



Business Machines Inc.

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MAINTENANCE AGREEMENT

Bill To: _____	Location: _____
_____	_____
_____	_____
Telephone: _____	Telephone: _____
Contact: _____	Contact: _____
Model: _____	Serial Number: _____ Tag# _____
Effective Date: _____	Start Meter Black: _____ Color _____

Maintenance and Supply Agreement:

\$ _____ per _____ for _____ black _____ plus \$ _____ per black _____ for overage; plus \$ _____ per _____ for _____ color _____ plus \$ _____ per color _____ for overage; plus \$ _____ per _____ for unlimited scans. This agreement includes all repair, preventive maintenance services, and supplies including all parts, labor, travel, loan machine, operator assistance, toner and drum, with the exception of paper and staples.

(See reverse side for additional terms and conditions)

Customer Acceptance:
Approved By: _____ Title _____ Date: _____

or

Full Maintenance Agreement:

\$ _____ per _____ for _____ black developments plus \$ _____ per black development for overage. This agreement includes all repair and preventive maintenance services including all parts, labor, travel, loan machine, and operator assistance. Loan machine and operator assistance is NOT included with this agreement for computers, printers, or computer accessories.

(see reverse side for additional terms and conditions)

Customer Acceptance:
Approved By: _____ Title _____ Date: _____

or

Depot Maintenance Agreement:

\$ _____ per _____ for _____ black developments plus \$ _____ per black development for overage. This agreement includes repair services including parts and labor. The equipment must be brought to our office for repair.

(see reverse side for additional terms and conditions)

Customer Acceptance:
Approved By: _____ Title _____ Date: _____

Business Machines Inc. Acceptance:
Approved By: _____ Title _____ Date: _____

The right equipment is your best value!

TERMS AND CONDITIONS

Business Machines Inc. (bmi) agrees to provide and the Customer agrees to accept maintenance service on the equipment listed, at the annual charges indicated on the reverse side, in accordance with the following terms and conditions.

1. Term

This Agreement is effective from the commencement date and shall continue until terminated by either party. Changes or termination of this Agreement shall be on the anniversary date only, unless the equipment is traded in to bmi or terminated by bmi for being un-repairable. All Agreements shall be billed in advance of the coverage period.

2. Maintenance Service

bmi agrees to provide maintenance service availability Monday through Friday, from 8:00 AM to 5:00 PM, and keep the equipment in good working order while the equipment is located within bmi's geographic area of responsibility. Service requested beyond normal business hours will be charged at bmi's regular non-agreement rate. Maintenance is provided based upon the specific recommendations of the manufacturer and the management of bmi. Preventive maintenance may also be performed during normal service calls.

3. Repair Service

This agreement includes labor, parts, and travel within our service zone for the covered equipment. Repairs will be in accordance with the standard manufacturer's policy. bmi reserves the right to use new and non-new parts or assemblies. Preventive maintenance will be provided and will include adjustments, lubrications, and replacement of parts deemed necessary by bmi.

4. Initial Inspection and Repair

If the equipment to be covered by this agreement is not under bmi's maintenance responsibility, nor covered by bmi's standard warranty, immediately prior to the commencement date of this Agreement, it shall be subject to a chargeable inspection by bmi. Bmi shall take such actions as may be necessary in its judgment to place the equipment in good operating condition, including without limitation, making repairs and adjustments and replacing parts. The Customer shall pay for all labor and materials used in connection therewith at bmi's then current commercial rates. Machine must be placed under maintenance within 30 days of inspection or a new inspection will be required.

5. Exclusions

Service is contingent upon the proper use of all equipment and surge protector. **Service does not include:**

- a) electrical work external to the equipment or maintenance of accessories, attachments, or other devices not furnished by the manufacturer;
- b) service caused by supply items that do not meet the manufacturer's specifications;
- c) repair of damage or increase in service time resulting from:
 - (1) accident, transportation, neglect, theft, fire, or water damage, misuse, or other than ordinary use;
 - (2) failure of electrical power, electrical surges, or humidity control; and
 - (3) alterations which include but are not limited to, any changes in the manufacturer's design, installation or removal of features, or any other modification, whenever any of the foregoing are performed by other than bmi's technicians;
- d) consumable items unless covered by the Maintenance and Supply Agreement;
- e) such service which is impractical for bmi's technicians to render because of alterations in the equipment or their connection by mechanical or electrical means to another machine or device;
- f) equipment located in an unsuitable place of installation or an unsafe or hazardous environment, as determined by bmi;
- g) normal operator function as described by manufacturer's operator manuals;
- h) problems relating to software;
- i) problems relating to or caused by operating environment including electrical power, heating, air conditioning, and humidity which are not within the manufacturer's specifications;
- j) cabinets, knobs, and trays that are broken by neglect or accident.

6. Business Machines Inc. Property

Maintenance software, maintenance manuals, test equipment, tools, and similar property used by the technicians at the installation site shall remain the exclusive property of bmi and shall be for the sole use of their technicians.

7. Access to Equipment

bmi's technicians shall have full and free access to the equipment to provide service thereon.

8. Modifications

If persons other than bmi's technicians perform maintenance or repair of a unit of equipment, and as a result further repairs are required, such repairs are not included in the charges set forth in this Agreement, and will be made at bmi's applicable time and material rate and terms then in effect. Maintenance by third parties could be the basis for voiding any existing warranties.