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Sales & Maintenance Agreement

QTY	DESCRIPTION OF GOODS	SERIAL NO.	PRICE	TOTAL
<u>START METER READING</u> Total: 0 Black: 0 Colour: 0			Total Of Equipment	
			Trade In Value	
			Delivery	
			Installation & Networking	
			GST	
			Total Cost	

POSTAL ADDRESS

DELIVERY ADDRESS

Company:	Company:
Contact:	Contact:
Address:	Address:
Phone:	Phone:
Fax:	Fax:
Mobile:	Mobile:
E-mail:	E-mail:

SALES & MAINTENANCE AGREEMENT

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Machine Type:
Model:
Serial:
Date Of Installation:
Expiry Date:

MAINTENANCE AGREEMENT DETAILS

	Annual Maintenance	
*	Monthly Copy Charge	
	One Year On-site Warranty	
	One Year Back to Base Warranty	
	Cash On Delivery	

CONSUMABLES DETAILS

*	Toner	
	Staples	

TRADE IN DETAILS

Brand:
Model:
Serial:
<i>I hereby certify that the equipment listed above was purchased by me and [is / is not] encumbered.</i>
Signature:
Full name:
Encumbered to:
Amount of encumbrance:

ENTIRE AGREEMENT

1. The purchaser whose name appears above hereby offers to purchase from OPM Copiers Pty Limited the equipment and other items listed in these terms and conditions and at the price referred to above as the total price. This is the entire agreement between the parties. There are no other warranties, collateral representations, undertakings or agreement of any nature whatsoever.

TRANSFER OF TITLE

2. The title in the equipment and other items shall not pass to the purchaser until the TOTAL PRICE has been paid in full, together with any GST.

LIABILITY AND INDEMNITY

3. The purchaser shall indemnify and hold OPM Copiers Pty Limited harmless against any claims loss or damage to any person or property directly or indirectly occasioned by or arising from the operation, use or possession of the equipment.

TRADE PRACTICES ACT

4. The Trade Practices Act 1979 (as amended) implies into these contract terms, which can not be excluded by agreement. Where such terms apply this agreement shall be read as if they were repeated in this agreement.

To the extent permitted by law OPM Copiers Pty Limited liability shall be limited at OPM Copiers option to the re-supply, repair or replacement of the equipment, equivalent equipment or services or the cost of such re-supply, repair or replacement.

WARRANTY

5. A warranty is given on new machines during the first 30 days against defects arising from manufacture.
A warranty is given on re-conditioned machines during the first 30 days against defects arising from their re-conditioning.
6. The warranty shall have as its commencement date the date of the acceptance of the order by OPM Copiers Pty Limited and shall continue for the period above or until the copy volume limit is reached whichever is the first to occur.

MAINTENANCE

7. The purchaser will pay all the current maintenance charges owed to OPM Copiers Pty Limited within 7 days of the receipt of the invoice.
OPM Copiers Pty Limited may alter the maintenance charges at any time by providing the purchaser written notice.
8. In consideration of payment by the purchaser for OPM Copiers Pty Limited maintenance charges from time to time OPM Copiers Pty Limited will undertake the following:
 - (a) To supply to the Customer on request all necessary consumables for the equipment, including toner, paper and machine accessories at the current OPM Copiers Pty Limited list prices plus a delivery charge.
 - (b) To train the purchaser personnel in the correct use of the equipment.
 - (c) To provide the labour associated with parts repair, maintenance parts or replacement and all mechanical adjustments including cleaning and lubrication for the equipment as from time to time may be considered necessary by OPM Copiers Pty Limited service personnel to ensure the effective operation of equipment, provided that where toner is included in the current copy charge, OPM Copiers Pty Limited shall be entitled to charge for toner where its use exceeds OPM Copiers Pty Limited specifications that are based on average yields of A4 copies.
9. OPM Copiers Pty Limited will not be obliged to perform services and parts repair if:
 - (a) The machine is not operated according to OPM Copiers Pty Limited instructions.
 - (b) The machine is operated using materials and consumables (including throughput materials) other than those recommended by OPM Copiers Pty Limited.
 - (c) If not informed of any defect in the operation of the machine.
 - (d) If the machine is moved to a location outside OPM Copiers Pty Limited current service area, or if reasonable access to repair is denied.
 - (e) If the machine is relocated removed or installed by other than OPM Copiers Pty Limited representatives.
 - (f) The equipment is repaired by other than OPM Copiers Pty Limited approved representatives.

If at its discretion, OPM Copiers Pty Limited, do provide service and repair then the purchaser will be charged at OPM Copiers Pty Limited prevailing rates for parts and service.
10. The obligation of OPM Copiers Pty Limited and the purchaser pursuant to clause 7 and 8 will remain in force until the end of the warranty period and thereafter shall be extended on payment by the purchaser of OPM Copiers Pty Limited current maintenance charges.

DELIVERY

- 11. (A) Delivery shall be made to the delivery address in the contract.
- (b) If the purchaser wishes to use its courier the purchaser shall bear and shall indemnify OPM Copiers Pty Limited against any costs, losses or liability arising from the transportation of such goods once the purchaser's courier takes possession of the equipment.

PAYMENT AND INTEREST

- 12. The total price shall be paid on delivery. All maintenance sums payable to OPM Copiers Pty Limited shall be paid no later than 7 days from the date of invoice, or as directed in writing by OPM Copiers Pty Limited.
- 13. Where any sum payable to OPM Copiers Pty Limited is in arrears by 7 days OPM Copiers Pty Limited at discretion may charge interest on that sum at the rate of 5% above the maximum rate charged by OPM Copiers Pty Limited Bank on overdraft accommodation concerning sums up to \$50,000.00.
- 14. Plus GST if applicable.

SERVICE TIMES

- 15. OPM Copiers Pty Limited will carry out service and repairs as described in clauses 5 and 8 during business hour's 8.30am to 5.00pm Monday to Friday, excluding public holidays, when called upon to do so by the purchaser.

If OPM Copiers Pty Limited does service or repair at a distance of greater than 40 kilometres from the nearest OPM Copiers Pty Limited Service Centre or after normal business hours, then OPM Copiers Pty Limited may at its discretion charge for additional labour, travel expenses and additional fee's at OPM Copiers Pty Limited prevailing rates.

ASSIGNMENT OF AGREEMENT

- 16. The purchasers may not assign its rights or obligations under this agreement without the written consent of OPM Copiers Pty Limited.

GOVERNING LAW

- 17. The terms and conditions of this contract shall be governed by, and construed and interpreted according to the Laws of the State of New South Wales. The purchaser and OPM Copiers Pty Limited submit to the exclusive jurisdiction of the courts of New South Wales.
- 18. Either party may terminate this agreement at any time on thirty (30) days written notice.

<u>CUSTOMER:</u>	<u>OPM COPIERS PTY LIMITED:</u>
NAME:	NAME: Con Barberis
TITLE:	TITLE: Director
DATE:	DATE:
SIGNATURE:	SIGNATURE: