI Copy Charge Indicator	Monduring Doing	100		
IYPE	Number	Ship-To	Address			End date	A PRINCIPAL PRIN	B - Black	B - Black	Excl VAT	Copy Charge	Sis/Off
ZSA	40204882	4256642	VADEEDEDO MINUODALITY		6. 在发达。我们还有	Acceptance Date		C - Colour	C - Colour	EXCIVAT	Including 15%	Distri
207	40204002	131001/7	KAREEBERG MUNICIPALITY CNR OF VAN STADEN- & CHURCH ST.	B367	A789027004139		10713666	В	B 656515	6.69	7.69	10
		13130147	VOSBURG			30.04.2023				0.03	7.08	9 10
			V G C D C I (G			30.04.2023						
ZSA	40204884	4256643	KAREEBERG MUNICIPALITY	B367	A789027004213	01.05.2040	40740445					
			PUBLIC LIBRARY	15007	A709027004213	30.04.2023	10713445	В	B 656509	6.69	7.69	106
			CNR OF MAGRIET PRINSLOO & HANAU ST.			30.04.2023						
			CARNARVON			00.01.2020						
ZSA	4000 4000	4050040	WARE THE SAME OF T									
ZSA	40204886		KAREEBERG LIBRARY	B367	A789027004442	01.05.2019	10713502	В	B 656499	6.69	7.69	100
		13190149	LANG STREET CARNARVON			30.04.2023			D 000403	0.09	7.09	106
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			10 HANAU STREET	B367	A789027004489		10713525	В	B 656496	6.69	7.69	106
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ZSA_	40204888		KAREEBERG MUNICIPALITY	B367	A789027004304	01 05 2019	10713699	В	D 050540			
		13190128	MAYOR'S OFFICE CARNARVON			30.04.2023	10713099	В	B 656518	6.69	7.69	106
			10 HANAU STREET			30.04.2023						
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ZSA	40204890	1256612	KAREEBERG MUNICIPALITY									
	40204030		REGISTRATION ROOM	B558E	AA6T021001713		10712931	В	B 657018	5.21	5.99	106
			10 HANAU STREET			30.04.2023				5.21	0.00	100
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SA	40204892	4256643	KAREEBERG MUNICIPALITY	C368	A7PU027014271	04.05.0040	40744007					
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			10 HANAU STREET	_		30.04.2023		С	C 657012	36.33	41.78	
			CARNARVON			30.04.2023						
SA	40204893		KAREEBERG MUNICIPALITY	C368	A7PU027013968	01.05.2019	10711380	В	B 656994			
			M.M. OFFICE			30.04.2023		С	B 656994 C 656995	6.65	7.65	1068
			10 HANAU STREET					<u> </u>	C 000990	36.33	41.78	
			CARNARVON							-		
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37			KAREEBERG MUNICIPALITY MAIN STREET	B367		01.05.2019	10713644	В	B 657029	6.69	7.69	1125
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ATE			05-06-2019		DATE				SIGNATURE DATE			
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MASTER ALL-IN MAINTENANCE AGREEMENT

between

Konica Minolta South Africa a division of Bidvest Office (Pty) Ltd Reg. No. 1997/010942/07 (VAT Reg. No. 4650268230)

and

(The Customer)

Company Registered Name:	KAREEBERG MUNICIPALITY	
Registration Number:		
VAT Number:	4960194399	



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Konica Minolta South Africa, a division of Bidvest Office (Pty) Ltd) (Reg. No. 1997/010942/07) 35 Modulus Road, Theta Extension 5, Johannesburg PO Box 2134, Southdale, 2135

MASTER ALL-IN MAINTENANCE SERVICE AGREEMENT SCHEDULE

CUSTOMER: KAREEBER	G MUNICIPALITY	ORDER NO DATE							
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8925)								
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from installation address above:	,	OTHER ADDENDA TO	O TUIS ACI	DEEMENT					
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		SOFTWARE SUPPOR	RT FOR CO	NTROLLER					
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Witness:	Date.				————)				
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These are the general conditions which will apply if the Customer's order is accepted by Konica Minolta. "Konica Minolta" means Konica Minolta South Africa, a division of Bidvest Office (Pty) Ltd or its cessionaries, delegatees, assignees or successors in title

- This Agreement shall commence on the date (as certified by Konica Minolta and as noted as "Start Date" on the Schedule) the equipment is installed and shall continue in force for the full period as noted on the Schedule. Thereafter, this Agreement will remain in force for further monthly periods unless terminated by either party giving to the other not less than 30 (thirty) days written notice by registered post.
- (a) (i) The Customer shall pay Konica Minolta the total monthly minimum charge if any, and the additional copy/scan charges if any, calculated at the rate specified in the Schedule, monthly in arrears upon presentation of inveice. Konica Minolta shall be entitled to charge interest on all overdue accounts at the rate of 2% above the prime lending rate charged by its bankers or any cessionary.
 - (a) (ii) For purposes of this Agreement, "copies" are defined as including all A4 copies/scans or prints, whether colour or black and white.
 - (b) If applicable, monthly copies/scans shall be determined by means of the meters attached to the equipment. Reading of such meters will be, in the first instance, the responsibility of the Customer who undertakes to provide Konica Minolta with monthly meter readings upon telephonic or electronic request being-made by Konica Minolta. Konica Minoltahowever, reserves the right to check the readings from time to time. Access to the Customer's premises shall be subject to the Customer's security regulations in force from time to time.
 - (c) The Customer acknowledges that where a recommended maximum monthly copy/scan volume has been entered onto the Schedule, any copy volumes made in excess of this maximum monthly copy volume, will cause excessive wear and tear in breach of Clause 4(b) below and the excess copy charge will apply to such excess copy volumes.
 - (d) In the event of a breakdown or malfunction of the copy meters, monthly volume for billing purposes shall be established by reference to the average copy volume over previous months.
 - (e) Monthly billing is assessed on the basis of monthly committed copy volume/service charge or accrued copy/scan charges, whichever is the greater.
- Konica Minolta shall provide a maintenance service for the equipment during the period of this Agreement in accordance with the following provisions:
 - (a) (i) It will, subject to the previsions of this Agreement, make inspections, carry out such adjustments and repairs and replace such parts as Konica Minolta or its authorised Dealer may deem necessary to keep this equipment in good working order throughout the period of this Agreement.
 - (ii) Where a Digital Controller is part of the initial equipment installed, Konica Minolta will previde technical service for this Controller throughout the period of this Agreement. Konica Minolta's software support obligation which is included in the price of the controller, will be limited to the installation, connection and commissioning of the Digital Controller on the Customer's network. Thereafter, all software support services will be supplied to the Customer by Kenica Minolta on a quoted time and materials basis at the rates in place from time to time or by an adjustment to the copy/scan service charges to cater for such software support, such adjustment to be confirmed on the Schedule to this Agreement.

Where a Digital Controller is added onto an existing equipment configuration, then Konica Minotta will provide technical service for this Controller for the balance of the Agreement. Other than the installation, connection and commissioning of the Digital Controller, all of which costs are included in the price of the Controller, all software support services will be supplied to the Customer by Konica Minotta on a quoted time and materials basis at the rates in place from time to time or by an adjustment to the copy/scan service charges to cater for such software support, such adjustment to be confirmed on the Schedule to this Agreement.

- (iii) Where the equipment installed is a refurbished or second-hand model, the on-going supply of replacement spare parts is dependant on them being available from Konica Minolta's Supplier.
- (iv) Konica Minofta will not be liable for the maintenance of the customer's internal or external IT infrastructure. The maintenance of the:3rd party Software will only include hot fixes, updates and version protection for the initial period.
- (b) (i) The copier consumables supplied under this Agreement, if any, are those necessary to produce black and colour copies, but excludes the supply of throughput material such as paper, film, staples etc. Any staples supplied for any equipment will be supplied and charged for at an agreed contracted price.
 - (ii) Where the equipment is a plain paper facsimile machine or a laser printer, the supply of the image cartridge which includes toner, or toner or starter supplied separately, will be charged at the current price.
 - (iii) Where the equipment installed is a refurbished or second-hand model, the en-going supply of replacement consumables is dependent on them being available from Konica Minolta's Supplier.
- (c) Konica Minolta shall not charge for any routine maintenance, any repair work done, or for any replacement parts, where the need for such work or parts arises only from fair wear and tear. However, if the repair arises out of carelessness or misuse in operation, careless handling, damage caused as a result of floods, fire, riots, acts of God, adjustments or repairs made by any person other than Konica Minolta or its authorised Dealer, or the use of throughput material such as paper, film, staples etc. not approved by Konica Minolta, a charge will be levied at the prevailing rates and charges as determined by Konica Minolta from time to time.
- (d) Konica Minolta will be entitled to charge for any work carried out at the Customer's request where work is to be done eutside of Konica Minolta's normal business hours.
- (e) Where the Customer is obliged to pay a charge for any work, travelling or replacement parts, the charge shall be payable at Konica Minolta's then prevailing rates and charges as determined by Konica Minolta from time to time.
- (f) Konica Minolta offers service free of travelling charge within a 50km radius from the allocated Konica Minolta or authorised Dealer servicing centre. If, however, the location of the equipment is outside of this 50km radius, a travelling charge will be levied, this charge to be at Konica Minolta's prevailing rates as determined by Konica Minolta from time to time.
- 4. During the period of this Agreement the Customer shall:
 - (a) (i) provide for the equipment such place with such electrical connection or telephone connection, if applicable, as Konica Minota considers suitable. Once installed, the equipment may not be moved without Konica Minota's prior consent; which consent shall not unreasonably be withheld;
 - (ii) Konica Minolta will move the equipment to a new site (whether or not in the premises in which it was originally installed) if so requested by the Customer, provided that the Customer shall pay Konica Minolta the cost of so doing, based upon Konica Minolta's charges prevailing at the time, and as determined by Konica Minolta. In the event that the Customer, or anyone else, other than Konica Minolta, so moves the equipment, the Customer shall be liable to pay to Konica Minolta, for any repairs, new or substituted parts or materials required as a result of such a move:
 - (b) use the equipment with care and take reasonable precautions to avoid accidents and to safeguard it from loss or damage and excessive wear and tear;
- (c) notify Konica Minolta immediately of any loss of, or damage to, the equipment or part thereof or any failure of the equipment to function:
- (d) not repair the equipment nor have it repaired by anyone else other than Konica Minolta or its authorised Dealer in terms of clause 3:

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Konica Minolta Master AlM 2018 12 11

- (e) not use any part or component for the equipment including black toner, if applicable, which has not been supplied by Konica Minolta and shall not use throughput material such as paper, film, staples etc. which has not been approved by Konica Minolta;
- (f) allow Konica Minolta or anyone authorised by Konica Minolta to inspect and examine the equipment and the copy counting device, if applicable, at all reasonable times, subject however, to the Customer's security regulations in force from time to time:
- (g) use the equipment only for the purpose for which it has been designed, and in accordance with Konica Minolta's instructions:
- (h) acknowledge that the photoconductor drum, heater rollers, transfer rollers, thermal heads and image units, whichever is applicable to the equipment, is prone to damage and must therefore be treated with special care; failing which Konica Minolta shall, notwithstanding anything to the contrary herein contained, not be obliged to repair or replace them or any of them free of charge;
- (i) nominate a responsible person to act as key operator for the unit (such initial person to be trained by Konica Minolta free of charge).
- 5. Konica Minolta shall be exempted from and shall not be liable under any circumstances whatever for any loss of profit or other special damages or any indirect or consequential damages of any nature, whether in the contemplation of the parties or not which the Customer may suffer as a result of any breach by Konica Minolta of any of its obligations to the Customer.
- (a) Konica Minolta may vary any of the terms of this Agreement by giving the Customer written notice of the variations at least 30 (thirty) days before they are due to take effect.
 - (b) The Customer shall thereupon have the right to terminate this Agreement with effect from the date on which the variations are due to take effect by giving written notice to Konica Minolta within 15 (fifteen) days from the date he received Konica Minolta's notice of the variations, failing which the variations will be binding on the Customer.
 - (c) Notwithstanding the foregoing, Konica Minolta shall be entitled to review and increase the copy/scan/service charges/fees set out in the Schedule hereto on an annual basis; such increases to take effect only from the anniversaries of the date of installation of the equipment and to be notified to the Customer not less than 30 (thirty) days prior to any such anniversary, and provided each such increase does not exceed 10% of the existing copy/scan/service charges/fees, then this shall not be a variation entitling the Customer to terminate this Agreement in terms of paragraph (b) of this clause. Konica Minolta's charges/fees will however, always remain market related.
 - (d) Konica Minolta's review of charges/fees as contemplated in paragraph (c) of this clause is designed to cater for the effects of inflation and other increases in labour and travelling costs, and assumes that Rand: foreign currency exchange rate fluctuations will be of a minor nature. If, however, unfavourable exchange rates are experienced, Konica Minolta reserves the right, at any time, to review the charges/fees applied under this Agreement, to cater for such unfavourable exchange rates. Such a review will be construed as a variation as noted in clause (a) above.
 - (e) Any revision of the copy/scan/service charges/fees made under this clause will result in a revised monthly committed copy volume/service charge value.
- (a) Konica Minolta may cancel this Agreement summarily if the Customer fails to pay any amount due in terms of Clause 2(a) above.
 - (b) Both parties may cancel this Agreement summarily if the other:
 - (i) commits any act of insolvency, is sequestrated whether provisionally or finally, or enters into judicial management or liquidation, whether provisional or final; or passes a resolution to voluntarily begin business rescue proceedings in terms of the Companies Act 71 of 2008 ("business rescue proceedings") or if any business rescue proceedings are otherwise proposed or commenced; or
 - (ii) commits any other breach of any of the terms of this Agreement and fails to remedy such breach within 7 (seven) days after receipt of written notice from the aggrieved party requiring him to do so.

- c) Konica Minolta's rights under (a) and (b) are not exhaustive and in particular in the event of cancellation of this Agreement by Konica Minolta on the basis of any of the grounds set out in (a) or (b) above, then the Customer shall, on demand by Konica Minolta, pay to Konica Minolta all amounts in arrear in terms thereof at the date of cancellation, plus an amount equal to the aggregate of what would have been the total monthly minimum charge (as set out in the Schedule hereto) for the balance of the period of this Agreement.
- (d) No relaxation of or waiver by either party of any of the terms of this Agreement shall prejudice that party's right to enforce this obligation on any subsequent occasion.
- (e) In the event of either party being in breach of any of its obligations in terms of this Agreement then, without prejudice to any other remedies or rights the aggrieved party may have, including the right of cancellation, all of which rights and remedies it shall nevertheless be entitled to exercise, the aggrieved party shall be entitled to suspend the performance of its own obligations, until the breach is remedied by the defaulting party.
- The Customer shall not be entitled to cede any of its rights under this Agreement without Konica Minolta's prior written consent which shall not unreasonably be withheld.
- 9. (a) This document, the Schedule and any Annexures hereto signed by the parties and attached hereto, shall constitute the whole Agreement between Konica Minolta and the Customer, and the Customer acknowledges that Konica Minolta has not agreed to any terms, conditions or warranties or made any representations, other than those stated in the aforementioned documents. The conditions of this Agreement shall apply to each and every Annexure which the parties may enter into. The conclusion of each Schedule shall create a separate independent Agreement.
 - (b) Subject to the provisions of clause 6 no alteration or variation of this Agreement shall be of any force or effect unless it is recorded in writing and signed by both parties.
- (c) By signing this Agreement the signatory confirms that he has the authority (ex-officio or by board resolution) to sign, endorse and execute all documents for and on behalf of the Customer.
- This Agreement is subject to and conditional upon the information provided by the Customer in terms of the confidential Customer Information being acceptable to Konica Minolta.
- 11. This Agreement shall be governed by and construed in accordance with the Laws of the Republic of South Africa.
- 12.1 Both parties hereby consent to the other instituting any proceedings against the other party arising out of this agreement in any Magistrate's Court, notwithstanding that the subject matter of such proceedings would exceed the jurisdiction of such Court.
- 12.2 If any terms of this Agreement are found to be unenforceable, that term will be deleted and the remaining terms will remain unaffected.
- 13. The parties accept as their respective domicilium citandi et executandi for the purposes of this Agreement the addresses as recorded in the Schedule.
- •Either party may change its' aforesaid address to any other address in the Republic of South Africa by giving to the other party no less than 14 (fourteen) days written notice of such change.
- 14. Any notice addressed to the Customer at the domicilium citandi et executandi required to be stated as per clause 13 above, and sent by post shall be deemed to be received by him 7 (seven) days after its posting.
- 15. All notices and all payments effected or made in terms of or in pursuance of this Agreement, shall be effected or made, as the case may be, to the domicilium citandi et executandi specified or provided for in terms of clause 13 above.
- All prices quoted in this Agreement, Schedule and any Annexures attached hereto reflects both VAT Exclusive and VAT Inclusive amounts.

Konica Minolta Master AlM 2018 12 11





between

Konica Minolta South Africa a division of Bidvest Office (Pty) Ltd Reg. No. 1997/010942/07 (VAT Reg. No. 4650268230)

and

(The Customer)

Company Registered Name:	KAREEBERG MUNICIPALITY CARNARVON	
,		-
Registration Number:		-
VAT Number	4960194399	



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Konica Minolta South Africa, a division of Bidvest Office (Pty) Ltd) (Reg. No. 1997/010942/07) 35 Modulus Road, Theta Extension 5, Johannesburg PO Box 2134, Southdale, 2135 ALL-IN MAINTENANCE SERVICE AGREEMENT SCHEDULE

CUSTOMER:	IPALITY CARNARVON	ORDER NO : 42729 DATE 01-04-2019							
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	8925					CARNARV			
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These are the general conditions which will apply if the Customer's order is accepted by Konica Minolta. "Konica Minolta" means Konica Minolta South Africa, a division of Bidvest Office (Pty) Ltd or its cessionaries, delegatees, assignees or successors in title

- This Agreement shall commence on the date (as certified by Konica Minolta and as noted as "Start Date" on the Schedule) the equipment is installed and shall continue in force for the full period as noted on the Schedule. Thereafter, this Agreement will remain in force for further monthly periods unless terminated by either party giving to the other not less than 30 (thirty) days written notice by registered post.
- 2. (a) (i) The Customer shall pay Konica Minolta the total monthly minimum charge if any, and the additional copy/scan charges if any, calculated at the rate specified in the Schedule, monthly in arrears upon presentation of invoice. Konica Minolta shall be entitled to charge interest on all overdue accounts at the rate of 2% above the prime lending rate charged by its bankers or any cessionary.
 - (a) (ii) For purposes of this Agreement, "copies" are defined as including all A4 copies/scans or prints, whether colour or black and white.
 - (b) If applicable, monthly copies/scans shall be determined by means of the meters attached to the equipment. Reading of such meters will be, in the first instance, the responsibility of the Customer who undertakes to provide Konica Minolta with monthly meter readings upon telephonic or electronic request being made by Konica Minolta. Konica Minolta however, reserves the right to check the readings from time to time. Access to the Customer's premises shall be subject to the Customer's security regulations in force from time to time.
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 - (a) (i) It will, subject to the provisions of this Agreement, make inspections, carry out such adjustments and repairs and replace such parts as Konica Minolta or its authorised Dealer may deem necessary to keep this equipment in good working order throughout the period of this Agreement.
 - (ii) Where a Digital Controller is part of the initial equipment installed, Konica Minolta will provide technical service for this Controller throughout the period of this Agreement. Konica Minolta's software support obligation which is included in the price of the controller, will be limited to the installation, connection and commissioning of the Digital Controller on the Customer's network. Thereafter, all software support services will be supplied to the Customer by Konica Minolta on a quoted time and materials basis at the rates in place from time to time or by an adjustment to the copy/scan service charges to cater for such software support, such adjustment to be confirmed on the Schedule to this Agreement.

Where a Digital Controller is added onto an existing equipment configuration, then Konica Minolta will provide technical service for this Controller for the balance of the Agreement. Other than the installation, connection and commissioning of the Digital Controller, all of which costs are included in the price of the Controller, all software support services will be supplied to the Customer by Konica Minolta on a quoted time and materials basis at the rates in place from time to time or by an adjustment to the copy/scan service charges to cater for such software support, such adjustment to be confirmed on the Schedule to this Agreement.

- (iii) Where the equipment installed is a refurbished or second-hand model, the on-going supply of replacement spare parts is dependant on them being available from Konica Minolta's Supplier.
- (b) (i) The copier consumables supplied under this Agreement, if any, are those necessary to produce black and colour copies, but excludes the supply of throughput material such as paper, film, staples etc. Any staples supplied for any equipment will be supplied and charged for at an agreed contracted price.
 - (ii) Where the equipment is a plain paper facsimile machine or a laser printer, the supply of the image cartridge which includes toner, or toner or starter supplied separately, will be charged at the current price.
 - (iii) Where the equipment installed is a refurbished or second-hand model, the on-going supply of replacement consumables is dependent on them being available from Konica Minolta's Supplier.
- (c) Konica Minolta shall not charge for any routine maintenance, any repair work done, or for any replacement parts, where the need for such work or parts arises only from fair wear and tear. However, if the repair arises out of carelessness or misuse in operation, careless handling, damage caused as a result of floods, fire, riots, acts of God, adjustments or repairs made by any person other than Konica Minolta or its authorised Dealer, or the use of throughput material such as paper, film, staples etc. not approved by Konica Minolta, a charge will be levied at the prevailing rates and charges as determined by Konica Minolta from time to time.
- (d) Konica Minolta will be entitled to charge for any work carried out at the Customer's request where work is to be done outside of Konica Minolta's normal business hours.
- (e) Where the Customer is obliged to pay a charge for any work, travelling or replacement parts, the charge shall be payable at Konica Minolta's then prevailing rates and charges as determined by Konica Minolta from time to time.
- (f) Konica Minolta offers service free of travelling charge within a 50km radius from the allocated Konica Minolta or authorised Dealer servicing centre. If, however, the location of the equipment is outside of this 50km radius, a travelling charge will be levied, this charge to be at Konica Minolta's prevailing rates as determined by Konica Minolta from time to time.
- 4. During the period of this Agreement the Customer shall:
 - (a) (i) provide for the equipment such place with such electrical connection or telephone connection, if applicable, as Konica Minolta considers suitable. Once installed, the equipment may not be moved without Konica Minolta's prior consent; which consent shall not unreasonably be withheld;
 - (ii) Konica Minolta will move the equipment to a new site (whether or not in the premises in which it was originally installed) if so requested by the Customer, provided that the Customer shall pay Konica Minolta the cost of so doing, based upon Konica Minolta's charges prevailing at the time, and as determined by Konica Minolta. In the event that the Customer, or anyone else, other than Konica Minolta, so moves the equipment, the Customer shall be liable to pay to Konica Minolta, for any repairs, new or substituted parts or materials required as a result of such a move;
 - (b) use the equipment with care and take reasonable precautions to avoid accidents and to safeguard it from loss or damage and excessive wear and tear;
 - (c) notify Konica Minolta immediately of any loss of, or damage to, the equipment or part thereof or any failure of the equipment to function;
 - (d) not repair the equipment nor have it repaired by anyone else other than Konica Minolta or its authorised Dealer in terms of clause 3;





- (e) not use any part or component for the equipment including black toner, if applicable, which has not been supplied by Konica Minolta and shall not use throughput material such as paper, film, staples etc. which has not been approved by Konica Minolta;
- (f) allow Konica Minolta or anyone authorised by Konica Minolta to inspect and examine the equipment and the copy counting device, if applicable, at all reasonable times, subject however, to the Customer's security regulations in force from time to time;
- (g) use the equipment only for the purpose for which it has been designed, and in accordance with Konica Minolta's instructions;
- (h) acknowledge that the photoconductor drum, heater rollers, transfer rollers, thermal heads and image units, whichever is applicable to the equipment, is prone to damage and must therefore be treated with special care; failing which Konica Minotta shall, notwithstanding anything to the contrary herein contained, not be obliged to repair or replace them or any of them free of charge:
- (i) nominate a responsible person to act as key operator for the unit (such initial person to be trained by Konica Minolta free of charge).
- 5. Konica Minolta shall be exempted from and shall not be liable under any circumstances whatever for any loss of profit or other special damages or any indirect or consequential damages of any nature, whether in the contemplation of the parties or not which the Customer may suffer as a result of any breach by Konica Minolta of any of its obligations to the Customer.
- (a) Konica Minołta may vary any of the terms of this Agreement by giving the Customer written notice of the variations at least 30 (thirty) days before they are due to take effect.
 - (b) The Customer shall thereupon have the right to terminate this Agreement with effect from the date on which the variations are due to take effect by giving written notice to Konica Minolta within 15 (fifteen) days from the date he received Konica Minolta's notice of the variations, failing which the variations will be binding on the Customer.
 - (c) Notwithstanding the foregoing, Konica Minolta shall be entitled to review and increase the copy/scan/service charges/fees set out in the Schedule hereto on an annual basis; such increases to take effect only from the anniversaries of the date of installation of the equipment and to be notified to the Customer not less than 30 (thirty) days prior to any such anniversary, and provided each such increase does not exceed 10% of the existing copy/scan/service charges/fees, then this shall not be a variation entitling the Customer to terminate this Agreement in terms of paragraph (b) of this clause. Konica Minolta's charges/fees will however, always remain market related.
 - (d) Konica Minotta's review of charges/fees as contemplated in paragraph (c) of this clause is designed to cater for the effects of inflation and other increases in labour and travelling costs, and assumes that Rand: foreign currency exchange rate fluctuations will be of a minor nature. If, however, unfavourable exchange rates are experienced, Konica Minotta reserves the right, at any time, to review the charges/fees applied under this Agreement, to cater for such unfavourable exchange rates. Such a review will be construed as a variation as noted in clause (a) above.
 - (e) Any revision of the copy/scan/service charges/fees made under this clause will result in a revised monthly committed copy volume/service charge value.
- (a) Konica Minołta may cancel this Agreement summarily if the Customer fails to pay any amount due in terms of Clause 2(a) above.
 - (b) Both parties may cancel this Agreement summarily if the other:
 - (i) commits any act of insolvency, is sequestrated whether provisionally or finally, or enters into judicial management or liquidation, whether provisional or final; or passes a resolution to voluntarily begin business rescue proceedings in terms of the Companies Act 71 of 2008 ("business rescue proceedings") or if any business rescue proceedings are otherwise proposed or commenced; or
 - (ii) commits any other breach of any of the terms of this Agreement and fails to remedy such breach within 7 (seven) days after receipt of written notice from the aggrieved party requiring him to do so.

- c) Konica Minolta's rights under (a) and (b) are not exhaustive and in particular in the event of cancellation of this Agreement by Konica Minolta on the basis of any of the grounds set out in (a) or (b) above, then the Customer shall, on demand by Konica Minolta, pay to Konica Minolta all amounts in arrear in terms thereof at the date of cancellation, plus an amount equal to the aggregate of what would have been the total monthly minimum charge (as set out in the Schedule hereto) for the balance of the period of this Agreement.
- (d) No relaxation of or waiver by either party of any of the terms of this Agreement shall prejudice that party's right to enforce this obligation on any subsequent occasion.
- (e) In the event of either party being in breach of any of its obligations in terms of this Agreement then, without prejudice to any other remedies or rights the aggrieved party may have, including the right of cancellation, all of which rights and remedies it shall nevertheless be entitled to exercise, the aggrieved party shall be entitled to suspend the performance of its own obligations, until the breach is remedied by the defaulting party.
- The Customer shall not be entitled to cede any of its rights under this Agreement without Konica Minolta's prior written consent which shall not unreasonably be withheld.
- 9. (a) This document, the Schedule and any Annexures hereto signed by the parties and attached hereto, shall constitute the whole Agreement between Konica Minolta and the Customer, and the Customer acknowledges that Konica Minolta has not agreed to any terms, conditions or warranties or made any representations, other than those stated in the aforementioned documents. The conditions of this Agreement shall apply to each and every Annexure which the parties may enter into. The conclusion of each Schedule shall create a separate independent Agreement.
 - (b) Subject to the provisions of clause 6 no alteration or variation of this Agreement shall be of any force or effect unless it is recorded in writing and signed by both parties.
 - (c) By signing this Agreement the signatory confirms that he has the authority (ex-officio or by board resolution) to sign, endorse and execute all documents for and on behalf of the Customer.
- This Agreement is subject to and conditional upon the information provided by the Customer in terms of the confidential Customer Information being acceptable to Konica Minolta.
- 11. This Agreement shall be governed by and construed in accordance with the Laws of the Republic of South Africa.
- 12.1 Both parties hereby consent to the other instituting any proceedings against the other party arising out of this agreement in any Magistrate's Court, notwithstanding that the subject matter of such proceedings would exceed the jurisdiction of such Court.
- 12.2 If any terms of this Agreement are found to be unenforceable, that term will be deleted and the remaining terms will remain unaffected.
- 13. The parties accept as their respective domicilium citandi et executandi for the purposes of this Agreement the addresses as recorded in the Schedule

Either party may change its' aforesaid address to any other address in the Republic of South Africa by giving to the other party no less than 14 (fourteen) days written notice of such change.

- 14. Any notice addressed to the Customer at the domicilium citandi et executandi required to be stated as per clause 13 above, and sent by post shall be deemed to be received by him 7 (seven) days after its posting.
- 15. All notices and all payments effected or made in terms of or in pursuance of this Agreement, shall be effected or made, as the case may be, to the domicilium citandi et executandi specified or provided for in terms of clause 13 above.
- All prices quoted in this Agreement, Schedule and any Annexures attached hereto reflects both VAT Exclusive and VAT Inclusive amounts.

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between

Konica Minolta South Africa a division of Bidvest Office (Pty) Ltd Reg. No. 1997/010942/07 (VAT Reg. No. 4650268230)

and

(The Customer)

Company Registered Name:	KAREEBERG MUNICIPALITY CARNARVON					
Registration Number:						
VAT Number:	4960194399					



www.kmsa.com

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Konica Minolta South Africa, a division of Bidvest Office (Pty) Ltd) (Reg. No. 1997/010942/07) 35 Modulus Road, Theta Extension 5, Johannesburg PO Box 2134, Southdale, 2135 ALL-IN MAINTENANCE SERVICE AGREEMENT SCHEDULE

CUSTOMER:	KAREEBERG MU	INICIPALITY CARNARVON	ORDER NO : 42729 DATE 01-04-2019						
Invoicing address:	P.O. BOX 10		Installation address:* KAREEBERG LIBRURY						
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	8925			CARNARV	ON				
		2 3012	8925	Tel. No: 053	3 382 3012				
				ervicing centre		km			
				MONTHLY CO	PY CHARGES				
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B367		A789027004442	BW 1	TO 9999999	7.69 CENTS	8.84 CENTS			
			Excess Copies:	PLUS	CENTS	CENTS			
		-	COL	то	CENTS	CENTS			
			Excess Copies:	PLUS		CENTS			
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			Excess Copies:	PLUS		CENTS			
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TOTAL: (excluding	Na VAT\	0.00							
• •		0.00	PLEAS	SE ENTER "YES	S" OR " <u>NO</u> " AS	APPLICABLE			
TOTAL: (including *Address for dom	Q VAI)	ecutandi purposes if different	CONSUMABLE	S CHARGEABLE	E	NO			
from installation a	address above:		OTHER ADDE	NDA TO THIS AG	BREEMENT	NO			
			SOFTWARE S	UPPORT FOR CO	ONTROLLER				
-			INCLUDED IN	COPY CHARGE		NO			
ACCEPTED BY	CUSTOMER	ACCEPTED	BY KONICA MINO	LTA:					
Name (Print): V.	I - MAN		BRANCH MA		NATIONAL ADM	IN MANAGER			
Signature:	Me	Cignature:							
Date:	6-04-	2019 Date:		9					
Witness: /	fen Sillo	00							
FOR OFFICE US	SE ONLY			R/DLR: GRAAFF					
CONTRACT NO	:		DEALER NO:		ROUP A/C NO:				
CUST. NO: 4250	6643 / 13190149 / 1	5028245	INSTALLATIO						
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INTERNET ACC	ESS VIN V	M/R F-MAIL ADDRESS							

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These are the general conditions which will apply if the Customer's order is accepted by Konica Minolta. "Konica Minolta" means Konica Minolta South Africa, a division of Bidvest Office (Pty) Ltd or its cessionaries, delegatees, assignees or successors in title.

- This Agreement shall commence on the date (as certified by Konica Minolta and as noted as "Start Date" on the Schedule) the equipment is installed and shall continue in force for the full period as noted on the Schedule. Thereafter, this Agreement will remain in force for further monthly periods unless terminated by either party giving to the other not less than 30 (thirty) days written notice by registered post.
- (a) (i) The Customer shall pay Konica Minolta the total monthly minimum charge if any, and the additional copy/scan charges if any, calculated at the rate specified in the Schedule, monthly in arrears upon presentation of invoice. Konica Minolta shall be entitled to charge interest on all overdue accounts at the rate of 2% above the prime lending rate charged by its bankers or any cessionary.
 - (a) (ii) For purposes of this Agreement, "copies" are defined as including all A4 copies/scans or prints, whether colour or black and white.
 - (b) If applicable, monthly copies/scans shall be determined by means of the meters attached to the equipment. Reading of such meters will be, in the first instance, the responsibility of the Customer who undertakes to provide Konica Minolta with monthly meter readings upon telephonic or electronic request being made by Konica Minolta. Konica Minolta however, reserves the right to check the readings from time to time. Access to the Customer's premises shall be subject to the Customer's security regulations in force from time to time.
 - (c) The Customer acknowledges that where a recommended maximum monthly copy/scan volume has been entered onto the Schedule, any copy volumes made in excess of this maximum monthly copy volume, will cause excessive wear and tear in breach of Clause 4(b) below and the excess copy charge will apply to such excess copy volumes.
 - (d) In the event of a breakdown or malfunction of the copy meters, monthly volume for billing purposes shall be established by reference to the average copy volume over previous months.
 - (e) Monthly billing is assessed on the basis of monthly committed copy volume/service charge or accrued copy/scan charges, whichever is the greater.
- Konica Minolta shall provide a maintenance service for the equipment during the period of this Agreement in accordance with the following provisions:
 - (a) (i) It will, subject to the provisions of this Agreement, make inspections, carry out such adjustments and repairs and replace such parts as Konica Minolta or its authorised Dealer may deem necessary to keep this equipment in good working order throughout the period of this Agreement.
 - (ii) Where a Digital Controller is part of the initial equipment installed, Konica Minolta will provide technical service for this Controller throughout the period of this Agreement. Konica Minolta's software support obligation which is included in the price of the controller, will be limited to the installation, connection and commissioning of the Digital Controller on the Customer's network. Thereafter, all software support services will be supplied to the Customer by Konica Minolta on a quoted time and materials basis at the rates in place from time to time or by an adjustment to the copy/scan service charges to cater for such software support, such adjustment to be confirmed on the Schedule to this Agreement.

Where a Digital Controller is added onto an existing equipment configuration, then Konica Minolta will provide technical service for this Controller for the balance of the Agreement. Other than the installation, connection and commissioning of the Digital Controller, all of which costs are included in the price of the Controller, all software support services will be supplied to the Customer by Konica Minolta on a quoted time and materials basis at the rates in place from time to time or by an adjustment to the copy/scan service charges to cater for such software support, such adjustment to be confirmed on the Schedule to this Agreement.

- (iii) Where the equipment installed is a refurbished or second-hand model, the on-going supply of replacement spare parts is dependant on them being available from Konica Minolta's Supplier.
- (b) (i) The copier consumables supplied under this Agreement, if any, are those necessary to produce black and colour copies, but excludes the supply of throughput material such as paper, film, staples etc. Any staples supplied for any equipment will be supplied and charged for at an agreed contracted price.
 - (ii) Where the equipment is a plain paper facsimile machine or a laser printer, the supply of the image cartridge which includes toner, or toner or starter supplied separately, will be charged at the current price.
 - (iii) Where the equipment installed is a refurbished or second-hand model, the on-going supply of replacement consumables is dependent on them being available from Konica Minolta's Supplier.
- (c) Konica Minolta shall not charge for any routine maintenance, any repair work done, or for any replacement parts, where the need for such work or parts arises only from fair wear and tear. However, if the repair arises out of carelessness or misuse in operation, careless handling, damage caused as a result of floods, fire, riots, acts of God, adjustments or repairs made by any person other than Konica Minolta or its authorised Dealer, or the use of throughput material such as paper, film, staples etc. not approved by Konica Minolta, a charge will be levied at the prevailing rates and charges as determined by Konica Minolta from time to time.
- (d) Konica Minolta will be entitled to charge for any work carried out at the Customer's request where work is to be done outside of Konica Minolta's normal business hours.
- (e) Where the Customer is obliged to pay a charge for any work, travelling or replacement parts, the charge shall be payable at Konica Minolta's then prevailing rates and charges as determined by Konica Minolta from time to time.
- (f) Konica Minolta offers service free of travelling charge within a 50km radius from the allocated Konica Minolta or authorised Dealer servicing centre. If, however, the location of the equipment is outside of this 50km radius, a travelling charge will be levied, this charge to be at Konica Minolta's prevailing rates as determined by Konica Minolta from time to time.
- 4. During the period of this Agreement the Customer shall:
 - (a) (i) provide for the equipment such place with such electrical connection or telephone connection, if applicable, as Konica Minotta considers suitable. Once installed, the equipment may not be moved without Konica Minotta's prior consent; which consent shall not unreasonably be withheld;
 - (ii) Konica Minolta will move the equipment to a new site (whether or not in the premises in which it was originally installed) if so requested by the Customer, provided that the Customer shall pay Konica Minolta the cost of so doing, based upon Konica Minolta's charges prevailing at the time, and as determined by Konica Minolta. In the event that the Customer, or anyone else, other than Konica Minolta, so moves the equipment, the Customer shall be liable to pay to Konica Minolta, for any repairs, new or substituted parts or materials required as a result of such a move;
 - (b) use the equipment with care and take reasonable precautions to avoid accidents and to safeguard it from loss or damage and excessive wear and tear;
 - (c) notify Konica Minolta immediately of any loss of, or damage to, the equipment or part thereof or any failure of the equipment to function;
 - (d) not repair the equipment nor have it repaired by anyone else other than Konica Minolta or its authorised Dealer in terms of clause 3;

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- (e) not use any part or component for the equipment including black toner, if applicable, which has not been supplied by Konica Minolta and shall not use throughput material such as paper, film, staples etc. which has not been approved by Konica Minolta;
- (f) allow Konica Minolta or anyone authorised by Konica Minolta to inspect and examine the equipment and the copy counting device, if applicable, at all reasonable times, subject however, to the Customer's security regulations in force from time to time;
- (g) use the equipment only for the purpose for which it has been designed, and in accordance with Konica Minolta's instructions:
- (h) acknowledge that the photoconductor drum, heater rollers, transfer rollers, thermal heads and image units, whichever is applicable to the equipment, is prone to damage and must therefore be treated with special care; failing which Konica Minolta shall, notwithstanding anything to the contrary herein contained, not be obliged to repair or replace them or any of them free of charge:
- (i) nominate a responsible person to act as key operator for the unit (such initial person to be trained by Konica Minolta free of charge).
- 5. Konica Minolta shall be exempted from and shall not be liable under any circumstances whatever for any loss of profit or other special damages or any indirect or consequential damages of any nature, whether in the contemplation of the parties or not which the Customer may suffer as a result of any breach by Konica Minolta of any of its obligations to the Customer.
- (a) Konica Minolta may vary any of the terms of this Agreement by giving the Customer written notice of the variations at least 30 (thirty) days before they are due to take effect.
 - (b) The Customer shall thereupon have the right to terminate this Agreement with effect from the date on which the variations are due to take effect by giving written notice to Konica Minolta within 15 (fifteen) days from the date he received Konica Minolta's notice of the variations, failing which the variations will be binding on the Customer.
 - (c) Notwithstanding the foregoing, Konica Minolta shall be entitled to review and increase the copy/scan/service charges/fees set out in the Schedule hereto on an annual basis; such increases to take effect only from the anniversaries of the date of installation of the equipment and to be notified to the Customer not less than 30 (thirty) days prior to any such anniversary, and provided each such increase does not exceed 10% of the existing copy/scan/service charges/fees, then this shall not be a variation entitling the Customer to terminate this Agreement in terms of paragraph (b) of this clause. Konica Minolta's charges/fees will however, always remain market related.
 - (d) Konica Minolta's review of charges/fees as contemplated in paragraph (c) of this clause is designed to cater for the effects of inflation and other increases in labour and travelling costs, and assumes that Rand : foreign currency exchange rate fluctuations will be of a minor nature. If, however, unfavourable exchange rates are experienced, Konica Minolta reserves the right, at any time, to review the charges/fees applied under this Agreement, to cater for such unfavourable exchange rates. Such a review will be construed as a variation as noted in clause (a) above.
 - (e) Any revision of the copy/scan/service charges/fees made under this clause will result in a revised monthly committed copy volume/service
- (a) Konica Minolta may cancel this Agreement summarily if the Customer fails to pay any amount due in terms of Clause 2(a) above.
- (b) Both parties may cancel this Agreement summarily if the other:
 - (i) commits any act of insolvency, is sequestrated whether provisionally or finally, or enters into judicial management or liquidation, whether provisional or final; or passes a resolution to voluntarily begin business rescue proceedings in terms of the Companies Act 71 of 2008 ("business rescue proceedings") or if any business rescue proceedings are otherwise proposed or commenced;
 - (ii) commits any other breach of any of the terms of this Agreement and fails to remedy such breach within 7 (seven) days after receipt of written notice from the aggrieved party requiring him to do so.

- c) Konica Minolta's rights under (a) and (b) are not exhaustive and in particular in the event of cancellation of this Agreement by Konica Minolta on the basis of any of the grounds set out in (a) or (b) above, then the Customer shall, on demand by Konica Minolta, pay to Konica Minolta all amounts in arrear in terms thereof at the date of cancellation, plus an amount equal to the aggregate of what would have been the total monthly minimum charge (as set out in the Schedule hereto) for the balance of the period of this Agreement.
- (d) No relaxation of or waiver by either party of any of the terms of this Agreement shall prejudice that party's right to enforce this obligation on any subsequent occasion.
- (e) In the event of either party being in breach of any of its obligations in terms of this Agreement then, without prejudice to any other remedies or rights the aggrieved party may have, including the right of cancellation, all of which rights and remedies it shall nevertheless be entitled to exercise, the aggrieved party shall be entitled to suspend the performance of its own obligations, until the breach is remedied by the defaulting party.
- The Customer shall not be entitled to cede any of its rights under this Agreement without Konica Minolta's prior written consent which shall not unreasonably be withheld
- 9. (a) This document, the Schedule and any Annexures hereto signed by the parties and attached hereto, shall constitute the whole Agreement between Konica Minolta and the Customer, and the Customer acknowledges that Konica Minolta has not agreed to any terms, conditions or warranties or made any representations, other than those stated in the aforementioned documents. The conditions of this Agreement shall apply to each and every Annexure which the parties may enter into. The conclusion of each Schedule shall create a separate independent Agreement.
 - (b) Subject to the provisions of clause 6 no alteration or variation of this Agreement shall be of any force or effect unless it is recorded in writing and signed by both parties.
 - (c) By signing this Agreement the signatory confirms that he has the authority (ex-officio or by board resolution) to sign, endorse and execute all documents for and on behalf of the Customer.
- This Agreement is subject to and conditional upon the information provided by the Customer in terms of the confidential Customer Information being acceptable to Konica Minolta.
- 11. This Agreement shall be governed by and construed in accordance with the Laws of the Republic of South Africa.
- 12.1 Both parties hereby consent to the other instituting any proceedings against the other party arising out of this agreement in any Magistrate's Court, notwithstanding that the subject matter of such proceedings would exceed the jurisdiction of such Court.
- 12.2 If any terms of this Agreement are found to be unenforceable, that term will be deleted and the remaining terms will remain unaffected.
- 13. The parties accept as their respective domicilium citandi et executandi for the purposes of this Agreement the addresses as recorded in the Schedule

Either party may change its' aforesaid address to any other address in the Republic of South Africa by giving to the other party no less than 14 (fourteen) days written notice of such change.

- 14. Any notice addressed to the Customer at the domicilium citandi et executandi required to be stated as per clause 13 above, and sent by post shall be deemed to be received by him 7 (seven) days after its posting.
- 15. All notices and all payments effected or made in terms of or in pursuance of this Agreement, shall be effected or made, as the case may be, to the domicilium citandi et executandi specified or provided for in terms of clause 13 above.
- All prices quoted in this Agreement, Schedule and any Annexures attached hereto reflects both VAT Exclusive and VAT Inclusive amounts.

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between

Konica Minolta South Africa a division of Bidvest Office (Pty) Ltd Reg. No. 1997/010942/07 (VAT Reg. No. 4650268230)

and

(The Customer)

Company Registered Name:	KAREEBERG MUNICIPALITY CARNARVON
Registration Number:	
VAT Number	4960194399



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Konica Minolta South Africa, a division of Bidvest Office (Pty) Ltd) (Reg. No. 1997/010942/07) 35 Modulus Road, Theta Extension 5, Johannesburg PO Box 2134, Southdale, 2135 ALL-IN MAINTENANCE SERVICE AGREEMENT SCHEDULE

CUSTOMER:	STOMER: KAREEBERG MUNICIPALITY CARNARVON					ORDER NO : 42729 DATE 01-04-2					
nvoicing address:	picing address: P.O. BOX 10					10 HANAU	STREET				
	CARNARVON										
	CARNARVON 8925			8925							
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These are the general conditions which will apply if the Customer's order is accepted by Konica Minolta. "Konica Minolta" means Konica Minolta South Africa, a division of Bidvest Office (Pty) Ltd or its cessionaries, delegatees, assignees or successors in title

- This Agreement shall commence on the date (as certified by Konica Minolta and as noted as "Start Date" on the Schedule) the equipment is installed and shall continue in force for the full period as noted on the Schedule. Thereafter, this Agreement will remain in force for further monthly periods unless terminated by either party giving to the other not less than 30 (thirty) days written notice by registered post.
- (a) (i) The Customer shall pay Konica Minolta the total monthly minimum charge if any, and the additional copy/scan charges if any, calculated at the rate specified in the Schedule, monthly in arrears upon presentation of invoice. Konica Minolta shall be entitled to charge interest on all overdue accounts at the rate of 2% above the prime lending rate charged by its bankers or any cessionary.
 - (a) (ii) For purposes of this Agreement, "copies" are defined as including all A4 copies/scans or prints, whether colour or black and white.
 - (b) If applicable, monthly copies/scans shall be determined by means of the meters attached to the equipment. Reading of such meters will be, in the first instance, the responsibility of the Customer who undertakes to provide Konica Minolta with monthly meter readings upon telephonic or electronic request being made by Konica Minolta. Konica Minolta however, reserves the right to check the readings from time to time. Access to the Customer's premises shall be subject to the Customer's security regulations in force from time to time.
 - (c) The Customer acknowledges that where a recommended maximum monthly copy/scan volume has been entered onto the Schedule, any copy volumes made in excess of this maximum monthly copy volume, will cause excessive wear and tear in breach of Clause 4(b) below and the excess copy charge will apply to such excess copy volumes.
 - (d) In the event of a breakdown or malfunction of the copy meters, monthly volume for billing purposes shall be established by reference to the average copy volume over previous months.
 - (e) Monthly billing is assessed on the basis of monthly committed copy volume/service charge or accrued copy/scan charges, whichever is the greater.
- Konica Minolta shall provide a maintenance service for the equipment during the period of this Agreement in accordance with the following provisions:
 - (a) (i) It will, subject to the provisions of this Agreement, make inspections, carry out such adjustments and repairs and replace such parts as Konica Minolta or its authorised Dealer may deem necessary to keep this equipment in good working order throughout the period of this Agreement.
 - (ii) Where a Digital Controller is part of the initial equipment installed, Konica Minolta will provide technical service for this Controller throughout the period of this Agreement. Konica Minolta's software support obligation which is included in the price of the controller, will be limited to the installation, connection and commissioning of the Digital Controller on the Customer's network. Thereafter, all software support services will be supplied to the Customer by Konica Minolta on a quoted time and materials basis at the rates in place from time to time or by an adjustment to the copy/scan service charges to cater for such software support, such adjustment to be confirmed on the Schedule to this Agreement.

Where a Digital Controller is added onto an existing equipment configuration, then Konica Minolta will provide technical service for this Controller for the balance of the Agreement. Other than the installation, connection and commissioning of the Digital Controller, all of which costs are included in the price of the Controller, all software support services will be supplied to the Customer by Konica Minolta on a quoted time and materials basis at the rates in place from time to time or by an adjustment to the copy/scan service charges to cater for such software support, such adjustment to be confirmed on the Schedule to this Agreement

- (iii) Where the equipment installed is a refurbished or second-hand model, the on-going supply of replacement spare parts is dependant on them being available from Konica Minolta's Supplier.
- (b) (i) The copier consumables supplied under this Agreement, if any, are those necessary to produce black and colour copies, but excludes the supply of throughput material such as paper, film, staples etc. Any staples supplied for any equipment will be supplied and charged for at an agreed contracted price.
 - (ii) Where the equipment is a plain paper facsimile machine or a laser printer, the supply of the image cartridge which includes toner, or toner or starter supplied separately, will be charged at the current price.
 - (iii) Where the equipment installed is a refurbished or second-hand model, the on-going supply of replacement consumables is dependant on them being available from Konica Minolta's Supplier.
- (c) Konica Minolta shall not charge for any routine maintenance, any repair work done, or for any replacement parts, where the need for such work or parts arises only from fair wear and tear. However, if the repair arises out of carelessness or misuse in operation, careless handling, damage caused as a result of floods, fire, riots, acts of God, adjustments or repairs made by any person other than Konica Minolta or its authorised Dealer, or the use of throughput material such as paper, film, staples etc. not approved by Konica Minolta, a charge will be levied at the prevailing rates and charges as determined by Konica Minolta from time to time.
- (d) Konica Minolta will be entitled to charge for any work carried out at the Customer's request where work is to be done outside of Konica Minolta's normal business hours.
- (e) Where the Customer is obliged to pay a charge for any work, travelling or replacement parts, the charge shall be payable at Konica Minolta's then prevailing rates and charges as determined by Konica Minolta from time to time.
- (f) Konica Minolta offers service free of travelling charge within a 50km radius from the allocated Konica Minolta or authorised Dealer servicing centre. If, however, the location of the equipment is outside of this 50km radius, a travelling charge will be levied, this charge to be at Konica Minolta's prevailing rates as determined by Konica Minolta from time to time.
- 4. During the period of this Agreement the Customer shall:
 - (a) (i) provide for the equipment such place with such electrical connection or telephone connection, if applicable, as Konica Minolta considers suitable. Once installed, the equipment may not be moved without Konica Minolta's prior consent; which consent shall not unreasonably be withheld;
 - (ii) Konica Minolta will move the equipment to a new site (whether or not in the premises in which it was originally installed) if so requested by the Customer, provided that the Customer shall pay Konica Minolta the cost of so doing, based upon Konica Minolta's charges prevailing at the time, and as determined by Konica Minolta. In the event that the Customer, or anyone else, other than Konica Minolta, so moves the equipment, the Customer shall be liable to pay to Konica Minolta, for any repairs, new or substituted parts or materials required as a result of such a move:
 - (b) use the equipment with care and take reasonable precautions to avoid accidents and to safeguard it from loss or damage and excessive wear and tear;
 - (c) notify Konica Minolta immediately of any loss of, or damage to, the equipment or part thereof or any failure of the equipment to function;
 - (d) not repair the equipment nor have it repaired by anyone else other than Konica Minolta or its authorised Dealer in terms of clause 3;

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- (e) not use any part or component for the equipment including black toner, if applicable, which has not been supplied by Konica Minolta and shall not use throughput material such as paper, film, staples etc. which has not been approved by Konica Minolta;
- (f) allow Konica Minotta or anyone authorised by Konica Minotta to inspect and examine the equipment and the copy counting device, if applicable, at all reasonable times, subject however, to the Customer's security regulations in force from time to time:
- (g) use the equipment only for the purpose for which it has been designed, and in accordance with Konica Minolta's instructions;
- (h) acknowledge that the photoconductor drum, heater rollers, transfer rollers, thermal heads and image units, whichever is applicable to the equipment, is prone to damage and must therefore be treated with special care; failing which Konica Minolta shall, notwithstanding anything to the contrary herein contained, not be obliged to repair or replace them or any of them free of charge;
- (i) nominate a responsible person to act as key operator for the unit (such initial person to be trained by Konica Minolta free of charge).
- 5. Konica Minolta shall be exempted from and shall not be liable under any circumstances whatever for any loss of profit or other special damages or any indirect or consequential damages of any nature, whether in the contemplation of the parties or not which the Customer may suffer as a result of any breach by Konica Minolta of any of its obligations to the Customer.
- (a) Konica Minolta may vary any of the terms of this Agreement by giving the Customer written notice of the variations at least 30 (thirty) days before they are due to take effect.
 - (b) The Customer shall thereupon have the right to terminate this Agreement with effect from the date on which the variations are due to take effect by giving written notice to Konica Minolta within 15 (fifteen) days from the date he received Konica Minolta's notice of the variations, failing which the variations will be binding on the Customer.
 - (c) Notwithstanding the foregoing, Konica Minolta shall be entitled to review and increase the copy/scan/service charges/fees set out in the Schedule hereto on an annual basis; such increases to take effect only from the anniversaries of the date of installation of the equipment and to be notified to the Customer not less than 30 (thirty) days prior to any such anniversary, and provided each such increase does not exceed 10% of the existing copy/scan/service charges/fees, then this shall not be a variation entitling the Customer to terminate this Agreement in terms of paragraph (b) of this clause. Konica Minolta's charges/fees will however, always remain market related.
 - (d) Konica Minolta's review of charges/fees as contemplated in paragraph (c) of this clause is designed to cater for the effects of inflation and other increases in labour and travelling costs, and assumes that Rand: foreign currency exchange rate fluctuations will be of a minor nature. If, however, unfavourable exchange rates are experienced, Konica Minolta reserves the right, at any time, to review the charges/fees applied under this Agreement, to cater for such unfavourable exchange rates. Such a review will be construed as a variation as noted in clause (a) above.
 - (e) Any revision of the copy/scan/service charges/fees made under this clause will result in a revised monthly committed copy volume/service charge value.
- (a) Konica Minolta may cancel this Agreement summarily if the Customer fails to pay any amount due in terms of Clause 2(a) above.
 - (b) Both parties may cancel this Agreement summarily if the other:
 - (i) commits any act of insolvency, is sequestrated whether provisionally or finally, or enters into judicial management or liquidation, whether provisional or final; or passes a resolution to voluntarily begin business rescue proceedings in terms of the Companies Act 71 of 2008 ("business rescue proceedings") or if any business rescue proceedings are otherwise proposed or commenced;
 - (ii) commits any other breach of any of the terms of this Agreement and fails to remedy such breach within 7 (seven) days after receipt of written notice from the aggrieved party requiring him to do so.

- c) Konica Minolta's rights under (a) and (b) are not exhaustive and in particular in the event of cancellation of this Agreement by Konica Minolta on the basis of any of the grounds set out in (a) or (b) above, then the Customer shall, on demand by Konica Minolta, pay to Konica Minolta all amounts in arrear in terms thereof at the date of cancellation, plus an amount equal to the aggregate of what would have been the total monthly minimum charge (as set out in the Schedule hereto) for the balance of the period of this Agreement.
- (d) No relaxation of or waiver by either party of any of the terms of this Agreement shall prejudice that party's right to enforce this obligation on any subsequent occasion.
- (e) In the event of either party being in breach of any of its obligations in terms of this Agreement then, without prejudice to any other remedies or rights the aggrieved party may have, including the right of cancellation, all of which rights and remedies it shall nevertheless be entitled to exercise, the aggrieved party shall be entitled to suspend the performance of its own obligations, until the breach is remedied by the defaulting party.
- The Customer shall not be entitled to cede any of its rights under this
 Agreement without Konica Minolta's prior written consent which shall not
 unreasonably be withheld.
- 9. (a) This document, the Schedule and any Annexures hereto signed by the parties and attached hereto, shall constitute the whole Agreement between Konica Minolta and the Customer, and the Customer acknowledges that Konica Minolta has not agreed to any terms, conditions or warranties or made any representations, other than those stated in the aforementioned documents. The conditions of this Agreement shall apply to each and every Annexure which the parties may enter into. The conclusion of each Schedule shall create a separate independent Agreement.
 - (b) Subject to the provisions of clause 6 no alteration or variation of this Agreement shall be of any force or effect unless it is recorded in writing and signed by both parties.
 - (c) By signing this Agreement the signatory confirms that he has the authority (ex-officio or by board resolution) to sign, endorse and execute all documents for and on behalf of the Customer.
- This Agreement is subject to and conditional upon the information provided by the Customer in terms of the confidential Customer Information being acceptable to Konica Minolta.
- 11. This Agreement shall be governed by and construed in accordance with the Laws of the Republic of South Africa.
- 12.1 Both parties hereby consent to the other instituting any proceedings against the other party arising out of this agreement in any Magistrate's Court, notwithstanding that the subject matter of such proceedings would exceed the jurisdiction of such Court.
- 12.2 If any terms of this Agreement are found to be unenforceable, that term will be deleted and the remaining terms will remain unaffected.
- 13. The parties accept as their respective domicilium citandi et executandi for the purposes of this Agreement the addresses as recorded in the Schedule.

Either party may change its' aforesaid address to any other address in the Republic of South Africa by giving to the other party no less than 14 (fourteen) days written notice of such change.

- 14. Any notice addressed to the Customer at the domicilium citandi et executandi required to be stated as per clause 13 above, and sent by post shall be deemed to be received by him 7 (seven) days after its posting.
- 15. All notices and all payments effected or made in terms of or in pursuance of this Agreement, shall be effected or made, as the case may be, to the domicilium citandi et executandi specified or provided for in terms of clause 13 above.
- All prices quoted in this Agreement, Schedule and any Annexures attached hereto reflects both VAT Exclusive and VAT Inclusive amounts.





between

Konica Minolta South Africa a division of Bidvest Office (Pty) Ltd Reg. No. 1997/010942/07 (VAT Reg. No. 4650268230)

and

(The Customer)

Company Registered Name:	KAREEBERG MUNICIPALITY CARNARVON	
Registration Number:		
VAT Number:	4960194399	



www.kmsal.com

Konica Minolta South Africa, a division of Bidvest Office (Pty) Ltd) (Reg. No. 1997/010942/07) 35 Modulus Road, Theta Extension 5, Johannesburg PO Box 2134, Southdale, 2135

ALL-IN MAINTENANCE SERVICE AGREEMENT SCHEDULE

CUSTOMER:	KAREEBERG M	ORDER NO : 42729 DATE 01-04-2019 Installation address:* MAYOR'S OFFICE								
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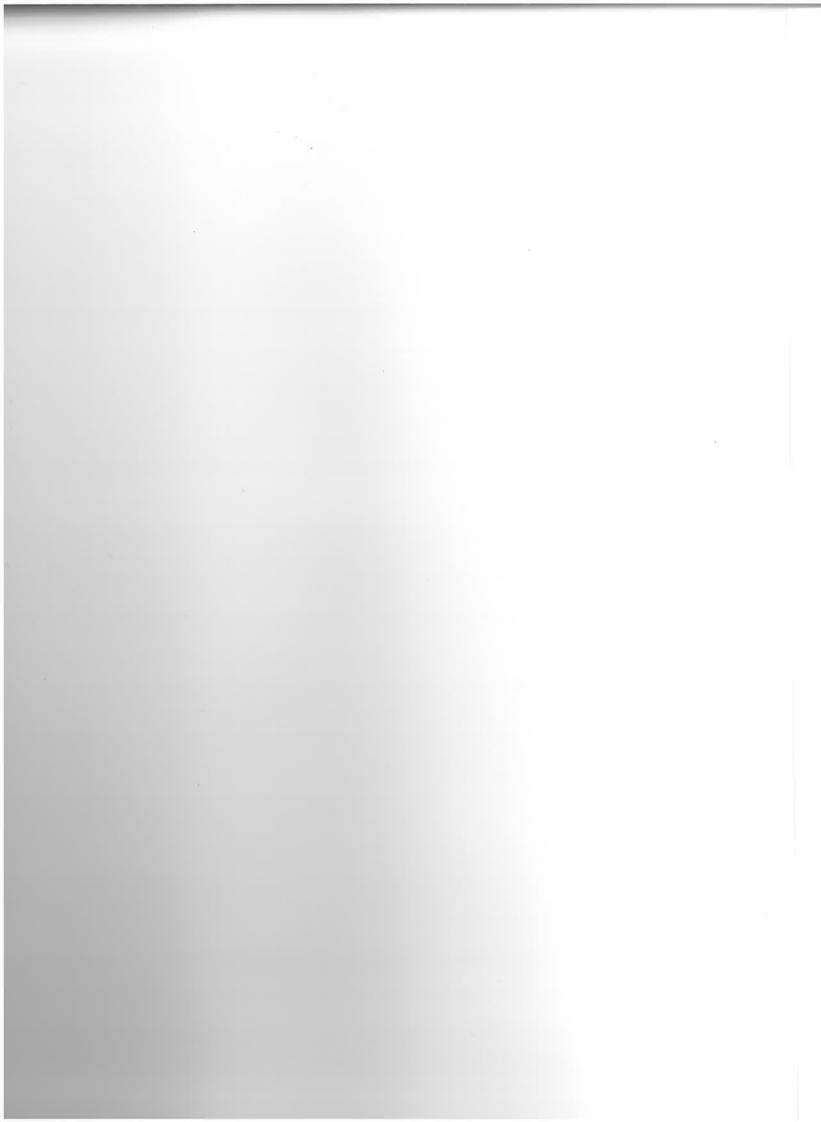
These are the general conditions which will apply if the Customer's order is accepted by Konica Minolta. "Konica Minolta" means Konica Minolta South Africa, a division of Bidvest Office (Pty) Ltd or its cessionaries, delegatees, assignees or successors in title

- 1. This Agreement shall commence on the date (as certified by Konica Minolta and as noted as "Start Date" on the Schedule) the equipment is installed and shall continue in force for the full period as noted on the Schedule. Thereafter, this Agreement will remain in force for further monthly periods unless terminated by either party giving to the other not less than 30 (thirty) days written notice by registered post.
- (a) (i) The Customer shall pay Konica Minolta the total monthly minimum charge if any, and the additional copy/scan charges if any, calculated at the rate specified in the Schedule, monthly in arrears upon presentation of invoice. Konica Minolta shall be entitled to charge interest on all overdue accounts at the rate of 2% above the prime lending rate charged by its bankers or any cessionary.
 - (a) (ii) For purposes of this Agreement, "copies" are defined as including all A4 copies/scans or prints, whether colour or black and white.
 - (b) If applicable, monthly copies/scans shall be determined by means of the meters attached to the equipment. Reading of such meters will be, in the first instance, the responsibility of the Customer who undertakes to provide Konica Minolta with monthly meter readings upon telephonic or electronic request being made by Konica Minolta. Konica Minolta however, reserves the right to check the readings from time to time. Access to the Customer's premises shall be subject to the Customer's security regulations in force from time to time.
 - (c) The Customer acknowledges that where a recommended maximum monthly copy/scan volume has been entered onto the Schedule, any copy volumes made in excess of this maximum monthly copy volume, will cause excessive wear and tear in breach of Clause 4(b) below and the excess copy charge will apply to such excess copy volumes.
 - (d) In the event of a breakdown or malfunction of the copy meters, monthly volume for billing purposes shall be established by reference to the average copy volume over previous months.
 - (e) Monthly billing is assessed on the basis of monthly committed copy volume/service charge or accrued copy/scan charges, whichever is the greater.
- Konica Minolta shall provide a maintenance service for the equipment during the period of this Agreement in accordance with the following provisions:
 - (a) (i) It will, subject to the provisions of this Agreement, make inspections, carry out such adjustments and repairs and replace such parts as Konica Minolta or its authorised Dealer may deem necessary to keep this equipment in good working order throughout the period of this Agreement.
 - (ii) Where a Digital Controller is part of the initial equipment installed, Konica Minolta will provide technical service for this Controller throughout the period of this Agreement. Konica Minolta's software support obligation which is included in the price of the controller, will be limited to the installation, connection and commissioning of the Digital Controller on the Customer's network. Thereafter, all software support services will be supplied to the Customer by Konica Minolta on a quoted time and materials basis at the rates in place from time to time or by an adjustment to the copy/scan service charges to cater for such software support, such adjustment to be confirmed on the Schedule to this Agreement.

Where a Digital Controller is added onto an existing equipment configuration, then Konica Minolta will provide technical service for this Controller for the balance of the Agreement. Other than the installation, connection and commissioning of the Digital Controller, all of which costs are included in the price of the Controller, all software support services will be supplied to the Customer by Konica Minolta on a quoted time and materials basis at the rates in place from time to time or by an adjustment to the copy/scan service charges to cater for such software support, such adjustment to be confirmed on the Schedule to this Agreement.

- (iii) Where the equipment installed is a refurbished or second-hand model, the on-going supply of replacement spare parts is dependant on them being available from Konica Minolta's Supplier.
- (b) (i) The copier consumables supplied under this Agreement, if any, are those necessary to produce black and colour copies, but excludes the supply of throughput material such as paper, film, staples etc. Any staples supplied for any equipment will be supplied and charged for at an agreed contracted price.
 - (ii) Where the equipment is a plain paper facsimile machine or a laser printer, the supply of the image cartridge which includes toner, or toner or starter supplied separately, will be charged at the current price.
 - (iii) Where the equipment installed is a refurbished or second-hand model, the on-going supply of replacement consumables is dependent on them being available from Konica Minolta's Supplier.
- (c) Konica Minolta shall not charge for any routine maintenance, any repair work done, or for any replacement parts, where the need for such work or parts arises only from fair wear and tear. However, if the repair arises out of carelessness or misuse in operation, careless handling, damage caused as a result of floods, fire, riots, acts of God, adjustments or repairs made by any person other than Konica Minolta or its authorised Dealer, or the use of throughput material such as paper, film, staples etc. not approved by Konica Minolta, a charge will be levied at the prevailing rates and charges as determined by Konica Minolta from time to time.
- (d) Konica Minolta will be entitled to charge for any work carried out at the Customer's request where work is to be done outside of Konica Minolta's normal business hours.
- (e) Where the Customer is obliged to pay a charge for any work, travelling or replacement parts, the charge shall be payable at Konica Minolta's then prevailing rates and charges as determined by Konica Minolta from time to time.
- (f) Konica Minolta offers service free of travelling charge within a 50km radius from the allocated Konica Minolta or authorised Dealer servicing centre. If, however, the location of the equipment is outside of this 50km radius, a travelling charge will be levied, this charge to be at Konica Minolta's prevailing rates as determined by Konica Minolta from time to time.
- 4. During the period of this Agreement the Customer shall:
 - (a) (i) provide for the equipment such place with such electrical connection or telephone connection, if applicable, as Konica Minolta considers suitable. Once installed, the equipment may not be moved without Konica Minolta's prior consent; which consent shall not unreasonably be withheld;
 - (ii) Konica Minolta will move the equipment to a new site (whether or not in the premises in which it was originally installed) if so requested by the Customer, provided that the Customer shall pay Konica Minolta the cost of so doing, based upon Konica Minolta's charges prevailing at the time, and as determined by Konica Minolta. In the event that the Customer, or anyone else, other than Konica Minolta, so moves the equipment, the Customer shall be liable to pay to Konica Minolta, for any repairs, new or substituted parts or materials required as a result of such a move;
 - (b) use the equipment with care and take reasonable precautions to avoid accidents and to safeguard it from loss or damage and excessive wear and tear:
 - (c) notify Konica Minolta immediately of any loss of, or damage to, the equipment or part thereof or any failure of the equipment to function;
 - (d) not repair the equipment nor have it repaired by anyone else other than Konica Minolta or its authorised Dealer in terms of clause 3;

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- (e) not use any part or component for the equipment including black toner, if applicable, which has not been supplied by Konica Minolta and shall not use throughput material such as paper, film, staples etc. which has not been approved by Konica Minolta;
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- (g) use the equipment only for the purpose for which it has been designed, and in accordance with Konica Minolta's instructions;
- (h) acknowledge that the photoconductor drum, heater rollers, transfer rollers, thermal heads and image units, whichever is applicable to the equipment, is prone to damage and must therefore be treated with special care; failing which Konica Minolta shall, notwithstanding anything to the contrary herein contained, not be obliged to repair or replace them or any of them free of charge;
- nominate a responsible person to act as key operator for the unit (such initial person to be trained by Konica Minolta free of charge).
- 5. Konica Minolta shall be exempted from and shall not be liable under any circumstances whatever for any loss of profit or other special damages or any indirect or consequential damages of any nature, whether in the contemplation of the parties or not which the Customer may suffer as a result of any breach by Konica Minolta of any of its obligations to the Customer.
- (a) Konica Minolta may vary any of the terms of this Agreement by giving the Customer written notice of the variations at least 30 (thirty) days before they are due to take effect.
 - (b) The Customer shall thereupon have the right to terminate this Agreement with effect from the date on which the variations are due to take effect by giving written notice to Konica Minolta within 15 (fifteen) days from the date he received Konica Minolta's notice of the variations, failing which the variations will be binding on the Customer.
 - (c) Notwithstanding the foregoing, Konica Minolta shall be entitled to review and increase the copy/scan/service charges/fees set out in the Schedule hereto on an annual basis; such increases to take effect only from the anniversaries of the date of installation of the equipment and to be notified to the Customer not less than 30 (thirty) days prior to any such anniversary, and provided each such increase does not exceed 10% of the existing copy/scan/service charges/fees, then this shall not be a variation entitling the Customer to terminate this Agreement in terms of paragraph (b) of this clause. Konica Minolta's charges/fees will however, always remain market related.
 - (d) Konica Minolta's review of charges/fees as contemplated in paragraph (c) of this clause is designed to cater for the effects of inflation and other increases in labour and travelling costs, and assumes that Rand : foreign currency exchange rate fluctuations will be of a minor nature. If, however, unfavourable exchange rates are experienced, Konica Minolta reserves the right, at any time, to review the charges/fees applied under this Agreement, to cater for such unfavourable exchange rates. Such a review will be construed as a variation as noted in clause (a) above.
 - (e) Any revision of the copy/scan/service charges/fees made under this clause will result in a revised monthly committed copy volume/service charge value.
- (a) Konica Minolta may cancel this Agreement summarily if the Customer fails to pay any amount due in terms of Clause 2(a) above.
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 - (i) commits any act of insolvency, is sequestrated whether provisionally or finally, or enters into judicial management or liquidation, whether provisional or final; or passes a resolution to voluntarily begin business rescue proceedings in terms of the Companies Act 71 of 2008 ("business rescue proceedings") or if any business rescue proceedings are otherwise proposed or commenced; or
 - (ii) commits any other breach of any of the terms of this Agreement and fails to remedy such breach within 7 (seven) days after receipt of written notice from the aggrieved party requiring him to do so.

- c) Konica Minolta's rights under (a) and (b) are not exhaustive and in particular in the event of cancellation of this Agreement by Konica Minolta on the basis of any of the grounds set out in (a) or (b) above, then the Customer shall, on demand by Konica Minolta, pay to Konica Minolta all amounts in arrear in terms thereof at the date of cancellation, plus an amount equal to the aggregate of what would have been the total monthly minimum charge (as set out in the Schedule hereto) for the balance of the period of this Agreement.
- (d) No relaxation of or waiver by either party of any of the terms of this Agreement shall prejudice that party's right to enforce this obligation on any subsequent occasion.
- (e) In the event of either party being in breach of any of its obligations in terms of this Agreement then, without prejudice to any other remedies or rights the aggrieved party may have, including the right of cancellation, all of which rights and remedies it shall nevertheless be entitled to exercise, the aggrieved party shall be entitled to suspend the performance of its own obligations, until the breach is remedied by the defaulting party.
- The Customer shall not be entitled to cede any of its rights under this
 Agreement without Konica Minolta's prior written consent which shall not
 unreasonably be withheld.
- 9. (a) This document, the Schedule and any Annexures hereto signed by the parties and attached hereto, shall constitute the whole Agreement between Konica Minolta and the Customer, and the Customer acknowledges that Konica Minolta has not agreed to any terms, conditions or warranties or made any representations, other than those stated in the aforementioned documents. The conditions of this Agreement shall apply to each and every Annexure which the parties may enter into. The conclusion of each Schedule shall create a separate independent Agreement.
 - (b) Subject to the provisions of clause 6 no alteration or variation of this Agreement shall be of any force or effect unless it is recorded in writing and signed by both parties.
 - (c) By signing this Agreement the signatory confirms that he has the authority (ex-officio or by board resolution) to sign, endorse and execute all documents for and on behalf of the Customer.
- This Agreement is subject to and conditional upon the information provided by the Customer in terms of the confidential Customer Information being acceptable to Konica Minolta.
- 11. This Agreement shall be governed by and construed in accordance with the Laws of the Republic of South Africa.
- 12.1 Both parties hereby consent to the other instituting any proceedings against the other party arising out of this agreement in any Magistrate's Court, notwithstanding that the subject matter of such proceedings would exceed the jurisdiction of such Court.
- 12.2 If any terms of this Agreement are found to be unenforceable, that term will be deleted and the remaining terms will remain unaffected.
- The parties accept as their respective domicilium citandi et executandi for the purposes of this Agreement the addresses as recorded in the Schedule
 - Either party may change its' aforesaid address to any other address in the Republic of South Africa by giving to the other party no less than 14 (fourteen) days written notice of such change.
- 14. Any notice addressed to the Customer at the domicilium citandi et executandi required to be stated as per clause 13 above, and sent by post shall be deemed to be received by him 7 (seven) days after its posting.
- 15. All notices and all payments effected or made in terms of or in pursuance of this Agreement, shall be effected or made, as the case may be, to the domicilium citandi et executandi specified or provided for in terms of clause 13 above
- All prices quoted in this Agreement, Schedule and any Annexures attached hereto reflects both VAT Exclusive and VAT Inclusive amounts.



KONICA MINOLTA

between

Konica Minolta South Africa a division of Bidvest Office (Pty) Ltd Reg. No. 1997/010942/07 (VAT Reg. No. 4650268230)

and

(The Customer)

Company Registered Name:	KAREEBERG MUNICIPALITY CARNARVON
,	
Registration Number:	
VAT Number	4960194399



www.kmsa.ccm

Konica Minolta South Africa, a division of Bidvest Office (Pty) Ltd) (Reg. No. 1997/010942/07) 35 Modulus Road, Theta Extension 5, Johannesburg PO Box 2134, Southdale, 2135

ALL-IN MAINTENANCE SERVICE AGREEMENT SCHEDULE

CUSTOMER: KAREEBE	USTOMER: KAREEBERG MUNICIPALITY CARNARVON				729 D	ATE 01-04-2019					
nvoicing address: P.O. BOX			Installation address:* MAIN STREET								
	CARNARVON				VAN WYKSVLEI						
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These are the general conditions which will apply if the Customer's order is accepted by Konica Minolta. "Konica Minolta" means Konica Minolta South Africa, a division of Bidvest Office (Pty) Ltd or its cessionaries, delegatees, assignees or successors in title.

- This Agreement shall commence on the date (as certified by Konica Minolta and as noted as "Start Date" on the Schedule) the equipment is installed and shall continue in force for the full period as noted on the Schedule. Thereafter, this Agreement will remain in force for further monthly periods unless terminated by either party giving to the other not less than 30 (thirty) days written notice by registered post.
- (a) (i) The Customer shall pay Konica Minołta the total monthly minimum charge if any, and the additional copy/scan charges if any, calculated at the rate specified in the Schedule, monthly in arrears upon presentation of invoice. Konica Minołta shall be entitled to charge interest on all overdue accounts at the rate of 2% above the prime lending rate charged by its bankers or any cessionary.
 - (a) (ii) For purposes of this Agreement, "copies" are defined as including all A4 copies/scans or prints, whether colour or black and white.
 - (b) If applicable, monthly copies/scans shall be determined by means of the meters attached to the equipment. Reading of such meters will be, in the first instance, the responsibility of the Customer who undertakes to provide Konica Minolta with monthly meter readings upon telephonic or electronic request being made by Konica Minolta. Konica Minolta however, reserves the right to check the readings from time to time. Access to the Customer's premises shall be subject to the Customer's security regulations in force from time to time.
 - (c) The Customer acknowledges that where a recommended maximum monthly copy/scan volume has been entered onto the Schedule, any copy volumes made in excess of this maximum monthly copy volume, will cause excessive wear and tear in breach of Clause 4(b) below and the excess copy charge will apply to such excess copy volumes.
 - (d) In the event of a breakdown or malfunction of the copy meters, monthly volume for billing purposes shall be established by reference to the average copy volume over previous months.
 - (e) Monthly billing is assessed on the basis of monthly committed copy volume/service charge or accrued copy/scan charges, whichever is the greater.
- Konica Minolta shall provide a maintenance service for the equipment during the period of this Agreement in accordance with the following provisions:
 - (a) (i) It will, subject to the provisions of this Agreement, make inspections, carry out such adjustments and repairs and replace such parts as Konica Minolta or its authorised Dealer may deem necessary to keep this equipment in good working order throughout the period of this Agreement.
 - (ii) Where a Digital Controller is part of the initial equipment installed, Konica Minolta will provide technical service for this Controller throughout the period of this Agreement. Konica Minolta's software support obligation which is included in the price of the controller, will be limited to the installation, connection and commissioning of the Digital Controller on the Customer's network. Thereafter, all software support services will be supplied to the Customer by Konica Minolta on a quoted time and materials basis at the rates in place from time to time or by an adjustment to the copy/scan service charges to cater for such software support, such adjustment to be confirmed on the Schedule to this Agreement.

Where a Digital Controller is added onto an existing equipment configuration, then Konica Minolta will provide technical service for this Controller for the balance of the Agreement. Other than the installation, connection and commissioning of the Digital Controller, all of which costs are included in the price of the Controller, all software support services will be supplied to the Customer by Konica Minolta on a quoted time and materials basis at the rates in place from time to time or by an adjustment to the copy/scan service charges to cater for such software support, such adjustment to be confirmed on the Schedule to this Agreement.

- (iii) Where the equipment installed is a refurbished or second-hand model, the on-going supply of replacement spare parts is dependent on them being available from Konica Minolta's Supplier.
- (b) (i) The copier consumables supplied under this Agreement, if any, are those necessary to produce black and colour copies, but excludes the supply of throughput material such as paper, film, staples etc. Any staples supplied for any equipment will be supplied and charged for at an agreed contracted price.
 - (ii) Where the equipment is a plain paper facsimile machine or a laser printer, the supply of the image cartridge which includes toner, or toner or starter supplied separately, will be charged at the current price.
 - (iii) Where the equipment installed is a refurbished or second-hand model, the on-going supply of replacement consumables is dependent on them being available from Konica Minolta's Supplier.
- (c) Konica Minotta shall not charge for any routine maintenance, any repair work done, or for any replacement parts, where the need for such work or parts arises only from fair wear and tear. However, if the repair arises out of carelessness or misuse in operation, careless handling, damage caused as a result of floods, fire, riots, acts of God, adjustments or repairs made by any person other than Konica Minotta or its authorised Dealer, or the use of throughput material such as paper, film, staples etc. not approved by Konica Minolta, a charge will be levied at the prevailing rates and charges as determined by Konica Minotta from time to time.
- (d) Konica Minolta will be entitled to charge for any work carried out at the Customer's request where work is to be done outside of Konica Minolta's normal business hours.
- (e) Where the Customer is obliged to pay a charge for any work, travelling or replacement parts, the charge shall be payable at Konica Minolta's then prevailing rates and charges as determined by Konica Minolta from time to time.
- (f) Konica Minolta offers service free of travelling charge within a 50km radius from the allocated Konica Minolta or authorised Dealer servicing centre. If, however, the location of the equipment is outside of this 50km radius, a travelling charge will be levied, this charge to be at Konica Minolta's prevailing rates as determined by Konica Minolta from time to time.
- 4. During the period of this Agreement the Customer shall:
 - (a) (i) provide for the equipment such place with such electrical connection or telephone connection, if applicable, as Konica Minolta considers suitable. Once installed, the equipment may not be moved without Konica Minolta's prior consent; which consent shall not unreasonably be withheld;
 - (ii) Konica Minolta will move the equipment to a new site (whether or not in the premises in which it was originally installed) if so requested by the Customer, provided that the Customer shall pay Konica Minolta the cost of so doing, based upon Konica Minolta's charges prevailing at the time, and as determined by Konica Minolta. In the event that the Customer, or anyone else, other than Konica Minolta, so moves the equipment, the Customer shall be liable to pay to Konica Minolta, for any repairs, new or substituted parts or materials required as a result of such a move;
 - (b) use the equipment with care and take reasonable precautions to avoid accidents and to safeguard it from loss or damage and excessive wear and tear;
 - (c) notify Konica Minolta immediately of any loss of, or damage to, the equipment or part thereof or any failure of the equipment to function;
 - (d) not repair the equipment nor have it repaired by anyone else other than Konica Minolta or its authorised Dealer in terms of clause 3;

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- (e) not use any part or component for the equipment including black toner, if applicable, which has not been supplied by Konica Minolta and shall not use throughput material such as paper, film, staples etc. which has not been approved by Konica Minolta:
- (f) allow Konica Minolta or anyone authorised by Konica Minolta to inspect and examine the equipment and the copy counting device, if applicable, at all reasonable times, subject however, to the Customer's security regulations in force from time to time:
- (g) use the equipment only for the purpose for which it has been designed, and in accordance with Konica Minolta's instructions;
- (h) acknowledge that the photoconductor drum, heater rollers, transfer rollers, thermal heads and image units, whichever is applicable to the equipment, is prone to damage and must therefore be treated with special care; failing which Konica Minolta shall, notwithstanding anything to the contrary herein contained, not be obliged to repair or replace them or any of them free of charge:
- (i) nominate a responsible person to act as key operator for the unit (such initial person to be trained by Konica Minolta free of charge).
- 5. Konica Minolta shall be exempted from and shall not be liable under any circumstances whatever for any loss of profit or other special damages or any indirect or consequential damages of any nature, whether in the contemplation of the parties or not which the Customer may suffer as a result of any breach by Konica Minolta of any of its obligations to the Customer.
- (a) Konica Minolta may vary any of the terms of this Agreement by giving the Customer written notice of the variations at least 30 (thirty) days before they are due to take effect.
 - (b) The Customer shall thereupon have the right to terminate this Agreement with effect from the date on which the variations are due to take effect by giving written notice to Konica Minolta within 15 (fifteen) days from the date he received Konica Minolta's notice of the variations, failing which the variations will be binding on the Customer.
 - (c) Notwithstanding the foregoing, Konica Minolta shall be entitled to review and increase the copy/scan/service charges/fees set out in the Schedule hereto on an annual basis; such increases to take effect only from the anniversaries of the date of installation of the equipment and to be notified to the Customer not less than 30 (thirty) days prior to any such anniversary, and provided each such increase does not exceed 10% of the existing copy/scan/service charges/fees, then this shall not be a variation entitling the Customer to terminate this Agreement in terms of paragraph (b) of this clause. Konica Minolta's charges/fees will however, always remain market related.
 - (d) Konica Minolta's review of charges/fees as contemplated in paragraph (c) of this clause is designed to cater for the effects of inflation and other increases in labour and travelling costs, and assumes that Rand: foreign currency exchange rate fluctuations will be of a minor nature. If, however, unfavourable exchange rates are experienced, Konica Minolta reserves the right, at any time, to review the charges/fees applied under this Agreement, to cater for such unfavourable exchange rates. Such a review will be construed as a variation as noted in clause (a) above.
 - (e) Any revision of the copy/scan/service charges/fees made under this clause will result in a revised monthly committed copy volume/service charge value.
- (a) Konica Minolta may cancel this Agreement summarily if the Customer fails to pay any amount due in terms of Clause 2(a) above.
 - (b) Both parties may cancel this Agreement summarily if the other:
 - (i) commits any act of insolvency, is sequestrated whether provisionally or finally, or enters into judicial management or liquidation, whether provisional or final; or passes a resolution to voluntarily begin business rescue proceedings in terms of the Companies Act 71 of 2008 ("business rescue proceedings") or if any business rescue proceedings are otherwise proposed or commenced; or
 - (ii) commits any other breach of any of the terms of this Agreement and fails to remedy such breach within 7 (seven) days after receipt of written notice from the aggrieved party requiring him to do so.

- c) Konica Minolta's rights under (a) and (b) are not exhaustive and in particular in the event of cancellation of this Agreement by Konica Minolta on the basis of any of the grounds set out in (a) or (b) above, then the Customer shall, on demand by Konica Minolta, pay to Konica Minolta all amounts in arrear in terms thereof at the date of cancellation, plus an amount equal to the aggregate of what would have been the total monthly minimum charge (as set out in the Schedule hereto) for the balance of the period of this Agreement.
- (d) No relaxation of or waiver by either party of any of the terms of this Agreement shall prejudice that party's right to enforce this obligation on any subsequent occasion.
- (e) In the event of either party being in breach of any of its obligations in terms of this Agreement then, without prejudice to any other remedies or rights the aggrieved party may have, including the right of cancellation, all of which rights and remedies it shall nevertheless be entitled to exercise, the aggrieved party shall be entitled to suspend the performance of its own obligations, until the breach is remedied by the defaultion party.
- The Customer shall not be entitled to cede any of its rights under this Agreement without Konica Minolta's prior written consent which shall not unreasonably be withheld.
- 9. (a) This document, the Schedule and any Annexures hereto signed by the parties and attached hereto, shall constitute the whole Agreement between Konica Minolta and the Customer, and the Customer acknowledges that Konica Minolta has not agreed to any terms, conditions or warranties or made any representations, other than those stated in the aforementioned documents. The conditions of this Agreement shall apply to each and every Annexure which the parties may enter into. The conclusion of each Schedule shall create a separate independent Agreement.
 - (b) Subject to the provisions of clause 6 no alteration or variation of this Agreement shall be of any force or effect unless it is recorded in writing and signed by both parties.
 - (c) By signing this Agreement the signatory confirms that he has the authority (ex-officio or by board resolution) to sign, endorse and execute all documents for and on behalf of the Customer.
- This Agreement is subject to and conditional upon the information provided by the Customer in terms of the confidential Customer Information being acceptable to Konica Minolta.
- This Agreement shall be governed by and construed in accordance with the Laws of the Republic of South Africa.
- 12.1 Both parties hereby consent to the other instituting any proceedings against the other party arising out of this agreement in any Magistrate's Court, notwithstanding that the subject matter of such proceedings would exceed the jurisdiction of such Court.
- 12.2 If any terms of this Agreement are found to be unenforceable, that term will be deleted and the remaining terms will remain unaffected.
- 13. The parties accept as their respective domicilium citandi et executandi for the purposes of this Agreement the addresses as recorded in the Schedule.

Either party may change its' aforesaid address to any other address in the Republic of South Africa by giving to the other party no less than 14 (fourteen) days written notice of such change.

- 14. Any notice addressed to the Customer at the domicilium citandi et executandi required to be stated as per clause 13 above, and sent by post shall be deemed to be received by him 7 (seven) days after its posting.
- 15. All notices and all payments effected or made in terms of or in pursuance of this Agreement, shall be effected or made, as the case may be, to the domicilium citandi et executandi specified or provided for in terms of clause 13 above
- All prices quoted in this Agreement, Schedule and any Annexures attached hereto reflects both VAT Exclusive and VAT Inclusive amounts.

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between

Konica Minolta South Africa a division of Bidvest Office (Pty) Ltd Reg. No. 1997/010942/07 (VAT Reg. No. 4650268230)

and

(The Customer)

Company Registered Name:	KAREEBERG MUNICIPALITY CARNARVON
Registration Number:	
VAT Number:	4960194399



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Konica Minolta South Africa, a division of Bidvest Office (Pty) Ltd) (Reg. No. 1997/010942/07) 35 Modulus Road, Theta Extension 5, Johannesburg PO Box 2134, Southdale, 2135 ALL-IN MAINTENANCE SERVICE AGREEMENT SCHEDULE

CUSTOMER:	KAREEBERG	MUNICIPALITY	CARNARVON	ORDER NO	:	42729	DAT	E 01-04-2019
	ddress: P.O. BOX 10			Installation	address:	* C/O VAN S	TADEN & CHUR	CH STREET
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				-		8780		
	8925			-			675 0021	
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These are the general conditions which will apply if the Customer's order is accepted by Konica Minolta. "Konica Minolta" means Konica Minolta South Africa, a division of Bidvest Office (Pty) Ltd or its cessionaries, delegatees, assignees or successors in title.

- 1. This Agreement shall commence on the date (as certified by Konica Minolta and as noted as "Start Date" on the Schedule) the equipment is installed and shall continue in force for the full period as noted on the Schedule. Thereafter, this Agreement will remain in force for further monthly periods unless terminated by either party giving to the other not less than 30 (thirty) days written notice by registered post.
- (a) (i) The Customer shall pay Konica Minolta the total monthly minimum charge if any, and the additional copy/scan charges if any, calculated at the rate specified in the Schedule, monthly in arrears upon presentation of invoice, Konica Minolta shall be entitled to charge interest on all overdue accounts at the rate of 2% above the prime lending rate charged by its bankers or any cessionary.
 - (a) (ii) For purposes of this Agreement, "copies" are defined as including all A4 copies/scans or prints, whether colour or black and white.
 - (b) If applicable, monthly copies/scans shall be determined by means of the meters attached to the equipment. Reading of such meters will be, in the first instance, the responsibility of the Customer who undertakes to provide Konica Minolta with monthly meter readings upon telephonic or electronic request being made by Konica Minolta. Konica Minolta however, reserves the right to check the readings from time to time. Access to the Customer's premises shall be subject to the Customer's security regulations in force from time to time.
 - (c) The Customer acknowledges that where a recommended maximum monthly copy/scan volume has been entered onto the Schedule, any copy volumes made in excess of this maximum monthly copy volume, will cause excessive wear and tear in breach of Clause 4(b) below and the excess copy charge will apply to such excess copy volumes.
 - (d) In the event of a breakdown or malfunction of the copy meters, monthly volume for billing purposes shall be established by reference to the average copy volume over previous months.
 - (e) Monthly billing is assessed on the basis of monthly committed copy volume/service charge or accrued copy/scan charges, whichever is the greater.
- 3. Konica Minolta shall provide a maintenance service for the equipment during the period of this Agreement in accordance with the following provisions:
 - (a) (i) It will, subject to the provisions of this Agreement, make inspections, carry out such adjustments and repairs and replace such parts as Konica Minolta or its authorised Dealer may deem necessary to keep this equipment in good working order throughout the period of this Agreement.
 - (ii) Where a Digital Controller is part of the initial equipment installed, Konica Minolta will provide technical service for this Controller throughout the period of this Agreement. Konica Minolta's software support obligation which is included in the price of the controller, will be limited to the installation, connection and commissioning of the Digital Controller on the Customer's network. Thereafter, all software support services will be supplied to the Customer by Konica Minolta on a quoted time and materials basis at the rates in place from time to time or by an adjustment to the copy/scan service charges to cater for such software support, such adjustment to be confirmed on the Schedule to this Agreement.

Where a Digital Controller is added onto an existing equipment configuration, then Konica Minolta will provide technical service for this Controller for the balance of the Agreement. Other than the installation, connection and commissioning of the Digital Controller, all of which costs are included in the price of the Controller, all software support services will be supplied to the Customer by Konica Minolta on a quoted time and materials basis at the rates in place from time to time or by an adjustment to the copy/scan service charges to cater for such software support, such adjustment to be confirmed on the Schedule to this Agreement.

- (iii) Where the equipment installed is a refurbished or second-hand model, the on-going supply of replacement spare parts is dependant on them being available from Konica Minolta's Supplier.
- (b) (i) The copier consumables supplied under this Agreement, if any, are those necessary to produce black and colour copies, but excludes the supply of throughput material such as paper, film, staples etc. Any staples supplied for any equipment will be supplied and charged for at an agreed contracted price.
 - (ii) Where the equipment is a plain paper facsimile machine or a laser printer, the supply of the image cartridge which includes toner, or toner or starter supplied separately, will be charged at the current price.
 - (iii) Where the equipment installed is a refurbished or second-hand model, the on-going supply of replacement consumables is dependent on them being available from Konica Minolta's Supplier.
- (c) Konica Minoita shall not charge for any routine maintenance, any repair work done, or for any replacement parts, where the need for such work or parts arises only from fair wear and tear. However, if the repair arises out of carelessness or misuse in operation, careless handling, damage caused as a result of floods, fire, riots, acts of God, adjustments or repairs made by any person other than Konica Minoita or its authorised Dealer, or the use of throughput material such as paper, film, staples etc. not approved by Konica Minoita, a charge will be levied at the prevailing rates and charges as determined by Konica Minoita from time to time.
- (d) Konica Minolta will be entitled to charge for any work carried out at the Customer's request where work is to be done outside of Konica Minolta's normal business hours.
- (e) Where the Customer is obliged to pay a charge for any work, travelling or replacement parts, the charge shall be payable at Konica Minolta's then prevailing rates and charges as determined by Konica Minolta from time to time.
- (f) Konica Minolta offers service free of travelling charge within a 50km radius from the allocated Konica Minolta or authorised Dealer servicing centre. If, however, the location of the equipment is outside of this 50km radius, a travelling charge will be levied, this charge to be at Konica Minolta's prevailing rates as determined by Konica Minolta from time to time.
- 4. During the period of this Agreement the Customer shall:
 - (a) (i) provide for the equipment such place with such electrical connection or telephone connection, if applicable, as Konica Minotta considers suitable. Once installed, the equipment may not be moved without Konica Minotta's prior consent; which consent shall not unreasonably be withheld:
 - (ii) Konica Minolta will move the equipment to a new site (whether or not in the premises in which it was originally installed) if so requested by the Customer, provided that the Customer shall pay Konica Minolta the cost of so doing, based upon Konica Minolta's charges prevailing at the time, and as determined by Konica Minolta. In the event that the Customer, or anyone else, other than Konica Minolta, so moves the equipment, the Customer shall be liable to pay to Konica Minolta, for any repairs, new or substituted parts or materials required as a result of such a move;
 - (b) use the equipment with care and take reasonable precautions to avoid accidents and to safeguard it from loss or damage and excessive wear and tear:
 - (c) notify Konica Minolta immediately of any loss of, or damage to, the equipment or part thereof or any failure of the equipment to function;
 - (d) not repair the equipment nor have it repaired by anyone else other than Konica Minolta or its authorised Dealer in terms of clause 3;





- (e) not use any part or component for the equipment including black toner, if applicable, which has not been supplied by Konica Minolta and shall not use throughput material such as paper, film, staples etc. which has not been approved by Konica Minolta;
- (f) allow Konica Minolta or anyone authorised by Konica Minolta to inspect and examine the equipment and the copy counting device, if applicable, at all reasonable times, subject however, to the Customer's security regulations in force from time to time;
- (g) use the equipment only for the purpose for which it has been designed, and in accordance with Konica Minolta's instructions;
- (h) acknowledge that the photoconductor drum, heater rollers, transfer rollers, thermal heads and image units, whichever is applicable to the equipment, is prone to damage and must therefore be treated with special care; failing which Konica Minolta shall, notwithstanding anything to the contrary herein contained, not be obliged to repair or replace them or any of them free of charge;
- (i) nominate a responsible person to act as key operator for the unit (such initial person to be trained by Konica Minotta free of charge).
- 5. Konica Minolta shall be exempted from and shall not be liable under any circumstances whatever for any loss of profit or other special damages or any indirect or consequential damages of any nature, whether in the contemplation of the parties or not which the Customer may suffer as a result of any breach by Konica Minolta of any of its obligations to the Customer.
- (a) Konica Minolta may vary any of the terms of this Agreement by giving the Customer written notice of the variations at least 30 (thirty) days before they are due to take effect.
 - (b) The Customer shall thereupon have the right to terminate this Agreement with effect from the date on which the variations are due to take effect by giving written notice to Konica Minolta within 15 (fifteen) days from the date he received Konica Minolta's notice of the variations, falling which the variations will be binding on the Customer.
 - (c) Notwithstanding the foregoing, Konica Minolta shall be entitled to review and increase the copy/scan/service charges/fees set out in the Schedule hereto on an annual basis; such increases to take effect only from the anniversaries of the date of installation of the equipment and to be notified to the Customer not less than 30 (thirty) days prior to any such anniversary, and provided each such increase does not exceed 10% of the existing copy/scan/service charges/fees, then this shall not be a variation entitling the Customer to terminate this Agreement in terms of paragraph (b) of this clause. Konica Minolta's charges/fees will however, always remain market related.
 - (d) Konica Minolta's review of charges/fees as contemplated in paragraph (c) of this clause is designed to cater for the effects of inflation and other increases in labour and travelling costs, and assumes that Rand: foreign currency exchange rate fluctuations will be of a minor nature. If, however, unfavourable exchange rates are experienced, Konica Minolta reserves the right, at any time, to review the charges/fees applied under this Agreement, to cater for such unfavourable exchange rates. Such a review will be construed as a variation as noted in clause (a) above.
 - (e) Any revision of the copy/scan/service charges/fees made under this clause will result in a revised monthly committed copy volume/service charge value.
- (a) Konica Minolta may cancel this Agreement summarily if the Customer fails to pay any amount due in terms of Clause 2(a) above.
 - (b) Both parties may cancel this Agreement summarity if the other:
 - (i) commits any act of insolvency, is sequestrated whether provisionally or finally, or enters into judicial management or liquidation, whether provisional or final; or passes a resolution to voluntarily begin business rescue proceedings in terms of the Companies Act 71 of 2008 ("business rescue proceedings") or if any business rescue proceedings are otherwise proposed or commenced; or
 - (ii) commits any other breach of any of the terms of this Agreement and fails to remedy such breach within 7 (seven) days after receipt of written notice from the aggrieved party requiring him to do so.

- c) Konica Minolta's rights under (a) and (b) are not exhaustive and in particular in the event of cancellation of this Agreement by Konica Minolta on the basis of any of the grounds set out in (a) or (b) above, then the Customer shall, on demand by Konica Minolta, pay to Konica Minolta all amounts in arrear in terms thereof at the date of cancellation, plus an amount equal to the aggregate of what would have been the total monthly minimum charge (as set out in the Schedule hereto) for the balance of the period of this Agreement.
- (d) No relaxation of or waiver by either party of any of the terms of this Agreement shall prejudice that party's right to enforce this obligation on any subsequent occasion.
- (e) In the event of either party being in breach of any of its obligations in terms of this Agreement then, without prejudice to any other remedies or rights the aggrieved party may have, including the right of cancellation, all of which rights and remedies it shall nevertheless be entitled to exercise, the aggrieved party shall be entitled to suspend the performance of its own obligations, until the breach is remedied by the defaulting party.
- The Customer shall not be entitled to cede any of its rights under this Agreement without Konica Minolta's prior written consent which shall not unreasonably be withheld.
- 9. (a) This document, the Schedule and any Annexures hereto signed by the parties and attached hereto, shall constitute the whole Agreement between Konica Minolta and the Customer, and the Customer acknowledges that Konica Minolta has not agreed to any terms, conditions or warranties or made any representations, other than those stated in the aforementioned documents. The conditions of this Agreement shall apply to each and every Annexure which the parties may enter into. The conclusion of each Schedule shall create a separate independent Agreement.
 - (b) Subject to the provisions of clause 6 no alteration or variation of this Agreement shall be of any force or effect unless it is recorded in writing and signed by both parties.
 - (c) By signing this Agreement the signatory confirms that he has the authority (ex-officio or by board resolution) to sign, endorse and execute all documents for and on behalf of the Customer.
- This Agreement is subject to and conditional upon the information provided by the Customer in terms of the confidential Customer Information being acceptable to Konica Minolta.
- 11. This Agreement shall be governed by and construed in accordance with the Laws of the Republic of South Africa.
- 12.1 Both parties hereby consent to the other instituting any proceedings against the other party arising out of this agreement in any Magistrate's Court, notwithstanding that the subject matter of such proceedings would exceed the jurisdiction of such Court.
- 12.2 If any terms of this Agreement are found to be unenforceable, that term will be deleted and the remaining terms will remain unaffected.
- The parties accept as their respective domicilium citandi et executandi for the purposes of this Agreement the addresses as recorded in the Schedule.

Either party may change its' aforesaid address to any other address in the Republic of South Africa by giving to the other party no less than 14 (fourteen) days written notice of such change.

- 14. Any notice addressed to the Customer at the domicilium citandi et executandi required to be stated as per clause 13 above, and sent by post shall be deemed to be received by him 7 (seven) days after its posting.
- 15. All notices and all payments effected or made in terms of or in pursuance of this Agreement, shall be effected or made, as the case may be, to the domicilium citandi et executandi specified or provided for in terms of clause 13 above.
- All prices quoted in this Agreement, Schedule and any Annexures attached hereto reflects both VAT Exclusive and VAT Inclusive amounts.





between

Konica Minolta South Africa a division of Bidvest Office (Pty) Ltd Reg. No. 1997/010942/07 (VAT Reg. No. 4650268230)

and

(The Customer)

Company Registered Name:	KAREEBERG MUNICIPALITY CARNARVON	
Registration Number:		
VAT Number:	4960194399	



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Konica Minolta South Africa, a division of Bidvest Office (Pty) Ltd) (Reg. No. 1997/010942/07) 35 Modulus Road, Theta Extension 5, Johannesburg PO Box 2134, Southdale, 2135 ALL-IN MAINTENANCE SERVICE AGREEMENT SCHEDULE

CUSTOMER:	KAREEBERG	MUNIC	IPALITY CARNARVON	ORDE	ORDER NO : 42729 DATE 01-04-2019								
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These are the general conditions which will apply if the Customer's order is accepted by Konica Minolta. "Konica Minolta" means Konica Minolta South Africa, a division of Bidvest Office (Pty) Ltd or its cessionaries, delegatees, assignees or successors in title.

- This Agreement shall commence on the date (as certified by Konica Minolta and as noted as "Start Date" on the Schedule) the equipment is installed and shall continue in force for the full period as noted on the Schedule. Thereafter, this Agreement will remain in force for further monthly periods unless terminated by either party giving to the other not less than 30 (thirty) days written notice by registered post.
- (a) (i) The Customer shall pay Konica Minolta the total monthly minimum charge if any, and the additional copy/scan charges if any, calculated at the rate specified in the Schedule, monthly in arrears upon presentation of invoice. Konica Minolta shall be entitled to charge interest on all overdue accounts at the rate of 2% above the prime lending rate charged by its bankers or any cessionary.
 - (a) (ii) For purposes of this Agreement, "copies" are defined as including all A4 copies/scans or prints, whether colour or black and white.
 - (b) If applicable, monthly copies/scans shall be determined by means of the meters attached to the equipment. Reading of such meters will be, in the first instance, the responsibility of the Customer who undertakes to provide Konica Minolta with monthly meter readings upon telephonic or electronic request being made by Konica Minolta. Konica Minolta however, reserves the right to check the readings from time to time. Access to the Customer's premises shall be subject to the Customer's security regulations in force from time to time.
 - (c) The Customer acknowledges that where a recommended maximum monthly copy/scan volume has been entered onto the Schedule, any copy volumes made in excess of this maximum monthly copy volume, will cause excessive wear and tear in breach of Clause 4(b) below and the excess copy charge will apply to such excess copy volumes.
 - (d) In the event of a breakdown or malfunction of the copy meters, monthly volume for billing purposes shall be established by reference to the average copy volume over previous months.
 - (e) Monthly billing is assessed on the basis of monthly committed copy volume/service charge or accrued copy/scan charges, whichever is the greater
- 3. Konica Minolta shall provide a maintenance service for the equipment during the period of this Agreement in accordance with the following provisions:
 - (a) (i) It will, subject to the provisions of this Agreement, make inspections, carry out such adjustments and repairs and replace such parts as Konica Minolta or its authorised Dealer may deem necessary to keep this equipment in good working order throughout the period of this Agreement.
 - (ii) Where a Digital Controller is part of the initial equipment installed, Konica Minolta will provide technical service for this Controller throughout the period of this Agreement. Konica Minolta's software support obligation which is included in the price of the controller, will be limited to the installation, connection and commissioning of the Digital Controller on the Customer's network. Thereafter, all software support services will be supplied to the Customer by Konica Minolta on a quoted time and materials basis at the rates in place from time to time or by an adjustment to the copy/scan service charges to cater for such software support, such adjustment to be confirmed on the Schedule to this Agreement.

Where a Digital Controller is added onto an existing equipment configuration, then Konica Minolta will provide technical service for this Controller for the balance of the Agreement. Other than the installation, connection and commissioning of the Digital Controller, all of which costs are included in the price of the Controller, all software support services will be supplied to the Customer by Konica Minolta on a quoted time and materials basis at the rates in place from time to time or by an adjustment to the copy/scan service charges to cater for such software support, such adjustment to be confirmed on the Schedule to this Agreement.

- (iii) Where the equipment installed is a refurbished or second-hand model, the on-going supply of replacement spare parts is dependent on them being available from Konica Minolta's Supplier.
- (b) (i) The copier consumables supplied under this Agreement, if any, are those necessary to produce black and colour copies, but excludes the supply of throughput material such as paper, film, staples etc. Any staples supplied for any equipment will be supplied and charged for at an agreed contracted price.
 - (ii) Where the equipment is a plain paper facsimile machine or a laser printer, the supply of the image cartridge which includes toner, or toner or starter supplied separately, will be charged at the current price.
 - (iii) Where the equipment installed is a refurbished or second-hand model, the on-going supply of replacement consumables is dependent on them being available from Konica Minolta's Supplier.
- (c) Konica Minolta shall not charge for any routine maintenance, any repair work done, or for any replacement parts, where the need for such work or parts arises only from fair wear and tear. However, if the repair arises out of carelessness or misuse in operation, careless handling, damage caused as a result of floods, fire, riots, acts of God, adjustments or repairs made by any person other than Konica Minolta or its authorised Dealer, or the use of throughput material such as paper, film, staples etc. not approved by Konica Minolta, a charge will be levied at the prevailing rates and charges as determined by Konica Minolta from time to time.
- (d) Konica Minolta will be entitled to charge for any work carried out at the Customer's request where work is to be done outside of Konica Minolta's normal business hours.
- (e) Where the Customer is obliged to pay a charge for any work, travelling or replacement parts, the charge shall be payable at Konica Minolta's then prevailing rates and charges as determined by Konica Minolta from time to time.
- (f) Konica Minolta offers service free of travelling charge within a 50km radius from the allocated Konica Minolta or authorised Dealer servicing centre. If, however, the location of the equipment is outside of this 50km radius, a travelling charge will be levied, this charge to be at Konica Minolta's prevailing rates as determined by Konica Minolta from time to time.
- 4. During the period of this Agreement the Customer shall
 - (a) (i) provide for the equipment such place with such electrical connection or telephone connection, if applicable, as Konica Minolta considers suitable. Once installed, the equipment may not be moved without Konica Minolta's prior consent; which consent shall not unreasonably be withheld;
 - (ii) Konica Minolta will move the equipment to a new site (whether or not in the premises in which it was originally installed) if so requested by the Customer, provided that the Customer shall pay Konica Minolta the cost of so doing, based upon Konica Minolta's charges prevailing at the time, and as determined by Konica Minolta. In the event that the Customer, or anyone else, other than Konica Minolta, so moves the equipment, the Customer shall be liable to pay to Konica Minolta, for any repairs, new or substituted parts or materials required as a result of such a move;
 - (b) use the equipment with care and take reasonable precautions to avoid accidents and to safeguard it from loss or damage and excessive wear and tear;
 - (c) notify Konica Minolta immediately of any loss of, or damage to, the equipment or part thereof or any failure of the equipment to function;
 - (d) not repair the equipment nor have it repaired by anyone else other than Konica Minotta or its authorised Dealer in terms of clause 3;



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- (e) not use any part or component for the equipment including black toner, if applicable, which has not been supplied by Konica Minolta and shall not use throughput material such as paper, film, staples etc. which has not been approved by Konica Minolta;
- (f) allow Konica Minolta or anyone authorised by Konica Minolta to inspect and examine the equipment and the copy counting device, if applicable, at all reasonable times, subject however, to the Customer's security regulations in force from time to time;
- (g) use the equipment only for the purpose for which it has been designed, and in accordance with Konica Minolta's instructions:
- (h) acknowledge that the photoconductor drum, heater rollers, transfer rollers, thermal heads and image units, whichever is applicable to the equipment, is prone to damage and must therefore be treated with special care; failing which Konica Minolta shall, notwithstanding anything to the contrary herein contained, not be obliged to repair or replace them or any of them free of charge.
- nominate a responsible person to act as key operator for the unit (such initial person to be trained by Konica Minolta free of charge).
- 5. Konica Minolta shall be exempted from and shall not be liable under any circumstances whatever for any loss of profit or other special damages or any indirect or consequential damages of any nature, whether in the contemplation of the parties or not which the Customer may suffer as a result of any breach by Konica Minolta of any of its obligations to the Customer.
- (a) Konica Minołta may vary any of the terms of this Agreement by giving the Customer written notice of the variations at least 30 (thirty) days before they are due to take effect.
 - (b) The Customer shall thereupon have the right to terminate this Agreement with effect from the date on which the variations are due to take effect by giving written notice to Konica Minolta within 15 (fifteen) days from the date he received Konica Minolta's notice of the variations, failing which the variations will be binding on the Customer.
 - (c) Notwithstanding the foregoing, Konica Minolta shall be entitled to review and increase the copy/scan/service charges/fees set out in the Schedule hereto on an annual basis; such increases to take effect only from the anniversaries of the date of installation of the equipment and to be notified to the Customer not less than 30 (thirty) days prior to any such anniversary, and provided each such increase does not exceed 10% of the existing copy/scan/service charges/fees, then this shall not be a variation entitling the Customer to terminate this Agreement in terms of paragraph (b) of this clause. Konica Minolta's charges/fees will however, always remain market related.
 - (d) Konica Minolta's review of charges/fees as contemplated in paragraph (c) of this clause is designed to cater for the effects of inflation and other increases in labour and travelling costs, and assumes that Rand: foreign currency exchange rate fluctuations will be of a minor nature. If, however, unfavourable exchange rates are experienced, Konica Minolta reserves the right, at any time, to review the charges/fees applied under this Agreement, to cater for such unfavourable exchange rates. Such a review will be construed as a variation as noted in clause (a) above.
 - (e) Any revision of the copy/scan/service charges/fees made under this clause will result in a revised monthly committed copy volume/service charge value.
- (a) Konica Minolta may cancel this Agreement summarily if the Customer fails to pay any amount due in terms of Clause 2(a) above.
 - (b) Both parties may cancel this Agreement summarily if the other:
 - (i) commits any act of insolvency, is sequestrated whether provisionally or finally, or enters into judicial management or liquidation, whether provisional or final; or passes a resolution to voluntarily begin business rescue proceedings in terms of the Companies Act 71 of 2008 ("business rescue proceedings") or if any business rescue proceedings are otherwise proposed or commenced; or
 - (ii) commits any other breach of any of the terms of this Agreement and fails to remedy such breach within 7 (seven) days after receipt of written notice from the aggrieved party requiring him to do so.

- c) Konica Minolta's rights under (a) and (b) are not exhaustive and in particular in the event of cancellation of this Agreement by Konica Minolta on the basis of any of the grounds set out in (a) or (b) above, then the Customer shall, on demand by Konica Minolta, pay to Konica Minolta all amounts in arrear in terms thereof at the date of cancellation, plus an amount equal to the aggregate of what would have been the total monthly minimum charge (as set out in the Schedule hereto) for the balance of the period of this Agreement.
- (d) No relaxation of or waiver by either party of any of the terms of this Agreement shall prejudice that party's right to enforce this obligation on any subsequent occasion.
- (e) In the event of either party being in breach of any of its obligations in terms of this Agreement then, without prejudice to any other remedies or rights the aggrieved party may have, including the right of cancellation, all of which rights and remedies it shall nevertheless be entitled to exercise, the aggrieved party shall be entitled to suspend the performance of its own obligations, until the breach is remedied by the defaulting party.
- The Customer shall not be entitled to cede any of its rights under this Agreement without Konica Minolta's prior written consent which shall not unreasonably be withheld.
- 9. (a) This document, the Schedule and any Annexures hereto signed by the parties and attached hereto, shall constitute the whole Agreement between Konica Minolta and the Customer, and the Customer acknowledges that Konica Minolta has not agreed to any terms, conditions or warranties or made any representations, other than those stated in the aforementioned documents. The conditions of this Agreement shall apply to each and every Annexure which the parties may enter into. The conclusion of each Schedule shall create a separate independent Agreement.
 - (b) Subject to the provisions of clause 6 no alteration or variation of this Agreement shall be of any force or effect unless it is recorded in writing and signed by both parties.
 - (c) By signing this Agreement the signatory confirms that he has the authority (ex-officio or by board resolution) to sign, endorse and execute all documents for and on behalf of the Customer.
- This Agreement is subject to and conditional upon the information provided by the Customer in terms of the confidential Customer Information being acceptable to Konica Minolta.
- 11. This Agreement shall be governed by and construed in accordance with the Laws of the Republic of South Africa.
- 12.1 Both parties hereby consent to the other instituting any proceedings against the other party arising out of this agreement in any Magistrate's Court, notwithstanding that the subject matter of such proceedings would exceed the jurisdiction of such Court.
- 12.2 If any terms of this Agreement are found to be unenforceable, that term will be deleted and the remaining terms will remain unaffected.
- 13. The parties accept as their respective domicilium citandi et executandi for the purposes of this Agreement the addresses as recorded in the Schedule.
 - Either party may change its' aforesaid address to any other address in the Republic of South Africa by giving to the other party no less than 14 (fourteen) days written notice of such change.
- 14. Any notice addressed to the Customer at the domicilium citandi et executandi required to be stated as per clause 13 above, and sent by post shall be deemed to be received by him 7 (seven) days after its posting.
- 15. All notices and all payments effected or made in terms of or in pursuance of this Agreement, shall be effected or made, as the case may be, to the domicilium citandi et executandi specified or provided for in terms of clause 13 above.
- All prices quoted in this Agreement, Schedule and any Annexures attached hereto reflects both VAT Exclusive and VAT Inclusive amounts.

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between

Konica Minolta South Africa a division of Bidvest Office (Pty) Ltd Reg. No. 1997/010942/07 (VAT Reg. No. 4650268230)

and

(The Customer)

Company Registered Name:	KAREEBERG MUNICIPALITY CARNARVON
Registration Number:	
VAT Number	4960194399



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Konica Minolta South Africa, a division of Bidvest Office (Pty) Ltd) (Reg. No. 1997/010942/07) 35 Modulus Road, Theta Extension 5, Johannesburg PO Box 2134, Southdale, 2135

ALL-IN MAINTENANCE SERVICE AGREEMENT SCHEDULE

USTOMER: KAREEBER	G MUNICIPALITY CARNARVON	ORDER NO : 42729 DATE 01-04-2				
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- 2. (a) (i) The Customer shall pay Konica Minolta the total monthly minimum charge if any, and the additional copy/scan charges if any, calculated at the rate specified in the Schedule, monthly in arrears upon presentation of invoice. Konica Minolta shall be entitled to charge interest on all overdue accounts at the rate of 2% above the prime lending rate charged by its bankers or any cessionary.
 - (a) (ii) For purposes of this Agreement, "copies" are defined as including all A4 copies/scans or prints, whether colour or black and white.
 - (b) If applicable, monthly copies/scans shall be determined by means of the meters attached to the equipment. Reading of such meters will be, in the first instance, the responsibility of the Customer who undertakes to provide Konica Minolta with monthly meter readings upon telephonic or electronic request being made by Konica Minolta. Konica Minolta however, reserves the right to check the readings from time to time. Access to the Customer's premises shall be subject to the Customer's security regulations in force from time to time.
 - (c) The Customer acknowledges that where a recommended maximum monthly copy/scan volume has been entered onto the Schedule, any copy volumes made in excess of this maximum monthly copy volume, will cause excessive wear and tear in breach of Clause 4(b) below and the excess copy charge will apply to such excess copy volumes.
 - (d) In the event of a breakdown or malfunction of the copy meters, monthly volume for billing purposes shall be established by reference to the average copy volume over previous months.
 - (e) Monthly billing is assessed on the basis of monthly committed copy volume/service charge or accrued copy/scan charges, whichever is the greater.
- Konica Minolta shall provide a maintenance service for the equipment during the period of this Agreement in accordance with the following provisions:
 - (a) (i) It will, subject to the provisions of this Agreement, make inspections, carry out such adjustments and repairs and replace such parts as Konica Minolta or its authorised Dealer may deem necessary to keep this equipment in good working order throughout the period of this Agreement.
 - (ii) Where a Digital Controller is part of the initial equipment installed, Konica Minolta will provide technical service for this Controller throughout the period of this Agreement. Konica Minolta's software support obligation which is included in the price of the controller, will be limited to the installation, connection and commissioning of the Digital Controller on the Customer's network. Thereafter, all software support services will be supplied to the Customer by Konica Minolta on a quoted time and materials basis at the rates in place from time to time or by an adjustment to the copy/scan service charges to cater for such software support, such adjustment to be confirmed on the Schedule to this Agreement.

Where a Digital Controller is added onto an existing equipment configuration, then Konica Minolta will provide technical service for this Controller for the balance of the Agreement. Other than the installation, connection and commissioning of the Digital Controller, all of which costs are included in the price of the Controller, all software support services will be supplied to the Customer by Konica Minolta on a quoted time and materials basis at the rates in place from time to time or by an adjustment to the copy/scan service charges to cater for such software support, such adjustment to be confirmed on the Schedule to this Agreement.

- (iii) Where the equipment installed is a refurbished or second-hand model, the on-going supply of replacement spare parts is dependant on them being available from Konica Minolta's Supplier.
- (b) (i) The copier consumables supplied under this Agreement, if any, are those necessary to produce black and colour copies, but excludes the supply of throughput material such as paper, film, staples etc. Any staples supplied for any equipment will be supplied and charged for at an agreed contracted price.
 - (ii) Where the equipment is a plain paper facsimile machine or a laser printer, the supply of the image cartridge which includes toner, or toner or starter supplied separately, will be charged at the current price.
 - (iii) Where the equipment installed is a refurbished or second-hand model, the on-going supply of replacement consumables is dependent on them being available from Konica Minolta's Supplier
- (c) Konica Minolta shall not charge for any routine maintenance, any repair work done, or for any replacement parts, where the need for such work or parts arises only from fair wear and tear. However, if the repair arises out of carelessness or misuse in operation, careless handling, damage caused as a result of floods, fire, riots, acts of God, adjustments or repairs made by any person other than Konica Minolta or its authorised Dealer, or the use of throughput material such as paper, film, staples etc. not approved by Konica Minolta, a charge will be levied at the prevailing rates and charges as determined by Konica Minolta from time to time.
- (d) Konica Minolta will be entitled to charge for any work carried out at the Customer's request where work is to be done outside of Konica Minolta's normal business hours.
- (e) Where the Customer is obliged to pay a charge for any work, travelling or replacement parts, the charge shall be payable at Konica Minolta's then prevailing rates and charges as determined by Konica Minolta from time to time.
- (f) Konica Minolta offers service free of travelling charge within a 50km radius from the allocated Konica Minolta or authorised Dealer servicing centre. If, however, the location of the equipment is outside of this 50km radius, a travelling charge will be levied, this charge to be at Konica Minolta's prevailing rates as determined by Konica Minolta from time to time.
- 4. During the period of this Agreement the Customer shall:
 - (a) (i) provide for the equipment such place with such electrical connection or telephone connection, if applicable, as Konica Minolta considers suitable. Once installed, the equipment may not be moved without Konica Minolta's prior consent; which consent shall not unreasonably be withheld;
 - (ii) Konica Minolta will move the equipment to a new site (whether or not in the premises in which it was originally installed) if so requested by the Customer, provided that the Customer shall pay Konica Minolta the cost of so doing, based upon Konica Minolta's charges prevailing at the time, and as determined by Konica Minolta. In the event that the Customer, or anyone else, other than Konica Minolta, so moves the equipment, the Customer shall be liable to pay to Konica Minolta, for any repairs, new or substituted parts or materials required as a result of such a move;
 - (b) use the equipment with care and take reasonable precautions to avoid accidents and to safeguard it from loss or damage and excessive wear and tear;
 - (c) notify Konica Minolta immediately of any loss of, or damage to, the equipment or part thereof or any failure of the equipment to function;
 - (d) not repair the equipment nor have it repaired by anyone else other than Konica Minolta or its authorised Dealer in terms of clause 3;

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- (e) not use any part or component for the equipment including black toner, if applicable, which has not been supplied by Konica Minolta and shall not use throughput material such as paper, film, staples etc. which has not been approved by Konica Minolta:
- (f) allow Konica Minolta or anyone authorised by Konica Minolta to inspect and examine the equipment and the copy counting device, if applicable, at all reasonable times, subject however, to the Customer's security regulations in force from time to time;
- (g) use the equipment only for the purpose for which it has been designed, and in accordance with Konica Minolta's instructions:
- (h) acknowledge that the photoconductor drum, heater rollers, transfer rollers, thermal heads and image units, whichever is applicable to the equipment, is prone to damage and must therefore be treated with special care; failing which Konica Minolta shall, notwithstanding anything to the contrary herein contained, not be obliged to repair or replace them or any of them free of charge:
- (i) nominate a responsible person to act as key operator for the unit (such initial person to be trained by Konica Minolta free of charge).
- 5. Konica Minolta shall be exempted from and shall not be liable under any circumstances whatever for any loss of profit or other special damages or any indirect or consequential damages of any nature, whether in the contemplation of the parties or not which the Customer may suffer as a result of any breach by Konica Minolta of any of its obligations to the Customer.
- (a) Konica Minolta may vary any of the terms of this Agreement by giving the Customer written notice of the variations at least 30 (thirty) days before they are due to take effect.
 - (b) The Customer shall thereupon have the right to terminate this Agreement with effect from the date on which the variations are due to take effect by giving written notice to Konica Minolta within 15 (fifteen) days from the date he received Konica Minolta's notice of the variations, failing which the variations will be binding on the Customer.
 - (c) Notwithstanding the foregoing, Konica Minolta shall be entitled to review and increase the copy/scan/service charges/fees set out in the Schedule hereto on an annual basis; such increases to take effect only from the anniversaries of the date of installation of the equipment and to be notified to the Customer not less than 30 (thirty) days prior to any such anniversary, and provided each such increase does not exceed 10% of the existing copy/scan/service charges/fees, then this shall not be a variation entitling the Customer to terminate this Agreement in terms of paragraph (b) of this clause. Konica Minolta's charges/fees will however, always remain market related.
 - (d) Konica Minolta's review of charges/fees as contemplated in paragraph (c) of this clause is designed to cater for the effects of inflation and other increases in labour and travelling costs, and assumes that Rand: foreign currency exchange rate fluctuations will be of a minor nature. If, however, unfavourable exchange rates are experienced, Konica Minolta reserves the right, at any time, to review the charges/fees applied under this Agreement, to cater for such unfavourable exchange rates. Such a review will be construed as a variation as noted in clause (a) above.
 - (e) Any revision of the copy/scan/service charges/fees made under this clause will result in a revised monthly committed copy volume/service charge value.
- (a) Konica Minolta may cancel this Agreement summarily if the Customer fails to pay any amount due in terms of Clause 2(a) above.
 - (b) Both parties may cancel this Agreement summarily if the other
 - (i) commits any act of insolvency, is sequestrated whether provisionally or finally, or enters into judicial management or liquidation, whether provisional or final; or passes a resolution to voluntarily begin business rescue proceedings in terms of the Companies Act 71 of 2008 ("business rescue proceedings") or if any business rescue proceedings are otherwise proposed or commenced; or
 - (ii) commits any other breach of any of the terms of this Agreement and fails to remedy such breach within 7 (seven) days after receipt of written notice from the aggrieved party requiring him to do so.

- c) Konica Minolta's rights under (a) and (b) are not exhaustive and in particular in the event of cancellation of this Agreement by Konica Minolta on the basis of any of the grounds set out in (a) or (b) above, then the Customer shall, on demand by Konica Minolta, pay to Konica Minolta all amounts in arrear in terms thereof at the date of cancellation, plus an amount equal to the aggregate of what would have been the total monthly minimum charge (as set out in the Schedule hereto) for the balance of the period of this Agreement.
- (d) No relaxation of or waiver by either party of any of the terms of this Agreement shall prejudice that party's right to enforce this obligation on any subsequent occasion.
- (e) In the event of either party being in breach of any of its obligations in terms of this Agreement then, without prejudice to any other remedies or rights the aggrieved party may have, including the right of cancellation, all of which rights and remedies it shall nevertheless be entitled to exercise, the aggrieved party shall be entitled to suspend the performance of its own obligations, until the breach is remedied by the defaulting party.
- The Customer shall not be entitled to cede any of its rights under this
 Agreement without Konica Minolta's prior written consent which shall not
 unreasonably be withheld.
- 9. (a) This document, the Schedule and any Annexures hereto signed by the parties and attached hereto, shall constitute the whole Agreement between Konica Minolta and the Customer, and the Customer acknowledges that Konica Minolta has not agreed to any terms, conditions or warranties or made any representations, other than those stated in the aforementioned documents. The conditions of this Agreement shall apply to each and every Annexure which the parties may enter into. The conclusion of each Schedule shall create a separate independent Agreement.
 - (b) Subject to the provisions of clause 6 no alteration or variation of this Agreement shall be of any force or effect unless it is recorded in writing and signed by both parties.
 - (c) By signing this Agreement the signatory confirms that he has the authority (ex-officio or by board resolution) to sign, endorse and execute all documents for and on behalf of the Customer.
- This Agreement is subject to and conditional upon the information provided by the Customer in terms of the confidential Customer Information being acceptable to Konica Minolta.
- 11. This Agreement shall be governed by and construed in accordance with the Laws of the Republic of South Africa.
- 12.1 Both parties hereby consent to the other instituting any proceedings against the other party arising out of this agreement in any Magistrate's Court, notwithstanding that the subject matter of such proceedings would exceed the jurisdiction of such Court.
- 12.2 If any terms of this Agreement are found to be unenforceable, that term will be deleted and the remaining terms will remain unaffected.
- 13. The parties accept as their respective domicilium citandi et executandi for the purposes of this Agreement the addresses as recorded in the Schedule.

Either party may change its' aforesaid address to any other address in the Republic of South Africa by giving to the other party no less than 14 (fourteen) days written notice of such change.

- 14. Any notice addressed to the Customer at the domicilium citandi et executandi required to be stated as per clause 13 above, and sent by post shall be deemed to be received by him 7 (seven) days after its posting.
- 15. All notices and all payments effected or made in terms of or in pursuance of this Agreement, shall be effected or made, as the case may be, to the domicilium citandi et executandi specified or provided for in terms of clause 13 above.
- All prices quoted in this Agreement, Schedule and any Annexures attached hereto reflects both VAT Exclusive and VAT Inclusive amounts.

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KONICA MINOLTA

between

Konica Minolta South Africa a division of Bidvest Office (Pty) Ltd Reg. No. 1997/010942/07 (VAT Reg. No. 4650268230)

and

(The Customer)

Company Registered Name:	KAREEBERG MUNICIPALITY CARNARVON	_
Registration Number:		
VAT Number:	4960194399	



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Konica Minolta South Africa, a division of Bidvest Office (Pty) Ltd) (Reg. No. 1997/010942/07) 35 Modulus Road, Theta Extension 5, Johannesburg PO Box 2134, Southdale, 2135

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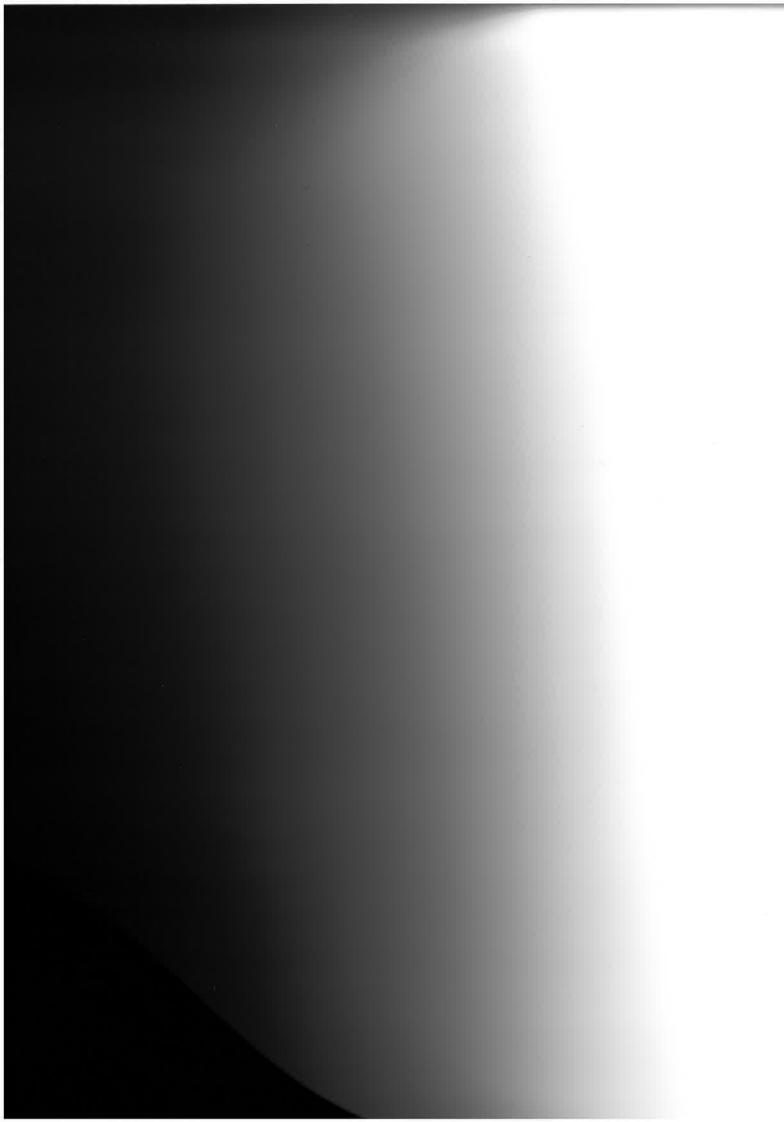
These are the general conditions which will apply if the Customer's order is accepted by Konica Minolta. "Konica Minolta" means Konica Minolta South Africa, a division of Bidvest Office (Pty) Ltd or its cessionaries, delegatees, assignees or successors in title.

- This Agreement shall commence on the date (as certified by Konica Minolta and as noted as "Start Date" on the Schedule) the equipment is installed and shall continue in force for the full period as noted on the Schedule. Thereafter, this Agreement will remain in force for further monthly periods unless terminated by either party giving to the other not less than 30 (thirty) days written notice by registered post.
- (a) (i) The Customer shall pay Konica Minolta the total monthly minimum charge if any, and the additional copy/scan charges if any, calculated at the rate specified in the Schedule, monthly in arrears upon presentation of invoice. Konica Minolta shall be entitled to charge interest on all overdue accounts at the rate of 2% above the prime lending rate charged by its bankers or any cessionary.
 - (a) (ii) For purposes of this Agreement, "copies" are defined as including all A4 copies/scans or prints, whether colour or black and white.
 - (b) If applicable, monthly copies/scans shall be determined by means of the meters attached to the equipment. Reading of such meters will be, in the first instance, the responsibility of the Customer who undertakes to provide Konica Minolta with monthly meter readings upon telephonic or electronic request being made by Konica Minolta. Konica Minolta however, reserves the right to check the readings from time to time. Access to the Customer's premises shall be subject to the Customer's security regulations in force from time to time.
 - (c) The Customer acknowledges that where a recommended maximum monthly copy/scan volume has been entered onto the Schedule, any copy volumes made in excess of this maximum monthly copy volume, will cause excessive wear and tear in breach of Clause 4(b) below and the excess copy charge will apply to such excess copy volumes.
 - (d) In the event of a breakdown or malfunction of the copy meters, monthly volume for billing purposes shall be established by reference to the average copy volume over previous months.
 - (e) Monthly billing is assessed on the basis of monthly committed copy volume/service charge or accrued copy/scan charges, whichever is the greater
- Konica Minolta shall provide a maintenance service for the equipment during the period of this Agreement in accordance with the following provisions:
 - (a) (i) It will, subject to the provisions of this Agreement, make inspections, carry out such adjustments and repairs and replace such parts as Konica Minolta or its authorised Dealer may deem necessary to keep this equipment in good working order throughout the period of this Agreement.
 - (ii) Where a Digital Controller is part of the initial equipment installed, Konica Minotta will provide technical service for this Controller throughout the period of this Agreement. Konica Minotta's software support obligation which is included in the price of the controller, will be limited to the installation, connection and commissioning of the Digital Controller on the Customer's network. Thereafter, all software support services will be supplied to the Customer by Konica Minotta on a quoted time and materials basis at the rates in place from time to time or by an adjustment to the copy/scan service charges to cater for such software support, such adjustment to be confirmed on the Schedule to this Agreement.

Where a Digital Controller is added onto an existing equipment configuration, then Konica Minolta will provide technical service for this Controller for the balance of the Agreement. Other than the installation, connection and commissioning of the Digital Controller, all of which costs are included in the price of the Controller, all software support services will be supplied to the Customer by Konica Minolta on a quoted time and materials basis at the rates in place from time to time or by an adjustment to the copy/scan service charges to cater for such software support, such adjustment to be confirmed on the Schedule to this Agreement.

- (iii) Where the equipment installed is a refurbished or second-hand model, the on-going supply of replacement spare parts is dependent on them being available from Konica Minotta's Supplier
- (b) (i) The copier consumables supplied under this Agreement, if any, are those necessary to produce black and colour copies, but excludes the supply of throughput material such as paper, film, staples etc. Any staples supplied for any equipment will be supplied and charged for at an agreed contracted price.
 - (ii) Where the equipment is a plain paper facsimile machine or a laser printer, the supply of the image cartridge which includes toner, or toner or starter supplied separately, will be charged at the current price.
 - (iii) Where the equipment installed is a refurbished or second-hand model, the on-going supply of replacement consumables is dependent on them being available from Konica Minolta's Supplier.
- (c) Konica Minolta shall not charge for any routine maintenance, any repair work done, or for any replacement parts, where the need for such work or parts arises only from fair wear and tear. However, if the repair arises out of carelessness or misuse in operation, careless handling, damage caused as a result of floods, fire, riots, acts of God, adjustments or repairs made by any person other than Konica Minolta or its authorised Dealer, or the use of throughput material such as paper, film, staples etc. not approved by Konica Minolta, a charge will be levied at the prevailing rates and charges as determined by Konica Minolta from time to time.
- (d) Konica Minolta will be entitled to charge for any work carried out at the Customer's request where work is to be done outside of Konica Minolta's normal business hours.
- (e) Where the Customer is obliged to pay a charge for any work, travelling or replacement parts, the charge shall be payable at Konica Minolta's then prevailing rates and charges as determined by Konica Minolta from time to time.
- (f) Konica Minolta offers service free of travelling charge within a 50km radius from the allocated Konica Minolta or authorised Dealer servicing centre. If, however, the location of the equipment is outside of this 50km radius, a travelling charge will be levied, this charge to be at Konica Minolta's prevailing rates as determined by Konica Minolta from time to time.
- 4. During the period of this Agreement the Customer shall:
 - (a) (i) provide for the equipment such place with such electrical connection or telephone connection, if applicable, as Konica Minolta considers suitable. Once installed, the equipment may not be moved without Konica Minolta's prior consent; which consent shall not unreasonably be withheld;
 - (ii) Konica Minolta will move the equipment to a new site (whether or not in the premises in which it was originally installed) if so requested by the Customer, provided that the Customer shall pay Konica Minolta the cost of so doing, based upon Konica Minolta's charges prevailing at the time, and as determined by Konica Minolta. In the event that the Customer, or anyone else, other than Konica Minolta, so moves the equipment, the Customer shall be liable to pay to Konica Minolta, for any repairs, new or substituted parts or materials required as a result of such a move;
 - (b) use the equipment with care and take reasonable precautions to avoid accidents and to safeguard it from loss or damage and excessive wear and tear;
 - (c) notify Konica Minolta immediately of any loss of, or damage to, the equipment or part thereof or any failure of the equipment to function;
 - (d) not repair the equipment nor have it repaired by anyone else other than Konica Minolta or its authorised Dealer in terms of clause 3;

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- (e) not use any part or component for the equipment including black toner, if applicable, which has not been supplied by Konica Minolta and shall not use throughput material such as paper, film, staples etc. which has not been approved by Konica Minolta;
- (f) allow Konica Minolta or anyone authorised by Konica Minolta to inspect and examine the equipment and the copy counting device, if applicable, at all reasonable times, subject however, to the Customer's security regulations in force from time to time:
- (g) use the equipment only for the purpose for which it has been designed, and in accordance with Konica Minolta's instructions;
- (h) acknowledge that the photoconductor drum, heater rollers, transfer rollers, thermal heads and image units, whichever is applicable to the equipment, is prone to damage and must therefore be treated with special care; failing which Konica Minolta shall, notwithstanding anything to the contrary herein contained, not be obliged to repair or replace them or any of them free of charge;
- (i) nominate a responsible person to act as key operator for the unit (such initial person to be trained by Konica Minolta free of charge).
- 5. Konica Minolta shall be exempted from and shall not be liable under any circumstances whatever for any loss of profit or other special damages or any indirect or consequential damages of any nature, whether in the contemplation of the parties or not which the Customer may suffer as a result of any breach by Konica Minolta of any of its obligations to the Customer.
- (a) Konica Minolta may vary any of the terms of this Agreement by giving the Customer written notice of the variations at least 30 (thirty) days before they are due to take effect.
 - (b) The Customer shall thereupon have the right to terminate this Agreement with effect from the date on which the variations are due to take effect by giving written notice to Konica Minolta within 15 (fifteen) days from the date he received Konica Minolta's notice of the variations, failing which the variations will be binding on the Customer.
 - (c) Notwithstanding the foregoing, Konica Minolta shall be entitled to review and increase the copy/scan/service charges/fees set out in the Schedule hereto on an annual basis; such increases to take effect only from the anniversaries of the date of installation of the equipment and to be notified to the Customer not less than 30 (thirty) days prior to any such anniversary, and provided each such increase does not exceed 10% of the existing copy/scan/service charges/fees, then this shall not be a variation entitling the Customer to terminate this Agreement in terms of paragraph (b) of this clause. Konica Minolta's charges/fees will however, always remain market related.
 - (d) Konica Minolta's review of charges/fees as contemplated in paragraph (c) of this clause is designed to cater for the effects of inflation and other increases in labour and travelling costs, and assumes that Rand: foreign currency exchange rate fluctuations will be of a minor nature. If, however, unfavourable exchange rates are experienced, Konica Minolta reserves the right, at any time, to review the charges/fees applied under this Agreement, to cater for such unfavourable exchange rates. Such a review will be construed as a variation as noted in clause (a) above.
 - (e) Any revision of the copy/scan/service charges/fees made under this clause will result in a revised monthly committed copy volume/service
- (a) Konica Minotta may cancel this Agreement summarily if the Customer fails to pay any amount due in terms of Clause 2(a) above.
 - (b) Both parties may cancel this Agreement summarily if the other:
 - (i) commits any act of insolvency, is sequestrated whether provisionally or finally, or enters into judicial management or liquidation, whether provisional or final; or passes a resolution to voluntarily begin business rescue proceedings in terms of the Companies Act 71 of 2008 ("business rescue proceedings") or if any business rescue proceedings are otherwise proposed or commenced; or
 - (ii) commits any other breach of any of the terms of this Agreement and fails to remedy such breach within 7 (seven) days after receipt of written notice from the aggrieved party requiring him to do so.

- c) Konica Minolta's rights under (a) and (b) are not exhaustive and in particular in the event of cancellation of this Agreement by Konica Minolta on the basis of any of the grounds set out in (a) or (b) above, then the Customer shall, on demand by Konica Minolta, pay to Konica Minolta all amounts in arrear in terms thereof at the date of cancellation, plus an amount equal to the aggregate of what would have been the total monthly minimum charge (as set out in the Schedule hereto) for the balance of the period of this Agreement.
- (d) No relaxation of or waiver by either party of any of the terms of this Agreement shall prejudice that party's right to enforce this obligation on any subsequent occasion.
- (e) In the event of either party being in breach of any of its obligations in terms of this Agreement then, without prejudice to any other remedies or rights the aggrieved party may have, including the right of cancellation, all of which rights and remedies it shall nevertheless be entitled to exercise, the aggrieved party shall be entitled to suspend the performance of its own obligations, until the breach is remedied by the defaulting party.
- The Customer shall not be entitled to cede any of its rights under this Agreement without Konica Minolta's prior written consent which shall not unreasonably be withheld.
- 9. (a) This document, the Schedule and any Annexures hereto signed by the parties and attached hereto, shall constitute the whole Agreement between Konica Minolta and the Customer, and the Customer acknowledges that Konica Minolta has not agreed to any terms, conditions or warranties or made any representations, other than those stated in the aforementioned documents. The conditions of this Agreement shall apply to each and every Annexure which the parties may enter into. The conclusion of each Schedule shall create a separate independent Agreement.
 - (b) Subject to the provisions of clause 6 no alteration or variation of this Agreement shall be of any force or effect unless it is recorded in writing and signed by both parties.
 - (c) By signing this Agreement the signatory confirms that he has the authority (ex-officio or by board resolution) to sign, endorse and execute all documents for and on behalf of the Customer.
- This Agreement is subject to and conditional upon the information provided by the Customer in terms of the confidential Customer Information being acceptable to Konica Minolta.
- This Agreement shall be governed by and construed in accordance with the Laws of the Republic of South Africa.
- 12.1 Both parties hereby consent to the other instituting any proceedings against the other party arising out of this agreement in any Magistrate's Court, notwithstanding that the subject matter of such proceedings would exceed the jurisdiction of such Court.
- 12.2 If any terms of this Agreement are found to be unenforceable, that term will be deleted and the remaining terms will remain unaffected.
- 13. The parties accept as their respective domicilium citandi et executandi for the purposes of this Agreement the addresses as recorded in the Schedule.

Either party may change its' aforesaid address to any other address in the Republic of South Africa by giving to the other party no less than 14 (fourteen) days written notice of such change.

- 14. Any notice addressed to the Customer at the domicilium citandi et executandi required to be stated as per clause 13 above, and sent by post shall be deemed to be received by him 7 (seven) days after its posting.
- 15. All notices and all payments effected or made in terms of or in pursuance of this Agreement, shall be effected or made, as the case may be, to the domicilium citandi et executandi specified or provided for in terms of clause
- All prices quoted in this Agreement, Schedule and any Annexures attached hereto reflects both VAT Exclusive and VAT Inclusive amounts.

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