

# NASHUA

## RENTAL CONTRACT

### 1. DEFINITION SCHEDULE

COLUMN A	COLUMN B
LESSOR	Boviss Investments (Pty) Ltd NASHUA WESTERN CAPE Reg. No. 19770123077 Nashua House, 3 Kappersdors Oude, Plattelooi, 7600 PO BOX 245 PAROW 7499
LESSEE	Name: Stellenbosch Municipality Physical Address: Pletstroom, Stellenbosch Postal Address: PO Box 17, Stellenbosch Telephones Number: 021-8058111 Facsimile Number: 021-8058241
GOODS	Description: 80 VOLS # 47R 7400002
RENTAL COMMENCEMENT DATE	R 2013 001 R 2 31 812 (NASHUA) TOTAL RENTAL R 2 254 812
INITIAL PERIOD OF HIRE	60 months
LANDLORD	Stellenbosch Municipality
	Primes at which the goods will be kept
	Name of Landlord: <u>OWNED</u>
	Postal Address:
	Telephone Number:
	Facsimile Number:

This schedule shall form part of the contract between the parties and any reference in the contract to 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 Lessee hereby lets the Goods to the Lessee who hires the same at the Rental 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 only be substituted for the subject matter of this contract, if the Goods are to be delivered after the signing hereof, the Lessee shall be deemed to accept the specific equipment (conforming to the description of the Goods as specified in the Definition Schedule) out of the stock and deliver same to the Lessee, thereby identifying the equipment, that will constitute the Goods.
- 2.3 If, for any reason whatsoever after the delivery of the Goods, the Lessee agrees 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 2.2 hereof will not apply to the substitution of such other equipment and will only be deemed to have been written into the contract if the substituted Goods are in fact delivered to the Lessee and the contract will thereafter be deemed to have been amended only in respect of the subject matter of the contract.
- 3.1 The initial period of the hire, irrespective of the date of the signing of this contract, shall be made free of interest and other charges at the Lessee's address or at such other place as the Lessee or Lessee may direct in writing.
- 3.2 After the signing of this contract by the Lessee, it shall not be entitled to withdraw therefrom before the date of acceptance hereof by the Lessee.
- 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 Lessee or Lessee otherwise agrees, be payable by means of a debit order.
- 4.3 All payments in terms of this contract, shall be made free of interest and other charges at the Lessee's address or at such other place as the Lessee or Lessee may direct in writing.

### SIGNED BY THE PARTIES AS FOLLOWS

DATE	PLACE	SIGNATURE	WITNESS
30/5/2003	Plattelooi	<i>[Signature]</i>	<i>[Signature]</i>
24.05.03	Stellenbosch	<i>[Signature]</i>	<i>[Signature]</i>

### CERTIFICATE

I, J. P. Retief, the person signing the above contract on behalf of the Lessee, hereby certify, verily and agree that:

- I have been duly authorized to sign the document on behalf of the Lessee.
- I have been afforded sufficient opportunity to read the contents of the above contract, and have read it.
- No representation has been made to me by the Lessor or any of its representatives or agents as to the contents of the contract or the meaning thereof.

DATE	PLACE	SIGNATURE	WITNESS
24.05.03	Stellenbosch	<i>[Signature]</i>	<i>[Signature]</i>

### RESOLUTION

Extract from the Minutes of a Meeting of the Honorary Directors of

Registered Number: Stellenbosch Municipality (Lessee)  
 Held at: Stellenbosch on this 24 day of 05 2003

Resolved: S.P. Retief In his/her capacity as Member/Director of the Lessee is hereby authorized to sign, endorse and execute all documents for and on behalf of the Lessee, with full modification or to take any such decision or action in connection with the Resolution, with full authority and without limitation of power, and to sign the same and to sign the same for and on behalf of the Lessee.

Certified a true and correct copy of the above resolution to be signed by the Member/Director:

J. W. M. M. M. M.  
 Member/Director

BANK (Current) Bank, or a used cheque MUST be attached in respect of current account)

Name of bank/building society: Stellenbosch Municipality

Branch: Stellenbosch

Bank Code: 260901

Account No. 1234567890

Name of the Account Holder (to be important to give the correct name and spelling of the account to be debited)

Indicate (X) whether it is a transmission, current or other account.

Current Account  Bank Transmission Account

Building Society Transmission Account

Signed at: Stellenbosch

On: 24.05.03

Signature of Payer (i.e. the Account holder)

If a company is the Payer, its exact name must be shown and an authorized officer must affix its stamp or seal, sign and date here.

4.4 The Lessee shall not be entitled to withhold payment of any...  
 5.1 Consideration in and to the Lessee shall, at all times, remain...  
 5.2 The Lessee shall at the termination of this contract for...  
 6.1 Use the Goods only for the purposes and in the manner for...  
 6.2 Keep the goods free from the claims of other parties or from...  
 6.3 Allow the Lessor or its agent, reasonable facilities for the...  
 6.4 Keep the Goods in its custody and under its control at the...  
 6.5 Not use the Goods in contravention of any statute, regulation...  
 7. The Lessee shall not be liable to the Lessor or any other person...  
 8.1 The Lessee undertakes to examine the Goods or cause same...  
 8.2 The parties agree that no warranty as to the condition, quality...  
 8.3 Any notice to a party mentioned in a correctly addressed...  
 10.1.1 It will hold the Goods on behalf of and in accordance...  
 10.1.2 It will continue making all payments due in terms...  
 10.2 The Lessee shall not be entitled to or have the right to cease...  
 10.3 In the event of such cessation, all obligations of the Lessor...  
 11. The amount due to the Lessor is not paid (monthly in terms...  
 12.1 The rental shall be payable annually by an amount equal to...  
 12.2 Should the Lessor decide to increase the rental at any time...  
 12.2.1 The Lessor shall be entitled, during the period of...  
 12.2.2 The Lessor shall have, for a period of sixty (60) days...  
 12.2.3 If no notice of termination is given by the Lessor...  
 12.2.4 If no notice of termination is given by the Lessor...  
 13.1 The parties agree that this contract is a contract of sale...  
 13.2 Any party may by notice to the other party change the...  
 13.3 Any notice to a party mentioned in a correctly addressed...

13.8.1 sent by prepaid registered post from any First...  
 13.8.2 delivered by hand to a responsible person during...  
 13.8.3 transmitted by fax to the telefax number as set out...

13.10.1 The Lessee shall be liable for any additional amounts...  
 13.10.2 The Lessee shall be liable for any additional amounts...  
 13.10.3 The Lessee shall be liable for any additional amounts...

The amount of the Lessor's indebtedness to the Lessor at...  
 15. The Lessee hereby consents to the publication of the...  
 16. The Lessee undertakes to execute and to deliver...  
 17. All monies paid by the Lessee to the Lessor shall be applied...  
 18. The Lessee shall be liable for any additional amounts...  
 19. The parties agree that this contract is the entire agreement...  
 20. The Lessee shall be liable for any additional amounts...  
 21. Without terminating this contract, to treat as...  
 22. The Lessee shall be liable for any additional amounts...  
 23. No rental escalation or adjustment shall be made...  
 24. Amosove, A. initially by both parties with form part of this agreement.

*Handwritten notes:*  
 13.10.1, 13.10.2, 13.10.3: The Lessee shall be liable for any additional amounts...  
 13.11: I shall be liable for any additional amounts...  
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 13.59: I shall be liable for any additional amounts...  
 13.60: I shall be liable for any additional amounts...

*Handwritten scribbles and initials in the top left corner.*

CUSTOMER

NAME: Stellenbosch Municipality

ADDRESS: Plein Street, Stellenbosch

AND



T/A NASHUA WESTERN CAPE, HEREINAFTER REFERRED TO AS:

BOVIDAE INVESTMENTS (PTY) LTD.

BETWEEN

CONTINUOUS SERVICE AGREEMENT

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 outside normal working hours may, at Nashua's option, be charged to the customer in accordance with Nashua's current service charges and conditions.
- (b) Supply developer and toner at Nashua's current prices applicable at the date of delivery of such consumables.
- (c) *24 Hour Service Response Time on all Service calls logged.*

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. The charge includes service, parts and labour, but excludes paper, toner, messer-  
ruts 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 a change of these personnel.
- (d) Provide access at any time during normal working hours to any authorised 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, falling which Nashua may summarily and without notice suspend supply of the service and consumables until all outstanding amounts due to Nashua are paid.
- (g) Supply Nashua, in a manner determined by Nashua from time to time, with a meter reading for each piece of equipment every month, where applicable.
- (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.
- (i) Keep the goods in its custody and under its control at the premises mentioned in the Continuous Service Agreement and shall notify Nashua of the removal thereof to other premises.
- (j) 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 recommissioning the equipment.

3. This agreement shall commence on installation of the equipment and shall be for an initial period of 60 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. All parts shall be chargeable at the expiration of this initial period.

4. 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 copy yield, as per the manufacturers specifications at a rate of 6% coverage, being one toner cartridge for every 2,000 copies. 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.

5. Should the equipment be utilised in excess of the recommended monthly usage as stipulated by the manufacturer, an additional service fee as outlined in 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.

Received Time 19. Jul. 13:01

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DATE OF INSTALLATION		OPENING READING	PLACE OF INSTALLATION	DESCRIPTION - MODEL	SERIAL NUMBER
			Strategic Planning Dept. Pleasant. S. Beach	Officers	H 1127A-00003
				MODEL:	SERIAL NUMBER:
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7. Equipment to be Serviced

8. Minimum Billing

A minimum service charge of R ..... will be levied per month.

GPC	VAT	TOTAL
1 - 50 000 gpm	826	6.726
5000 l gpm - plus	112	9.12

9. Schedule of Charges

9.1 PCU Included:  YES  NO

Yield

N.M.

Signature

*[Signature]*

10. Software Support

RATE PER HOUR	VAT	TOTAL
SOFTWARE SUPPORT		
HELPDESK SUPPORT		
RDS SUPPORT		
OTHER		

11. Signed on behalf of NASHUA WESTERN CAPE

Signature:

*[Signature]*

Name:

H. WOODMAN

Capacity:

CONTRACT MANAGER

Date:

30/5/2003

Date:

2003-05-29

Capacity:

Municipal Manager

Name:

J. P. Kotze

Signature:

*[Signature]*

Signed on behalf of CUSTOMER

