

11 ADDENDUM TO MASTER RENTAL AGREEMENT - GF

INITIAL
KAF

ADDENDUM TO MASTER AGREEMENT NO:
ENTERED INTO BY AND BETWEEN
Gestetner Finance (A Division of Corporate Finance Solutions (Pty) Ltd)
Registration No: 2002/026228/07

AND
STEWEN BOSCH MUNICIPALITY
(The Customer)

Registration No: _____

The Effective Date Shall Be: _____

GESTETNER EQUIPMENT		MODEL	PRODUCT	SERIAL NO.	PERIOD	RENTAL (Ex. VAT)	ESCAL- ATION %	INSTALLATION ADDRESS	INVOICE ADDRESS
		1502	DIGITAL COPIER COIN BOX PLATEN COVER	1166 364 03 216	60 MONTHS	R 388.00	15%		
		1502	DIGITAL COPIER COIN BOX PLATEN COVER	1166 365 03 064	60 MONTHS	R 388.00	15%		

Signed on behalf of Gestetner Finance

Signature: _____
Name (Capitals): _____
Witness: _____
Date: _____

COMPANY STAMP

Signed on behalf of the customer
Signature: _____
Name (Capitals): KEITH AWAN FOLK
Witness: _____
Date: _____

MAINTENANCE AGREEMENT

Customer Care

Improving standards of

Gestetner

**TOTAL DOCUMENT
SOLUTIONS**





GESTETNER SALES

NRG GESTETNER SOUTH AFRICA (PTY) LTD.



MAINTENANCE AGREEMENT
(Reg. No. 1960/000915/07)

between NRG Gasetner South Africa (Pty) Ltd and "Customer"

"GESTETNER"

"CUSTOMER" Name: Stellenbosch Municipality

Address:

Postal Address: P.O. Box 13 Stellenbosch

Customer Account No.: COS571

Telephone Number: 021-8038152

Sales Rep.: Linda Meyers

MACHINES ADDED

DEL ADD SEQ	MODEL	SERIAL NO.	METER READING CONTACT & TEL NO.	OPENING READING	MIN VOLUME AMOUNT	PRICE PER COPY
001	1502	H6636403216	Mev. F Ruiters 021-8038152	0		6c BAND 1
INSTALLATION ADDRESS: Childrens Section - 1st level Plein Street Stellenbosch						
COMMENTS:						

DEL ADD SEQ	MODEL	SERIAL NO.	METER READING CONTACT & TEL NO.	OPENING READING	MIN VOLUME AMOUNT	PRICE PER COPY
002	1502	H6636503064	Mev L. Nguda 021-8896399	0		6c BAND 1
INSTALLATION ADDRESS: Masithandane Street Koyamandi Library Koyamandi Stellenbosch						
COMMENTS:						

DEL ADD SEQ	MODEL	SERIAL NO.	METER READING CONTACT & TEL NO.	OPENING READING	MIN VOLUME AMOUNT	PRICE PER COPY
	2822		Mev. C. Mentax 021-8851015			BAND 1
INSTALLATION ADDRESS: Priel						
COMMENTS: maintenance to run for a period of one year.						

DEL ADD SEQ	MODEL	SERIAL NO.	METER READING CONTACT & TEL NO.	OPENING READING	MIN VOLUME AMOUNT	PRICE PER COPY
						BAND 1
INSTALLATION ADDRESS:						
COMMENTS:						

MACHINES ADDED

DEL ADD SEQ	MODEL	SERIAL NO.	METER READING CONTACT & TEL NO.	OPENING READING	MIN VOLUME AMOUNT	PRICE PER COPY
INSTALLATION ADDRESS						
						BAND 1
						BAND 2
						BAND 3
COMMENTS:						

SCHEDULE OF TONER YIELDS

TONER TYPE:	YIELD (COPIES)	PAGE COVERAGE
1502	9000	6%

Copy Charges include toner at the usage rates as per point 7 (Schedule of toner yields). The customer agrees that all toner in excess of toner yields as per schedule of toner yields will be chargeable.

MACHINES REMOVED

DELIVERY ADDRESS SEQUENCE	MODEL	SERIAL NUMBER	CLOSING READING	REMARKS

MACHINES BEING REMOVED WILL BE EXPIRED FROM ANY EXISTING MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT COVERS THE FOLLOWING ITEMS (✓)

TONER LABOUR TRAVELLING DRUM/MASTER UNIT
 INK PARTS OTHER SPECIFY _____

DURATION OF CONTRACT (LIMITED TO 60 MONTHS) MTS

Signed on behalf of Gestetner Signature: _____ Name: (Capitals) _____ Witness 1: _____ Date: _____	Signed on behalf of Customer Signature: _____ Name: (Capitals) <u>GIANFRANCO DANIEL HINERBROCK</u> <small>(being duly authorised hereto)</small> Witness 1: <u>A. Mayers</u> Date: <u>26/08/2003</u>
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GESTETNER SALES TERMS AND CONDITIONS

All words appearing in these terms and conditions with capital initial letters refer to the description overleaf. The word "you" and the derivatives are used to mean the Customer and the word "we" and its derivatives are used to mean Gestetner.

We agree to:

AM
CSA

1. (a) Maintain the equipment in an efficient operating condition during the currency of this agreement. We shall not be liable for any loss of business or profit, including consequential loss arising from the malfunction or failure of the equipment to function, or for failure to provide service or supplies due to causes beyond our control. Any service or repairs required by you due to misuse or negligence or outside any normal working hours may at our option, be charged to you in accordance with our current service charges and conditions;
- (b) supply developer and toner at our preferred prices applicable at the date of delivery of such consumables.

2. You agree to:

- (a) pay amounts due to us within thirty (30) days of date of invoice, failing which we may summarily and without notice suspend the supply of service and consumables until all outstanding amounts due to us are paid;
- (b) use only paper, consumables and software approved by us in equipment;
- (c) pay us at the rate specified in this agreement, such rate being, inclusive of service. This rate may be varied in accordance with our current pricing schedules;
- (d) provide two persons as 'principal operators' for the equipment and we will train them in its use. You shall notify us in writing of any change in these personnel;
- (e) supply us in a manner determined by us from time to time, with meter readings for the equipment, meter readings shall be obtained quarterly unless otherwise stated.
- (f) that it is a specific term of this agreement that Electronic Meter Reading Equipment ("Herda system") be supplied and installed on the equipment, for the purposes of accurately recording and gathering information pertaining to the rate at which the machine is utilised in accordance with this agreement.
- (g) pay a penalty of _____ cent extra per copy for every copy made in accordance with the meter reading equipment supplied and installed by yourselves in the event of you electing not to install the Herda System. Should no meter reading equipment be installed then this agreement will be unenforceable.

3. Maintenance service does not include:

- (a) Repair and damage or increases in service time resulting from force majeure, fire, water, lightning, surges in main electricity supply, accident, neglect, misuse or use other than that for which the equipment is designed, failure of electrical power, airconditioning or humidity control.
- (b) Movement of the equipment from the original location. Any such movement must be requested two weeks prior to the planned move in writing and will be charged to you in accordance with our current service charges.
- (c) Service, travelling or parts outside of our normal working hours Mondays to Fridays (excluding public holidays) 08h00 to 16h30.
- (d) Toners in respect of fax machines nor the master units for any agreement that excludes toner.

4. Duration of Agreement:

- 4.1 This agreement shall commence on installation of the equipment and shall continue for the period as indicated under "Contract Period" overleaf and thereafter for an indefinite period subject to the right of either of us to terminate the agreement upon not less than 90 days written notice, to expire only at the termination of the initial period and thereafter only on an anniversary of the date of installation of the equipment.
- 4.2 Should either party elect to cancel this agreement in accordance with the provisions of paragraph 4.1 above and the equipment so supplied is subject to a rental agreement then any letter of cancellation must be accompanied by a letter of authority from the finance house, Institution or bank as the case may be.

5. Breach

- (a) In the event where you commit a breach of any of your obligations under this agreement then without prejudice to any other remedy that we may have including the right to cancel this agreement, we shall be entitled to suspend further performance of our obligations until the breach is remedied.
- (b) For purposes of jurisdiction the parties submit themselves to the jurisdiction of the Johannesburg Magistrates Court and consents in terms of section 45 of such act to the jurisdiction of such court notwithstanding the fact that the amount of such claim may exceed the jurisdiction of such court.
- (c) If you are in breach of any of your obligations under this agreement then without prejudice to any other remedy we may have including the right to cancel this agreement, we shall be entitled to suspend further performance of our obligations until the breach is remedied.

6. Cession

This agreement may not be ceded, assigned or in any other way transferred to any third party without the express written consent of Gestetner which written consent shall not be unreasonably withheld.

7. Entire Agreement

The terms hereof represent the entire agreement in respect of the subject matter contained herein and no variation of, addition to or amendment of this agreement will be of any force or effect unless reduced to writing and signed by both parties.