

8) In the event of any amount due in terms hereof not being paid on due date or in the event of the Customer breaching any of the terms of this agreement (all of which terms are deemed material and going to the root of this agreement), UBS shall be entitled forthwith to cancel this agreement, claim all amounts which are in arrears at the date of cancellation and claim (without prejudice to any other relief which it may have against the Customer in lieu of the relief provided to UBS in this clause, whether in common law or otherwise) as pre-estimated liquidated damages either:

- a) The total amount of all UBS's minimum billing charges, referred in clause 2.m hereof above, that would have been paid by the Customer to UBS for that portion of the prescribed initial period, referred to in clause 4.a hereof above, still remaining after the aforesaid cancellation; or
- b) The average of the monthly amounts that UBS has billed the Customer in terms of this agreement for the period prior to the aforesaid cancellation multiplied by the number of months remaining in respect of that portion of the prescribed initial period, referred to clause 4.a hereof above, still remaining after the aforesaid cancellation, whichever is the greater.

- 9)
 - a) This agreement comprises the entire agreement between the parties in respect of the subject matter hereof. The Customer confirms that, save as recorded herein; no representations or warranties of any nature have been made by UBS to it.
 - b) No amendment, variation or waiver of any of the terms and conditions herein contained shall be valid and binding unless reduced to writing and signed by or on behalf of the parties hereto.
 - c) Should UBS instruct an attorney to collect any overdue amount, or take any other action under this agreement for the enforcement of its rights hereunder, the Customer shall be liable to pay such attorney's collection fees and other legal charges on the scale as between attorney and own client, whether Court proceedings have been instituted or not.

- d) The Customer hereby consents to the jurisdiction of the Magistrate's Court in respect of any proceedings arising out of this agreement.
- e) A certificate signed by any Director or Manager of UBS, whose designation and appointment need not be proved, as to any amount owing by the Customer to UBS in terms of this agreement, the fact that such amount is due, owing and payable, the rate of interest payable thereon and the date from which such interest is reckoned, shall be binding on the Customer and *prima facie* proof of the facts stated therein and shall be sufficient to enable UBS to obtain judgment against the Customer in any Court having jurisdiction in terms hereof.

f) The parties hereto agree that each and every clause of this Agreement is to be construed as separate and divisible from each and every other clause herein, and in the event of one or more of such separate and divisible clauses being found to be invalid or unenforceable for any reason whatsoever, the validity of the other clauses and/or provisions generally of this agreement shall not be effected thereby.

g) The Customer chooses as its *domicilium citandi et executandi* the address stated above. Such *domicilium* may be changed by written notice sent by the Customer to UBS by facsimile or registered mail. Any notice delivered to the Customer's chosen *domicilium* shall be deemed to have been received on the date of physical delivery or within 3 (THREE) days from the date of posting.

10) Exclusions:
a) In addition to any and all other exclusions and similar such provisions provided in this agreement, this agreement shall not apply to any Inter Phase Unit (unless such Inter Phase Unit is described as the, or part of the, equipment in the Equipment Schedule overleaf) nor shall it apply to any computer network and/or other such network.

- b) Without derogating from the generality of any other provisions herein contained, this agreement further excludes:
 - i) service or repairs necessitated by or arising out of maintenance or repairs performed without the authorisation of UBS;
 - ii) service or repairs necessitated by or arising out of tampering with the equipment by any person not authorised by UBS;
 - iii) the supply of the drum unit;
 - iv) service or repairs necessitated by or arising out of unsuitable environmental influences;
 - v) network connectivity and/or support thereof; and
 - vi) any damage caused by static electricity, power surges, misuse or any condition arising out of other connected equipment.
- c) In respect of any work carried out by UBS for the Customer in circumstances outside of the scope of this agreement, the Customer shall be liable to UBS therefore at the rate of charges then currently being charged by UBS in respect of equipment not covered by an Equipment Maintenance Agreement.

d) Notwithstanding anything herein contained, UBS shall not be responsible for any loss or damage of whatsoever nature, whether direct or consequential, which the Customer may suffer by virtue of any acts or omissions by UBS and/or its representatives. Further, although UBS shall endeavour to safeguard data contained in the Customer's data storage devices (in the event of the equipment specified in the Equipment Schedule overleaf containing such devices), UBS shall bear no liability in respect thereof in the event of loss of and/or damages to data.

11) Suretyship and conditions:
a) I/We the surety/ies listed in the suretyship section overleaf do hereby bind myself/ourselves jointly and severally as surety/ies and co-principal debtor/s *in solidum* for all amounts which are now or might in the future become payable by the Customer to UBS in terms of the above agreement arising out of or incidental to same and the schedules hereto, both current and future or from any other cause however arising.

- b) I/We renounce the benefits of excussion, division and *cedendarum actionem*, the nature and extent of which I/We acknowledge myself/ourselves to be aware.
- c) No extension of time or indulgence that may be granted to the Customer in the aforementioned agreement at any time, nor any release of any other security or suretyship shall in any way effect my/our liability hereunder.
- d) I/We consent to the jurisdiction of the Magistrate's Court, provided that UBS shall be entitled to institute action in any division of the High Court of South Africa having jurisdiction.

- e) I/We agree to make payment of any legal costs that may be awarded against me/us on an attorney and own client scale.
- f) I/We choose as my/our *domicilium citandi et executandi* for all purposes arising out of this suretyship the address/es set out in the suretyship section overleaf alongside my/our respective signature/s.
- g) I/We indemnify and hold UBS harmless against any claim arising out of or incidental to the aforesaid agreement, its breach or its termination for any reason whatsoever.

- h) I/We warrant and represent that I/we have received and will continue to receive adequate value for the granting of this suretyship.
 - i) I/We hereby agree that where it is contemplated that more than one person will sign surety, I or any of us who may have signed as surety/ies shall be bound *in solidum*, irrespective of whether or not the other or others referred to will have executed this document or become bound in terms hereof.
- j) I/We agree that no termination, cancellation, limitation or variation of my/our obligations in terms of this suretyship shall be of any force of effect unless it is in writing and signed by UBS or its cessionary, in the event of a cession in the terms of the aforesaid agreement.

SIGNED ON BEHALF OF UNITED BUSINESS SOLUTIONS:

Being duly authorised to sign this agreement on behalf of UBS

Name:

Title: Date:

Signature



EQUIPMENT MAINTENANCE AGREEMENT

For Copiers / Printers / Faxes / IP Units / Desktops / Notebook / Servers
ONE AGREEMENT PER EQUIPMENT BETWEEN MANTINO TRADING (PTY) LTD
T/A UNITED BUSINESS SOLUTIONS

DURBAN
12 Sookhai Place
Derby Downs Office Park
Westville, 3629

JOHANNESBURG
19 Trinity Close,
Cambridge Commerical Park
Paulshof, 2191

CAPE TOWN
1st Floor, Block C
Sable Square, c/o
Bosmansdam & Ratanga Road
Milnerton, 7447

Postnet Suite 80, Private Bag X43, Sunninghill, 2157
Tel: 086 001 8500 Fax: 086 607 3555
Reg.No. 2001/030000/07
Hereinafter referred to as "UBS"
AND

Contract Number:

Account Number:

Installation Date:

CLIENT DETAILS

The Customer: _____ (Hereinafter referred to as "The Customer")

Company Reg. No.: _____ VAT Reg. No.: _____

Physical Address: _____ Postal Address: _____

"domicilium citandi et executandi" _____ Code: _____

Primary Contact Name: _____ Email: _____

Print Fleet Contact Name: _____ Email: _____

Accounts Contact Name: _____ Email: _____

Telephone: _____

Sales Representative: _____

SCHEDULE OF CHARGES & EQUIPMENT (MONTHLY EX VAT)

Description of Equipment	Serial Number	Start Meter Reading

Black and White Rates				Colour Rates			
Minimum Billing: _____				Minimum Billing: _____			
FROM	TO	Meter Charge	Cents per image (ex VAT)	FROM	TO	Meter Charge	Cents per image (ex VAT)
Scans : _____ 2c per scan				Scans : _____ 2c per scan			

Maximum Monthly Volume: _____ Images Yield per toner cartridge: _____ mono _____ colour

Yield per drum unit: _____ mono _____ colour

Comments: _____ Initial _____

DEBIT ORDER AUTHORISATION

I/We hereby request Mantino Trading (Pty) Ltd or its cessionary/ies or agent to draw against my/our bank account, wheresoever same may be situated, the charges due to Mantino Trading (Pty) Ltd or its cessionary/ies in terms of this Agreement.

Name of account holder: _____

Bank: _____ Account Number: _____

Branch: _____ Branch Code: _____

Date: _____ Authorised Signature: _____

SURETYSHIP

I/We the undersigned do hereby bind myself/ourselves as surity/ies and co-principal debtor/s in accordance with the suretyship terms and conditions set out overleaf.

_____	_____	_____
Date	Full Name	Signature
_____	_____	_____
Date	Full Name	Signature

DECLARATION

The signatory hereto confirms having read and understood all of the terms and conditions hereof overleaf and hereby agrees to bind the Customer hereto

Name: _____

Being duly authorised to sign this agreement on behalf of the Customer, and to bind the Customer to such terms and conditions.

Title: _____ Date: _____

Signature: _____

Customer

TERMS AND CONDITIONS

- Mantino Trading (Pty) Ltd T/A United Business Solutions hereinafter referred to as UBS agrees to:
 - Where reasonably possible, maintain the equipment specified in the Equipment Schedule overleaf ("the equipment") in an efficient operating condition; provided that UBS shall not be liable for any loss and/or damages, including consequential loss and/or damages, arising from the malfunction or failure of the equipment to function or from any cause whatsoever (including, but not restricted to, any failure, neglect and/or refusal by UBS to so maintain the equipment) and with the Customer hereby waiving any and all claims it may have against UBS in respect of any such loss arising as a result of such malfunction or failure; and provided further that UBS shall not be under any obligation to so maintain the equipment in the event of the Customer not complying with any of the obligations placed upon it in terms hereof.
 - Supply consumables to the Customer at UBS's preferred prices applicable at the date of delivery of such consumables to customers with continuous Equipment Maintenance Agreements.
 - Not charge an additional travelling charge in respect of the maintenance to be provided by it in terms hereof, provided that the equipment is situated within UBS's standard service radius of 50 kilometres from any authorised UBS Service Centre. Maintenance of equipment outside of this radius is subject to additional travelling and time charges.
 - Any repairs or service required by the Customer due to misuse or negligence or outside normal working hours may, at UBS's option, be charged to the Customer in accordance with UBS's current service charges and conditions applicable to equipment not covered by an Equipment Maintenance Agreement. UBS shall be entitled, in its discretion, to modify or replace parts or modules of the equipment when maintaining same; with any such old parts and/or modules which have been so replaced becoming the sole and exclusive property of UBS.
- The customer agrees to:
 - Use paper approved by UBS in the equipment if the equipment uses paper, failing which UBS shall have the right summarily and without notice to suspend the supply of service, parts and/or consumables (without prejudice to any of UBS's other rights and/or remedies), or increase the charges as specified in the Schedule of Charges overleaf without prior notice. It will be deemed, until proven to the contrary by the Customer, that the Customer will be in breach of this clause 2.a in the event of the records of UBS in respect of the Customer's paper and consumables consumption pertaining to the equipment evidencing, when compared to the equipment manufacturer's specifications, that the Customer is obtaining paper which is not approved by UBS.
 - Use consumables obtained only from UBS in the equipment, failing which UBS shall have the right either summarily and without notice to suspend the supply of service, parts and consumables (without prejudice to any of UBS's other rights and/or remedies), or to increase the charges as specified in the Schedule of Charges overleaf without prior notice.
 - Be liable to pay to UBS each month, the monthly service charges calculated in terms of the Schedule of Charges overleaf; which monthly charges include service, parts and labour, but exclude the print head, scanner unit, inter phase unit, laser unit and drum, unless specified otherwise in writing in such schedule.
 - The rate as per the said Schedule of Charges being varied from time to time in accordance with UBS's current pricing schedules, which rates will be maintained at market related levels.
 - Provide access at all times during normal working hours to any authorised representative of UBS for any of the purposes of this agreement.
 - Accept liability for damage to the equipment if damage is due to negligence, misuse or causes other than ordinary use on the part of the Customer or its employees or persons who have access to the equipment. UBS will charge the Customer at its then current rate applicable to equipment not covered by an Equipment Maintenance Agreement, for repairs necessitated by any such causes.
 - Pay amounts due to UBS (including, but not restricted to, any amounts due to UBS in terms of the Schedule of Charges) on or before the due date for payment thereof, failing which UBS shall have the right, summarily and without notice, to suspend the supply of service and/or consumables until all outstanding amounts due to UBS are paid (without prejudice to any of UBS's other rights and/or remedies). In the event of this account not being paid within 7 days of invoice interest will be charge at a maximum rate permissible in law.
 - In the event of the equipment being a photocopier, supply UBS, in a manner determined by UBS from time to time, with a meter reading for the equipment every month.
 - In the event of the Customer wishing to re-site the equipment, inform UBS in writing at least one week in advance of the equipment being re-sited, so as to ensure that no other party (other than UBS) attends to such re-siting. In respect of any such re-siting attended to by UBS, the Customer agrees to pay UBS's re-siting and installation charges at UBS's then current pricing. In the event of the equipment being re-sited by any person other than UBS, then the Customer shall be responsible for any damage/s to the equipment during such re-siting and for this purpose it shall be presumed (until the contrary is proved) that any defect/s and/or damage/s to the equipment, brought and/or coming to UBS's attention during and/or subsequent to such re-siting and prior to and/or on UBS completing its next inspection of the equipment, shall have been incurred during such re-siting.
 - UBS ceding and/or assigning its rights and/or obligations under this agreement without prior notice to the Customer.
 - If applicable, upgrade or acquire additional back-up equipment from UBS should the maximum allowable monthly volume of the equipment be exceeded (as specified in the Equipment Schedule overleaf).
 - UBS being entitled, in the event of such maximum allowable monthly volume being exceeded in any month, to recalculate the monthly charges to be paid by the Customer in terms of clauses 2.c hereof above at an increased rate to be determined by UBS in light of the extent of such exceeding of such monthly volume. Such increased rate may from time to time thereafter be varied by UBS, which rate will be maintained at market related levels.
 - In the event of the Customer's billing in any month not exceeding UBS's minimum monthly billing of R150.00 plus VAT, or as stipulated in the schedule of charges here to, it is an agreed term of this contract that the Customer shall be liable for and shall pay such minimum billing charge in respect of any such month, which minimum billing charge may be varied by UBS from time to time and which rate will be maintained at market related levels.
 - Authorise UBS to carry out any checks and / or traces that they deem fit with any registered credit bureau or credit reference and also to list me with any credit bureau in the event of my defaulting in payment in terms of this agreement.
 - Spare toner is not included within the scope of this agreement, and is therefore specifically excluded.
- In the event of the equipment being a photocopier, fax or printer and in the event of the monthly service charge due in terms of this agreement being inclusive of toner and / or drum unit, this agreement shall be subject to the following terms and conditions:
 - The equipment having a normal yield per container of toner and / or drum unit of the number of copies specified in the manufacturers equipment specification. In the event of the equipment having a yield per container of toner and / or drum yield less than such normal yield, the customer shall immediately become liable to pay for toner or drum used by the equipment, in addition to the monthly service charges due in terms of this agreement. In such circumstances UBS may also increase such service charges, without notice and with immediate effect.
 - UBS shall have the right to increase the service charges due by the Customer to UBS in terms of this agreement, in the event of toner and / or drum prices increasing due to any reason whatsoever, without any notice of such increase being required to be given by UBS to the Customer.
 - The Customer shall be entitled to give 30 days prior written notice to UBS that it wishes to revert to an Equipment Maintenance Agreement where the service charges do not include toner and / or drum, whereupon UBS shall, with effect from the first day of the month following the expiration of the said 30 day notice period, vary such service charges due by the Customer to UBS in terms of this agreement, to bring same in line with the rate of charges then currently being charged by UBS in respect of other Customers with Equipme nt Maintenance Agreements having as the subject matter thereof the same type of equipment and where such service charges in terms thereof are exclusive of toner.
- Duration of Agreement:
 - This agreement shall commence on date of installation of the equipment as specified in the Equipment Schedule overleaf and sh all continue for the prescribed initial period of 60 (SIXTY) months from such date of installation, prior to the end of which the Customer shall not be entitled to terminate this agreement. The Customer shall have the right to terminate this agreement upon no less than 90 days prior written notice to UBS to expire at the end of the said prescribed initial period. Thereafter, the Customer shall only be entitled to terminate this agreement on an anniversary of the date of installation of the equipment, provided that in such latter case the Customer shall be required to give not less than 90 days prior written notice thereof to UBS. In the event of the Customer not terminating this agreement in terms of the provisions of this clause 4.a, the Customer shall continue to be bound by the terms of this agreement, which will remain in full force and effect until so terminated by the Customer in terms hereof (subject to UBS's right to cancel this agreement at any stage as provided for and/or envisaged in this agreement).
 - For the purposes of clause 4.a hereof above, "written notice" shall mean written notice transmitted via tele facsimile or delivered by hand to UBS.
 - Notwithstanding the provisions of clause 4.a hereof above, in the event of UBS being unable, due to no fault of its own, to supply parts required for and/or consumables used by the equipment, and/or in the event of UBS no longer having technicians and other such personnel with the necessary technical expertise in order to maintain the equipment in an efficient operating condition due to the technology used in such equipment being rendered outdated, or in the event of this agreement no longer being profitable for UBS, the Customer hereby agrees that UBS shall be entitled to cancel this agreement on 30 days prior written notice given by it to the Customer at its above address. On such cancellation by UBS, either party to this agreement shall have no further rights and/or obligations in respect of the other arising out of and/or in terms of this agreement, other than UBS's right to claim payment of any amounts due by the Customer to UBS in terms of this agreement and the Customer's reciprocal obligation to make payment thereof to UBS.
- Additional Training:

The Customer hereby acknowledges and confirms that when supplying the equipment to the Customer, UBS provided the Customer with instructions on how to use the equipment. In the event of the Customer requiring further instructions and/or training in respect of the use of the equipment, then UBS agrees to attend to such further instructing and/or training where reasonably possible and the Customer agrees that it shall be liable for and shall pay to UBS, UBS's charges in respect of such instructing and/or training at the then prescribed rate that UBS so charges therefor.
- In the event of the Customer obtaining consumables, spares and/or servicing in respect of the equipment from any other party other than UBS, same will be regarded as being a breach of this agreement, *inter alia*, entitling UBS to the remedies provided for in clause 8 hereof below.
- The Customer agrees that it may not cede and/or assign any of its rights and/or obligations under this agreement without the prior written consent thereto of UBS being obtained.