

RENTAL CONTRACT

NASHUA

1. DEFURITION SCHEDULE

COLUMN A	COLUMN B
LESSOR	<p>Bovada Investments Pty Ltd NASHUA WESTERN CAPE Page No. 27/2007 388 VOORTREKKER ROAD, GOODWOOD PO BOX 245 PAIGOW 7499</p>
LESSEE	<p>Name: Stellenbosch Municipality Physical Address: Pleasance, Stellenbosch, 7600 Postal Address: PO Box 17, Stellenbosch, 7600 Telephone Number: 021-888111 Facsimile Number: 021-888315 Description: 08 1018 # 46716800830 D872</p>
GOODS	
RENTAL	R 910.00 PER 27.10 (MONTH) - TOTAL RENTAL 10377.40
COMMENCEMENT DATE	01/05/02
INITIAL PERIOD OF HIRE	24 months
LANDLORD	<p>Parties at which the goods will be kept Name of Landlord: Owned Postal Address: Telephone Number: Facsimile Number:</p>

This schedule shall form part of the contract between the parties and any reference to the contract in a word, phrase or description contained in Column A, shall, unless the context indicates otherwise, have the meaning contained in Column B.

- 2.1 The Lessor hereby lets the Goods to the Lessee who agrees to use the Goods and subject to the terms and conditions set out herein.
- 2.2 If, at the time of the signing of this contract, the Lessee is already in possession of the Goods, such equipment will constitute the goods, being the subject matter of this contract. If the Goods are to be delivered after the signing hereof, the Lessor shall be entitled to deliver the specific equipment identified in the description of the Goods as specified in the contract. The Lessor hereby identifies the equipment that will constitute the Goods.
- 2.3 If for any reason whatsoever after the delivery of the Goods, the parties agree to substitute the Goods with another item, such substituted goods will, from the date of delivery thereof, constitute the Goods. The non-variation provisions of clause 2.1 herein shall apply to the substitution of such substituted goods for the original goods, and the substituted goods shall be deemed to have been delivered to the Lessee when the original goods are deemed to have been returned to the Lessor.
- 3.1 The initial period of hire shall, irrespective of the date of commencement of this contract, commence on the Commencement Date and shall, after the Initial Period of Hire, continue indefinitely, unless written notice of termination is given by any party at least ninety (90) days prior to the expiry of the Initial Period of Hire. After the Initial Period of Hire, the contract may be terminated by any party on the anniversary date of the Commencement Date, on condition that ninety (90) days prior written notice of such termination is given.
- 3.2 After the signing of this contract by the Lessee, it shall not be permitted to withdraw therefrom before the date of acceptance hereof by the Lessor.
- 4.1 The first rental shall be paid on or before the Commencement Date.
- 4.2 All subsequent rentals shall be payable on or before the first day of each following month and shall, unless the Lessor or Lessee agrees in writing, be payable by means of a debit order.
- 4.3 All payments in terms of this contract, shall be made into of bank or other charges at the Lessee's address or of such other place as the Lessor or Lessee may direct in writing.

SIGNED BY THE PARTIES AS FOLLOWS

DATE: 20 July 2002 PLACE: Goodwood SIGNATURE: [Signature] WITNESS: [Signature]

DATE: 17 Oct 2002 PLACE: Stellenbosch SIGNATURE: [Signature] WITNESS: [Signature]

CERTIFICATE

I, SC Odenda, the person sign of the above contract on behalf of the Lessee, hereby certify, warrant and agree that:

- I have been duly authorized to sign the document on behalf of the Lessee.
- It has been afforded sufficient opportunity to read the contents of the above contract, and have read it.
- The representation has been made to enable the Lessee or any of its representatives or agents as to the contents of the contract or the meaning thereof.

RESOLUTION

Resolved: Stellenbosch Municipality (Lessee)

Registered Number: Stellenbosch 23 day of Oct 2002

Resolved: JE DePoff in his capacity as Mayor of the Lessee is hereby authorized to sign, endorse and execute all documents for and on behalf of the Lessee to be done in this resolution, with such authorization as to his or her sole discretion and to sign, endorse and execute all documents for and on behalf of the Lessee to be done in this resolution, with such authorization as to his or her sole discretion. This resolution shall be deemed to have been adopted and approved by the Lessee on the date hereof and shall be deemed to have been adopted and approved by the Lessee on the date hereof.

Certified to have executed from the original minutes.

DEBIT ORDER AUTHORIZATION

Who request BOVADA INVESTMENTS VIA NASHUA WESTERN CAPE to draw against my/our bank current account or bank transmission account by direct debit order which is operated in conjunction with my/our bank to pay to my/our bank transmission account with all my/our debit orders as if debit order had been signed by me/ us personally.

This request is to apply to any amount which may be due in terms of the contract.

I/We understand that either I/We or Nashua, can terminate this request by written notification to the other party at any time, but that the termination will have no effect on any withdrawal already made by the Bank and credited to my/our account.

We personally undertake to advise Nashua in writing of any changes in the Bank details of my/our account.

Signed at: _____

On: _____

Signature of Payor (in the Account Holder's presence): _____

If a company is the Payor, its correct name must be shown and an authorized officer must affix the stamp or seal, sign and state the full name of the account holder.

NAME OF ACCOUNT HOLDER (If it is requested to give the correct name and spelling of the account to be debited)

Branch: _____

Bank Code: _____

Account No.: _____

Name of Bank (Building Society): _____

Bank (Cancelled blank, or used cheque MUST be attached in respect of current account)

Current Account Bank Transmission Account

Building Society Transmission Account


I/We (to) whether it is a transmission, current or other account.

Authorized Cheque Signatories

COPIERS CONTINUOUS SERVICE AGREEMENT

BETWEEN

AND

	"CUSTOMER"
	NAME: <u>Stellenbosch Municipality</u>
	ADDRESS: <u>Plain road, Stellenbosch</u> <u>7600</u>
	CUSTOMER CONTACT: <u>Ina Kotze</u> TEL: <u>8088111</u>

- Nashua agrees to:
 - Maintain the copier(s) in an efficient operating condition. Nashua shall not be liable for any loss, including consequential loss, arising from the malfunction or failure of the copier(s) to function or from any other cause whatsoever. Any repairs or service required by the customer due to misuse or negligence or outside normal working hours might at Nashua's discretion be charged to the customer in accordance with Nashua's current service charges and conditions.
 - Supply developer and toner at Nashua's preferred prices applicable at the date of delivery of such consumables to customers with continuous service agreements.
- The Customer agrees to:
 - Use only paper approved by Nashua. Paper may be purchased from Nashua at prices applicable at date of delivery.
 - Use only approved consumables, obtained from Nashua in the copier(s).
 - Pay Nashua as set out in the schedule below. This charges includes service, parts and labour but excludes OPC units and toner on plain paper copier(s). This rate may be varied from time to time in accordance with Nashua's current pricing schedules.
 - Pay Nashua for OPC units and toner for plain paper copier(s) at existing current rates.
 - Provide two persons as "principal operators" for the copier(s) and Nashua will train them in its/their use. The customer shall notify Nashua, in writing, of any change of such personnel.
 - Accept liability for the replacement of parts at any time, if damage is due to negligence on the part of the Customer or its employees or persons who have access to the copier.
 - In the event of the OPC drum requiring replacement prior to, copies, Nashua may reserve the right to charge the Customer on a pro-rata usage basis on its then current retail price.
 - Pay amounts due to Nashua within 30 days of date of invoice, failing which Nashua may summarily and without notice suspend the supply of service and consumables until all outstanding amounts due to Nashua are paid.
 - Supply Nashua, in a manner determined by Nashua from time to time, with a meter reading for each copier.
 - In the event of the machine being out of commission due to Customer non-usage, or in storage for a period exceeding 60 days, Nashua reserve the right to charge at current rates for recommissioning the equipment.
- Duration of agreement:

This Agreement shall commence on installation of the copier and shall be for an initial period of 60 months and thereafter continue for an indefinite period subject to the right of either party to terminate the agreement upon not less than 90 days written notice, to expire at the termination of the initial period and thereafter only on an anniversary of the date of installation of the copier. All parts shall be chargeable at the expiration of this initial period;

4. Copier(s) to be serviced:

DESCRIPTION: <u>AP 1018, OF 72</u>
SERIAL NUMBER:
DATE OF INSTALLATION: OPENING READING:
PLACE OF INSTALLATION:

5. Scale of Service Charges:

	OPC	VAT	TOTAL
<u>1 - 10000</u>	<u>6c</u>	<u>0.81c</u>	<u>6.81c</u>
<u>10001 plus</u>	<u>8c</u>	<u>1.12c</u>	<u>9.12c</u>

6. Toner inclusive YES NO

SIGNATURE: [Signature]

Where toner is included in a copy charge Nashua will supply toner free of charge for the copier equal to the amount of copy yield, as per the manufacturers specifications at a rate of 6% coverage. Any extra toner that may be required for the machine will be for the customer's account at Nashua's applicable pricing at the time. Being one toner cartridge for every copies made on the machine indicated in the agreement above.

7. [Signature]

CAPACITY
For BOWDAE INVESTMENTS (Pty) Ltd
T/A NASHUA WESTERN CAPE duly authorized hereto:

7.2 [Signature]
CAPACITY AND SIGNATURE
for CUSTOMER
duly authorized hereto:

NASHUA WESTERN CAPE

1. NASHUA agrees to:

- (a) Maintain the equipment in an efficient operating condition. Nashua shall not be liable for any loss, including consequential loss, arising from the malfunction or failure of the equipment to function or from any other cause whatsoever. Any repairs or service required by the customer due to misuse or negligence or services required outside normal working hours may, at Nashua's discretion, be charged to the customer in accordance with Nashua's current service charges and conditions.
- (b) Supply paper and consumables at Nashua's current prices applicable at the date of delivery of such consumables.

2. The Customer agrees to:

- (a) Use only paper and consumables approved by Nashua. Paper and Consumables may be purchased from Nashua at prices applicable at date of delivery.
- (b) Pay Nashua as set out in the schedule of charges. Unless stipulated otherwise the charges include service, parts and labour, but exclude paper, toner, master units, oil, maintenance kits and other consumables. This rate may be varied from time to time in accordance with Nashua's current pricing schedule.
- (c) Provide two persons as "principal operators" to be trained on the use of the equipment. The Customer shall notify Nashua, in writing of change of these personnel.
- (d) Provide access at any time during normal working hours to any authorized representative of Nashua for any of the purposes of this agreement.
- (e) Accept liability for damage to the equipment if the damage is due to negligence on the part of the Customer or its employees or persons who have access to the equipment.
- (f) Pay amounts due to Nashua on receipt of invoice, failing which Nashua may summarily and without notice suspend or cancel supply of service and consumables until all outstanding amounts due to Nashua are paid.
- (g) Where applicable supply Nashua, in a manner determined by Nashua, with a meter reading for each piece of equipment every month and/or when required for the purposes of this agreement.
- (h) Comprehensively insure the equipment at its own cost against all risk including acts of God, power surges and lightning, and maintain such insurance policy for the duration of this contract. Should equipment be found to be uninsured, the customer will be held fully liable for any damage and/or loss to/of equipment.
- (i) Keep the goods in its custody and under its control at the business premises/address mentioned in the Continuous Service Agreement and shall notify Nashua of the removal thereof to other premises.
- (j) Pay Nashua for the relocation of equipment at current pricing. Only Nashua personnel may relocate equipment.
- (k) In the event of the machine being out of commission due to Customer non-usage, or in storage for a period exceeding 60 days, Nashua reserves the right to charge at current rates for re-commissioning the equipment.

3. Duration of Agreement

This agreement shall commence on installation of the equipment and shall be for an initial period of 12 months and thereafter for an indefinite period subject to the right of the Customer or Nashua to terminate the agreement upon not less than 90 days written notice.

4. Included Consumables (if applicable)

- (a) Where toner is included in a copy charge, Nashua will supply toner free of charge for the equipment, i.e. one (1) toner cartridge when required providing that at least 80% of the recommended yield is reached, (measured as per the manufacturers specifications at a rate of 6% coverage)
- (b) Any extra toner that may be required for the machine will be for the customer's own account prorated for percentage of yield not reached and will be charged at Nashua's applicable pricing at the time.
- (c) An official purchase order from the customer will be required before toner will be released.
- (d) Where OPC and/or Maintenance Kits are included, Nashua will supply and replace such units as required by the equipments replacement schedules.
- (e) Should it be determined that a OPC/Maintenance unit needs replacement before the stipulated yield was reached and that damage or wear was due to use of the equipment outside normal working parameters and/or abuse, replacement cost will be for the customer's own account prorated for percentage of yield not reached and will be charged at Nashua's applicable pricing at the time.

5. Should the equipment be utilized in excess of the recommended monthly usage as stipulated by the manufacturer, an additional service fee as outlined in clause 9 below will apply.

6. Software (operational and application software) related problems are not covered by this contract, and are subject to labour and travel charges, for the customer's account. Licensed Software packages in use must be

available on site. It is the customer's responsibility to maintain proper backups at all times. Should the system fail, Nashua will not be held responsible for any lost data. Nashua cannot be held responsible for any losses, consequential or other, in the event of data loss due to backup program failure.

Black Toner inclusive? yes
 Colour Toner inclusive? yes
 PCU/Master Unit inclusive? yes
 Maintenance kits inclusive? n/a

Signature 

Please specify Yes or No

TONER/ PCU/ MAINT KIT	Recommended yield/copies	Copies required before free Toner /unit will be supplied
TONM2BLA	25000 Black @ 6% coverage	21 250
TONM2CYN	17 000	14 450
TONM2 MAG	17 000	14 450
TONM2 YCW	17 000	14 450.

Please specify ALL Inclusive product codes and yields

7. Equipment covered by this agreement

Date of installation: 06.11.06 Opening Reading: 45810/186303
 Place of installation: Plein Street, Stellenbosch

Description: Model: AF 1232 Serial number: J2637200616 Loan (machine)
 Peripherals: Model: ARCIF 75 Serial number: J0947907052
 Model: ARC430 Serial number: J2946701088
 Model: PRINTSCAN 1024 Serial number: J3340601740
 Model: INTER 1232 Serial number: J3740700624
 Model: CF 2035/45 Serial number: _____
 Model: _____ Serial number: _____
 Model: _____ Serial number: _____

8. Minimum Service Charge

The following minimum service charge will be applicable:

R n/a

Signature [Signature]

9. Schedule of charges

	CPC	VAT	TOTAL
oil black pt	10c	1,4c	11,4c
oil colour pt	R1,55	R0,22	R1,77

10. Software / Network support

	Rate p/hour	VAT	TOTAL
Software and network support per hour			
Helpdesk support			
RDS support (per incident)			

11. Meter Reading Contact Person

Name	Nikki da Plessis
Telephone no	021 - 808 8131
Fax no	021 - 808 8132
Email address	Nilckid@stellenbosch.org

Signed on behalf of NASHUA WESTERN CAPE

Signature: [Signature]

Name: J. BEEKA

Capacity: Director

Date: 13/12/2006

Signed on behalf of CUSTOMER

Signature: [Signature]

Name: L P FOURIE

Capacity: Act. Dir. Strategic Services

Date: 10/11/2006