



KONICA MINOLTA
SOUTH AFRICA

ALL-IN MAINTENANCE AGREEMENT

between

MINOLCO (Pty) Ltd (Reg. No. 1997/010942/07)
trading as Konica Minolta South Africa
(Konica Minolta)
(VAT Reg. No. 4370151468)

and

Bergrivier Municipality

(The Customer)

(VAT Reg. No. 4000846172)



a member of the
Bridgestone Group

ALL-IN MAINTENANCE SERVICE AGREEMENT SCHEDULE

CUSTOMER: Bergvrierv Municipality
 Invoicing address: Po Box 60
Piketbera
7320
 Tel. No: 022 913 1126

ORDER NO _____ DATE 4/02/09
 Installation address: * Munisipale kantore
Piketbera Landstraat
Standard Bank Gebou 7320
 Tel. No: _____
 Distance from servicing centre 110 km

MODEL	SERIAL NO	COPY VOLUMES	MONTHLY COPY CHARGES	
			RATES PER A4 COPY EXCL. VAT	INCL. VAT
B 163	4115264	BLACK & WHITE ALL COPIES @	5.33 CENTS	6.08 CENTS
DF-502	621030997	TO	CENTS	CENTS
PF-502	62109106	TO	CENTS	CENTS
		TO	CENTS	CENTS
		TO	CENTS	CENTS
		COLOUR ALL COPIES @	CENTS	CENTS
		TO	CENTS	CENTS
		EXCESS B&W COPY CHARGE	8.00 CENTS	9.12 CENTS
		EXCESS COLOUR COPY CHARGE	CENTS	CENTS

MONTHLY MINIMUM CHARGE
 Monthly Committed Copy Volume/Service Charge: R 53.34
 TOTAL: (excluding VAT) R 53.34
 TOTAL: (including VAT) R 60.78

Recommended maximum monthly copy volume:
 Copies 10 000 B/W _____ Colour _____
 Period 36 months
 Copies included 1000 B/W _____ Colour _____

PLEASE ENTER "YES" OR "NO" AS APPLICABLE

CONSUMABLES CHARGEABLE	
OTHER ADDENDA TO THIS AGREEMENT	
SOFTWARE SUPPORT FOR CONTROLLER INCLUDED IN COPY CHARGE	

ACCEPTED BY CUSTOMER:
 Name (Print): A. PEREIRA
 Capacity: ACCOUNTANT
 Signature: [Signature]
 Date: 4.02.2009
 Witness: _____

ACCEPTED BY KONICA MINOLTA:
 Capacity: CA BRANCH MANAGER NATIONAL ADMIN MANAGER
 Signature: [Signature] [Signature]
 Date: 09/02/2009 5/2/09

FOR OFFICE USE ONLY
 CONTRACT NO: 402 90943
 CUST. NO: 4125942 / 1014876 AM 13095601
 MEAS POINT BW 242032 / COL _____
 ADDN TO EDP: 9102/09
 EQUIPMENT NO: 10396442
 REP CODE/CODES: 5121
 INTERNET ACCESS NO M/R E-MAIL ADDRESS _____

SERVICING BR/DLR: P001
 DEALER NO: _____ GROUP A/C NO: _____
 INSTALLATION DATE: 30 January 2009
 OPENING M/R 10 B/W _____ COLOUR _____
 CONTACT PERSON: Mogheeta
 TELEPHONE: 022-91378020 EXT.: _____
 CONTRACT START DATE: 01/02/09

GENERAL CONDITIONS OF ALL-IN-MAINTENANCE AGREEMENT FOR COPIERS, FACSIMILE MACHINES AND LASER PRINTERS

These are the general conditions which will apply if the Customer's order is accepted by Konica Minolta. "Konica Minolta" means Minolco (Pty) Ltd trading as Konica Minolta South Africa or its cessionaries, delegates, assignees or successors in title.

1. This Agreement shall commence on the date (as certified by Konica Minolta and as noted as "Start Date" on the Schedule) the equipment is installed and shall continue in force for the full period as noted on the Schedule. Thereafter, this Agreement will remain in force for further monthly periods unless terminated by either party giving to the other not less than 30 (thirty) days written notice by registered post.
 2. (a) (i) The Customer shall pay Konica Minolta the total monthly minimum charge if any, and the additional copy charges if any, calculated at the rate specified in the Schedule, monthly in arrears upon presentation of invoice. Konica Minolta shall be entitled to charge interest on all overdue accounts at the rate of 2% above the prime lending rate charged by its bankers or any cessionary.
 - (a) (ii) For purposes of this Agreement, "copies" are defined as including all A4 copies or prints, whether colour or black and white.
 - (b) If applicable, monthly copies shall be determined by means of the meters attached to the equipment. Reading of such meters will be, in the first instance, the responsibility of the Customer who undertakes to provide Konica Minolta with monthly meter readings upon telephonic or electronic request being made by Konica Minolta. Konica Minolta however, reserves the right to check the readings from time to time. Access to the Customer's premises shall be subject to the Customer's security regulations in force from time to time.
 - (c) The Customer acknowledges that where a recommended maximum monthly copy volume has been entered onto the Schedule, any copy volumes made in excess of this maximum monthly copy volume, will cause excessive wear and tear in breach of Clause 4(b) below and the excess copy charge will apply to such excess copy volumes.
 - (d) In the event of a breakdown or malfunction of the copy meters, monthly volume for billing purposes shall be established by reference to the average copy volume over previous months.
 - (e) Monthly billing is assessed on the basis of monthly committed copy volume/service charge or accrued copy charges, whichever is the greater.
 3. Konica Minolta shall provide a maintenance service for the equipment during the period of this Agreement in accordance with the following provisions:
 - (a) (i) It will, subject to the provisions of this Agreement, make inspections, carry out such adjustments and repairs and replace such parts as Konica Minolta or its authorised Dealer may deem necessary to keep this equipment in good working order throughout the period of this Agreement.
 - (ii) Where a Digital Controller is part of the initial equipment installed, Konica Minolta will provide technical service for this Controller throughout the period of this Agreement. Konica Minolta's software support obligation which is included in the price of the controller, will be limited to the installation, connection and commissioning of the Digital Controller on the Customer's network. Thereafter, all software support services will be supplied to the Customer by Konica Minolta on a quoted time and materials basis at the rates in place from time to time or by an adjustment to the copy service charges to cater for such software support, such adjustment to be confirmed on the Schedule to this Agreement.

Where a Digital Controller is added onto an existing equipment configuration, then Konica Minolta will provide technical service for this Controller for the balance of the Agreement. Other than the installation, connection and commissioning of the Digital Controller, all of which costs are included in the price of the Controller, all software support services will be supplied to the Customer by Konica Minolta on a quoted time and materials basis at the rates in place from time to time or by an adjustment to the copy service charges to cater for such software support,
 - such adjustment to be confirmed on the Schedule to this Agreement.
 - (iii) Where the equipment installed is a refurbished or second-hand model, the on-going supply of replacement spare parts are dependant on them being available from Konica Minolta's Supplier.
 - (b) (i) The copier consumables supplied under this Agreement, if any, are those necessary to produce black and colour copies, but excludes the supply of throughput material such as paper, film, staples etc. Any staples supplied for any equipment will be supplied and charged for at an agreed contracted price.
 - (ii) Where the equipment is a plain paper facsimile machine or a laser printer, the supply of the image cartridge which includes toner, or toner or starter supplied separately, will be charged at the current price.
 - (iii) Where the equipment installed is a refurbished or second-hand model, the on-going supply of replacement consumables are dependant on them being available from Konica Minolta's Supplier.
 - (c) Konica Minolta shall not charge for any routine maintenance, any repair work done, or for any replacement parts, where the need for such work or parts arises only from fair wear and tear. However, if the repair arises out of carelessness or misuse in operation, careless handling, damage caused as a result of floods, fire, riots, acts of God, adjustments or repairs made by any person other than Konica Minolta or its authorised Dealer, or the use of throughput material such as paper, film, staples etc. not approved by Konica Minolta, a charge will be levied at the prevailing rates and charges as determined by Konica Minolta from time to time.
 - (d) Konica Minolta will be entitled to charge for any work carried out at the Customer's request where work is to be done outside of Konica Minolta's normal business hours.
 - (e) Where the Customer is obliged to pay a charge for any work, travelling or replacement parts, the charge shall be payable at Konica Minolta's then prevailing rates and charges as determined by Konica Minolta from time to time.
 - (f) Konica Minolta offers service free of travelling charge within a 50km radius from the allocated Konica Minolta or authorised Dealer servicing centre. If, however, the location of the equipment is outside of this 50km radius, a travelling charge will be levied, this charge to be at Konica Minolta's prevailing rates as determined by Konica Minolta from time to time.
4. During the period of this Agreement the Customer shall:
 - (a) (i) provide for the equipment such place with such electrical connection or telephone connection, if applicable, as Konica Minolta considers suitable. Once installed, the equipment may not be moved without Konica Minolta's prior consent;
 - (ii) Konica Minolta will move the equipment to a new site (whether or not in the premises in which it was originally installed) if so requested by the Customer, provided that the Customer shall pay Konica Minolta the cost of so doing, based upon Konica Minolta's charges prevailing at the time, and as determined by Konica Minolta. In the event that the Customer, or anyone else, other than Konica Minolta, so moves the equipment, the Customer shall be liable to pay to Konica Minolta, for any repairs, new or substituted parts or materials required as a result of such a move;
 - (b) use the equipment with care and take reasonable precautions to avoid accidents and to safeguard it from loss or damage and excessive wear and tear;
 - (c) notify Konica Minolta immediately of any loss of, or damage to, the equipment or part thereof or any failure of the equipment to function;
 - (d) not repair the equipment nor have it repaired by anyone else other than Konica Minolta or its authorised Dealer in terms of clause 3;

- (e) not use any part or component for the equipment including black toner, if applicable, which has not been supplied by Konica Minolta and shall not use throughput material such as paper, film, staples etc. which has not been approved by Konica Minolta;
- (f) allow Konica Minolta or anyone authorised by Konica Minolta to inspect and examine the equipment and the copy counting device, if applicable, at all reasonable times, subject however, to the Customer's security regulations in force from time to time;
- (g) use the equipment only for the purpose for which it has been designed, and in accordance with Konica Minolta's instructions;
- (h) acknowledge that the photoconductor drum, heater rollers, transfer rollers, thermal heads and image units, whichever is applicable to the equipment, is prone to damage and must therefore be treated with special care; failing which Konica Minolta shall, notwithstanding anything to the contrary herein contained, not be obliged to repair or replace them or any of them free of charge;
- (i) nominate a responsible person to act as key operator for the unit (such initial person to be trained by Konica Minolta free of charge).
5. Konica Minolta shall be exempted from and shall not be liable under any circumstances whatever for any loss of profit or other special damages or any indirect or consequential damages of any nature, whether in the contemplation of the parties or not which the Customer may suffer as a result of any breach by Konica Minolta of any of its obligations to the Customer.
6. (a) Konica Minolta may vary any of the terms of this Agreement by giving the Customer written notice of the variations at least 30 (thirty) days before they are due to take effect.
- (b) The Customer shall thereupon have the right to terminate this Agreement with effect from the date on which the variations are due to take effect by giving written notice to Konica Minolta within 15 (fifteen) days from the date he received Konica Minolta's notice of the variations, failing which the variations will be binding on the Customer.
- (c) Notwithstanding the foregoing, Konica Minolta shall be entitled to review and increase the copy/service charges/fees set out in the Schedule hereto on an annual basis; such increases to take effect only from the anniversaries of the date of installation of the equipment and to be notified to the Customer not less than 30 (thirty) days prior to any such anniversary, and provided each such increase does not exceed 10% of the existing copy/service charges/fees, then this shall not be a variation entitling the Customer to terminate this Agreement in terms of paragraph (b) of this clause. Konica Minolta's charges/fees will however, always remain market related.
- (d) Konica Minolta's review of charges/fees as contemplated in paragraph (c) of this clause is designed to cater for the effects of inflation and other increases in labour and travelling costs, and assumes that Rand : foreign currency exchange rate fluctuations will be of a minor nature. If, however, unfavourable exchange rates are experienced, Konica Minolta reserves the right, at any time, to review the charges/fees applied under this Agreement, to cater for such unfavourable exchange rates. Such a review will be construed as a variation as noted in clause (a) above.
- (e) Any revision of the copy/service charges/fees made under this clause will result in a revised monthly committed copy volume/service charge value.
7. (a) Konica Minolta may cancel this Agreement summarily if the Customer fails to pay any amount due in terms of Clause 2(a) above.
- (b) Both parties may cancel this Agreement summarily if the other:
- (i) commits any act of insolvency, is sequestrated whether provisionally or finally, or enters into judicial management or liquidation, whether provisional or final; or
- (ii) commits any other breach of any of the terms of this Agreement and fails to remedy such breach within 7 (seven) days after receipt of written notice from the aggrieved party requiring him to do so.
- (c) Konica Minolta's rights under (a) and (b) are not exhaustive and in particular in the event of cancellation of this Agreement by Konica Minolta on the basis of any of the grounds set out in (a) or (b) above, then the Customer shall, on demand by Konica Minolta, pay to Konica Minolta all amounts in arrear in terms thereof at the date of cancellation, plus an amount equal to the aggregate of what would have been the total monthly minimum charge (as set out in the Schedule hereto) for the balance of the period of this Agreement.
- (d) No relaxation of or waiver by either party of any of the terms of this Agreement shall prejudice that party's right to enforce this obligation on any subsequent occasion.
- (e) In the event of either party being in breach of any of its obligations in terms of this Agreement then, without prejudice to any other remedies or rights the aggrieved party may have, including the right of cancellation, all of which rights and remedies it shall nevertheless be entitled to exercise, the aggrieved party shall be entitled to suspend the performance of its own obligations, until the breach is remedied by the defaulting party.
8. The Customer shall not be entitled to cede any of its rights under this Agreement without Konica Minolta's prior written consent which shall not unreasonably be withheld.
9. (a) This document, the Schedule and any Annexures hereto signed by the parties and attached hereto, shall constitute the whole Agreement between Konica Minolta and the Customer, and the Customer acknowledges that Konica Minolta has not agreed to any terms, conditions or warranties or made any representations, other than those stated in the aforementioned documents. The conditions of this Agreement shall apply to each and every Annexure which the parties may enter into. The conclusion of each Schedule shall create a separate independent Agreement.
- (b) Subject to the provisions of clause 6 no alteration or variation of this Agreement shall be of any force or effect unless it is recorded in writing and signed by both parties.
- (c) By signing this Agreement the signatory confirms that he has the authority (ex-officio or by board resolution) to sign, endorse and execute all documents for and on behalf of the Customer.
10. This Agreement is subject to and conditional upon the information provided by the Customer in terms of the confidential Customer Information being acceptable to Konica Minolta.
11. This Agreement shall be governed by and construed in accordance with the Laws of the Republic of South Africa.
- 12.1 Both parties hereby consent to the other instituting any proceedings against the other party arising out of this agreement in any Magistrate's Court, notwithstanding that the subject matter of such proceedings would exceed the jurisdiction of such Court.
- 12.2 If any terms of this Agreement are found to be unenforceable, that term will be deleted and the remaining terms will remain unaffected.
13. The parties accept as their respective domicilium citandi et executandi for the purposes of this Agreement the addresses as recorded in the Schedule.
- Either party may change its' aforesaid address to any other address in the Republic of South Africa by giving to the other party no less than 14 (fourteen) days written notice of such change.
14. Any notice addressed to the Customer at the domicilium citandi et executandi required to be stated as per clause 13 above, and sent by post shall be deemed to be received by him 7 (seven) days after its posting.
15. All notices and all payments effected or made in terms of or in pursuance of this Agreement, shall be effected or made, as the case may be, to the domicilium citandi et executandi specified or provided for in terms of clause 13 above.
16. All prices quoted in this Agreement, Schedule and any Annexures attached hereto reflects both VAT Exclusive and VAT inclusive amounts.



KONICA MINOLTA
SOUTH AFRICA

ALL-IN MAINTENANCE AGREEMENT

between

MINOLCO (Pty) Ltd (Reg. No. 1997/010942/07)
trading as Konica Minolta South Africa

(Konica Minolta)
(VAT Reg. No. 4370151468)

and

Bergrivier Municipality

(The Customer)

(VAT Reg. No. 4000846172)



ALL-IN MAINTENANCE SERVICE AGREEMENT SCHEDULE

CUSTOMER: Bergervier Municipality
 Invoicing address: Po Box 60
Piketbera
7320
 Tel. No: 022 913 1126

ORDER NO _____ DATE 4/02/09
 Installation address: * Munisipale kantore
Verkeers afdeling Voortrekkerstraa
Veldrif
7365 Tel. No: 022 783 1112
 Distance from servicing centre 150 km

MONTHLY COPY CHARGES

MOEEL	SERIAL NO	COPY VOLUMES	RATES PER A4 COPY	
			EXCL. VAT	INCL. VAT
B 163	4115861	BLACK & WHITE ALL COPIES @	5.33 CENTS	6.08 CENTS
DF-502	62109057	_____ TO _____	_____ CENTS	_____ CENTS
PF-502	621033192	_____ TO _____	_____ CENTS	_____ CENTS
		_____ TO _____	_____ CENTS	_____ CENTS
		_____ TO _____	_____ CENTS	_____ CENTS
		COLOUR ALL COPIES @	_____ CENTS	_____ CENTS
		_____ TO _____	_____ CENTS	_____ CENTS
		EXCESS B&W COPY CHARGE	8.00 CENTS	9.12 CENTS
		EXCESS COLOUR COPY CHARGE	_____ CENTS	_____ CENTS

Recommended maximum monthly copy volume:
 Copies 10 000 B/W _____ Colour _____
 Period 36 months

MONTHLY MINIMUM CHARGE

Monthly Committed Copy Volume/Service Charge: R 53.30
 TOTAL: (excluding VAT) R 53.30
 TOTAL: (including VAT) R 60.76

Copies included 1000 B/W _____ Colour _____

*Address for domicilium citandi et executandi purposes if different from installation address above:

PLEASE ENTER "YES" OR "NO" AS APPLICABLE

CONSUMABLES CHARGEABLE	
OTHER ADDENDUM TO THIS AGREEMENT	
SOFTWARE SUPPORT FOR CONTROLLER INCLUDED IN COPY CHARGE	

ACCEPTED BY CUSTOMER:

Name (Print): A. PEREIRA
 Capacity: ACCOUNTANT
 Signature: [Signature]
 Date: 4.02.2009
 Witness: [Signature]

ACCEPTED BY KONICA MINOLTA:

Capacity: CA BRANCH MANAGER
 Signature: [Signature]
 Date: 10/02/2009
 Signature: [Signature] NATIONAL ADMIN MANAGER
 Date: 11/3/09

FOR OFFICE USE ONLY

CONTRACT NO: 40090944
 CUST. NO: 4125942 / 1014876 / 13095582
 MEAS POINT BW 292533 /COL _____
 ADON TO EOP: 9/02/09
 EQUIPMENT NO: 1019 8564
 REP CODE/COOES: 5121
 INTERNET ACCESS M/R E-MAIL ADDRESS _____

SERVICING BR/OLR: PO01
 DEALER NO: _____ GROUP A/C NO: _____
 INSTALLATION DATE: 30 January 2009
 OPENING M/R 10 B/W _____ COLOUR _____
 CONTACT PERSON: Claureen Varnicker
 TELEPHONE: 022 783 1112 EXT.: _____
 CONTRACT START DATE: 01/02/09

GENERAL CONDITIONS OF ALL-IN-MAINTENANCE AGREEMENT FOR COPIERS, FACSIMILE MACHINES AND LASER PRINTERS

These are the general conditions which will apply if the Customer's order is accepted by Konica Minolta. "Konica Minolta" means Minolco (Pty) Ltd trading as Konica Minolta South Africa or its cessionaries, delegates, assignees or successors in title.

1. This Agreement shall commence on the date (as certified by Konica Minolta and as noted as "Start Date" on the Schedule) the equipment is installed and shall continue in force for the full period as noted on the Schedule. Thereafter, this Agreement will remain in force for further monthly periods unless terminated by either party giving to the other not less than 30 (thirty) days written notice by registered post.
 2. (a) (i) The Customer shall pay Konica Minolta the total monthly minimum charge if any, and the additional copy charges if any, calculated at the rate specified in the Schedule, monthly in arrears upon presentation of invoice. Konica Minolta shall be entitled to charge interest on all overdue accounts at the rate of 2% above the prime lending rate charged by its bankers or any cessionary.
(a) (ii) For purposes of this Agreement, "copies" are defined as including all A4 copies or prints, whether colour or black and white.
(b) If applicable, monthly copies shall be determined by means of the meters attached to the equipment. Reading of such meters will be, in the first instance, the responsibility of the Customer who undertakes to provide Konica Minolta with monthly meter readings upon telephonic or electronic request being made by Konica Minolta. Konica Minolta however, reserves the right to check the readings from time to time. Access to the Customer's premises shall be subject to the Customer's security regulations in force from time to time.
(c) The Customer acknowledges that where a recommended maximum monthly copy volume has been entered onto the Schedule, any copy volumes made in excess of this maximum monthly copy volume, will cause excessive wear and tear in breach of Clause 4(b) below and the excess copy charge will apply to such excess copy volumes.
(d) In the event of a breakdown or malfunction of the copy meters, monthly volume for billing purposes shall be established by reference to the average copy volume over previous months.
(e) Monthly billing is assessed on the basis of monthly committed copy volume/service charge or accrued copy charges, whichever is the greater.
 3. Konica Minolta shall provide a maintenance service for the equipment during the period of this Agreement in accordance with the following provisions:
 - (a) (i) It will, subject to the provisions of this Agreement, make inspections, carry out such adjustments and repairs and replace such parts as Konica Minolta or its authorised Dealer may deem necessary to keep this equipment in good working order throughout the period of this Agreement.
(ii) Where a Digital Controller is part of the initial equipment installed, Konica Minolta will provide technical service for this Controller throughout the period of this Agreement. Konica Minolta's software support obligation which is included in the price of the controller, will be limited to the installation, connection and commissioning of the Digital Controller on the Customer's network. Thereafter, all software support services will be supplied to the Customer by Konica Minolta on a quoted time and materials basis at the rates in place from time to time or by an adjustment to the copy service charges to cater for such software support, such adjustment to be confirmed on the Schedule to this Agreement.

Where a Digital Controller is added onto an existing equipment configuration, then Konica Minolta will provide technical service for this Controller for the balance of the Agreement. Other than the installation, connection and commissioning of the Digital Controller, all of which costs are included in the price of the Controller, all software support services will be supplied to the Customer by Konica Minolta on a quoted time and materials basis at the rates in place from time to time or by an adjustment to the copy service charges to cater for such software support,
- such adjustment to be confirmed on the Schedule to this Agreement.
- (iii) Where the equipment installed is a refurbished or second-hand model, the on-going supply of replacement spare parts are dependant on them being available from Konica Minolta's Supplier.
- (b) (i) The copier consumables supplied under this Agreement, if any, are those necessary to produce black and colour copies, but excludes the supply of throughput material such as paper, film, staples etc. Any staples supplied for any equipment will be supplied and charged for at an agreed contracted price.
(ii) Where the equipment is a plain paper facsimile machine or a laser printer, the supply of the image cartridge which includes toner, or toner or starter supplied separately, will be charged at the current price.
(iii) Where the equipment installed is a refurbished or second-hand model, the on-going supply of replacement consumables are dependant on them being available from Konica Minolta's Supplier.
- (c) Konica Minolta shall not charge for any routine maintenance, any repair work done, or for any replacement parts, where the need for such work or parts arises only from fair wear and tear. However, if the repair arises out of carelessness or misuse in operation, careless handling, damage caused as a result of floods, fire, riots, acts of God, adjustments or repairs made by any person other than Konica Minolta or its authorised Dealer, or the use of throughput material such as paper, film, staples etc. not approved by Konica Minolta, a charge will be levied at the prevailing rates and charges as determined by Konica Minolta from time to time.
 - (d) Konica Minolta will be entitled to charge for any work carried out at the Customer's request where work is to be done outside of Konica Minolta's normal business hours.
 - (e) Where the Customer is obliged to pay a charge for any work, travelling or replacement parts, the charge shall be payable at Konica Minolta's then prevailing rates and charges as determined by Konica Minolta from time to time.
 - (f) Konica Minolta offers service free of travelling charge within a 50km radius from the allocated Konica Minolta or authorised Dealer servicing centre. If, however, the location of the equipment is outside of this 50km radius, a travelling charge will be levied, this charge to be at Konica Minolta's prevailing rates as determined by Konica Minolta from time to time.
4. During the period of this Agreement the Customer shall:
 - (a) (i) provide for the equipment such place with such electrical connection or telephone connection, if applicable, as Konica Minolta considers suitable. Once installed, the equipment may not be moved without Konica Minolta's prior consent;
(ii) Konica Minolta will move the equipment to a new site (whether or not in the premises in which it was originally installed) if so requested by the Customer, provided that the Customer shall pay Konica Minolta the cost of so doing, based upon Konica Minolta's charges prevailing at the time, and as determined by Konica Minolta. In the event that the Customer, or anyone else, other than Konica Minolta, so moves the equipment, the Customer shall be liable to pay to Konica Minolta, for any repairs, new or substituted parts or materials required as a result of such a move;
 - (b) use the equipment with care and take reasonable precautions to avoid accidents and to safeguard it from loss or damage and excessive wear and tear;
 - (c) notify Konica Minolta immediately of any loss of, or damage to, the equipment or part thereof or any failure of the equipment to function;
 - (d) not repair the equipment nor have it repaired by anyone else other than Konica Minolta or its authorised Dealer in terms of clause 3;

- (e) not use any part or component for the equipment including black toner, if applicable, which has not been supplied by Konica Minolta and shall not use throughput material such as paper, film, staples etc. which has not been approved by Konica Minolta;
 - (f) allow Konica Minolta or anyone authorised by Konica Minolta to inspect and examine the equipment and the copy counting device, if applicable, at all reasonable times, subject however, to the Customer's security regulations in force from time to time;
 - (g) use the equipment only for the purpose for which it has been designed, and in accordance with Konica Minolta's instructions;
 - (h) acknowledge that the photoconductor drum, heater rollers, transfer rollers, thermal heads and image units, whichever is applicable to the equipment, is prone to damage and must therefore be treated with special care; failing which Konica Minolta shall, notwithstanding anything to the contrary herein contained, not be obliged to repair or replace them or any of them free of charge;
 - (i) nominate a responsible person to act as key operator for the unit (such initial person to be trained by Konica Minolta free of charge).
5. Konica Minolta shall be exempted from and shall not be liable under any circumstances whatever for any loss of profit or other special damages or any indirect or consequential damages of any nature, whether in the contemplation of the parties or not which the Customer may suffer as a result of any breach by Konica Minolta of any of its obligations to the Customer.
6. (a) Konica Minolta may vary any of the terms of this Agreement by giving the Customer written notice of the variations at least 30 (thirty) days before they are due to take effect.
- (b) The Customer shall thereupon have the right to terminate this Agreement with effect from the date on which the variations are due to take effect by giving written notice to Konica Minolta within 15 (fifteen) days from the date he received Konica Minolta's notice of the variations, failing which the variations will be binding on the Customer.
- (c) Notwithstanding the foregoing, Konica Minolta shall be entitled to review and increase the copy/service charges/fees set out in the Schedule hereto on an annual basis; such increases to take effect only from the anniversaries of the date of installation of the equipment and to be notified to the Customer not less than 30 (thirty) days prior to any such anniversary, and provided each such increase does not exceed 10% of the existing copy/service charges/fees, then this shall not be a variation entitling the Customer to terminate this Agreement in terms of paragraph (b) of this clause. Konica Minolta's charges/fees will however, always remain market related.
- (d) Konica Minolta's review of charges/fees as contemplated in paragraph (c) of this clause is designed to cater for the effects of inflation and other increases in labour and travelling costs, and assumes that Rand : foreign currency exchange rate fluctuations will be of a minor nature. If, however, unfavourable exchange rates are experienced, Konica Minolta reserves the right, at any time, to review the charges/fees applied under this Agreement, to cater for such unfavourable exchange rates. Such a review will be construed as a variation as noted in clause (a) above.
- (e) Any revision of the copy/service charges/fees made under this clause will result in a revised monthly committed copy volume/service charge value.
7. (a) Konica Minolta may cancel this Agreement summarily if the Customer fails to pay any amount due in terms of Clause 2(a) above.
- (b) Both parties may cancel this Agreement summarily if the other:
- (i) commits any act of insolvency, is sequestrated whether provisionally or finally, or enters into judicial management or liquidation, whether provisional or final; or
 - (ii) commits any other breach of any of the terms of this Agreement and fails to remedy such breach within 7 (seven) days after receipt of written notice from the aggrieved party requiring him to do so.
- (c) Konica Minolta's rights under (a) and (b) are not exhaustive and in particular in the event of cancellation of this Agreement by Konica Minolta on the basis of any of the grounds set out in (a) or (b) above, then the Customer shall, on demand by Konica Minolta, pay to Konica Minolta all amounts in arrear in terms thereof at the date of cancellation, plus an amount equal to the aggregate of what would have been the total monthly minimum charge (as set out in the Schedule hereto) for the balance of the period of this Agreement.
- (d) No relaxation of or waiver by either party of any of the terms of this Agreement shall prejudice that party's right to enforce this obligation on any subsequent occasion.
- (e) In the event of either party being in breach of any of its obligations in terms of this Agreement then, without prejudice to any other remedies or rights the aggrieved party may have, including the right of cancellation, all of which rights and remedies it shall nevertheless be entitled to exercise, the aggrieved party shall be entitled to suspend the performance of its own obligations, until the breach is remedied by the defaulting party.
8. The Customer shall not be entitled to cede any of its rights under this Agreement without Konica Minolta's prior written consent which shall not unreasonably be withheld.
9. (a) This document, the Schedule and any Annexures hereto signed by the parties and attached hereto, shall constitute the whole Agreement between Konica Minolta and the Customer, and the Customer acknowledges that Konica Minolta has not agreed to any terms, conditions or warranties or made any representations, other than those stated in the aforementioned documents. The conditions of this Agreement shall apply to each and every Annexure which the parties may enter into. The conclusion of each Schedule shall create a separate independent Agreement.
- (b) Subject to the provisions of clause 6 no alteration or variation of this Agreement shall be of any force or effect unless it is recorded in writing and signed by both parties.
- (c) By signing this Agreement the signatory confirms that he has the authority (ex-officio or by board resolution) to sign, endorse and execute all documents for and on behalf of the Customer.
10. This Agreement is subject to and conditional upon the information provided by the Customer in terms of the confidential Customer Information being acceptable to Konica Minolta.
11. This Agreement shall be governed by and construed in accordance with the Laws of the Republic of South Africa.
- 12.1 Both parties hereby consent to the other instituting any proceedings against the other party arising out of this agreement in any Magistrate's Court, notwithstanding that the subject matter of such proceedings would exceed the jurisdiction of such Court.
- 12.2 If any terms of this Agreement are found to be unenforceable, that term will be deleted and the remaining terms will remain unaffected.
13. The parties accept as their respective domicilium citandi et executandi for the purposes of this Agreement the addresses as recorded in the Schedule.
- Either party may change its' aforesaid address to any other address in the Republic of South Africa by giving to the other party no less than 14 (fourteen) days written notice of such change.
14. Any notice addressed to the Customer at the domicilium citandi et executandi required to be stated as per clause 13 above, and sent by post shall be deemed to be received by him 7 (seven) days after its posting.
15. All notices and all payments effected or made in terms of or in pursuance of this Agreement, shall be effected or made, as the case may be, to the domicilium citandi et executandi specified or provided for in terms of clause 13 above.
16. All prices quoted in this Agreement, Schedule and any Annexures attached hereto reflects both VAT Exclusive and VAT Inclusive amounts.



KONICA MINOLTA
SOUTH AFRICA

BERGRIVIER
27 MAR 2009
MUNICIPALITY / MUNISIPALITEIT

ALL-IN MAINTENANCE AGREEMENT

between

MINOLCO (Pty) Ltd (Reg. No. 1997/010942/07)
trading as Konica Minolta South Africa
(Konica Minolta)
(VAT Reg. No. 4370151468)

and

Bergrivier Municipality

(The Customer)

(VAT Reg. No. 4000846172)



a member of the
BIP Vest Group

ALL-IN MAINTENANCE SERVICE AGREEMENT SCHEDULE

CUSTOMER: Bergvrierv Municipality
 Invoicing address: Po Box 60
Piketbera
7320
 Tel. No: 022 913 1126

ORDER NO _____ DATE 4/02/09
 Installation address: * Unisipale kantore
Aurora Hoofstraat
Tegniese Afdeling
7325 Tel. No: 022 952 1720
 Distance from servicing centre 135 km

MODEL	SERIAL NO	COPY VOLUMES	MONTHLY COPY CHARGES	
			RATES PER A4 COPY EXCL. VAT	INCL. VAT
B 163	4116020	BLACK & WHITE ALL COPIES @	5.33 CENTS	6.08 CENTS
DF-502	621033241	TO _____	_____ CENTS	_____ CENTS
PF-502	62109059	TO _____	_____ CENTS	_____ CENTS
		TO _____	_____ CENTS	_____ CENTS
		TO _____	_____ CENTS	_____ CENTS
		COLOUR ALL COPIES @	_____ CENTS	_____ CENTS
		TO _____	_____ CENTS	_____ CEN
		EXCESS B&W COPY CHARGE	8.00 CENTS	9.12 CENTS
		EXCESS COLOUR COPY CHARGE	_____ CENTS	_____ CENTS

MONTHLY MINIMUM CHARGE

Monthly Committed Copy Volume/Service Charge: R 53.34
 TOTAL: (excluding VAT) R 53.34
 TOTAL: (including VAT) R 60.78

Recommended maximum monthly copy volume:
 Copies 10 000 B/W _____ Colour _____
 Period 36 months
 Copies included 1000 B/W _____ Colour _____

PLEASE ENTER "YES" OR "NO" AS APPLICABLE

CONSUMABLES CHARGEABLE	
OTHER ADDENDA TO THIS AGREEMENT	
SOFTWARE SUPPORT FOR CONTROLLER INCLUDED IN COPY CHARGE	

*Address for domicilium citandi et executandi purposes if different from installation address above:

ACCEPTED BY CUSTOMER:

Name (Print): A. PEREIRA
 Capacity: ACCOUNTANT
 Signature: [Signature]
 Date: 4.02.2009
 Witness: [Signature]

ACCEPTED BY KONICA MINOLTA:

Capacity: OK BRANCH MANAGER NATIONAL ADMIN MANAGER
 Signature: [Signature] [Signature]
 Date: 04/02/2009 5/2/09

FOR OFFICE USE ONLY

CONTRACT NO: 40090883
 CUST. NO: 4125942/1014876 RM 130YJ583
 MEAS POINT BW 242.165 /COL _____
 ADDN TO EDP: 5/02/09
 EQUIPMENT NO: 10398601
 REP CODE/CODES: 5121
 INTERNET ACCESS M/R E-MAIL ADDRESS _____

SERVICING BR/DLR: POOR
 DEALER NO: _____ GROUP A/C NO: _____
 INSTALLATION DATE: 30 January 2009
 OPENING M/R 10 B/W _____ COLOUR _____
 CONTACT PERSON: Elmien Burger
 TELEPHONE: 022 952 1720 EXT.: _____
 CONTRACT START DATE: 01/02/09

GENERAL CONDITIONS OF ALL-IN-MAINTENANCE AGREEMENT FOR COPIERS, FACSIMILE MACHINES AND LASER PRINTERS

These are the general conditions which will apply if the Customer's order is accepted by Konica Minolta. "Konica Minolta" means Minolco (Pty) Ltd trading as Konica Minolta South Africa or its cessionaries, delegates, assignees or successors in title.

1. This Agreement shall commence on the date (as certified by Konica Minolta and as noted as "Start Date" on the Schedule) the equipment is installed and shall continue in force for the full period as noted on the Schedule. Thereafter, this Agreement will remain in force for further monthly periods unless terminated by either party giving to the other not less than 30 (thirty) days written notice by registered post.
 2. (a) (i) The Customer shall pay Konica Minolta the total monthly minimum charge if any, and the additional copy charges if any, calculated at the rate specified in the Schedule, monthly in arrears upon presentation of invoice. Konica Minolta shall be entitled to charge interest on all overdue accounts at the rate of 2% above the prime lending rate charged by its bankers or any cessionary.
(a) (ii) For purposes of this Agreement, "copies" are defined as including all A4 copies or prints, whether colour or black and white.
(b) If applicable, monthly copies shall be determined by means of the meters attached to the equipment. Reading of such meters will be, in the first instance, the responsibility of the Customer who undertakes to provide Konica Minolta with monthly meter readings upon telephonic or electronic request being made by Konica Minolta. Konica Minolta however, reserves the right to check the readings from time to time. Access to the Customer's premises shall be subject to the Customer's security regulations in force from time to time.
(c) The Customer acknowledges that where a recommended maximum monthly copy volume has been entered onto the Schedule, any copy volumes made in excess of this maximum monthly copy volume, will cause excessive wear and tear in breach of Clause 4(b) below and the excess copy charge will apply to such excess copy volumes.
(d) In the event of a breakdown or malfunction of the copy meters, monthly volume for billing purposes shall be established by reference to the average copy volume over previous months.
(e) Monthly billing is assessed on the basis of monthly committed copy volume/service charge or accrued copy charges, whichever is the greater.
 3. Konica Minolta shall provide a maintenance service for the equipment during the period of this Agreement in accordance with the following provisions:
 - (a) (i) It will, subject to the provisions of this Agreement, make inspections, carry out such adjustments and repairs and replace such parts as Konica Minolta or its authorised Dealer may deem necessary to keep this equipment in good working order throughout the period of this Agreement.
(ii) Where a Digital Controller is part of the initial equipment installed, Konica Minolta will provide technical service for this Controller throughout the period of this Agreement. Konica Minolta's software support obligation which is included in the price of the controller, will be limited to the installation, connection and commissioning of the Digital Controller on the Customer's network. Thereafter, all software support services will be supplied to the Customer by Konica Minolta on a quoted time and materials basis at the rates in place from time to time or by an adjustment to the copy service charges to cater for such software support, such adjustment to be confirmed on the Schedule to this Agreement.

Where a Digital Controller is added onto an existing equipment configuration, then Konica Minolta will provide technical service for this Controller for the balance of the Agreement. Other than the installation, connection and commissioning of the Digital Controller, all of which costs are included in the price of the Controller, all software support services will be supplied to the Customer by Konica Minolta on a quoted time and materials basis at the rates in place from time to time or by an adjustment to the copy service charges to cater for such software support,
- such adjustment to be confirmed on the Schedule to this Agreement.
- (iii) Where the equipment installed is a refurbished or second-hand model, the on-going supply of replacement spare parts are dependant on them being available from Konica Minolta's Supplier.
- (b) (i) The copier consumables supplied under this Agreement, if any, are those necessary to produce black and colour copies, but excludes the supply of throughput material such as paper, film, staples etc. Any staples supplied for any equipment will be supplied and charged for at an agreed contracted price.
(ii) Where the equipment is a plain paper facsimile machine or a laser printer, the supply of the image cartridge which includes toner, or toner or starter supplied separately, will be charged at the current price.
(iii) Where the equipment installed is a refurbished or second-hand model, the on-going supply of replacement consumables are dependant on them being available from Konica Minolta's Supplier.
- (c) Konica Minolta shall not charge for any routine maintenance, any repair work done, or for any replacement parts, where the need for such work or parts arises only from fair wear and tear. However, if the repair arises out of carelessness or misuse in operation, careless handling, damage caused as a result of floods, fire, riots, acts of God, adjustments or repairs made by any person other than Konica Minolta or its authorised Dealer, or the use of throughput material such as paper, film, staples etc. not approved by Konica Minolta, a charge will be levied at the prevailing rates and charges as determined by Konica Minolta from time to time.
 - (d) Konica Minolta will be entitled to charge for any work carried out at the Customer's request where work is to be done outside of Konica Minolta's normal business hours.
 - (e) Where the Customer is obliged to pay a charge for any work, travelling or replacement parts, the charge shall be payable at Konica Minolta's then prevailing rates and charges as determined by Konica Minolta from time to time.
 - (f) Konica Minolta offers service free of travelling charge within a 50km radius from the allocated Konica Minolta or authorised Dealer servicing centre. If, however, the location of the equipment is outside of this 50km radius, a travelling charge will be levied, this charge to be at Konica Minolta's prevailing rates as determined by Konica Minolta from time to time.
4. During the period of this Agreement the Customer shall:
 - (a) (i) provide for the equipment such place with such electrical connection or telephone connection, if applicable, as Konica Minolta considers suitable. Once installed, the equipment may not be moved without Konica Minolta's prior consent;
(ii) Konica Minolta will move the equipment to a new site (whether or not in the premises in which it was originally installed) if so requested by the Customer, provided that the Customer shall pay Konica Minolta the cost of so doing, based upon Konica Minolta's charges prevailing at the time, and as determined by Konica Minolta. In the event that the Customer, or anyone else, other than Konica Minolta, so moves the equipment, the Customer shall be liable to pay to Konica Minolta, for any repairs, new or substituted parts or materials required as a result of such a move;
(b) use the equipment with care and take reasonable precautions to avoid accidents and to safeguard it from loss or damage and excessive wear and tear;
(c) notify Konica Minolta immediately of any loss of, or damage to, the equipment or part thereof or any failure of the equipment to function;
(d) not repair the equipment nor have it repaired by anyone else other than Konica Minolta or its authorised Dealer in terms of clause 3;

- (e) not use any part or component for the equipment including black toner, if applicable, which has not been supplied by Konica Minolta and shall not use throughput material such as paper, film, staples etc. which has not been approved by Konica Minolta;
- (f) allow Konica Minolta or anyone authorised by Konica Minolta to inspect and examine the equipment and the copy counting device, if applicable, at all reasonable times, subject however, to the Customer's security regulations in force from time to time;
- (g) use the equipment only for the purpose for which it has been designed, and in accordance with Konica Minolta's instructions;
- (h) acknowledge that the photoconductor drum, heater rollers, transfer rollers, thermal heads and image units, whichever is applicable to the equipment, is prone to damage and must therefore be treated with special care; failing which Konica Minolta shall, notwithstanding anything to the contrary herein contained, not be obliged to repair or replace them or any of them free of charge;
- (i) nominate a responsible person to act as key operator for the unit (such initial person to be trained by Konica Minolta free of charge).
5. Konica Minolta shall be exempted from and shall not be liable under any circumstances whatever for any loss of profit or other special damages or any indirect or consequential damages of any nature, whether in the contemplation of the parties or not which the Customer may suffer as a result of any breach by Konica Minolta of any of its obligations to the Customer.
6. (a) Konica Minolta may vary any of the terms of this Agreement by giving the Customer written notice of the variations at least 30 (thirty) days before they are due to take effect.
- (b) The Customer shall thereupon have the right to terminate this Agreement with effect from the date on which the variations are due to take effect by giving written notice to Konica Minolta within 15 (fifteen) days from the date he received Konica Minolta's notice of the variations, failing which the variations will be binding on the Customer.
- (c) Notwithstanding the foregoing, Konica Minolta shall be entitled to review and increase the copy/service charges/fees set out in the Schedule hereto on an annual basis; such increases to take effect only from the anniversaries of the date of installation of the equipment and to be notified to the Customer not less than 30 (thirty) days prior to any such anniversary, and provided each such increase does not exceed 10% of the existing copy/service charges/fees, then this shall not be a variation entitling the Customer to terminate this Agreement in terms of paragraph (b) of this clause. Konica Minolta's charges/fees will however, always remain market related.
- (d) Konica Minolta's review of charges/fees as contemplated in paragraph (c) of this clause is designed to cater for the effects of inflation and other increases in labour and travelling costs, and assumes that Rand : foreign currency exchange rate fluctuations will be of a minor nature. If, however, unfavourable exchange rates are experienced, Konica Minolta reserves the right, at any time, to review the charges/fees applied under this Agreement, to cater for such unfavourable exchange rates. Such a review will be construed as a variation as noted in clause (a) above.
- (e) Any revision of the copy/service charges/fees made under this clause will result in a revised monthly committed copy volume/service charge value.
7. (a) Konica Minolta may cancel this Agreement summarily if the Customer fails to pay any amount due in terms of Clause 2(a) above.
- (b) Both parties may cancel this Agreement summarily if the other:
- (i) commits any act of insolvency, is sequestrated whether provisionally or finally, or enters into judicial management or liquidation, whether provisional or final; or
- (ii) commits any other breach of any of the terms of this Agreement and fails to remedy such breach within 7 (seven) days after receipt of written notice from the aggrieved party requiring him to do so.
- (c) Konica Minolta's rights under (a) and (b) are not exhaustive and in particular in the event of cancellation of this Agreement by Konica Minolta on the basis of any of the grounds set out in (a) or (b) above, then the Customer shall, on demand by Konica Minolta, pay to Konica Minolta all amounts in arrear in terms thereof at the date of cancellation, plus an amount equal to the aggregate of what would have been the total monthly minimum charge (as set out in the Schedule hereto) for the balance of the period of this Agreement.
- (d) No relaxation of or waiver by either party of any of the terms of this Agreement shall prejudice that party's right to enforce this obligation on any subsequent occasion.
- (e) In the event of either party being in breach of any of its obligations in terms of this Agreement then, without prejudice to any other remedies or rights the aggrieved party may have, including the right of cancellation, all of which rights and remedies it shall nevertheless be entitled to exercise, the aggrieved party shall be entitled to suspend the performance of its own obligations, until the breach is remedied by the defaulting party.
8. The Customer shall not be entitled to cede any of its rights under this Agreement without Konica Minolta's prior written consent which shall not unreasonably be withheld.
9. (a) This document, the Schedule and any Annexures hereto signed by the parties and attached hereto, shall constitute the whole Agreement between Konica Minolta and the Customer, and the Customer acknowledges that Konica Minolta has not agreed to any terms, conditions or warranties or made any representations, other than those stated in the aforementioned documents. The conditions of this Agreement shall apply to each and every Annexure which the parties may enter into. The conclusion of each Schedule shall create a separate independent Agreement.
- (b) Subject to the provisions of clause 6 no alteration or variation of this Agreement shall be of any force or effect unless it is recorded in writing and signed by both parties.
- (c) By signing this Agreement the signatory confirms that he has the authority (ex-officio or by board resolution) to sign, endorse and execute all documents for and on behalf of the Customer.
10. This Agreement is subject to and conditional upon the information provided by the Customer in terms of the confidential Customer Information being acceptable to Konica Minolta.
11. This Agreement shall be governed by and construed in accordance with the Laws of the Republic of South Africa.
- 12.1 Both parties hereby consent to the other instituting any proceedings against the other party arising out of this agreement in any Magistrate's Court, notwithstanding that the subject matter of such proceedings would exceed the jurisdiction of such Court.
- 12.2 If any terms of this Agreement are found to be unenforceable, that term will be deleted and the remaining terms will remain unaffected.
13. The parties accept as their respective domicilium citandi et executandi for the purposes of this Agreement the addresses as recorded in the Schedule.
- Either party may change its' aforesaid address to any other address in the Republic of South Africa by giving to the other party no less than 14 (fourteen) days written notice of such change.
14. Any notice addressed to the Customer at the domicilium citandi et executandi required to be stated as per clause 13 above, and sent by post shall be deemed to be received by him 7 (seven) days after its posting.
15. All notices and all payments effected or made in terms of or in pursuance of this Agreement, shall be effected or made, as the case may be, to the domicilium citandi et executandi specified or provided for in terms of clause 13 above.
16. All prices quoted in this Agreement, Schedule and any Annexures attached hereto reflects both VAT Exclusive and VAT inclusive amounts.



KONICA MINOLTA
SOUTH AFRICA

ALL-IN MAINTENANCE AGREEMENT

between

MINOLCO (Pty) Ltd (Reg. No. 1997/010942/07)
trading as Konica Minolta South Africa
(Konica Minolta)
(VAT Reg. No. 4370151468)

and

Bergrivier Municipality

(The Customer)

(VAT Reg. No. 4000846172)



a member of the
BIDvest Group

MINOLCO (PTY) LTD (Reg. No. 1997/010942/07) trading as KONICA MINOLTA SOUTH AFRICA
 35 Modulus Road, Theta Extension 5, Johannesburg PO Box 2134, Southdale, 2135

ALL-IN MAINTENANCE SERVICE AGREEMENT SCHEDULE

CUSTOMER: Bergvriër Municipality
 Invoicing address: Po Box 60
Piketbera
7320
 Tel. No: 022 913 1126

ORDER NO _____ DATE 4/02/09
 Installation address: * Munisipale kantore
Piketbera Churchstreet
7320
 Tel. No: 022 913 1126
 Distance from servicing centre 110 km

MODEL	SERIAL NO	COPY VOLUMES	MONTHLY COPY CHARGES	
			RATES PER A4 COPY EXCL. VAT	INCL. VAT
B 920	57GL01120	BLACK & WHITE ALL COPIES @	3.30 CENTS	3.76 CENTS
LU-403	15SS02235	TO	CENTS	CENTS
PK-505	15KA07137	TO	CENTS	CENTS
FS-604	15SJ05211	TO	CENTS	CENTS
		TO	CENTS	CENTS
		COLOUR ALL COPIES @	CENTS	CENTS
		TO	CENTS	CEN
		EXCESS B&W COPY CHARGE	4.95 CENTS	5.64 CENTS
		EXCESS COLOUR COPY CHARGE	CENTS	CENTS

MONTHLY MINIMUM CHARGE
 Monthly Committed Copy Volume/Service Charge: R 33.00
 TOTAL: (excluding VAT) R 33.00
 TOTAL: (including VAT) R 37.62

Recommended maximum monthly copy volume:
 Copies 700 000 B/W _____ Colour _____
 Period 36 months
 Copies included 1000 B/W _____ Colour _____

*Address for domicilium citandi et executandi purposes if different from installation address above:

PLEASE ENTER "YES" OR "NO" AS APPLICABLE

CONSUMABLES CHARGEABLE	
OTHER ADDENDA TO THIS AGREEMENT	
SOFTWARE SUPPORT FOR CONTROLLER INCLUDED IN COPY CHARGE	

ACCEPTED BY CUSTOMER:
 Name (Print): A. PEREIRA
 Capacity: ACCOUNTANT
 Signature: [Signature]
 Date: 4.02.2009
 Witness: [Signature]

ACCEPTED BY KONICA MINOLTA:
A. SEVERS
 Capacity: BRANCH MANAGER NATIONAL ADMIN MANAGER
 Signature: [Signature]
 Date: 09/02/2009 5/3/09

FOR OFFICE USE ONLY
 CONTRACT NO: 40090941
 CUST. NO: 4125942/1014876 13095884
 MEAS POINT BW 242525 /COL _____
 ADDN TO EDP: 9/02/09
 EQUIPMENT NO: 10412484
 REP CODE/CODES: 5121
 INTERNET ACCESS M/R E-MAIL ADDRESS _____

SERVICING BR/DLR: Poom
 DEALER NO: _____ GROUP A/C NO: _____
 INSTALLATION DATE: 30 January 2009
 OPENING M/R 10 B/W _____ COLOUR _____
 CONTACT PERSON: Wessel Rheeder
 TELEPHONE: 022 193 1126 EXT.: _____
 CONTRACT START DATE: 01/02/09

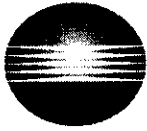
GENERAL CONDITIONS OF ALL-IN-MAINTENANCE AGREEMENT FOR COPIERS, FACSIMILE MACHINES AND LASER PRINTERS

These are the general conditions which will apply if the Customer's order is accepted by Konica Minolta. "Konica Minolta" means Minolco (Pty) Ltd trading as Konica Minolta South Africa or its cessionaries, delegates, assignees or successors in title.

1. This Agreement shall commence on the date (as certified by Konica Minolta and as noted as "Start Date" on the Schedule) the equipment is installed and shall continue in force for the full period as noted on the Schedule. Thereafter, this Agreement will remain in force for further monthly periods unless terminated by either party giving to the other not less than 30 (thirty) days written notice by registered post.
 2. (a) (i) The Customer shall pay Konica Minolta the total monthly minimum charge if any, and the additional copy charges if any, calculated at the rate specified in the Schedule, monthly in arrears upon presentation of invoice. Konica Minolta shall be entitled to charge interest on all overdue accounts at the rate of 2% above the prime lending rate charged by its bankers or any cessionary.
(a) (ii) For purposes of this Agreement, "copies" are defined as including all A4 copies or prints, whether colour or black and white.
(b) If applicable, monthly copies shall be determined by means of the meters attached to the equipment. Reading of such meters will be, in the first instance, the responsibility of the Customer who undertakes to provide Konica Minolta with monthly meter readings upon telephonic or electronic request being made by Konica Minolta. Konica Minolta however, reserves the right to check the readings from time to time. Access to the Customer's premises shall be subject to the Customer's security regulations in force from time to time.
(c) The Customer acknowledges that where a recommended maximum monthly copy volume has been entered onto the Schedule, any copy volumes made in excess of this maximum monthly copy volume, will cause excessive wear and tear in breach of Clause 4(b) below and the excess copy charge will apply to such excess copy volumes.
(d) In the event of a breakdown or malfunction of the copy meters, monthly volume for billing purposes shall be established by reference to the average copy volume over previous months.
(e) Monthly billing is assessed on the basis of monthly committed copy volume/service charge or accrued copy charges, whichever is the greater.
 3. Konica Minolta shall provide a maintenance service for the equipment during the period of this Agreement in accordance with the following provisions:
 - (a) (i) It will, subject to the provisions of this Agreement, make inspections, carry out such adjustments and repairs and replace such parts as Konica Minolta or its authorised Dealer may deem necessary to keep this equipment in good working order throughout the period of this Agreement.
(ii) Where a Digital Controller is part of the initial equipment installed, Konica Minolta will provide technical service for this Controller throughout the period of this Agreement. Konica Minolta's software support obligation which is included in the price of the controller, will be limited to the installation, connection and commissioning of the Digital Controller on the Customer's network. Thereafter, all software support services will be supplied to the Customer by Konica Minolta on a quoted time and materials basis at the rates in place from time to time or by an adjustment to the copy service charges to cater for such software support, such adjustment to be confirmed on the Schedule to this Agreement.

Where a Digital Controller is added onto an existing equipment configuration, then Konica Minolta will provide technical service for this Controller for the balance of the Agreement. Other than the installation, connection and commissioning of the Digital Controller, all of which costs are included in the price of the Controller, all software support services will be supplied to the Customer by Konica Minolta on a quoted time and materials basis at the rates in place from time to time or by an adjustment to the copy service charges to cater for such software support,
- such adjustment to be confirmed on the Schedule to this Agreement.
- (iii) Where the equipment installed is a refurbished or second-hand model, the on-going supply of replacement spare parts are dependant on them being available from Konica Minolta's Supplier.
 - (b) (i) The copier consumables supplied under this Agreement, if any, are those necessary to produce black and colour copies, but excludes the supply of throughput material such as paper, film, staples etc. Any staples supplied for any equipment will be supplied and charged for at an agreed contracted price.
(ii) Where the equipment is a plain paper facsimile machine or a laser printer, the supply of the image cartridge which includes toner, or toner or starter supplied separately, will be charged at the current price.
(iii) Where the equipment installed is a refurbished or second-hand model, the on-going supply of replacement consumables are dependant on them being available from Konica Minolta's Supplier.
 - (c) Konica Minolta shall not charge for any routine maintenance, any repair work done, or for any replacement parts, where the need for such work or parts arises only from fair wear and tear. However, if the repair arises out of carelessness or misuse in operation, careless handling, damage caused as a result of floods, fire, riots, acts of God, adjustments or repairs made by any person other than Konica Minolta or its authorised Dealer, or the use of throughput material such as paper, film, staples etc. not approved by Konica Minolta, a charge will be levied at the prevailing rates and charges as determined by Konica Minolta from time to time.
 - (d) Konica Minolta will be entitled to charge for any work carried out at the Customer's request where work is to be done outside of Konica Minolta's normal business hours.
 - (e) Where the Customer is obliged to pay a charge for any work, travelling or replacement parts, the charge shall be payable at Konica Minolta's then prevailing rates and charges as determined by Konica Minolta from time to time.
 - (f) Konica Minolta offers service free of travelling charge within a 50km radius from the allocated Konica Minolta or authorised Dealer servicing centre. If, however, the location of the equipment is outside of this 50km radius, a travelling charge will be levied, this charge to be at Konica Minolta's prevailing rates as determined by Konica Minolta from time to time.
4. During the period of this Agreement the Customer shall:
 - (a) (i) provide for the equipment such place with such electrical connection or telephone connection, if applicable, as Konica Minolta considers suitable. Once installed, the equipment may not be moved without Konica Minolta's prior consent;
(ii) Konica Minolta will move the equipment to a new site (whether or not in the premises in which it was originally installed) if so requested by the Customer, provided that the Customer shall pay Konica Minolta the cost of so doing, based upon Konica Minolta's charges prevailing at the time, and as determined by Konica Minolta. In the event that the Customer, or anyone else, other than Konica Minolta, so moves the equipment, the Customer shall be liable to pay to Konica Minolta, for any repairs, new or substituted parts or materials required as a result of such a move;
 - (b) use the equipment with care and take reasonable precautions to avoid accidents and to safeguard it from loss or damage and excessive wear and tear;
 - (c) notify Konica Minolta immediately of any loss of, or damage to, the equipment or part thereof or any failure of the equipment to function;
 - (d) not repair the equipment nor have it repaired by anyone else other than Konica Minolta or its authorised Dealer in terms of clause 3;

- (e) not use any part or component for the equipment including black toner, if applicable, which has not been supplied by Konica Minolta and shall not use throughput material such as paper, film, staples etc. which has not been approved by Konica Minolta;
- (f) allow Konica Minolta or anyone authorised by Konica Minolta to inspect and examine the equipment and the copy counting device, if applicable, at all reasonable times, subject however, to the Customer's security regulations in force from time to time;
- (g) use the equipment only for the purpose for which it has been designed, and in accordance with Konica Minolta's instructions;
- (h) acknowledge that the photoconductor drum, heater rollers, transfer rollers, thermal heads and image units, whichever is applicable to the equipment, is prone to damage and must therefore be treated with special care; failing which Konica Minolta shall, notwithstanding anything to the contrary herein contained, not be obliged to repair or replace them or any of them free of charge;
- (i) nominate a responsible person to act as key operator for the unit (such initial person to be trained by Konica Minolta free of charge).
5. Konica Minolta shall be exempted from and shall not be liable under any circumstances whatever for any loss of profit or other special damages or any indirect or consequential damages of any nature, whether in the contemplation of the parties or not which the Customer may suffer as a result of any breach by Konica Minolta of any of its obligations to the Customer.
6. (a) Konica Minolta may vary any of the terms of this Agreement by giving the Customer written notice of the variations at least 30 (thirty) days before they are due to take effect.
- (b) The Customer shall thereupon have the right to terminate this Agreement with effect from the date on which the variations are due to take effect by giving written notice to Konica Minolta within 15 (fifteen) days from the date he received Konica Minolta's notice of the variations, failing which the variations will be binding on the Customer.
- (c) Notwithstanding the foregoing, Konica Minolta shall be entitled to review and increase the copy/service charges/fees set out in the Schedule hereto on an annual basis; such increases to take effect only from the anniversaries of the date of installation of the equipment and to be notified to the Customer not less than 30 (thirty) days prior to any such anniversary, and provided each such increase does not exceed 10% of the existing copy/service charges/fees, then this shall not be a variation entitling the Customer to terminate this Agreement in terms of paragraph (b) of this clause. Konica Minolta's charges/fees will however, always remain market related.
- (d) Konica Minolta's review of charges/fees as contemplated in paragraph (c) of this clause is designed to cater for the effects of inflation and other increases in labour and travelling costs, and assumes that Rand : foreign currency exchange rate fluctuations will be of a minor nature. If, however, unfavourable exchange rates are experienced, Konica Minolta reserves the right, at any time, to review the charges/fees applied under this Agreement, to cater for such unfavourable exchange rates. Such a review will be construed as a variation as noted in clause (a) above.
- (e) Any revision of the copy/service charges/fees made under this clause will result in a revised monthly committed copy volume/service charge value.
7. (a) Konica Minolta may cancel this Agreement summarily if the Customer fails to pay any amount due in terms of Clause 2(a) above.
- (b) Both parties may cancel this Agreement summarily if the other:
- (i) commits any act of insolvency, is sequestrated whether provisionally or finally, or enters into judicial management or liquidation, whether provisional or final; or
- (ii) commits any other breach of any of the terms of this Agreement and fails to remedy such breach within 7 (seven) days after receipt of written notice from the aggrieved party requiring him to do so.
- (c) Konica Minolta's rights under (a) and (b) are not exhaustive and in particular in the event of cancellation of this Agreement by Konica Minolta on the basis of any of the grounds set out in (a) or (b) above, then the Customer shall, on demand by Konica Minolta, pay to Konica Minolta all amounts in arrear in terms thereof at the date of cancellation, plus an amount equal to the aggregate of what would have been the total monthly minimum charge (as set out in the Schedule hereto) for the balance of the period of this Agreement.
- (d) No relaxation of or waiver by either party of any of the terms of this Agreement shall prejudice that party's right to enforce this obligation on any subsequent occasion.
- (e) In the event of either party being in breach of any of its obligations in terms of this Agreement then, without prejudice to any other remedies or rights the aggrieved party may have, including the right of cancellation, all of which rights and remedies it shall nevertheless be entitled to exercise, the aggrieved party shall be entitled to suspend the performance of its own obligations, until the breach is remedied by the defaulting party.
8. The Customer shall not be entitled to cede any of its rights under this Agreement without Konica Minolta's prior written consent which shall not unreasonably be withheld.
9. (a) This document, the Schedule and any Annexures hereto signed by the parties and attached hereto, shall constitute the whole Agreement between Konica Minolta and the Customer, and the Customer acknowledges that Konica Minolta has not agreed to any terms, conditions or warranties or made any representations, other than those stated in the aforementioned documents. The conditions of this Agreement shall apply to each and every Annexure which the parties may enter into. The conclusion of each Schedule shall create a separate independent Agreement.
- (b) Subject to the provisions of clause 6 no alteration or variation of this Agreement shall be of any force or effect unless it is recorded in writing and signed by both parties.
- (c) By signing this Agreement the signatory confirms that he has the authority (ex-officio or by board resolution) to sign, endorse and execute all documents for and on behalf of the Customer.
10. This Agreement is subject to and conditional upon the information provided by the Customer in terms of the confidential Customer Information being acceptable to Konica Minolta.
11. This Agreement shall be governed by and construed in accordance with the Laws of the Republic of South Africa.
- 12.1 Both parties hereby consent to the other instituting any proceedings against the other party arising out of this agreement in any Magistrate's Court, notwithstanding that the subject matter of such proceedings would exceed the jurisdiction of such Court.
- 12.2 If any terms of this Agreement are found to be unenforceable, that term will be deleted and the remaining terms will remain unaffected.
13. The parties accept as their respective domicilium citandi et executandi for the purposes of this Agreement the addresses as recorded in the Schedule.
- Either party may change its' aforesaid address to any other address in the Republic of South Africa by giving to the other party no less than 14 (fourteen) days written notice of such change.
14. Any notice addressed to the Customer at the domicilium citandi et executandi required to be stated as per clause 13 above, and sent by post shall be deemed to be received by him 7 (seven) days after its posting.
15. All notices and all payments effected or made in terms of or in pursuance of this Agreement, shall be effected or made, as the case may be, to the domicilium citandi et executandi specified or provided for in terms of clause 13 above.
16. All prices quoted in this Agreement, Schedule and any Annexures attached hereto reflects both VAT Exclusive and VAT inclusive amounts.



KONICA MINOLTA
SOUTH AFRICA

ALL-IN MAINTENANCE AGREEMENT

between

MINOLCO (Pty) Ltd (Reg. No. 1997/010942/07)
trading as Konica Minolta South Africa

(Konica Minolta)
(VAT Reg. No. 4370151468)

and

(The Customer)

(VAT Reg. No. _____)



a member of the
BID Vest Group

The essentials of imaging

www.konicaminoltasa.com

1 of 4

KMAIM 12/06 15

MINOLCO (PTY) LTD (Reg. No. 1997/010942/07) trading as KONICA MINOLTA SOUTH AFRICA
 35 Modulus Road, Theba Extension 5, Johannesburg PO Box 2194, Southdale, 2195

ALL-IN MAINTENANCE SERVICE AGREEMENT SCHEDULE

CUSTOMER: Benfontein Municipality
 Invoicing address: P O Box 80
 Pretoria 7320

ORDER NO. BMA2843 DATE 27/11/2009
 Installation address: Porterville Municipal Office
 Mark Street
 Porterville

Tel. No: 022-9312100
 Distance from servicing centre 100 km

MODEL	SERIAL NO	MONTHLY COPY VOLUMES		RATES PER A4 COPY	
		COPY VOLUMES	EXCL VAT	EXCL VAT	INCL VAT
B501	5041001720	BLACK & WHITE ALL COPIES @	4.12 CENTS	4.70 CENTS	
IC-207		Print Controller	TO	CENTS	
FK-502		Fax Kit	TO	CENTS	
MK-708		Mount Kit	TO	CENTS	
FS-522	21009941	TO	CENTS		
		COLOUR ALL COPIES @	TO	CENTS	
		TO	CENTS		
		EXCESS RAW COPY CHARGE	7.02 CENTS	8.00 CENTS	
		EXCESS COLOUR COPY CHARGE	CENTS	CENTS	

Recommended maximum monthly copy volume:
 Copies 60000 B/W Colour
 Period 36 months B/W Colour

Copies Included n/a B/W Colour
 Monthly Committed Copy Volume/Service Charge:
 R 0.00 R 0.00
 TOTAL: (excluding VAT)
 TOTAL: (including VAT) R 0.00

PLEASE ENTER "YES" OR "NO" AS APPLICABLE	
CONSUMABLES CHARGEABLE	No
OTHER ADDENDA TO THIS AGREEMENT INCLUDED IN COPY CHARGE	No
SOFTWARE SUPPORT FOR CONTROLLER INCLUDED IN COPY CHARGE	Yes

ACCEPTED BY CUSTOMER:
 Name (Print): A. PERERA Capacity: 4
 Signature: [Signature] Date: 28/11/2009
 ACCEPTED BY KONICA MINOLTA:
 Name (Print): [Signature] Capacity: 4
 Signature: [Signature] Date: 28/11/2009
 NATIONAL ADMIN. MANAGER

FOR OFFICE USE ONLY
 CONTRACT NO: 400 99081
 CUST. NO: 4125942
 MEAS POINT BW: 021 910 100
 ADDN TO EDP: 021 910 100
 EQUIPMENT NO: 021 910 100
 REP CODE/CODES: 5171C / Willie Engelbrecht
 INTERNET ACCESS: Yes M/R E-MAIL ADDRESS: porterville@kwaccess.co.za

GENERAL CONDITIONS OF ALL-IN-MAINTENANCE AGREEMENT FOR COPIERS, FACSIMILE MACHINES AND LASER PRINTERS

- These are the general conditions which will apply if the Customer's order is accepted by Konica Minolta. "Konica Minolta" means Minolta (Pty) Ltd trading as Konica Minolta South Africa or its successors, delegates, assignees or successors in title.
1. This Agreement shall commence on the date (as certified by Konica Minolta and as noted as "Start Date" on the Schedule) the equipment is installed and shall continue in force for the full period as noted on the Schedule. However, this Agreement shall remain in force for further monthly periods unless terminated by either party giving to the other not less than 30 (thirty) days written notice by registered post.
2. (a) (i) The Customer shall pay Konica Minolta the total monthly minimum charge if any, and any additional copy charges if any, calculated at the rate specified in this Schedule, payable by instalments upon the receipt of invoices from Konica Minolta, together with the applicable interest on all overdue amounts at the rate of 2% above the prime lending rate charged by the bankers or any cessatory.
 (ii) For purposes of this Agreement, "copies" are defined as including all A4 copies or prints, whether colour or black and white.
 (iii) If applicable, monthly copies shall be determined by means of the meters attached to the equipment. Reading of such meters will be in the first instance the responsibility of the Customer who undertakes to provide Konica Minolta with monthly meter readings upon telephone or electronic request being made by Konica Minolta. Konica Minolta reserves the right to check the meter readings from time to time. Accordingly, the Customer's premises will be subject to the Customer's security regulations in force from time to time.
 (iv) The Customer acknowledges that where a recommended minimum monthly copy volume has been entered onto the Schedule, any copy volume in excess of this maximum monthly copy volume will cause excessive wear and tear in breach of Clause 4(b) below, and the excess copy charge will apply to such excess copy volume.
3. Konica Minolta shall provide a maintenance service for the equipment during the period of this Agreement in accordance with the following provisions:
 (a) (i) It will, subject to the provisions of this Agreement, make inspections, carry out such adjustments and repairs and replace such parts as Konica Minolta or its authorised Dealer may deem necessary to keep this equipment in good working order throughout the period of this Agreement.
 (ii) Where a Digital Controller is part of the initial equipment installed, Konica Minolta will provide technical service for this Controller throughout the period of this Agreement. Konica Minolta's software support obligation which is included in the price of the controller, will be limited to the installation, connection and commissioning of the Digital Controller on the Customer's network. Thereafter, all software support services will be supplied to the Customer by Konica Minolta on a quoted time and materials basis at the rates in place from time to time or by an adjustment to the copy service charges to cater for such software support, such adjustment to be confirmed on the Schedule to this Agreement.
 Where a Digital Controller is added onto an existing equipment configuration, then Konica Minolta will provide technical service for this Controller for the balance of the Agreement. Other than the installation, connection and commissioning of the Digital Controller, all of which costs are included in the price of the Controller, all software support services will be supplied to the Customer by Konica Minolta on a quoted time and materials basis at the rates in place from time to time or by an adjustment to the copy service charges to cater for such software support.
4. During the period of this Agreement the Customer shall:
 (a) (i) provide for the equipment such place with such electrical connection or telephone connection, if applicable, as Konica Minolta considers suitable. Once installed, the equipment may not be moved without Konica Minolta's prior consent.
 (ii) Konica Minolta will move the equipment to a new site (whether or not in the premises in which it was originally installed) if so requested by the Customer, provided that the Customer shall pay Konica Minolta the cost of so doing, based upon Konica Minolta's charges prevailing at the time, and as determined by Konica Minolta. In the event that the Customer, or anyone else other than Konica Minolta, so moves the equipment, the Customer shall be liable to pay to Konica Minolta, for any repairs, new or substituted parts or materials required as a result of such a move;
 (iii) use the equipment with care and take reasonable precautions to avoid accidents and to safeguard it from loss or damage and excessive wear and tear;
 (iv) notify Konica Minolta immediately of any loss of, or damage to, the equipment or any failure of the equipment to function;
 (v) not repair the equipment nor have it repaired by anyone else other than Konica Minolta or its authorised Dealer in terms of clause 3;
5. (a) (i) Where the equipment installed is a refurbished or second-hand model, the ongoing supply of replacement spare parts are dependent on them being available from Konica Minolta's Supplier.
 (ii) The copier consumables supplied under this Agreement, if any, are those necessary to produce black and colour copies, but excludes the supply of tonoughr material such as paper, film, staples etc. Any staples supplied for any equipment will be supplied and charged for at an agreed contracted price.
 (iii) Where the equipment is a plain paper facsimile machine or a laser printer, the supply of the image cartridge which includes toner, or laser or other supplied separately, will be charged at the current price.
 (iv) Where the equipment installed is a refurbished or second-hand model, the ongoing supply of replacement consumables are dependent on them being available from Konica Minolta's Supplier.
 (v) Konica Minolta shall not charge for any routine maintenance, any repair work, parts or for any replacement parts, where the need for such work or parts arises only from wear and tear. However, if the repair arises out of component or mis-use in operation, careless handling, damage caused as a result of floods, fire, theft, acts of God, lightning or other causes, or by any person other than Konica Minolta or its authorised Dealer, or the use of inappropriate material such as paper, film, staples etc. not approved by Konica Minolta, a charge will be levied at the prevailing rates and charges as determined by Konica Minolta from time to time.
 (vi) Konica Minolta will be entitled to charge for any work carried out at the Customer's request where work is to be done outside of Konica Minolta's normal business hours.
 (vii) Where the Customer is obliged to pay a charge for any work, travelling or replacement parts, the charge shall be payable at Konica Minolta's then prevailing rates and charges as determined by Konica Minolta from time to time.
 (viii) Konica Minolta offers services free of travelling charges within a 50km radius from the allocated Konica Minolta or authorised Dealer servicing centre. If, however, the location of the equipment is outside of this 50km radius, a travelling charge will be levied, this charge to be at Konica Minolta's prevailing rates as determined by Konica Minolta from time to time.

MINOLCO (PTY) LTD (Reg. No. 1997/010942/07) trading as KONICA MINOLTA SOUTH AFRICA
 35 Modulus Road, Thetis Extension 5, Johannesburg PO Box 2134, Southdale, 2135

ALL-IN MAINTENANCE SERVICE AGREEMENT SCHEDULE

CUSTOMER: Bergdriewer, Municipality
 Invoicing address: P O Box 60
 Ploketbera 7320
 Tel. No.: 022 - 9131126

ORDER NO: BHM42843 DATE: 27/11/2009
 Installation address: Veldrif Municipal Office
 Voornrekker Avenue Veldrif
 Tel. No.: 022 - 7631112
 Distance from servicing centre: 170 km

MODEL	SERIAL NO	COPY VOLUMES	RATES PER A4 COPY	EXCL. VAT	INCL. VAT
B501	5041002324	BLACK & WHITE ALL COPIES @	4.12	CENTS	4.70
IC-207		Print Controller		CENTS	
FK-502		Fax Kit		CENTS	
MK-708		Mount Kit		CENTS	
FS-522	21010220	COLOUR ALL COPIES @	7.02	CENTS	8.00
		TO		CENTS	
		EXCESS B&W COPY CHARGE		CENTS	
		EXCESS COLOUR COPY CHARGE		CENTS	

MONTHLY MINIMUM CHARGE
 Monthly Committed Copy Volume/Service Charge: R 0.00
 TOTAL: (excluding VAT) R 0.00
 TOTAL: (including VAT) R 0.00

*Address for domiciliation (if any) of tax-related purposes if different from installation address above:

MONTHLY MINIMUM CHARGE
 Recommended maximum monthly copy volume:
 Copies 60000 B&W Colour
 Period: 36 months
 Copies included: n/a B&W Colour

PLEASE ENTER "YES" OR "NO" AS APPLICABLE	CONSUMABLES CHARGEABLE	NO
OTHER ADDENDA TO THIS AGREEMENT		No
SOFTWARE SUPPORT FOR CONTROLLER INCLUDED IN COPY CHARGE		Yes

ACCEPTED BY CUSTOMER:
 Name (Print): A. BERGDRIEWER
 Capacity: 3CM
 Signature: [Signature]
 Date: 15/11/09
 Witness: [Signature]
 Date: 23/10/2009

ACCEPTED BY KONICA MINOLTA:
 Capacity: OK
 Signature: [Signature]
 Date: 23/10/2009
 NATIONAL IDENTITY MANAGER

FOR OFFICE USE ONLY
 CONTRACT NO: 400 99084
 CUST NO: 4125042
 MEAS POINT BW: 001 941 COL: 100
 ADDN TO EDP: 11011010
 EQUIPMENT NO: 10422 2014
 REP CODE/CODES: 5117C / Willie Engelbrecht
 INTERNET ACCESS Yes No MR E-MAIL ADDRESS: vanmickler@bergmuni.lt.org.za

SERVICING BRO/LR: Peet
 DEALER NO: 8141209
 INSTALLATION DATE: 11/11/09
 OPENING MR: 100 B&W COLOUR
 CONTACT PERSON: Caluereen Vanmickler
 TELEPHONE: 022 - 7631112
 CONTRACT START DATE: 01/11/2009 EXT:

GENERAL CONDITIONS OF ALL-IN-MAINTENANCE AGREEMENT FOR COPIERS, FACSIMILE MACHINES AND LASER PRINTERS

These are the general conditions which will apply if the Customer's order is accepted by Konica Minolta, Konica Minolta (Pty) Ltd trading as Konica Minolta South Africa or its customers, delegates, assignees or successors in title.

1. This Agreement shall commence on the date (as certified by Konica Minolta) on which the equipment is delivered to the Customer in accordance with the Schedule. This Agreement shall remain in force for further monthly payments as determined by either party giving to the other not less than 30 (thirty) days written notice by registered post.

2. (a) (i) The Customer shall pay Konica Minolta the total monthly minimum charge if any, and the additional copy charges if any, calculated at the rates set out in the Schedule. (ii) Konica Minolta shall be entitled to charge interest on all overdue accounts at the rate of 2% per month, plus the prime lending rate charged by its bankers or any successors. (b) For purposes of this Agreement, "copies" are defined as including all A4 copies or prints, whether colour or black and white. (c) If applicable, monthly copies shall be determined by means of the meters attached to the equipment. Readings of such meters will be, in this first instance, the non-liability of the Customer who may wish to provide Konica Minolta with monthly meter readings upon delivery or electronic readings received by Konica Minolta. Konica Minolta reserves the right to check the readings from time to time. Access to the Customer's premises shall be subject to the Customer's security regulations in force from time to time. (d) The Customer acknowledges that where a recommended maximum monthly copy volume has been entered onto the Schedule, any copy volume in excess of this maximum monthly copy volume will cause excessive wear and tear in breach of Clause 4(b) below and the excess copy charge will apply to such excess copy volume. (e) In the event of a breakdown or malfunction of the copy meters, monthly volume billing purposes shall be established by reference to the average copy volume over previous months. (f) Monthly billing is assessed on the basis of monthly committed copy volume/service charge or accrued copy charges, whichever is the greater.

3. Konica Minolta shall provide a maintenance service for the equipment during the period of this Agreement in accordance with the following provisions:

(a) (i) It will, subject to the provisions of this Agreement, make inspections, carry out such adjustments and repairs and replace such parts as Konica Minolta or its authorised Dealer may deem necessary to keep this equipment in good working order throughout the period of this Agreement. (ii) Where a Digital Controller is part of the initial equipment installed, Konica Minolta will provide technical services for this Controller throughout the period of this Agreement. Konica Minolta's software support obligation which is included in the price of the controller will be limited to the installation, connection and commissioning of the Digital Controller on the Customer's network. Thereafter, all software support services will be supplied to the Customer by Konica Minolta on a quoted time and materials basis as the basis in place from time to time or by an adjustment to the copy service charges to cater for such software support. Such adjustment to be confirmed on the Schedule to this Agreement. Where a Digital Controller is added onto an existing equipment configuration, then Konica Minolta will provide technical service for the Controller for the balance of the Agreement. Other than the installation, connection and commissioning of the Digital Controller, all of which costs are included in the price of the Controller, all software support services will be supplied to the Customer by Konica Minolta on a quoted time and materials basis at the rates in place from time to time or by an adjustment to the copy service charges to cater for such software support.

4. During the period of this Agreement the Customer shall:

(a) (i) provide for the equipment such place with such electrical connection or telephone connection, if applicable, as Konica Minolta considers suitable. Once installed, the equipment may not be moved without Konica Minolta's prior consent; (ii) Konica Minolta will move the equipment to a new site (whether or not in the premises in which it was originally installed) if so requested by the Customer, provided that the Customer shall pay Konica Minolta the cost of so doing, based upon Konica Minolta's charges prevailing at the time, and as determined by Konica Minolta. In the event that the Customer, or anyone else, other than Konica Minolta, moves the equipment, the Customer shall be liable to pay to Konica Minolta, for any repairs, new or substituted parts or materials required as a result of such a move; (b) use the equipment with care and take reasonable precautions to avoid accidents and to safeguard it from loss or damage and excessive wear and tear; (c) notify Konica Minolta immediately of any loss of, or damage to, the equipment or part thereof or any failure of the equipment to function; (d) not repair the equipment nor have it repaired by anyone else other than Konica Minolta or its authorised Dealer in terms of clause 3;

such adjustment to be confirmed on the Schedule to this Agreement.

(a) Where the equipment installed is a refurbished or second-hand model, the on-going supply of replacement spare parts are dependent on them being available from Konica Minolta's Supplier.

(b) (i) The copier consumables supplied under this Agreement, if any, are those necessary to produce black and colour copies, but excludes the supply of throughput material such as paper, ink, staples, etc. Any staples supplied for any equipment will be supplied and charged for at an agreed contracted price. (ii) Where the equipment is a plain paper facsimile machine or a laser printer, the supply of the image cartridge which includes toner, or toner or server supplied separately, will be charged at the current price. (iii) Where the equipment installed is a refurbished or second-hand model, the on-going supply of replacement consumables are dependent on them being available from Konica Minolta's Supplier.

(c) Konica Minolta shall not charge for any routine maintenance, any repair work done, or for any replacement parts, where the need for such work or parts arises only from fair wear and tear. However, if the repair arises out of carelessness or misuse in operation, careless handling, damage caused as a result of floods, fire, theft, acts of God, adjustments or repairs made by any person other than Konica Minolta or its authorised Dealer, or the use of throughput material such as paper, ink, staples etc. not approved by Konica Minolta, a charge will be levied at the prevailing rate and charges as determined by Konica Minolta from time to time.

(d) Konica Minolta will be entitled to charge for any work carried out at the Customer's request where work is to be done outside of Konica Minolta's normal business hours.

(e) Where the Customer is obliged to pay a charge for any work, travelling or replacement parts, the charge shall be payable as Konica Minolta then prevailing rates and charges as determined by Konica Minolta from time to time.

(f) Konica Minolta offers services free of travelling charge within a 50km radius from the location of the equipment is outside of the 50km radius, a travelling charge will be levied, the charge to be at Konica Minolta's prevailing rates as determined by Konica Minolta from time to time.

GENERAL CONDITIONS OF ALL-IN-MAINTENANCE AGREEMENT FOR COPIERS, FACSIMILE MACHINES AND LASER PRINTERS

These are the general conditions which will apply if the Customer's order is accepted by Konica Minolta. "Konica Minolta" means Minolco (Pty) Ltd trading as Konica Minolta South Africa or its cessionaries, dalagatees, assignaes or successors in titla.

1. This Agreement shall commence on the date (as certified by Konica Minolta and as noted as "Start Date" on the Schedule) the equipment is installed and shall continue in force for the full period as noted on the Schedule. Thereafter, this Agreement will remain in force for further monthly periods unless terminated by either party giving to the other not less than 30 (thirty) days written notice by registered post.

2. (a) (i) The Customer shall pay Konica Minolta the total monthly minimum charge if any, and the additional copy charges if any, calculated at the rate specified in the Schedule, monthly in arrears upon presentation of invoice. Konica Minolta shall be entitled to charge interest on all overdue accounts at the rate of 2% above the prime lending rate charged by it's bankers or any cessionary.

(a) (ii) For purposes of this Agreement, "copies" are defined as including all A4 copies or prints, whether colour or black and white.

(b) If applicable, monthly copies shall be determined by means of the meters attached to the equipment. Reading of such meters will be, in the first instance, the responsibility of the Customer who undertakes to provide Konica Minolta with monthly meter readings upon telephonic or electronic request being made by Konica Minolta. Konica Minolta however, reserves the right to check the readings from time to time. Access to the Customer's premises shall be subject to the Customer's security regulations in force from time to time.

(c) The Customer acknowledges that where a recommended maximum monthly copy volume has been entered onto the Schedule, any copy volumes made in excess of this maximum monthly copy volume, will cause excessive wear and tear in breach of Clause 4(b) below and the excess copy charge will apply to such excess copy volumes.

(d) In the event of a breakdown or malfunction of the copy meters, monthly volume for billing purposes shall be established by reference to the average copy volume over previous months.

(e) Monthly billing is assessed on the basis of monthly committed copy volume/service charge or accrued copy charges, whichever is the greater.

3. Konica Minolta shall provide a maintenance service for the equipment during the period of this Agreement in accordance with the following provisions:

(a) (i) It will, subject to the provisions of this Agreement, make inspections, carry out such adjustments and repairs and replace such parts as Konica Minolta or its authorised Dealer may deem necessary to keep this equipment in good working order throughout the period of this Agreement.

(ii) Where a Digital Controller is part of the initial equipment installed, Konica Minolta will provide technical service for this Controller throughout the period of this Agreement. Konica Minolta's software support obligation which is included in the price of the controller, will be limited to the installation, connection and commissioning of the Digital Controller on the Customer's network. Thereafter, all software support services will be supplied to the Customer by Konica Minolta on a quoted time and materials basis at the rates in place from time to time or by an adjustment to the copy service charges to cater for such software support, such adjustment to be confirmed on the Schedule to this Agreement.

Where a Digital Controller is added onto an existing equipment configuration, then Konica Minolta will provide technical service for this Controller for the balance of the Agreement. Other than the installation, connection and commissioning of the Digital Controller, all of which costs are included in the price of the Controller, all software support services will be supplied to the Customer by Konica Minolta on a quoted time and materials basis at the rates in place from time to time or by an adjustment to the copy service charges to cater for such software support,

such adjustment to be confirmed on the Schedule to this Agreement.

(iii) Where the equipment installed is a refurbished or second-hand model, the on-going supply of replacement spare parts are dependant on them being available from Konica Minolta's Supplier.

(b) (i) The copier consumables supplied under this Agreement, if any, are those necessary to produce black and colour copies, but excludes the supply of throughput material such as paper, film, staples etc. Any staples supplied for any equipment will be supplied and charged for at an agreed contracted price.

(ii) Where the equipment is a plain paper facsimile machine or a laser printer, the supply of the image cartridge which includes toner, or toner or starter supplied separately, will be charged at the current price.

(iii) Where the equipment installed is a refurbished or second-hand model, the on-going supply of replacement consumables are dependant on them being available from Konica Minolta's Supplier.

(c) Konica Minolta shall not charge for any routine maintenance, any repair work done, or for any replacement parts, where the need for such work or parts arises only from fair wear and tear. However, if the repair arises out of carelessness or misuse in operation, careless handling, damage caused as a result of floods, fire, riots, acts of God, adjustments or repairs made by any person other than Konica Minolta or its authorised Dealer, or the use of throughput material such as paper, film, staples etc. not approved by Konica Minolta, a charge will be levied at the prevailing rates and charges as determined by Konica Minolta from time to time.

(d) Konica Minolta will be entitled to charge for any work carried out at the Customer's request where work is to be done outside of Konica Minolta's normal business hours.

(e) Where the Customer is obliged to pay a charge for any work, travelling or replacement parts, the charge shall be payable at Konica Minolta's then prevailing rates and charges as determined by Konica Minolta from time to time.

(f) Konica Minolta offers service free of travelling charge within a 50km radius from the allocated Konica Minolta or authorised Dealer servicing centre. If, however, the location of the equipment is outside of this 50km radius, a travelling charge will be levied, this charge to be at Konica Minolta's prevailing rates as determined by Konica Minolta from time to time.

4. During the period of this Agreement the Customer shall:

(a) (i) provide for the equipment such place with such electrical connection or telephone connection, if applicable, as Konica Minolta considers suitable. Once installed, the equipment may not be moved without Konica Minolta's prior consent;

(ii) Konica Minolta will move the equipment to a new site (whether or not in the premises in which it was originally installed) if so requested by the Customer, provided that the Customer shall pay Konica Minolta the cost of so doing, based upon Konica Minolta's charges prevailing at the time, and as determined by Konica Minolta. In the event that the Customer, or anyone else, other than Konica Minolta, so moves the equipment, the Customer shall be liable to pay to Konica Minolta, for any repairs, new or substituted parts or materials required as a result of such a move;

(b) use the equipment with care and take reasonable precautions to avoid accidents and to safeguard it from loss or damage and excessive wear and tear;

(c) notify Konica Minolta immediately of any loss of, or damage to, the equipment or part thereof or any failure of the equipment to function;

(d) not repair the equipment nor have it repaired by anyone else other than Konica Minolta or its authorised Dealer in terms of clause 3;

- (e) not use any part or component for the equipment including black toner, if applicable, which has not been supplied by Konica Minolta and shall not use throughput material such as paper, film, staples etc. which has not been approved by Konica Minolta;
- (f) allow Konica Minolta or anyone authorised by Konica Minolta to inspect and examine the equipment and the copy counting device, if applicable, at all reasonable times, subject however, to the Customer's security regulations in force from time to time;
- (g) use the equipment only for the purpose for which it has been designed, and in accordance with Konica Minolta's instructions;
- (h) acknowledge that the photoconductor drum, heater rollers, transfer rollers, thermal heads and image units, whichever is applicable to the equipment, is prone to damage and must therefore be treated with special care; failing which Konica Minolta shall, notwithstanding anything to the contrary herein contained, not be obliged to repair or replace them or any of them free of charge;
- (i) nominate a responsible person to act as key operator for the unit (such initial person to be trained by Konica Minolta free of charge).
5. Konica Minolta shall be exempted from and shall not be liable under any circumstances whatever for any loss of profit or other special damages or any indirect or consequential damages of any nature, whether in the contemplation of the parties or not which the Customer may suffer as a result of any breach by Konica Minolta of any of its obligations to the Customer.
6. (a) Konica Minolta may vary any of the terms of this Agreement by giving the Customer written notice of the variations at least 30 (thirty) days before they are due to take effect.
- (b) The Customer shall thereupon have the right to terminate this Agreement with effect from the date on which the variations are due to take effect by giving written notice to Konica Minolta within 15 (fifteen) days from the date he received Konica Minolta's notice of the variations, failing which the variations will be binding on the Customer.
- (c) Notwithstanding the foregoing, Konica Minolta shall be entitled to review and increase the copy/service charges/fees set out in the Schedule hereto on an annual basis; such increases to take effect only from the anniversaries of the date of installation of the equipment and to be notified to the Customer not less than 30 (thirty) days prior to any such anniversary, and provided each such increase does not exceed 10% of the existing copy/service charges/fees, then this shall not be a variation entitling the Customer to terminate this Agreement in terms of paragraph (b) of this clause. Konica Minolta's charges/fees will however, always remain market related.
- (d) Konica Minolta's review of charges/fees as contemplated in paragraph (c) of this clause is designed to cater for the effects of inflation and other increases in labour and travelling costs, and assumes that Rand : foreign currency exchange rate fluctuations will be of a minor nature. If, however, unfavourable exchange rates are experienced, Konica Minolta reserves the right, at any time, to review the charges/fees applied under this Agreement, to cater for such unfavourable exchange rates. Such a review will be construed as a variation as noted in clause (a) above.
- (a) Any revision of the copy/service charges/fees made under this clause will result in a revised monthly committed copy volume/service charge value.
7. (a) Konica Minolta may cancel this Agreement summarily if the Customer fails to pay any amount due in terms of Clause 2(a) above.
- (b) Both parties may cancel this Agreement summarily if the other:
- (i) commits any act of insolvency, is sequestrated whether provisionally or finally, or enters into judicial management or liquidation, whether provisional or final; or
- (ii) commits any other breach of any of the terms of this Agreement and fails to remedy such breach within 7 (seven) days after receipt of written notice from the aggrieved party requiring him to do so.
- (c) Konica Minolta's rights under (a) and (b) are not exhaustive and in particular in the event of cancellation of this Agreement by Konica Minolta on the basis of any of the grounds set out in (a) or (b) above, then the Customer shall, on demand by Konica Minolta, pay to Konica Minolta all amounts in arrear in terms thereof at the date of cancellation, plus an amount equal to the aggregate of what would have been the total monthly minimum charge (as set out in the Schedule hereto) for the balance of the period of this Agreement.
- (d) No relaxation of or waiver by either party of any of the terms of this Agreement shall prejudice that party's right to enforce this obligation on any subsequent occasion.
- (e) In the event of either party being in breach of any of its obligations in terms of this Agreement then, without prejudice to any other remedies or rights the aggrieved party may have, including the right of cancellation, all of which rights and remedies it shall nevertheless be entitled to exercise, the aggrieved party shall be entitled to suspend the performance of its own obligations, until the breach is remedied by the defaulting party.
8. The Customer shall not be entitled to cede any of its rights under this Agreement without Konica Minolta's prior written consent which shall not unreasonably be withheld.
9. (a) This document, the Schedule and any Annexures hereto signed by the parties and attached hereto, shall constitute the whole Agreement between Konica Minolta and the Customer, and the Customer acknowledges that Konica Minolta has not agreed to any terms, conditions or warranties or made any representations, other than those stated in the aforementioned documents. The conditions of this Agreement shall apply to each and every Annexure which the parties may enter into. The conclusion of each Schedule shall create a separate independent Agreement.
- (b) Subject to the provisions of clause 6 no alteration or variation of this Agreement shall be of any force or effect unless it is recorded in writing and signed by both parties.
- (c) By signing this Agreement the signatory confirms that he has the authority (ex-officio or by board resolution) to sign, endorse and execute all documents for and on behalf of the Customer.
10. This Agreement is subject to and conditional upon the information provided by the Customer in terms of the confidential Customer information being acceptable to Konica Minolta.
11. This Agreement shall be governed by and construed in accordance with the Laws of the Republic of South Africa.
- 12.1 Both parties hereby consent to the other instituting any proceedings against the other party arising out of this agreement in any Magistrate's Court, notwithstanding that the subject matter of such proceedings would exceed the jurisdiction of such Court.
- 12.2 If any terms of this Agreement are found to be unenforceable, that term will be deleted and the remaining terms will remain unaffected.
13. The parties accept as their respective domicilium citandi et executandi for the purposes of this Agreement the addresses as recorded in the Schedule.
- Either party may change its' aforesaid address to any other address in the Republic of South Africa by giving to the other party no less than 14 (fourteen) days written notice of such change.
14. Any notice addressed to the Customer at the domicilium citandi et executandi required to be stated as per clause 13 above, and sent by post shall be deemed to be received by him 7 (seven) days after its posting.
15. All notices and all payments effected or made in terms of or in pursuance of this Agreement, shall be effected or made, as the case may be, to the domicilium citandi et executandi specified or provided for in terms of clause 13 above.
16. All prices quoted in this Agreement, Schedule and any Annexures attached hereto reflects both VAT Exclusiva and VAT Inclusive amounts.