



**OFFICE**  
TECHNOLOGY  
Let Your Work Flow



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***CUSTOMER INFORMATION:***

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**This is a Service Contract Between Office Technology (Irl) Ltd, and**

**Customer Name:**

**Business  
Address:**

**Email:**

**Phone Number:**



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**Driven by Service**

## Service Details for Prints Solutions

The service agreement charge includes replacement of consumable spare parts as per the manufacturers recommended volume usage, excluding toner. Printed circuit boards are covered as per manufacturer's warranty. Toner will be invoiced at per box \ tube plus V.A.T. Where a toner inclusive cost per print is agreed, tubes of toner will be supplied for usage F.O.C based upon a print volume yield per tube in accordance with an industry standard of no more than 5% coverage per colour per A4 page and subject to your account being kept within credit terms.

The company will perform service calls at no additional charge. All work will be performed on the user's premises, unless, in the opinion of the company, the work must be performed in one of the company's service workshops. The user agrees to give the company representative full and free access to the equipment and supplies. All work will be performed during normal business hours.

Damage by abuse, accident, theft, and damage due to repairs effected by someone other than an authorised Company representative or an appointed key operator, are excluded. Damage to accessories is also excluded. Office Technology (irl) Ltd equipment is designed for usage with recommended supplies. If materials, other than those supplied by the company are used, Office Technology (irl) Ltd's responsibility under the agreement will cease. If costs increase in the future, the user hereby agrees the company's right to agree annually, the price per print and toner charge.

The company will guarantee to provide supplies and service for a minimum period of one year commencing with the installation of the equipment (The primary period). Thereafter the agreement will continue from year to year on the same terms and conditions.

The agreement will be cancelled if

- The user gives the company at least 180 days written notice any time after the primary period
- The company gives the user at least 30 days' notice

In the event of a customer terminating the agreement, the parties agree that the following provisions as to damages shall apply:

- (a) The customer will pay all monies due under the agreement up to and including the date of the notice of termination and
- (b) The customer shall pay damages calculated at the rate of the average monthly copy charges from the date of notice of termination of the contract until actual termination at the end of the notice period.
- (c) The customer recognises and accepts that the said monthly copy charge (the average calculated from the last twelve monthly copy charges) represents a fair measure of the losses to Office Technology.

This contract is the full agreement between the user and the company for the equipment and service provided, and these terms are the only ones that will apply and replace any previous agreement for the equipment. This agreement is not transferable to a third party. The terms of this agreement cannot be changed unless the changes are put in writing and signed by a director of Office Technology (irl) Ltd and someone the user now authorises to sign the changes on your behalf.

The company reserves the right to withhold service in the event of non-payment of service charges.

**List of devices covered under this contract**

DATE	MODEL	SER NO	ASSET NO	Start Readings		Copy Costs	
				BLACK	COLOUR	BLACK	COLOUR

**Service Details for Print Solutions**

Initial I.T. Installation of up to 5 devices will be carried out free of charge. Any Further requirements will be charged at an hourly rate of €90 per hour or part thereof, payable to our I.T. Division  
It is agreed that the following prints be invoiced in blocks as below / or per year

<b>Black &amp; White prints:</b>  
<b>Colour prints:</b>  

**Any special service agreements must be listed here:**

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<b>CUSTOMER NAME</b> <b>CUSTOMER SIGNATURE</b>  Service Provider		<b>POSITION</b>  <b>DATE</b> <hr/>	
	PLEASE SIGN HERE		

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# **CONDITIONS OF SERVICE AGREEMENT:**

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The Terms and Conditions set out below do not conflict with our policy of supplying equipment of first class quality, design, material and workmanship. They are chiefly intended to be protection against unreasonable claims. No report, representation or statement made by any of our representatives shall be binding, this document alone evidencing terms of our offer. The contract of sales is to be construed in accordance with the law of the Republic of Ireland and shall not be assignable without our written consent. For the purposes of these Terms and Conditions, Office Technology (Irl) Limited shall be referred to as "the company".

## **GENERAL**

No representation by any member of staff in relation to price or otherwise, nor any claim, drawings, illustrations, specification or price given in any quotation written or oral, in any advertising or in any promotional literature of the Company shall form part of the contract unless specifically stated in the accepted order or specification of the Goods.

**1. ACCEPTANCE OF QUOTATION AND CONTRACT:** Unless previously withdrawn any quotation is open for acceptance within 30 days from the date thereon. The purchaser's written acceptance of a quotation must be accompanied by sufficient information to enable us to proceed with the order. Each quotation is based on an assumption as to the requirements of the purchaser. Should the supplies information show such assumptions as to be invalid we shall not be bound by the order unless it is confirmed on a revised quotation by us. In the event of the purchaser's order form containing specially printed conditions, the purchaser's order will only be accepted on the understanding that **its conditions are not at variance with our own** or if there is any variance, that such variance has been waived by the purchaser. All quotations are made and orders accepted subject to the goods being available.

The Prices for Goods shall be those ruling at the date of the dispatch and the Company reserves the right to amend its quoted prices at any time prior to that date.

**2. DELIVERY:** The delivery period will date from the actual receipt by us of the purchaser's written order and such information as may enable us to proceed. Purchasers will be fully responsible for any goods delivered by us or on our behalf to their premises even though they have not been introduced to the third party supplier. We will do our utmost to ensure prompt delivery of goods ordered but will not be held responsible for any claims for inconvenience or loss on the part of the customer caused by delays in delivery from whatever cause, nor is any specific delivery date to be considered an essential part of the contract, unless so stated on the contract as accepted by us. Damaged or missing goods must be reported in writing to us within ten days of advice of dispatch; otherwise we will be entitled to refuse compensation.

**2.1** All orders received by the Company are subject to delivery charges, unless otherwise agreed by the Company. The Company shall enter into a contract for delivery of the order to the address of the Buyer unless otherwise advised.

**2.2** Should expedited delivery be agreed an extra amount may be charged to cover any extra overtime or any other additional costs involved?

**2.3 PASSING OF RISK AND TITLE:**

(a) Risk in the Goods shall pass to the Customer on delivery.

(b) Title of Goods shall remain with Office Technology (Irl) Ltd. until payment in full thereof has been made by the Customer.

(c) If payment in full is not made in accordance with the Company's standard conditions of sale, the Company may require the Customer to return The Goods forthwith and if the requirement is not immediately complied with The Company shall be entitled at any time and without notice to retake possession of the whole or any part of The Goods (and for that purpose to enter the premises occupied by the Customer and sever the Goods from anything they are attached to without being responsible for any damage thereby caused without prejudice to any other remedy that may be available to the Company).

**3. CLOSING READING:** In the event of the machine being traded in, the customer is responsible for the closing reading on the machine, in order to finalise accounts. Failure to submit a closing reading will mean the customer is liable to pay the full amount of any outstanding invoices relating to copy charges/service contract.

**3.1 RETURN OF EQUIPMENT:** The Goods will not be accepted by the Company until a Return number is obtained. All Goods must be returned in their original undamaged packaging with the returns number clearly displayed on the outside of the box. The Goods returned must be in good condition and together with all parts and instruction manuals pertaining to The Goods which are being returned.

**3.2 RETURNS:** All approved returns carry a restock fee of a minimum of 15% of the invoice price, subject to terms and conditions.

**4. UNNECESSARY CALLS:** Any call deemed to be an unnecessary service call will be charged at our standard call out charge.

**5. PRICES:** All prices quoted are subject to revision if increases in the cost of materials, labour, freight, revaluation of currencies, import duties or other circumstances arising before completion of the order, render such action necessary. All goods will be invoiced at prices current on a day of delivery. Where prices quoted do not include taxes it is understood that the consumer will be required to pay any taxes applicable at the rate in force at the date of the invoice.

**5.1 ASSIGNMENT:** The Company may subcontract, assign or transfer its obligations or rights to a competent third party whether in whole or in part. The Buyer may not assign or transfer any of its obligations.

**6. RELOCATION:** Machines being relocated are not covered by service contract and are subject to a charge depending on model and distance to be moved.

**7. PAYMENT TERMS:** Payment is due immediately on delivery of the equipment, and may not be refused or delayed because of any faults in the goods, which we undertake to correct under the terms of our service contract or guarantee. Any fault must be have been notified to us in writing within 30 days of delivery. Company liquidations do not negate this condition. The company reserves the right to withhold services should your account be out of credit terms.

**7.1**If any cheque presented in payment of an invoice or account by a Buyer is returned for whatever reason or if an agreed order or direct debit arrangement fails to operate there will be a charge of €50.00 debited to the Buyer's account.

**7.2**If the Purchaser defaults in payment of any invoice when due, the Purchaser shall indemnify the Company from and against all the Company's debt recovery and/or legal costs and disbursements for collection or attempted collection of the defaulted amount calculated on a solicitor and own client basis.

**7.3**Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% per calendar month and such interest shall compound monthly at such a rate after as well as before any judgement

**8. MAINTENANCE AGREEMENTS:** It is a condition of sale that consumables, spare parts and service will be provided under the terms of the service agreement, at the Copy Charge rates appropriate for the multifunctional printer being purchased. A copy of the service agreement is to be signed at the time of installation. Thereafter, any increases in Copy Charge rates will be notified to the customer in writing. Service Agreements must be signed for all other products, the cost of which will be automatically invoiced on the expiry of the initial period.

**9. LOSS OR DAMAGE:** Save as herein expressly provided we shall not be liable for any consequential or other loss, damage, injury or expenses whatsoever arising out of the use of goods or programs or documentation necessary for the inception of specially written programs or for or rising out of faults (if any) therein, and the purchaser shall indemnify us against such and every claim by any party in respect thereof.

**10. FORCE MAJEURE:** Every effort will be made to carry out the contract, but its due performance is subject to cancellation by us or to such variation as we may find necessary as a result of inability to secure labour, materials or supplies as a result of any act of God, War, Strike, Lockout or other labour dispute, fire, flood, drought, legislation or such other cause (whether of the foregoing class or not) as may be agreed by the customer.

**11. CANCELLATION:** Orders accepted by us cannot be cancelled by the purchaser except upon terms, which will indemnify us against any actual or anticipated loss and expense.