

"You" means the customer as described in the customer details section.

"Us and We" means Xpert Digital Document Solutions (UK) Ltd, Xpert House, 14 Station Close, Potters Bar, EN6 1TL.

1 Response

We will use our best endeavors to respond within an average of four to eight working hours with a trained technician, or by telephone should we feel that the problem could be resolved by this means. Service of the equipment may only be performed by our technicians or our appointed sub-contractors.

2 Maintenance & Installation

2.1 We will install and/or maintain the equipment as specified in the services agreement for a fixed term of 60 months and shall continue from year to year after that period unless 90 days written notice is provided by either party.

2.2 We will maintain the relevant equipment to prevent a fault arising or when there is a fault in the equipment and it has been used properly. We will also provide parts and items that need replacing except for items such as paper, staples and drums (unless otherwise stated to be inclusive in the additional provisions section). Toner(s) will be included at up to 6% coverage. A standard toner delivery charge (3-4 days) will be applied at eight pounds or overnight delivery charge applied at fifteen pounds. Print Controllers or Interface Boards are separate network items and are not covered under this agreement unless otherwise stated. Replacement of these items will be chargeable unless the network support option is undertaken.

2.3 You agree to ensure that the premises the equipment is installed in are suitable and in good condition in accordance with our instructions.

2.4 You agree to tell us in writing if you intend to move the equipment or assign the benefits of this contract to a third party in order that we may update our maintenance records. If the equipment is moved we reserve the right to immediately alter our charge for services or to terminate this agreement.

2.5 You agree to let our service technicians or authorized representatives into the property where the equipment is installed during normal working hours to inspect, repair and maintain the equipment. We will follow any reasonable security and health & safety rules that may apply at your premises.

3 Equipment Maintenance Charge

3.1 For the equipment identified in the services agreement we will charge you for the number of A4 prints/copies/scans registered on the meter(s) as having been made since your last invoice. We will charge you at the current cost per print/copy/scan as set in our services agreement and varied by us under clause 5. Where applicable, meters will count twice for prints/copies/scans made on paper larger than A4 or in the landscape orientation. You agree to provide monthly meter readings for every machine supplied by us via fax or e-mail. This is required to ensure that the equipment is not operated outside the manufacturer's recommended volumes and thereby invalidate their warranty. If you do not provide a monthly meter reading, we will charge you for an estimated amount based on your previous readings plus 10%. The difference between the actual and estimate readings will be invoiced and credited when we have a reading. You will be billed monthly in arrears. If your invoice is not settled within 14 days, we have the right to withhold service and to charge interest of 2% above the base rate on the outstanding balance.

3.2 If a bulk free allowance has been included in the services agreement, copies will be free of charge until the expiration of the stated allowance. We accept no responsibility for bulk free allowance in respect to the period that they last, as your workload may increase and the availability of additions such as fax/printer/scanning devices that will have an effect on your copy volumes. Bulk free copies provided under this contract are based on last year's (or the initial period if less than 12 months) actual copy volume at the time the contract was signed. This bulk free services agreement does not form part of the finance agreement.

3.3 You agree that should your monthly invoice for service fall under our thirty pounds per month minimum service charge, that this figure will be invoiced as a minimum monthly charge

4 Early Termination

4.1 We reserve the right to terminate this agreement immediately without any further obligations to the Client whatsoever in the event of the Client committing an act of bankruptcy (in the case of an individual) or (in the case of a company) in the event of presentation of a petition to wind up the Client or the passing of a resolution for the voluntary winding up of the Client or the appointment of an administrator or receiver to the whole or any substantial part of the business or undertaking of the Client or (in any case) upon breach by the Client of any part of the provisions of the Agreement.

4.2 Failure by Us to immediately take any of the actions or remedies available to it in respect of any breach by the Client of this agreement does not preclude Us from doing so at a later date in respect of that breach.

4.3 In the event of the Client or Us terminating this agreement the parties agree that the following provisions in respect of damages shall apply: The Client will pay Us within ten days all monies due and owing under this Agreement up to the date of the termination of the Agreement.

4.4 In the event that the Client terminates this Agreement prior to the end of the initial term, as set out herein, or We terminate this Agreement due to the occurrence of the Client's breach of any condition contained herein, the Client shall pay us

i) Any outstanding sums due and will fall due during the notice period to Us, and

ii) In the event of service being provided by Us to the Client, agreed compensation for loss of profits to the end of the initial term calculated in accordance with the following formula:

$(A \times C) + (B \times D) + G$ Divided By $E \times H \times 65\% + F$ where

A The number of colour prints charged since the commencement date (inc any A3 at double A4)

B The number of b&w prints charged since the commencement date (inc any A3 at double A4)

C Is the charge per colour print as at the date of termination

D Is the charge per black & white print as at the date of termination

E Is the number of months elapsed of the initial fixed term

F Is the administration fee of £150

G Is the regular charges (e.g. network services etc.) charges since the commencement date

H Is the number of remaining months of the initial fixed term since the commencement date (plus notice period thereafter) x 65%

T Termination Fee

4.5 The service contract will be considered to have been terminated by the Client if the equipment is used at monthly levels below 50% of the average monthly copy volume over the previous 12 months or since installation if this is less than 12 months.

4.6 The Client recognizes, and accepts, that the method adopted by Us in its calculation of liquidation damages represents a fair measure of the losses and damages to Us as would be calculated and found acceptable in an English Court Of Law.

4.7 Failure to pay an agreed Direct Debit payment or any other payment method will be seen to be a material breach of the Agreement.

5 Service Charge Increases

Except where otherwise stated in this agreement, we can increase the charges for services set out in the services agreement, to reflect both R.P.I. and any potential increasing servicing costs. This will be notified to you in writing.

6 Networking & Training Services

6.1 Where specified in the agreement we will provide you with training.

6.2 The charges due for network support will be fifteen pounds per month per device. This fee will be added to your monthly copy charge invoice unless otherwise requested. We may vary the charges at any time upon 30 days notice. Except where the increase is due to a variation in the scope of services and work required, you may cancel any affected contract.

6.3 We may charge you for any reasonable travelling and subsistence properly incurred in visiting your premises or making any other journey and for other expenses properly incurred in the course of providing training. Depending on the scope of services provided, personnel involved in the services may not be based locally to you.

6.4 Where specified we will provide telephone assistance and/or at our discretion, attendance at the installation address for reporting, diagnosing and correcting software faults, or otherwise provide software services as indicated in the services agreement. You acknowledge that we may not successfully diagnose or correct all faults or errors.

6.5 Where we provide software upgrade versions for the software, you agree such upgrades, where available, will only be provided for such periods as we, in our sole discretion, considers commercially viable. We give no warranty that any software upgrade version will be the same functionality, operating system compatibility or suitability for your requirements.

7 Exclusions

Unless agreed otherwise in writing services do not include work needed because:-

A. you have not used, stored or handled the equipment properly, or because you have not followed these terms and conditions or our instructions, or those of the equipment manufacturer;

B. you have used parts or other replaceable items that are not approved by us;

C. you have connected other fittings or accessories that we have not approved to the equipment;

D. of any disconnection and reconnection of the equipment, including any preparation necessary for the

safe transit;

E. of the installation or damage to or modification of the equipment by someone else other than our representatives or because of changes required by you or a third party;

F. of any malfunction or specific requirement of any other item of equipment or software which you have linked to our equipment or any network to which our equipment is linked;

G. of external causes outside our control that shall include accident, disaster or burglary;

H. errors occurred in non-manufacturer proprietary software or other software not supplied by us;

I. data is lost or damaged;

J. an item is not specified in the appropriate sections of the agreement.

8 Liability

8.1 Except in respect of death or personal injury caused by our negligence or fraud for which no limitation applies, we shall not be liable to you because of any representation, warranty, condition or other term, or any duty at common law (whether express or implied), or under the express terms of this Contract for loss of profit or data or for any indirect special or consequential loss of damage. Except as expressly provided for in this clause our entire liability under or in connection with this contract in respect of the supply of equipment and software shall not exceed the monies you pay us under it and in respect of Services, in respect of any losses shall not exceed the aggregate of monies you have paid us for the Services up to the time such losses have arisen.

8.2 Unless we agree otherwise in writing all delivery and where applicable installation dates are estimates and we are not liable for any loss, costs, expense, liability or damages you or someone else suffers because we did not meet these estimated dates.

8.3 We may from time to time deliver equipment, software and other items to you that you obtain on lease. We may also facilitate the placing of orders between you and third party suppliers and/or contractors. You acknowledge that we are not the agent of any leasing company or other third parties, and that we have no liability in respect of such orders or for the acts or omissions of any third party, including any finance or leasing company.

8.4 We do not represent that the operation of any software/hardware will be uninterrupted or error free. For the avoidance of doubt we do not represent that any specific requirements you may have informed us of will continue to be met should your operating system or network operating system alter after the date of the initial installation.

8.5 We will not accept liability for any loss or distribution of confidential information held on the device or any of its components. It remains the customer's sole responsibility to ensure that information of this nature is deleted prior to the removal of the device or its components.

8.6 You agree that except to the extent prohibited by law, you will not otherwise hold us liable for any other claims, actions, costs, loss, damages or expenses whatsoever. In particular we will not be liable under any circumstances for any loss of business or profit by you or anyone else.

9 Responsibilities

9.1 You agree to take all reasonable precautions to safeguard your business including without limitation, all software and data and to minimize potential loss or disruption (including without limitation taking full back ups of all your software and data at all reasonable times, including prior to us conducting any work on your systems, implementing audit controls, working methods and data security measures).

9.2 You agree to follow the applicable manufacturer's instructions for the equipment.

9.3 You agree to ensure that those authorized to use the equipment are adequately trained.

9.4 You agree to make available to us free of charge all information and access to any equipment, personnel, materials, premises and other facilities and resources that we reasonably require to allow us to carry out our obligations.

9.5 You agree to comply with all applicable statutes, regulations, by-laws and third party contracts, licences and to obtain any necessary consents or licenses.

9.6 You agree that the removal of all confidential information held within the device remains your responsibility. We will not assist in the removal of such information without prior written agreement.

10 Software

10.1 All the rights in the software (including for the purpose of clause 10, software supplied to you under the terms of a third party finance agreement, and which has been supplied by us for this purpose) belong either to us or to the people who licensed it to us. You have no rights in it, but you are allowed to use it in accordance with terms outlined in the contract or other items as notified to you.

10.2 Except to the extent permitted by law, you agree not to copy, modify, merge, decompile or make available or disclose the software in whole or in part to any third party.

10.3 You agree that where the software suppliers requires us to accept any terms relating to the software, these will apply from the date we notify you of them. If the software license so requires you also agree to enter into a separate agreement with it for the software. In the event of any inconsistency with any terms(s) of the agreement, the terms imposed by the software supplier or the terms of such separate licence agreement shall prevail to the extent of the inconsistency.

11 Purchase Order

If you have agreed to a Cash Purchase

11.1 On the acceptance of this Purchase Order by Xpert Digital Document Solutions (Uk) Ltd you are agreeing to the following.

11.2 You will agree to pay for the said equipment on a Pro Forma basis before the equipment is delivered.

11.3 You will allow us to deliver the equipment and accessories as stated on the Purchase Order.

11.4 Should you cancel this Purchase Order you will agree to pay damages equal to the lost profit and any relating handling costs incurred.

If you are leasing the equipment

11.5 If you are leasing the said equipment including a Total Volume Plan we expect you to allow the equipment to be delivered to your premises so that the leasing company may reasonable pay us for the equipment.

11.6 If you do not allow the equipment to be delivered and we are therefore not paid for the equipment by the leasing company we may seek damages from you equal to the sum we would have been due to receive from the leasing company.

12 Additional Conditions

12.1 This agreement is the full agreement between you and us for the equipment and/or services we provide. These terms are the only ones that will apply and they replace any previous agreement for the equipment and/or services. The person signing the agreement will be deemed to be properly authorized by you.

12.2 The terms of this agreement cannot be changed unless the changes are put in writing and signed by a director or manager of our company and someone you authorize to sign the changes on your behalf. You agree that we are not liable for any representatives or statements unless confirmed in writing by an authorized officer of ours.

12.3 This agreement applies to each piece of equipment and each individual service individually. If there is a dispute about some of the equipment or services, it will not affect the agreements for other pieces of equipment or service. The agreement for some of the equipment or individual service can be cancelled without affecting the other equipment or other services.

12.4 Notices that this agreement or any contract(s) has been broken or cancelled must be sent by pre-paid recorded delivery. Any other notices, including those of price increases should be sent by ordinary first class post. We will send notices to your billing address unless you tell us otherwise in writing. You must send all notices to our head office. Notice will be assumed to have been served two working days after it was posted.

12.5 Your rights and our rights under this agreement will not be affected if either of us do not enforce, or delays enforcing, any of these terms.

12.6 We may assign our side of the agreement in whole or in part to a subsidiary or associated company of ours or to the manufacturer. Our arrangements for services provided under any agreement may include the use of sub-contractors.

12.7 We are not liable for delaying, or not carrying out any of our duties if caused by circumstances beyond our control. Under these circumstances we can choose to cancel part or all of this agreement or delay carrying out any duty under it.

12.8 You and we are independent contractors under this agreement who cannot act on behalf of the other party.

12.9 If you and we agree, or a court of law decides, that a term of the agreement is illegal or not legally binding, it will not affect the other terms in the agreement. The term in question will be changed so it is binding and no longer illegal. If that is not possible, we will take it out of the agreement. In either case, the change will take effect on the date of our agreement or decision.

12.10 This agreement is the whole agreement setting out the terms agreed between the parties in relation to its subject matter. Any representation or terms on which you seek to rely shall be of no effect unless incorporated into this agreement. No variation of this agreement shall be of any effect unless made in writing and signed by both parties.

12.11 The agreement is governed by English Law and comes under the jurisdiction of the English Courts.



Services / Purchase Order Agreement

Helplines

For all your after-sales service needs including technical assistance & toner orders please call **0844 800 9550** email **service@xdds.co.uk** or you can visit **www.xdds.co.uk**

For all administrative or accounts queries please email **accounts@xdds.co.uk**

For all sales enquiries please contact your Account Manager or our Sales Desk on **0844 800 9550** or email **sales@xdds.co.uk**

Managed
Print Solutions

Colour & Mono Multi
Functional Devices

Networking
& I.T. Solutions

Document
Management Solutions



Services / Purchase Order Agreement

Customer Details

Customer Name:

Billing Address:

Postcode:

Tel: Accounts Email:

User Contact Name: User Contact Email:

Main Contact Name: Main Contact Email:

Delivery Address (If Different from Billing):

Postcode:

Equipment Details

Quantity	Machine & Accessories	Serial Number

Maintenance, Copy & Network Support Charges

Billing Cycle Monthly / Quarterly Charges	Minimum Monthly/ Quarterly B+W Volume	Black & White (Cost per Copy)	Minimum Monthly/ Quarterly Colour Volume	Colour (Cost per Copy)	Start Meter	Network & Training Support

Purchase Order

Option A, Working Lease

We agree to enter into a lease for the photocopier and accessories stated above for a minimum period of months at a rate of pounds per quarter + VAT. You have introduced us to as the leasing company.

Option C, Cash Purchase

We agree to a cash purchase in the sum ofpounds + VAT for the above stated photocopier and accessories. We agree to pay for the above photocopier and accessories on a Pro Forma basis before the equipment is delivered. We agree to be bound by the Cash Purchase Sale Of Goods Terms Of Business (These can be found on www.xdds.co.uk)

Additional Contract Agreed Provisions

Extra Inclusions:

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Signature

Signed on behalf of the customer By signing below you accept our terms and conditions overleaf and confirm you are an authorised signatory

Signed: Name:

Signed on behalf of xpert digital document solutions uk ltd

Signed: Name:

Title: Date:

Direct Debit Instruction

Reference Number (Office Use Only) X D D S

Serial Number (Office Use Only)

Account Name:

Bank Account No:

Sort Code:

Name & Full Postal Address of your Bank or Building Society:

To The Manager:

Address:

Signed:

Date:

Originator's Identification Number

5 5 7 4 0 4

Please pay London and Zurich Plc Direct Debits from the account detailed in this instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this may remain with London and Zurich Plc and if so, details will be passed electronically to my Bank or Building Society.

The Direct Debit Guarantee



The Guarantee is offered by all the Banks and Building Societies that accept instructions to pay Direct Debits.

If there are any changes to the amount, date or frequency of your Direct Debit London & Zurich plc will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request London & Zurich plc to collect a payment, confirmation of the amount and date will be given to you at the time of the request.

If an error is made in the payment of your Direct Debit by London & Zurich plc or your bank or building society you are entitled to a full and immediate refund of the amount paid from your bank or building society.

If you received a refund you are not entitled to, you must pay it back when London & Zurich plc asks you to. You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.