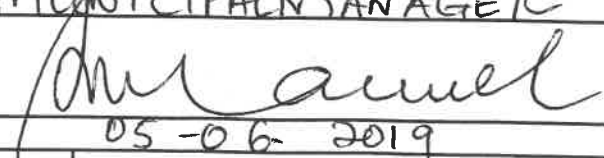



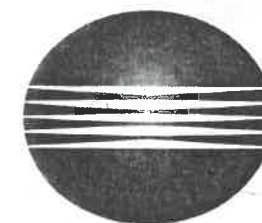
2065/11/19

ADDENDUM 1 KAREEBERG MUNICIPALITY

Con TYPE	Contract Number	Sold-To Ship-To	Ship-To Address	Model	Serial No.	Start Date	Equipment Number	Copy Charge Indicator	Measuring Point	Copy Charge Excl VAT	Copy Charge Including 15%	Sls/Off Distt
						End date		B - Black C - Colour	B - Black C - Colour			
						Acceptance Date						
ZSA	40204882	4256643	KAREEBERG MUNICIPALITY 13190147 CNR OF VAN STADEN- & CHURCH ST. VOSBURG	B367	A789027004139	01.05.2019 30.04.2023 30.04.2023	10713666	B	B 656515	6.69	7.69	1068
ZSA	40204884	4256643	KAREEBERG MUNICIPALITY 13190148 PUBLIC LIBRARY CNR OF MAGRIET PRINSLOO & HANAU ST. CARNARVON	B367	A789027004213	01.05.2019 30.04.2023 30.04.2023	10713445	B	B 656509	6.69	7.69	1068
ZSA	40204886	4256643	KAREEBERG LIBRARY 13190149 LANG STREET CARNARVON	B367	A789027004442	01.05.2019 30.04.2023 30.04.2023	10713502	B	B 656499	6.69	7.69	1068
ZSA	40204887	4256643	KAREEBERG MUNICIPALITY 13190160 10 HANAU STREET CARNARVON	B367	A789027004489	01.05.2019 30.04.2023 30.04.2023	10713525	B	B 656496	6.69	7.69	1068
ZSA	40204888	4256643	KAREEBERG MUNICIPALITY 13190128 MAYOR'S OFFICE CARNARVON 10 HANAU STREET CARNARVON	B367	A789027004304	01.05.2019 30.04.2023 30.04.2023	10713699	B	B 656518	6.69	7.69	1068
ZSA	40204890	4256643	KAREEBERG MUNICIPALITY 13190129 REGISTRATION ROOM 10 HANAU STREET CARNARVON	B558E	AA6T021001713	01.05.2019 30.04.2023 30.04.2023	10712931	B	B 657018	5.21	5.99	1068
ZSA	40204892	4256643	KAREEBERG MUNICIPALITY 13190145 ADMIN 10 HANAU STREET CARNARVON	C368	A7PU027014271	01.05.2019 30.04.2023 30.04.2023	10711385	B C	B 657011 C 657012	6.65 36.33	7.65 41.78	1068
ZSA	40204893	4256643	KAREEBERG MUNICIPALITY 13190146 M.M. OFFICE 10 HANAU STREET CARNARVON	C368	A7PU027013968	01.05.2019 30.04.2023	10711380	B C	B 656994 C 656995	6.65 36.33	7.65 41.78	1068
ZSA	40204867	4256643	KAREEBERG MUNICIPALITY 13190211 MAIN STREET VAN WYKSVLEI	B367	A789027004497	01.05.2019 30.04.2023 30.04.2023	10713644	B	B 657029	6.69	7.69	1125

ACCEPTED BY CUSTOMER				ACCEPTED BY KONICA MINOLTA				
NAME	M.F. MANUEL			CAPACITY	BRANCH MANAGER		CAPACITY	NATIONAL ADMIN MANAGER
CAPACITY	MUNICIPAL MANAGER							
SIGNATURE				SIGNATURE			SIGNATURE	
DATE	05-06-2019			DATE			DATE	
WITNESS								

CG 9/10/19
5/11/19



KONICA MINOLTA

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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MASTER ALL-IN MAINTENANCE SERVICE AGREEMENT SCHEDULE

CUSTOMER: KAREEBERG MUNICIPALITY ORDER NO: _____ DATE: _____
 Invoicing address: P.O. BOX 10 Installation address: * SEE ADDENDUM 1 KAREEBERG
CARANARVON MUNICIPALITY
8925
 Tel. No: 053 382 3012 Tel. No: 053 382 3012
 Distance from servicing centre -350- km

MODEL	SERIAL NO	COPY VOLUMES	MONTHLY COPY CHARGES	
			RATES PER A4 COPY EXCL. VAT	INCL. VAT
SEE ADDENDUM 1		BW _____ TO _____	CENTS _____	CENTS _____
KAREEBERG MUNICIPALITY		Excess Copies: _____ PLUS _____	CENTS _____	CENTS _____
		COL _____ TO _____	CENTS _____	CENTS _____
		Excess Copies: _____ PLUS _____	CENTS _____	CENTS _____
		SCAN _____ TO _____	CENTS _____	CENTS _____
		Excess Copies: _____ PLUS _____	CENTS _____	CENTS _____

Recommended maximum monthly copy volume
 BW _____ COL _____ SCAN _____

MONTHLY MINIMUM CHARGE

Monthly Committed Copy Volume/Service Charge: R _____
 R _____
 TOTAL: (excluding VAT) R _____
 TOTAL: (including VAT) R _____

Period of Agreement 48 MONTHS

Copies included _____ B/W _____ Colour _____

*Address for domicilium citandi et executandi purposes if different from installation address above:

PLEASE ENTER "YES" OR "NO" AS APPLICABLE

CONSUMABLES CHARGEABLE	NO
OTHER ADDENDA TO THIS AGREEMENT	YES
SOFTWARE SUPPORT FOR CONTROLLER INCLUDED IN COPY CHARGE	NO

ACCEPTED BY CUSTOMER: ACCEPTED BY KONICA MINOLTA:

Name (Print): MF MANUEL Capacity: MUNICIPAL MANAGER Capacity: _____
 Signature: [Signature] Signature: _____
 Date: 06-06-2019 Date: _____
 Witness: _____

FOR OFFICE USE ONLY

CONTRACT NO: _____
 CUST. NO: 4256643 / 15028245
 MEAS POINT BW _____ /COL _____
 ADDN TO EDP: _____
 EQUIPMENT NO: _____
 REP CODE/CODES: 4303A / _____

INTERNET ACCESS Y/N Y M/R E-MAIL ADDRESS _____
 METER READING VIA: DEVICE EMAIL / VCARE MR DATE: _____

SERVICING BR/DLR: GRAAFF-REINET
 DEALER NO: 1068 GROUP A/C NO: _____
 INSTALLATION DATE: 03.04.2019
 OPEN M/R: BW 10 COL 10 SCAN _____
 CONTACT PERSON: FARIED MANUAL
 TELEPHONE: 053 382 3012 EXT.: _____
 CONTRACT START DATE: _____

GENERAL CONDITIONS OF MASTER ALL-IN-MAINTENANCE AGREEMENT FOR
COPIERS, FACSIMILE MACHINES AND LASER PRINTERS.

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, delegates, assignees or successors in title.

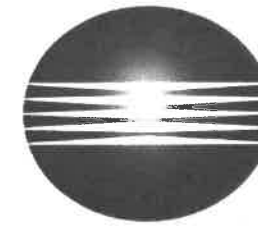
1. This Agreement shall commence on the date (as certified by Konica Minolta and as noted as "Start Date" on the Schedule) the equipment is installed and shall continue in force for the full period as noted on the Schedule. Thereafter, this Agreement will remain in force for further monthly periods unless terminated by either party giving to the other not less than 30 (thirty) days written notice by registered post.
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.
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.
 - (iv) Konica Minolta 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 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;

GENERAL CONDITIONS OF MASTER ALL-IN-MAINTENANCE AGREEMENT FOR
COPIERS, FACSIMILE MACHINES AND LASER PRINTERS.

- (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.
6. (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.
7. (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.
8. 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.
10. 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.
16. All prices quoted in this Agreement, Schedule and any Annexures attached hereto reflects both VAT Exclusive and VAT Inclusive amounts.



KONICA MINOLTA

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 CARNARVON

Registration Number: _____

VAT Number: 4960194399



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ALL-IN MAINTENANCE SERVICE AGREEMENT SCHEDULE

CUSTOMER: KAREEBERG MUNICIPALITY CARNARVON ORDER NO : 42729 DATE 01-04-2019
 Invoicing address: P.O. BOX 10 Installation address:* PUBLIC LIBRURY
CARNARVON C/O MAGRIET PRINSLOO & HANAU STREET
8925 CARNARVON
Tel. No: 053 382 3012 8925 Tel. No: 053 382 3012
 Distance from servicing centre 350 km

MODEL	SERIAL NO	COPY VOLUMES	MONTHLY COPY CHARGES	
			RATES PER A4 COPY EXCL. VAT	INCL. VAT
B367	A789027004213	BW <u>1</u> TO <u>9999999</u>	<u>7.69</u> CENTS	<u>8.84</u> CENTS
		Excess Copies: <u>PLUS</u>	<u> </u> CENTS	<u> </u> CENTS
		COL <u> </u> TO <u> </u>	<u> </u> CENTS	<u> </u> CENTS
		Excess Copies: <u>PLUS</u>	<u> </u> CENTS	<u> </u> CENTS
		SCAN <u> </u> TO <u> </u>	<u> </u> CENTS	<u> </u> CENTS
		Excess Copies: <u>PLUS</u>	<u> </u> CENTS	<u> </u> CENTS

MONTHLY MINIMUM CHARGE
 Monthly Committed Copy Volume/Service Charge: R 0.00
 TOTAL: (excluding VAT) R 0.00
 TOTAL: (including VAT) R 0.00
 *Address for domicilium citandi et executandi purposes if different from installation address above:

Recommended maximum monthly copy volume
 BW --30000-- COL SCAN
 Period of Agreement 36 MONTHS
 Copies included --0-- B/W Colour

PLEASE ENTER "YES" OR "NO" AS APPLICABLE

CONSUMABLES CHARGEABLE	NO
OTHER ADDENDA TO THIS AGREEMENT	NO
SOFTWARE SUPPORT FOR CONTROLLER INCLUDED IN COPY CHARGE	NO

ACCEPTED BY CUSTOMER: Name (Print): M F MANUEL Capacity: MUNICIPAL MANAGER Signature: [Signature] Date: 16-04-2019 Witness: [Signature]

ACCEPTED BY KONICA MINOLTA: Capacity: BRANCH MANAGER NATIONAL ADMIN MANAGER Signature: Date:

FOR OFFICE USE ONLY
 CONTRACT NO: SERVICING BR/DLR: GRAAFF-REINET
 CUST. NO: 4256643 / 13190148 / 15028245 DEALER NO: 1068 GROUP A/C NO:
 MEAS POINT BW /COL INSTALLATION DATE:
 ADDN TO EDP: OPEN M/R: BW 10 COL SCAN
 EQUIPMENT NO: CONTACT PERSON: BERNADETTE ADOLF
 REP CODE/CODES: 4303A / TELEPHONE: 053 382 3012 EXT.:
 INTERNET ACCESS Y/N Y M/R E-MAIL ADDRESS CONTRACT START DATE:

GENERAL CONDITIONS OF ALL-IN-MAINTENANCE AGREEMENT FOR COPIERS, FACSIMILE MACHINES AND LASER PRINTERS.

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, delegates, 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.
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.
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.

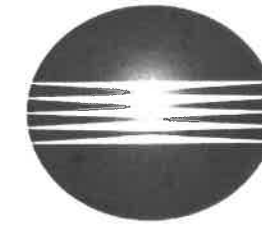
Where a Digital Controller is added onto an existing equipment configuration, then Konica Minolta will provide technical service for this Controller for the balance of the Agreement. Other than the installation, connection and commissioning of the Digital Controller, all of which costs are included in 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.

- (ii) 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;



**GENERAL CONDITIONS OF ALL-IN-MAINTENANCE AGREEMENT FOR
COPIERS, FACSIMILE MACHINES AND LASER PRINTERS.**

- (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.
6. (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.
7. (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.
8. 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.
10. 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.
16. All prices quoted in this Agreement, Schedule and any Annexures attached hereto reflects both VAT Exclusive and VAT Inclusive amounts.



KONICA MINOLTA

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 CARNARVON

Registration Number: _____

VAT Number: 4960194399



ALL-IN MAINTENANCE SERVICE AGREEMENT SCHEDULE

CUSTOMER: KAREEBERG MUNICIPALITY CARNARVON
 Invoicing address: P.O. BOX 10
CARNARVON
8925
 Tel. No: 053 382 3012

ORDER NO : 42729 DATE 01-04-2019
 Installation address:* KAREEBERG LIBRARY
LANG STREET
CARNARVON
8925 Tel. No: 053 382 3012
 Distance from servicing centre 350 km

MODEL	SERIAL NO	COPY VOLUMES	MONTHLY COPY CHARGES	
			RATES PER A4 COPY EXCL. VAT	INCL. VAT
B367	A789027004442	BW <u>1</u> TO <u>9999999</u>	<u>7.69</u> CENTS	<u>8.84</u> CENTS
		Excess Copies: _____ PLUS _____	_____ CENTS	_____ CENTS
		COL _____ TO _____	_____ CENTS	_____ CENTS
		Excess Copies: _____ PLUS _____	_____ CENTS	_____ CENTS
		SCAN _____ TO _____	_____ CENTS	_____ CENTS
		Excess Copies: _____ PLUS _____	_____ CENTS	_____ CENTS
Recommended maximum monthly copy volume				
		BW <u>--30000--</u> COL _____ SCAN _____		

MONTHLY MINIMUM CHARGE

Monthly Committed Copy Volume/Service Charge: R _____ 0.00
 TOTAL: (excluding VAT) R _____ 0.00
 TOTAL: (including VAT) R _____ 0.00

*Address for domicilium citandi et executandi purposes if different from installation address above:

Period of Agreement 36 MONTHS
 Copies included --0-- B/W _____ Colour _____

PLEASE ENTER "YES" OR "NO" AS APPLICABLE

CONSUMABLES CHARGEABLE	NO
OTHER ADDENDA TO THIS AGREEMENT	NO
SOFTWARE SUPPORT FOR CONTROLLER INCLUDED IN COPY CHARGE	NO

ACCEPTED BY CUSTOMER:

Name (Print): M F MANUEL
 Capacity: MUNICIPAL MANAGER
 Signature: [Signature]
 Date: 16-04-2019
 Witness: [Signature]

ACCEPTED BY KONICA MINOLTA:

Capacity: _____ BRANCH MANAGER NATIONAL ADMIN MANAGER
 Signature: _____
 Date: _____

FOR OFFICE USE ONLY

CONTRACT NO: _____
 CUST. NO: 4256643 / 13190149 / 15028245
 MEAS POINT BW _____ /COL _____
 ADDN TO EDP: _____
 EQUIPMENT NO: _____
 REP CODE/CODES: 4303A / _____
 INTERNET ACCESS Y/N Y M/R E-MAIL ADDRESS _____

SERVICING BR/DLR: GRAAFF-REINET
 DEALER NO: 1068 GROUP A/C NO: _____
 INSTALLATION DATE: _____
 OPEN M/R: BW 10 COL _____ SCAN _____
 CONTACT PERSON: BERNADETTE ADOLF
 TELEPHONE: 053 382 3012 EXT.: _____
 CONTRACT START DATE: _____

GENERAL CONDITIONS OF ALL-IN-MAINTENANCE AGREEMENT FOR COPIERS, FACSIMILE MACHINES AND LASER PRINTERS.

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, delegates, 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.
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.
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.

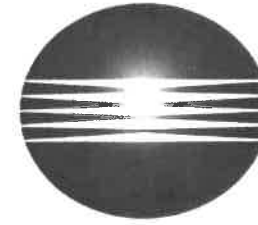
Where a Digital Controller is added onto an existing equipment configuration, then Konica Minolta will provide technical service for this Controller for the balance of the Agreement. Other than the installation, connection and commissioning of the Digital Controller, all of which costs are included in 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 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;



**GENERAL CONDITIONS OF ALL-IN-MAINTENANCE AGREEMENT FOR
COPIERS, FACSIMILE MACHINES AND LASER PRINTERS.**

- (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.
6. (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.
7. (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.
8. 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.
10. 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.
16. All prices quoted in this Agreement, Schedule and any Annexures attached hereto reflects both VAT Exclusive and VAT Inclusive amounts.



KONICA MINOLTA

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 CARNARVON

Registration Number: _____

VAT Number: 4960194399



ALL-IN MAINTENANCE SERVICE AGREEMENT SCHEDULE

CUSTOMER: KAREEBERG MUNICIPALITY CARNARVON ORDER NO : 42729 DATE 01-04-2019
 Invoicing address: P.O. BOX 10 Installation address:* 10 HANAU STREET
CARNARVON CARNARVON
8925 8925
Tel. No: 053 382 3012 Tel. No: 053 382 3012
 Distance from servicing centre 350 km

MODEL	SERIAL NO	COPY VOLUMES	MONTHLY COPY CHARGES	
			RATES PER A4 COPY EXCL. VAT	INCL. VAT
B367	A789027004489	BW <u>1</u> TO <u>9999999</u>	<u>7.69</u> CENTS	<u>8.84</u> CENTS
		Excess Copies: <u>PLUS</u>	CENTS	CENTS
		COL <u>TO</u>	CENTS	CENTS
		Excess Copies: <u>PLUS</u>	CENTS	CENTS
		SCAN <u>TO</u>	CENTS	CENTS
		Excess Copies: <u>PLUS</u>	CENTS	CENTS

MONTHLY MINIMUM CHARGE
 Monthly Committed Copy Volume/Service Charge: R 0.00
 TOTAL: (excluding VAT) R 0.00
 TOTAL: (including VAT) R 0.00
 *Address for domicilium citandi et executandi purposes if different from installation address above:

Recommended maximum monthly copy volume
 BW --30000-- COL SCAN
 Period of Agreement 36 MONTHS
 Copies included --0-- B/W Colour

PLEASE ENTER "YES" OR "NO" AS APPLICABLE

CONSUMABLES CHARGEABLE	NO
OTHER ADDENDA TO THIS AGREEMENT	NO
SOFTWARE SUPPORT FOR CONTROLLER INCLUDED IN COPY CHARGE	NO

ACCEPTED BY CUSTOMER: M F MANUEL ACCEPTED BY KONICA MINOLTA:
 Name (Print): Municipal Manager Capacity: BRANCH MANAGER NATIONAL ADMIN MANAGER
 Signature: [Signature] Signature: _____
 Date: 16-04-2019 Date: _____
 Witness: [Signature]

FOR OFFICE USE ONLY
 CONTRACT NO: _____
 CUST. NO: 4256643 / 13190160 / 15028245
 MEAS POINT BW _____ /COL _____
 ADDN TO EDP: _____
 EQUIPMENT NO: _____
 REP CODE/CODES: 4303A / _____
 INTERNET ACCESS Y/N Y M/R E-MAIL ADDRESS _____

SERVICING BR/DLR: GRAAFF-REINET
 DEALER NO: 1068 GROUP A/C NO: _____
 INSTALLATION DATE: _____
 OPEN M/R: BW 10 COL _____ SCAN _____
 CONTACT PERSON: BERNADETTE ADOLF
 TELEPHONE: 053 382 3012 EXT.: _____
 CONTRACT START DATE: _____

GENERAL CONDITIONS OF ALL-IN-MAINTENANCE AGREEMENT FOR COPIERS, FACSIMILE MACHINES AND LASER PRINTERS.

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, delegates, 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.

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.

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 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;

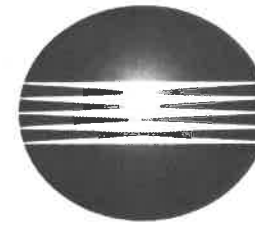
(b) use the equipment with care and take reasonable precautions to avoid accidents and to safeguard it from loss or damage and excessive wear and tear;

(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;

**GENERAL CONDITIONS OF ALL-IN-MAINTENANCE AGREEMENT FOR
COPIERS, FACSIMILE MACHINES AND LASER PRINTERS.**

- (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.
6. (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.
7. (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.
8. 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.
10. 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.
16. All prices quoted in this Agreement, Schedule and any Annexures attached hereto reflects both VAT Exclusive and VAT Inclusive amounts.



KONICA MINOLTA

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 CARNARVON

Registration Number:

VAT Number:

4960194399



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ALL-IN MAINTENANCE SERVICE AGREEMENT SCHEDULE

CUSTOMER: KAREEBERG MUNICIPALITY CARNARVON
 Invoicing address: P.O. BOX 10
CARNARVON
8925
 Tel. No: 053 382 3012

ORDER NO : 42729 DATE 01-04-2019
 Installation address: * MAYOR'S OFFICE
C/O MAGRIETA PRINSLOO AND HANAU STREET
CARNARVON
8925 Tel. No: 053 382 3012
 Distance from servicing centre 350 km

MODEL	SERIAL NO	COPY VOLUMES	MONTHLY COPY CHARGES	
			RATES PER A4 COPY EXCL. VAT	INCL. VAT
B367	A789027004304	BW <u>1</u> TO <u>9999999</u> Excess Copies: <u>PLUS</u>	<u>7.69</u> CENTS	<u>8.84</u> CENTS
		COL <u> </u> TO <u> </u> Excess Copies: <u>PLUS</u>	<u> </u> CENTS	<u> </u> CENTS
		SCAN <u> </u> TO <u> </u> Excess Copies: <u>PLUS</u>	<u> </u> CENTS	<u> </u> CENTS

MONTHLY MINIMUM CHARGE

Monthly Committed Copy Volume/Service Charge: R 0.00
 TOTAL: (excluding VAT) R 0.00
 TOTAL: (including VAT) R 0.00

*Address for domicilium citandi et executandi purposes if different from installation address above:

Recommended maximum monthly copy volume
 BW --30000-- COL SCAN
 Period of Agreement 36 MONTHS
 Copies included --0-- B/W Colour

PLEASE ENTER "YES" OR "NO" AS APPLICABLE

CONSUMABLES CHARGEABLE	NO
OTHER ADDENDA TO THIS AGREEMENT	NO
SOFTWARE SUPPORT FOR CONTROLLER INCLUDED IN COPY CHARGE	NO

ACCEPTED BY CUSTOMER: Name (Print): M.F. MANUEL Capacity: MUNICIPAL MANAGER
 Signature: [Signature] Date: 16-04-2019
 Witness: [Signature]

ACCEPTED BY KONICA MINOLTA: Capacity: BRANCH MANAGER NATIONAL ADMIN MANAGER
 Signature: Date:

FOR OFFICE USE ONLY
 CONTRACT NO:
 CUST. NO: 4256643 / 13190128 / 15028245
 MEAS POINT BW /COL
 ADDN TO EDP:
 EQUIPMENT NO:
 REP CODE/CODES: 4303A /
 INTERNET ACCESS Y/N Y M/R E-MAIL ADDRESS

SERVICING BR/DLR: GRAAFF-REINET
 DEALER NO: 1068 GROUP A/C NO:
 INSTALLATION DATE:
 OPEN M/R: BW 10 COL SCAN
 CONTACT PERSON: BERNADETTE ADOLF
 TELEPHONE: 053 382 3012 EXT.:
 CONTRACT START DATE:

GENERAL CONDITIONS OF ALL-IN-MAINTENANCE AGREEMENT FOR COPIERS, FACSIMILE MACHINES AND LASER PRINTERS.

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, delegates, 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.
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.
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.

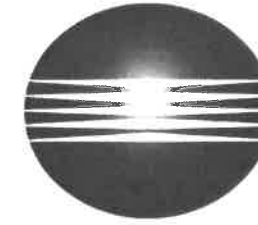
Where a Digital Controller is added onto an existing equipment configuration, then Konica Minolta will provide technical service for this Controller for the balance of the Agreement. Other than the installation, connection and commissioning of the Digital Controller, all of which costs are included in 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 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;



**GENERAL CONDITIONS OF ALL-IN-MAINTENANCE AGREEMENT FOR
COPIERS, FACSIMILE MACHINES AND LASER PRINTERS.**

- (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.
6. (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.
7. (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.
8. 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.
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11. This Agreement shall be governed by and construed in accordance with the Laws of the Republic of South Africa.
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- 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.
16. All prices quoted in this Agreement, Schedule and any Annexures attached hereto reflects both VAT Exclusive and VAT Inclusive amounts.



KONICA MINOLTA

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 CARNARVON

Registration Number: _____

VAT Number: 4960194399



ALL-IN MAINTENANCE SERVICE AGREEMENT SCHEDULE

CUSTOMER: KAREEBERG MUNICIPALITY CARNARVON
 Invoicing address: P.O. BOX 10
CARNARVON
8925
 Tel. No: 053 382 3012

ORDER NO : 42729 DATE 01-04-2019
 Installation address: * MAIN STREET
VAN WYKSVLEI
8922
 Tel. No: 053 383 3053
 Distance from servicing centre 260 km

MODEL	SERIAL NO	COPY VOLUMES	MONTHLY COPY CHARGES	
			RATES PER A4 COPY EXCL. VAT	INCL. VAT
B367	A789027004497	BW <u>1</u> TO <u>9999999</u>	<u>7.69</u> CENTS	<u>8.84</u> CENTS
		Excess Copies: <u> </u> PLUS <u> </u>	<u> </u> CENTS	<u> </u> CENTS
		COL <u> </u> TO <u> </u>	<u> </u> CENTS	<u> </u> CENTS
		Excess Copies: <u> </u> PLUS <u> </u>	<u> </u> CENTS	<u> </u> CENTS
		SCAN <u> </u> TO <u> </u>	<u> </u> CENTS	<u> </u> CENTS
		Excess Copies: <u> </u> PLUS <u> </u>	<u> </u> CENTS	<u> </u> CENTS
Recommended maximum monthly copy volume			BW <u>--30000--</u>	COL <u> </u> SCAN <u> </u>

MONTHLY MINIMUM CHARGE

Monthly Committed Copy Volume/Service Charge: R 0.00
 TOTAL: (excluding VAT) R 0.00
 TOTAL: (including VAT) R 0.00

Period of Agreement 36 MONTHS
 Copies included --0-- BW Colour

*Address for domicilium citandi et executandi purposes if different from installation address above:

PLEASE ENTER "YES" OR "NO" AS APPLICABLE

CONSUMABLES CHARGEABLE	NO
OTHER ADDENDA TO THIS AGREEMENT	NO
SOFTWARE SUPPORT FOR CONTROLLER INCLUDED IN COPY CHARGE	NO

ACCEPTED BY CUSTOMER:

Name (Print): M. F. MANUEL
 Capacity: Municipal Manager
 Signature: [Signature]
 Date: 16-04-2019
 Witness: [Signature]

ACCEPTED BY KONICA MINOLTA:

Capacity: BRANCH MANAGER NATIONAL ADMIN MANAGER
 Signature:
 Date:

FOR OFFICE USE ONLY

CONTRACT NO:
 CUST. NO: 4256643 / 13190211 / 15028245
 MEAS POINT BW /COL
 ADDN TO EDP:
 EQUIPMENT NO:
 REP CODE/CODES: 4303A /
 INTERNET ACCESS Y/N Y M/R E-MAIL ADDRESS

SERVICING BR/DLR: GRAAFF-REINET
 DEALER NO: 1068 GROUP A/C NO:
 INSTALLATION DATE:
 OPEN M/R: BW 10 COL SCAN
 CONTACT PERSON: BERNADETTE ADOLF
 TELEPHONE: 053 382 3012 EXT.:
 CONTRACT START DATE:

GENERAL CONDITIONS OF ALL-IN-MAINTENANCE AGREEMENT FOR COPIERS, FACSIMILE MACHINES AND LASER PRINTERS.

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, delegates, 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.
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.
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.

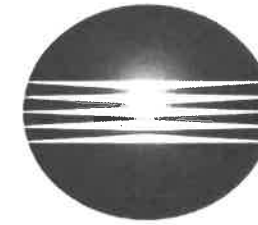
Where a Digital Controller is added onto an existing equipment configuration, then Konica Minolta will provide technical service for this Controller for the balance of the Agreement. Other than the installation, connection and commissioning of the Digital Controller, all of which costs are included in 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 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;



**GENERAL CONDITIONS OF ALL-IN-MAINTENANCE AGREEMENT FOR
COPIERS, FACSIMILE MACHINES AND LASER PRINTERS.**

- (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.
6. (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.
7. (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.
8. 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.
10. 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.
16. All prices quoted in this Agreement, Schedule and any Annexures attached hereto reflects both VAT Exclusive and VAT Inclusive amounts.



KONICA MINOLTA

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 CARNARVON

Registration Number: _____

VAT Number: 4960194399



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ALL-IN MAINTENANCE SERVICE AGREEMENT SCHEDULE

CUSTOMER: KAREEBERG MUNICIPALITY CARNARVON
 Invoicing address: P.O. BOX 10
CARNARVON
8925
 Tel. No: 053 382 3012

ORDER NO : 42729 DATE 01-04-2019
 Installation address: * C/O VAN STADEN & CHURCH STREET
VOSBURG
8780
 Tel. No: 053 675 0021
 Distance from servicing centre 380 km

MODEL	SERIAL NO	COPY VOLUMES	MONTHLY COPY CHARGES	
			RATES PER A4 COPY EXCL. VAT	INCL. VAT
B367	A789027004139	BW <u>1</u> TO <u>9999999</u>	<u>7.69</u> CENTS	<u>8.84</u> CENTS
		Excess Copies: <u>PLUS</u>	<u> </u> CENTS	<u> </u> CENTS
		COL <u> </u> TO <u> </u>	<u> </u> CENTS	<u> </u> CENTS
		Excess Copies: <u>PLUS</u>	<u> </u> CENTS	<u> </u> CENTS
		SCAN <u> </u> TO <u> </u>	<u> </u> CENTS	<u> </u> CENTS
		Excess Copies: <u>PLUS</u>	<u> </u> CENTS	<u> </u> CENTS

MONTHLY MINIMUM CHARGE
 Monthly Committed Copy Volume/Service Charge: R 0.00
 TOTAL: (excluding VAT) R 0.00
 TOTAL: (including VAT) R 0.00
 *Address for domicilium citandi et executandi purposes if different from installation address above:

Recommended maximum monthly copy volume
 BW --30000-- COL SCAN
 Period of Agreement 36 MONTHS
 Copies included --0-- BW Colour

PLEASE ENTER "YES" OR "NO" AS APPLICABLE

CONSUMABLES CHARGEABLE	NO
OTHER ADDENDA TO THIS AGREEMENT	NO
SOFTWARE SUPPORT FOR CONTROLLER INCLUDED IN COPY CHARGE	NO

ACCEPTED BY CUSTOMER:
 Name (Print): MF MANUEL
 Capacity: MUNICIPAL MANAGER
 Signature: [Signature]
 Date: 16-04-2019
 Witness: [Signature]

ACCEPTED BY KONICA MINOLTA:
 Capacity: BRANCH MANAGER NATIONAL ADMIN MANAGER
 Signature:
 Date:

FOR OFFICE USE ONLY
 CONTRACT NO:
 CUST. NO: 4256643 / 13190147 / 15028245
 MEAS POINT BW /COL
 ADDN TO EDP:
 EQUIPMENT NO:
 REP CODE/CODES: 4303A /
 INTERNET ACCESS Y/N Y M/R E-MAIL ADDRESS

SERVICING BR/DLR: GRAAFF-REINET
 DEALER NO: 1068 GROUP A/C NO:
 INSTALLATION DATE:
 OPEN M/R: BW 10 COL SCAN
 CONTACT PERSON: BERNADETTE ADOLF
 TELEPHONE: 053 382 3012 EXT.:
 CONTRACT START DATE:

GENERAL CONDITIONS OF ALL-IN-MAINTENANCE AGREEMENT FOR COPIERS, FACSIMILE MACHINES AND LASER PRINTERS.

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, delegates, 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.
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.
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.

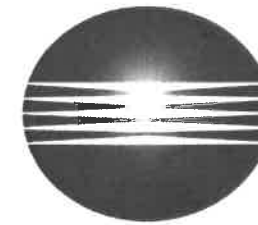
Where a Digital Controller is added onto an existing equipment configuration, then Konica Minolta will provide technical service for this Controller for the balance of the Agreement. Other than the installation, connection and commissioning of the Digital Controller, all of which costs are included in 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 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;



**GENERAL CONDITIONS OF ALL-IN-MAINTENANCE AGREEMENT FOR
COPIERS, FACSIMILE MACHINES AND LASER PRINTERS.**

- (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.
6. (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.
7. (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 sequestered 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.
8. 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.
10. 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.
16. All prices quoted in this Agreement, Schedule and any Annexures attached hereto reflects both VAT Exclusive and VAT Inclusive amounts.



KONICA MINOLTA

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 CARNARVON

Registration Number: _____

VAT Number: _____

4960194399

ALL-IN MAINTENANCE SERVICE AGREEMENT SCHEDULE

CUSTOMER: KAREEBERG MUNICIPALITY CARNARVON ORDER NO : 42729 DATE 01-04-2019
 Invoicing address: P.O. BOX 10 Installation address:* 10 HANAU STREET
CARNARVON CARNARVON
8925 8925
Tel. No: 053 382 3012 Tel. No: 053 382 3012
 Distance from servicing centre 350 km

MODEL	SERIAL NO	COPY VOLUMES	MONTHLY COPY CHARGES	
			RATES PER A4 COPY EXCL. VAT	INCL. VAT
C368	A7PU027014271	BW <u>1</u> TO <u>9999999</u>	<u>7.65</u> CENTS	<u>8.79</u> CENTS
		Excess Copies: <u>PLUS</u>	<u> </u> CENTS	<u> </u> CENTS
		COL <u>1</u> TO <u>9999999</u>	<u>41.78</u> CENTS	<u>48.04</u> CENTS
		Excess Copies: <u>PLUS</u>	<u> </u> CENTS	<u> </u> CENTS
		SCAN <u> </u> TO <u> </u>	<u> </u> CENTS	<u> </u> CENTS
		Excess Copies: <u>PLUS</u>	<u> </u> CENTS	<u> </u> CENTS

Recommended maximum monthly copy volume
 BW --20000-- COL --20000-- SCAN

Period of Agreement 36 MONTHS

MONTHLY MINIMUM CHARGE
 Monthly Committed Copy Volume/Service Charge: R 0.00
 TOTAL: (excluding VAT) R 0.00
 TOTAL: (including VAT) R 0.00

Copies included --0-- B/W Colour

PLEASE ENTER "YES" OR "NO" AS APPLICABLE

CONSUMABLES CHARGEABLE	NO
OTHER ADDENDA TO THIS AGREEMENT	NO
SOFTWARE SUPPORT FOR CONTROLLER INCLUDED IN COPY CHARGE	NO

ACCEPTED BY CUSTOMER: M F MANUEL ACCEPTED BY KONICA MINOLTA:
 Name (Print): M F MANUEL Capacity: MUNICIPAL MANAGER Capacity: BRANCH MANAGER NATIONAL ADMIN MANAGER
 Signature: [Signature] Signature:
 Date: 16-04-2019 Date:
 Witness: [Signature]

FOR OFFICE USE ONLY
 CONTRACT NO: SERVICING BR/DLR: GRAAFF-REINET
 CUST. NO: 4256643 / 13190145 / 15028245 DEALER NO: 1068 GROUP A/C NO:
 MEAS POINT BW /COL INSTALLATION DATE:
 ADDN TO EDP: OPEN M/R: BW 10 COL 10 SCAN
 EQUIPMENT NO: CONTACT PERSON: BERNADETTE ADOLF
 REP CODE/CODES: 4303A / TELEPHONE: 053 382 3012 EXT.:
 INTERNET ACCESS Y/N Y M/R E-MAIL ADDRESS CONTRACT START DATE:

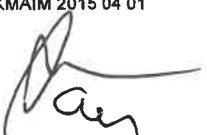
GENERAL CONDITIONS OF ALL-IN-MAINTENANCE AGREEMENT FOR COPIERS, FACSIMILE MACHINES AND LASER PRINTERS.

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, delegates, 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.
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.
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.

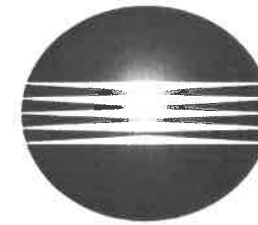
Where a Digital Controller is added onto an existing equipment configuration, then Konica Minolta will provide technical service for this Controller for the balance of the Agreement. Other than the installation, connection and commissioning of the Digital Controller, all of which costs are included in 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 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;



**GENERAL CONDITIONS OF ALL-IN-MAINTENANCE AGREEMENT FOR
COPIERS, FACSIMILE MACHINES AND LASER PRINTERS.**

- (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.
6. (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.
7. (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.
8. 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.
10. 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.
16. All prices quoted in this Agreement, Schedule and any Annexures attached hereto reflects both VAT Exclusive and VAT Inclusive amounts.



KONICA MINOLTA

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 CARNARVON

Registration Number: _____

VAT Number: 4960194399



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1 of 4
KMAIM 2015 04 01

ALL-IN MAINTENANCE SERVICE AGREEMENT SCHEDULE

CUSTOMER: KAREEBERG MUNICIPALITY CARNARVON
 Invoicing address: P.O. BOX 10
CARNARVON
8925
 Tel. No: 053 382 3012

ORDER NO : 42729 DATE 01-04-2019
 Installation address:* 10 HANAU STREET
CARNARVON
8925
 Tel. No: 053 382 3012
 Distance from servicing centre 350 km

MODEL	SERIAL NO	COPY VOLUMES	MONTHLY COPY CHARGES	
			RATES PER A4 COPY EXCL. VAT	INCL. VAT
C368	A7PU027013968	BW <u>1</u> TO <u>9999999</u> Excess Copies: _____ PLUS _____	<u>7.65</u> CENTS	<u>8.79</u> CENTS
		COL <u>1</u> TO <u>9999999</u> Excess Copies: _____ PLUS _____	<u>41.78</u> CENTS	<u>48.04</u> CENTS
		SCAN _____ TO _____ Excess Copies: _____ PLUS _____	_____ CENTS	_____ CENTS

MONTHLY MINIMUM CHARGE
 Monthly Committed Copy Volume/Service Charge: R _____ 0.00
 TOTAL: (excluding VAT) R _____ 0.00
 TOTAL: (including VAT) R _____ 0.00
 *Address for domicilium citandi et executandi purposes if different from installation address above:

Recommended maximum monthly copy volume
 BW --20000-- COL --20000-- SCAN _____
 Period of Agreement 36 MONTHS
 Copies included --0-- B/W _____ Colour _____

PLEASE ENTER "YES" OR "NO" AS APPLICABLE

CONSUMABLES CHARGEABLE	NO
OTHER ADDENDA TO THIS AGREEMENT	NO
SOFTWARE SUPPORT FOR CONTROLLER INCLUDED IN COPY CHARGE	NO

ACCEPTED BY CUSTOMER:
 Name (Print): M F MANUEL
 Capacity: MUNICIPAL MANAGER
 Signature: [Signature]
 Date: 16/04/2019
 Witness: [Signature]

ACCEPTED BY KONICA MINOLTA:
 Capacity: _____
 Signature: _____
 Date: _____

FOR OFFICE USE ONLY
 CONTRACT NO: _____
 CUST. NO: 4256643 / 13190146 / 15028245
 MEAS POINT BW _____ /COL _____
 ADDN TO EDP: _____
 EQUIPMENT NO: _____
 REP CODE/CODES: 4303A / _____
 INTERNET ACCESS Y/N Y M/R E-MAIL ADDRESS _____

SERVICING BR/DLR: GRAAFF-REINET
 DEALER NO: 1068 GROUP A/C NO: _____
 INSTALLATION DATE: _____
 OPEN M/R: BW 10 COL 10 SCAN _____
 CONTACT PERSON: BERNADETTE ADOLF
 TELEPHONE: 053 382 3012 EXT.: _____
 CONTRACT START DATE: _____

GENERAL CONDITIONS OF ALL-IN-MAINTENANCE AGREEMENT FOR COPIERS, FACSIMILE MACHINES AND LASER PRINTERS.

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, delegates, assignees or successors in title.

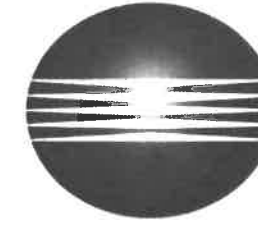
1. This Agreement shall commence on the date (as certified by Konica Minolta and as noted as "Start Date" on the Schedule) the equipment is installed and shall continue in force for the full period as noted on the Schedule. Thereafter, this Agreement will remain in force for further monthly periods unless terminated by either party giving to the other not less than 30 (thirty) days written notice by registered post.
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.
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 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;

**GENERAL CONDITIONS OF ALL-IN-MAINTENANCE AGREEMENT FOR
COPIERS, FACSIMILE MACHINES AND LASER PRINTERS.**

- (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.
6. (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.
7. (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.
8. 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.
10. 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.
16. All prices quoted in this Agreement, Schedule and any Annexures attached hereto reflects both VAT Exclusive and VAT Inclusive amounts.



KONICA MINOLTA

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 CARNARVON

Registration Number:

VAT Number:

4960194399



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1 of 4
KMAIM 2015 04 01

ALL-IN MAINTENANCE SERVICE AGREEMENT SCHEDULE

CUSTOMER: KAREEBERG MUNICIPALITY CARNARVON ORDER NO : 42729 DATE 01-04-2019
 Invoicing address: P.O. BOX 10 Installation address:* 10 HANAU STREET
CARNARVON CARNARVON
8925 8925
Tel. No: 053 382 3012 Tel. No: 053 382 3012
 Distance from servicing centre 350 km

MODEL	SERIAL NO	COPY VOLUMES	MONTHLY COPY CHARGES	
			RATES PER A4 COPY EXCL. VAT	INCL. VAT
B558e	AA6T021001713	BW <u>1</u> TO <u>9999999</u>	<u>5.99</u> CENTS	<u>6.88</u> CENTS
		Excess Copies: <u>PLUS</u>	<u> </u> CENTS	<u> </u> CENTS
		COL <u> </u> TO <u> </u>	<u> </u> CENTS	<u> </u> CENTS
		Excess Copies: <u>PLUS</u>	<u> </u> CENTS	<u> </u> CENTS
		SCAN <u> </u> TO <u> </u>	<u> </u> CENTS	<u> </u> CENTS
		Excess Copies: <u>PLUS</u>	<u> </u> CENTS	<u> </u> CENTS

Recommended maximum monthly copy volume
 BW --60000-- COL SCAN

MONTHLY MINIMUM CHARGE

Monthly Committed Copy Volume/Service Charge: R 0.00

TOTAL: (excluding VAT) R 0.00

TOTAL: (including VAT) R 0.00

*Address for domicilium citandi et executandi purposes if different from installation address above:

Period of Agreement 36 MONTHS

Copies included --0-- B/W Colour

PLEASE ENTER "YES" OR "NO" AS APPLICABLE

CONSUMABLES CHARGEABLE	NO
OTHER ADDENDA TO THIS AGREEMENT	NO
SOFTWARE SUPPORT FOR CONTROLLER INCLUDED IN COPY CHARGE	NO

ACCEPTED BY CUSTOMER: **ACCEPTED BY KONICA MINOLTA:**

Name (Print): M. F. MANUEL Capacity: MUNICIPAL MANAGER Signature: [Signature] Date: 16-04-2019 Witness: [Signature]

Capacity: BRANCH MANAGER NATIONAL ADMIN MANAGER Signature: Date:

FOR OFFICE USE ONLY

CONTRACT NO: DEALER NO: 1068 GROUP A/C NO:

CUST. NO: 4256643 / 13190129 / 15028245 INSTALLATION DATE:

MEAS POINT BW /COL OPEN M/R: BW 10 COL SCAN

ADDN TO EDP: CONTACT PERSON: BERNADETTE ADOLF

EQUIPMENT NO: TELEPHONE: 053 382 3012 EXT.:

REP CODE/CODES: 4303A / CONTRACT START DATE:

INTERNET ACCESS Y/N Y M/R E-MAIL ADDRESS

GENERAL CONDITIONS OF ALL-IN-MAINTENANCE AGREEMENT FOR COPIERS, FACSIMILE MACHINES AND LASER PRINTERS.

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, delegates, 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.
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.
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 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;

**GENERAL CONDITIONS OF ALL-IN-MAINTENANCE AGREEMENT FOR
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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.
6. (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.
7. (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.
8. 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.
10. 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.
16. All prices quoted in this Agreement, Schedule and any Annexures attached hereto, reflects both VAT Exclusive and VAT Inclusive amounts.