



GENERAL TERMS AND CONDITIONS –

PRINT SCHEDULE

1. Service Schedule application

- 1.1 The terms of this Schedule apply where the Supplier is supplying Print services to the Customer, as described in the Solutions Document. In accordance with the General Terms and Conditions, these terms take precedence over any other terms in respect of the supply of Print services in the case of any inconsistency.

2. Supply terms

- 2.1 The terms set out in Appendix 1 below apply to the Print services provided to the Customer.
- 2.2 Reference to “we”, “us”, and “our” is a reference to the Supplier and references to “you” and “your” refer to the Customer.

Appendix 1

1. Definitions

In the Agreement, the following definitions shall apply unless the context otherwise requires:

- 1.1 the Agreement means this agreement;
- 1.2 the Charges are the charges for the Print Services as set out in the Purchase Order/Solutions Document and any other charges that may be payable under the terms of this Agreement;
- 1.3 the Commencement Date means the commencement date indicated on the Purchase Order/Solutions Document or, in the event that no date is indicated, the date that the Purchase Order/Solutions Document is signed by you;
- 1.4 the Date of Installation means the date upon which the Equipment is installed by us at the Location;
- 1.5 the Deposit means 20% of the Price (plus GST).
- 1.6 the Equipment means the items specified in the Purchase Order/Solutions Document and can include services, software, or supplies;
- 1.7 the Extended Term means each consecutive period of one calendar month commencing on the day following the end of the Minimum Term.
- 1.8 the Minimum Term means the period as set out in the Purchase Order/Solutions Document;
- 1.9 the Rental Agreement means an agreement between you and a finance company relating to the purchase and rental of the Equipment;
- 1.10 the Conekt Rental Agreement means an agreement between you and us relating to the purchase and rental of the Equipment;
- 1.11 the Location means the location specified in the Purchase Order/Solutions Document or such location as the parties agree in writing from time to time;
- 1.12 the Price means the price of the Equipment set out in the Purchase Order/Solutions Document;
- 1.13 the Services means the Services to be provided by us as set out in the Purchase Order/Solutions Document; and
- 1.14 the Software means the computer programs incorporated into any Equipment and/or which are supplied separately by us under the Agreement.

2. Term

- 2.1 The Agreement is for the Minimum Term as set out in the Solutions Document. Either party may give the other party a written notice, at least 60 days before the expiry of the Minimum Term, that it intends that the Agreement ends at the expiry of the Minimum Term, otherwise the Agreement will be extended for an Extended Term and, successive Extended Terms until a party gives 30 days notice of its intention for the Agreement to end. During each Extended Term, you must continue to pay the Charges.
- 2.2 The Agreement applies to all items of Equipment individually. Should any one item fail, it will not affect the rights and liabilities of either party in respect of the other items of Equipment.

3. Third-Party Rental or PPA

- 3.1 This clause 3 applies where you are acquiring or accessing the Equipment through a Rental Agreement or Print Purchase Agreement (**PPA**) that you enter into with a third party.
- 3.2 You shall ensure that a Rental Agreement or PPA is concluded on terms satisfactory to us and implemented to our satisfaction, such that we are paid in full by the third party within 4 weeks from the Commencement Date or such longer period as we may specify in writing.
- 3.3 We shall give you such reasonable co-operation, as we consider appropriate in order to ensure that a Rental Agreement or PPA is concluded and we are paid in accordance with clause 3.2.
- 3.4 You warrant that you will comply with the terms and conditions and pay all associated fees of any such Rental Agreement or PPA.
- 3.5 In the event that you are not able to secure a Rental Agreement or PPA Agreement in accordance with clause 3.2, you shall become obliged to purchase the Equipment in accordance with clause 5 below.

4. Conekt Rental Agreement

- 4.1 This clause 4 applies where you are accessing the Equipment through a Conekt Rental Agreement with us.
- 4.2 In the event that you agree to access the Equipment from us by way of a Conekt Rental Agreement you agree to pay us the Charges as set out in the Solutions Document.
- 4.3 You agree that the title in the Equipment shall not pass to you at any time under a Conekt Rental Agreement.
- 4.4 You agree to store the Equipment in the agreed Location, which you will ensure is safe, secure and suitable.
- 4.5 You agree to give us at least 14 days' notice in writing should you wish to move the Equipment. We must expressly authorise you in writing before moving the Equipment.

- 4.6 We reserve the right to charge you for the decommissioning and/or the re-commissioning of the Equipment due to the relocation of the Equipment.
- 4.7 At the end of the Term you agree to return the Equipment at your expense. At the time for return we will advise you of the address for return (which will be a location not more than 50kms from our offices).

5. Purchase

- 5.1 In the event that you agree to acquire the Equipment from us by way of purchase, including as a result of you failing to secure a Rental Agreement, you shall purchase the Equipment in accordance with this clause 5. The time for payment of the Price or any part thereof shall be of the essence of the Agreement.
- 5.2 You shall pay the Deposit to us;
- (a) on the Commencement Date;
 - (b) or, where you are obliged to purchase the Equipment in accordance with clause 3.5, within 5 working days of the date you become so obliged.

Except to the extent required by law, the Deposit is not refundable.

- 5.3 The balance of the Price outstanding after payment of the Deposit shall be paid in full by you to us upon delivery of the Equipment to the Location. If, for whatever reason, the Deposit has not been paid prior to delivery, the full Price shall be payable upon delivery.
- 5.4 For any reason should full payment not be received on delivery of the Equipment we reserve the right to remove the Equipment from the Location and charge you all associated administration costs.

6. Delivery

- 6.1 Delivery dates and/or times are business estimates only and while every effort will be made to meet them, we will not accept any responsibility or liability if any delivery dates and/or times are not met.
- 6.2 You agree to inspect the Equipment upon delivery and notify us, in writing, immediately but no later than 5 working days from date of delivery, of any defects found, failing which you will, subject to any other rights at law, only be entitled to return the Equipment with our express authority.
- 6.3 We reserve the right to make a charge for delivery of any Equipment requested by you and also a separate charge for collection and disposal of any existing equipment which we will calculate and advise you at the time.

7. Title

- 7.1 The title in the Equipment being purchased under clause 5 will not pass to you until payment of the Price is received by us in full.
- 7.2 If you access the Equipment by way of a Rental Agreement title in the Equipment will not pass to you.

- 7.3 You agree that for any Equipment that you request us to remove from your premises, you will ensure that any amount owing in respect of a Rental Agreement or Print Purchase Agreement, or any other finance agreement in place in respect of the Equipment, has been paid out in full and you will do everything necessary to ensure that title in that Equipment is transferred to us.

8. Risk

- 8.1 The risk of loss or of damage to the Equipment shall pass to you at the moment the Equipment is delivered to the Location. Where you choose to collect the Equipment, risk shall pass when the Equipment is collected.
- 8.2 Until title to the Equipment has passed to you pursuant to clause 7 you agree that we shall be entitled at any time and without notice to you to repossess the Equipment and for that purpose enter any premises where the Equipment is located.

9. Cancellation of Equipment Order before Delivery

- 9.1 In the event that, before delivery, you cancel a signed digital or paper agreement, accepted quote, or any other form of order for any Equipment or Software we shall be entitled to charge You a cancellation charge of no more than 30% of the Price (less any Deposit paid). This cancellation fee will be invoiced to You within 90 days of your notification of cancellation. If we have obtained your direct debit details in a signed agreement, we are entitled to use these to settle the outstanding amount 7 days after the cancellation invoice has been issued.
- 9.2 You acknowledge that:
- (a) the cancellation fee referred to in clause 9.1 represents a genuine pre-estimate of the loss that we suffer as a result of ordering Equipment from our third-party supplier and the reasonable costs associated with cancelling the order and/or repurposing the ordered Equipment;
 - (b) the cancellation fee set out in clause 9.1 above may be in addition to any other charges that arise in relation to cancelling an agreement for financing or renting the Equipment that you may have entered into with us or a third party; and
 - (c) an order for Equipment or Software cannot be cancelled after delivery.

10. Suitability

- 10.1 You warrant that any Equipment ordered from us is suitable for your purpose and that the Equipment so ordered is compatible with any software, network or other items to which the Equipment is to be linked.
- 10.2 We do not accept any liability whatsoever should you have ordered Equipment from us which is later deemed to be unsuitable for your requirements.

11. Service Obligations and Acknowledgements

Our Obligations

- 11.1 We (or our print partners or subcontractors) shall provide all parts and labour in order to carry out the Services of the Equipment specified under an order, to the manufacturer's approved standards.
- 11.2 We (or our print partners or subcontractors) shall provide the Services during its normal business hours, which are 9.00 am to 5.00 pm, Monday to Friday excluding Public holidays.
- 11.3 In response to a call for maintenance by you, we (or our print partners or subcontractors) shall use our best endeavours to attend the Location within four working hours, in accordance with clause 11.1, from the time of your call for maintenance being recorded during our normal business hours.
- 11.4 The response time for which we (or our print partners or subcontractors) shall endeavour to achieve, as set out in clause 11.3, is not of the essence of the Agreement.
- 11.5 We (or our print partners or subcontractors) shall provide the Services with reasonable skill and care.
- 11.6 The obligations set out above in clause 11.1 to 11.5 do not apply in respect of machines that are on a "Toner only plan" as identified in the Solutions Document or notified to you in writing after the Minimum Term. Any servicing and parts required in respect of machines on a "Toner only plan" (where only toner is supplied) will be charge on a time and materials basis at our then current rates.

Your obligations

- 11.6 You agree to operate the Equipment in accordance with the manufacturer's operating instructions.
- 11.7 We reserve the right to charge you for remedying faults if the Equipment is used otherwise than in accordance with the manufacturer's operating instructions.
- 11.8 Unless otherwise agreed in writing you agree to pay in full our invoices within 7 days from the invoice date. Time for payment shall be of the essence and late payment is a repudiatory breach of the Agreement, which without prejudice to any other remedy available to us under the Agreement we are entitled to suspend the provision of the Service hereunder and/or terminate the Agreement and charge interest on late payments.
- 11.9 You agree to submit meter readings to us for the Equipment monthly, or at our request and/or to allow our representative access to obtain such meter readings in order to calculate the relevant Charge for the Services. In the absence of suitable meter readings being available, we reserve the right to submit an estimated invoice to you for our Charges. You must give up-to-date meter readings at requests for additional toner, whether these are made via the call centre or the web.
- 11.10 You agree to allow our representative or agent access to your premises at any time during our normal working hours in order that we may inspect, service or test the Equipment and provide us with assistance that we may require from time to time to perform our obligations under this Agreement.
- 11.11 You agree not to copy, modify, merge, decompile, or make available or disclose any Software supplied by us in accordance with the Agreement, in whole or in part to any third party, except where permitted by law.

- 11.12 You agree to make full back up copies of all your data prior to us conducting any work on your systems and that you will implement effective audit controls, data security measures and virus controls at all times.
- 11.13 You are responsible for and liable for damage to the Equipment arising out of negligence or misuse or environmental factors, including electrical storms, damage to Equipment arising out of the use of consumables other than those provided by us, denial of reasonable access to perform the Services.

12. Third-Party Contracts

12.1 You acknowledge that:

- (a) we supply the Services and Equipment to you pursuant to the terms and conditions of various third-party supply agreements;
- (b) where we are unable to perform an obligation to you under this agreement as a result of any third-party breach or failure to perform any of its obligations under its supply agreement with us, those obligations are suspended or released for the period in which our ability to perform them is impacted as above;
- (c) the Equipment supplied contains third party Software and we are not liable to you for the performance or operation of the third-party Software;
- (d) the Equipment is supplied by a third party and we give you no warranty in respect of the Equipment except as set out in this Agreement or required by law;
- (e) any warranty provided under, and any warranty period referred to in the third-party Equipment manufacturer's documentation refers to the manufacturer's warranty, not a warranty provided by us. We will use reasonable endeavors to pass any warranty given by the manufacturer or supplier on to you to the extent that we are required to do so in order for you to receive the benefit of such warranty however, we are not the third-party manufacturer's agent and any obligations we have as supplier of the Equipment to remedy any failure are limited under the Australia Consumer Law.
- (f) we (or our partners) are authorised to install a Conekt Device manager (CDM) on a local pc or Server. The CDM uses a small software program called (DCA) to perform periodic scans of the equipment on your environment. The data is then sent to the Printanista® hosted server so no additional information is written to the computer's disk drives. DCA is compatible with Internet proxy servers. It will enable us to remotely collect meter reads, automate supplies fulfillment and report service information for managing fleets of copiers, printers, fax machines, and multi-function devices.
- (g) we (or our partners) are authorised to install OPS Printer / CSRC – (DCA) Data Collection Agent on your server. This is a software application that is installed to collect metrics of network connected imaging devices or local attached printers (as long as an agent is installed and running). The DCA runs as a Windows service (or optionally, as scheduled task), allowing it to operate 24 hours a day, 7 days a week. It will enable us (or our partners) to remotely collect meter reads, automate supplies fulfillment, report service information and trouble shoot faults of copiers, printers, fax machines, and multi-function devices.

13. Service Charges

- 13.1 Charges will be invoiced to you monthly based on usage or fixed monthly charges set out in the Solutions Document.
- 13.2 During the Minimum Term, we may increase Services Charges on a six-monthly basis with notification to you to reflect increases in the costs of providing the Services. The increase will be capped at 7.5% per each increase during the Minimum Term (or 20% per each increase during the Minimum Term in respect of pre-owned machines). After the expiry of the Minimum Term, we will advise you of the Charges that apply for any Extended Term as the costs in relation to Charges may have changed significantly. Where the Charges have increased for the Extended Term you will have the option to cancel the Services.
- 13.3 We shall levy additional Charges to work required by you due to the following:
- (a) external forces outside of our control including accident, disaster or burglary;
 - (b) work required outside of our normal working hours as set out in 11.2;
 - (c) errors caused by Software not supplied by us;
 - (d) faults or damage caused by your negligence;
 - (e) data being lost or damaged due to no fault of us or due to you not complying with 11.12;
 - (f) the connection of accessories, fittings or the use of supplies that have neither been approved and/or supplied by us;
 - (g) the malfunction of any other item of equipment, software or network to which the Equipment is linked.
 - (h) Where the Equipment concerned has been supplied by another party and has been in your possession prior to the commencement of the Agreement we reserve the right to charge you for bringing the Equipment up to a proper serviceable condition.
- 13.4 Consumables including such items as paper, labels, transparencies, staples and toner cartridges shall, unless otherwise specified, be charged to you separately at our rates.
- 13.5 Where Services are calculated on a cost per print/copy/scan basis, we will use the meter readings to determine usage and calculate its charges accordingly. Charges are based on A4 prints/scans. In the absence of a fixed charge for A3 size prints/copies/scans these will be charged at twice the A4 rate.
- 13.6 Service contracts shall be charged at frequencies as indicated by the Purchase Order and shall be charged in advance unless otherwise indicated by using writing.
- 13.7 All consumables and consumable spare parts including (but not limited to) toners, developers, fuser oil and fuser rollers, supplied to you for use in the Equipment under a toner inclusive print/copy/scan Charge arrangement, as set out in the Purchase Order, shall remain our property until consumed by you in operation of the Equipment. We shall be entitled at any time and without notice to you to enter any premises where the Equipment is located to repossess such items. Toner supplied in excess of the manufacturer's recommended consumption rates (i.e. 6%-page coverage for B&W and colour copiers/printers) will be charged for separately at our prevailing rates. This charge for excess toner will be made after periodic meter readings have been taken and compared to toner issuance.

- 13.8 You shall not be entitled to set off any amount due to you by us against any amount due by you to us, whether under this Agreement or otherwise.
- 13.9 In the event that you request payment for the Services provided to be collected by the finance company, without prejudice to any other Condition herein, the Agreement shall continue for the Minimum Term regardless of whether or not the leasing/rental arrangement is settled.
- 13.10 We are entitled to a minimum monthly Charge of \$25 per machine where a usage calculation would be below that amount.
- 13.11 You acknowledge that all Charges made exclude GST unless specified in writing by us.
- 13.12 Merchant fees will apply for any credit card transactions.
- 13.13 We are entitled to charge you for the cost of freight for all required consumables.

14. Liability:

- 14.1 Except for the terms of the Agreement, you agree that all other conditions, warranties, terms, representations and undertakings express or implied or any duty under Australian law, are to the fullest extent permitted by law, excluded from the Agreement.
- 14.2 Our liability for damage to your property when we attend your premises caused by us, or the negligence of our employees, shall be limited to \$5,000 (five thousand dollars) in aggregate in respect of any one claim. If that limit is not adequate for damage that could be caused on your premises, you agree to take up your own additional insurance cover.
- 14.3 Under no circumstances will we be responsible for providing maintenance services in respect of Software, which we have not supplied to you.
- 14.4 You acknowledge that any Software supplied by us is not manufactured by us and accordingly our sole liability to you, to the extent allowed at law, in respect of the Software is to pass on the benefit of any guarantee or warranty given to us in respect of the Software to the extent that this is possible. You shall be responsible for ensuring that all appropriate virus checks are carried out on or before the loading of the Software onto your Equipment.
- 14.5 We do not warrant that the operation of any Software supplied by us shall remain either uninterrupted, error-free or that any specific requirements notified by you to us will continue to be met in the event of your operating systems being altered after the Date of Installation.
- 14.6 We shall not be liable to you for any delay in carrying out any of our duties caused by strikes, lock-outs, fire, accidents, defective Equipment or any other cause beyond our reasonable control.

15. Termination:

- 15.1 Either party may terminate the Agreement at any time after the Minimum Term by giving the other party at least 30 days written notice.

- 15.2 In the event that the Agreement is terminated by either party prior to the end of the Minimum Term you shall pay to us:
- (a) any outstanding sums due and will fall due during the notice period to us;
 - (b) any amounts owing in respect of the rental or financing of the Equipment up to the end of the Minimum Term; and
 - (c) other than where the Agreement is terminated for our material breach:
 - (i) an early termination fee being the lesser of (i) three (3) months Charges (being an amount equal to the monthly average of the Charges paid by you over the previous six (6) months (or less if billing has been in place for less than 6 month) multiplied by three (3) or (ii) if there are less than three (3) months remaining on the Minimum Term, then the equivalent of the Charges due up to the date of expiry of the Minimum Term (again determined by the monthly average of Charges paid by you over the previous six (6) months); and
 - (ii) an administration charge of up to \$1000 to process and co-ordinate the termination and termination activities.
- 15.3 You acknowledge that the early termination fee set out in clause 15.2 is a genuine pre-estimate of loss (including but not limited to loss of profit and recovery of sunk costs) that would arise for us where an Agreement is terminated prior to the expiry of the Minimum Term.