

## Equipment Sales & Service Agreement

### Customer Details

Customer Name _____	Purchase Order Number _____
Invoice Address _____ _____ _____	Installation Address _____ _____ _____
Postcode _____	Postcode _____
Tel _____	Tel _____
Accounts Contact _____	Email _____
Meter Reading Contact _____	Email _____
IT Contact _____	Email _____

### Additional Equipment Schedule

Qty	Description	£	p
Total Price Exclusive of VAT			

### Retained Equipment Schedule

Qty	Description

## Additional Equipment

### Metered Charges

Black Cost per Print \_\_\_\_\_ pence    Toner Inclusive    Yes / No

Colour Cost per Print \_\_\_\_\_ pence    Toner Inclusive    Yes / No

Minimum Quarterly Prints (black) \_\_\_\_\_    Total Inclusive Prints (black) \_\_\_\_\_

Minimum Quarterly Prints (colour) \_\_\_\_\_    Total Inclusive Prints (colour) \_\_\_\_\_

## Retained Equipment

### Metered Charges

Black Cost per Print \_\_\_\_\_ pence    Toner Inclusive    Yes / No

Colour Cost per Print \_\_\_\_\_ pence    Toner Inclusive    Yes / No

Minimum Quarterly Prints (black) \_\_\_\_\_    Total Inclusive Prints (black) \_\_\_\_\_

Minimum Quarterly Prints (colour) \_\_\_\_\_    Total Inclusive Prints (colour) \_\_\_\_\_

- The initial term for this agreement will be 60 months
- A delivery and installation charges of £95.00 + VAT per device will be applied.
- All metered charges are based on payment by direct debit mandate – any other payment methods may incur a 5% uplift.

## Company Rental

Minimum Term (in words):  months    Initial Rental £  Followed by a minimum of  payments  
 to be made every;                      month / quarter / year

## Additional Provisions

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Signed by You, the Customer \_\_\_\_\_    Signed by SBR Systems \_\_\_\_\_

**In signing the section below, you the Customer acknowledge that you have read the terms and conditions above and overleaf and wish to be legally bound by them.**

**For the Customer**

Signature \_\_\_\_\_

Full Name of Signatory \_\_\_\_\_

Position in Company \_\_\_\_\_

Date \_\_\_\_\_

**For SBR Systems Ltd**

Signature \_\_\_\_\_

Full Name of Signatory \_\_\_\_\_

Position in Company \_\_\_\_\_

Date \_\_\_\_\_

## 1 Definitions

1.1 "We", "Us" or "Our" means SBR Systems Ltd or a subsidiary thereof;  
"You" or "Your" means the customer named on Page 1 of this Agreement;  
"Consumables" means any toner, drums, developer and/or service kits supplied by Us to You under this agreement;  
"Computer Interface" refers to any item of computer connectivity hosted on the Equipment including, without limitation, web utilities, network interface, print controller, memory and HDD's, emulation, print drivers and utility software;  
"Connected" means Equipment which is linked to a PC, network, or telephone line;  
"Cost Per Print" means the cost for black and/or colour prints/copies made using the Additional Equipment or the Retained Equipment and which is set out on Page 2 of this Agreement;  
"Equipment" means the Additional Equipment and/or Retained Equipment described on page 1 of this agreement and "Additional Agreement" and "Retained Equipment" shall be construed accordingly;  
"Initial Term" means from the Installation Date a period of 60 months and annually thereafter.  
"Installation Address" means the address detailed on Page 1 of the Agreement;  
"Installation Date" means the date on which the Equipment is delivered or in the case of Equipment already in your possession the date on which we sign this Agreement;  
"Minimum Quarterly Charge" means an amount equal to the relevant Cost Per Print multiplied by the relevant Minimum Quarterly Prints, or the average quarterly usage, whichever is the greater;  
"Minimum Quarterly Prints" means the minimum amount of black and or/colour prints per quarter as detailed on Page 2 of the Agreement and which is used to calculate the Minimum Quarterly Charge (if applicable) for prints from the Additional and/or Retained Equipment;  
"Network Support" means where the Equipment is Connected, the provision of services to make good by repair or replacement (at Our sole option) the Computer Interface including the network peripherals on the Equipment being printer controller, network interface card, scanner controller and fax card;  
"Network Support Charge" means the charge for Network Support.  
"Normal Working Hours" means 9:00 am to 5:00 pm, Monday to Friday, but excluding UK Bank and Public Holidays;  
"Not In Use" means metered usage falls below Minimum Quarterly Charge;(as detailed above)  
"Parties" means You and Us together and 'Party' shall be construed accordingly;  
"P.C.'s" means personal computers which are deemed to be any host computer, including Apple Macintosh, Mainframe, Terminal etc. where print drivers and print utilities are installed or used; "Services" mean the Services to be provided by Us as detailed in clause 3;  
"Standard Rates" means Our standard hourly fee rates together with the parts and Consumable prices applicable at the time the Services, parts or Consumables are required;  
"Targeted Call Period" means the time we take to respond to call outs from you in accordance with clause 3.2.1 of this Agreement.  
"Total Inclusive Prints" means the total amount of free black and/or colour copies You are entitled to make under the Agreement (if applicable) from the Additional Equipment and/or the Retained Equipment and which is detailed on Page 2 of the Agreement;

## 2 Applications of Terms, Commencement of Services and Duration

2.1 These terms and conditions shall apply to and be incorporated into this Agreement and shall prevail over any inconsistent terms or conditions contained, or referred to, in Your purchase order, confirmation of order, acceptance of a quotation or specification, or implied by law, trade custom, practice or course of dealing.  
2.2 Your signing of this Agreement constitutes an offer by you to be supplied with the Equipment and/or Services specified in it on these terms and conditions. No offer placed by you shall be accepted by us until the Agreement has been signed by us or (if earlier) by us delivering the Equipment or starting to provide the Services when a contract for the supply of the Equipment and/or Services on these terms and conditions will be established. Your standard terms and conditions (if any) attached to, enclosed with or referred to in any purchase order or other document shall not govern this Agreement.  
2.3 Quotations are given by us on the basis that no agreement shall come into existence except in accordance with clause 2.2.  
2.4 The Services supplied under this Agreement shall be provided by Us to You from the Installation Date and shall (subject to clause 8) continue for the Initial Term and thereafter shall continue unless and until this Agreement is terminated by either Party giving to the other not less than 90 days written notice such notice to expire at the end of the Initial Term or thereafter on each subsequent anniversary date of the same. If you terminate this Agreement before the end of the Initial Term the provisions of clause 9 will apply.  
2.5 In addition to the amounts payable in accordance with clause 2.4 if you terminate this Agreement after signing, but prior to delivery, we reserve the right to charge an administration fee of £500 plus VAT.

## 3 Our Obligations

3.1 In the event we supply you with the Equipment We will (subject to clause 7.1.1) install the Equipment at Your premises.  
3.2 Throughout the duration of this Agreement and subject to you complying with your obligations under this Agreement We will maintain the Equipment in good condition in accordance with manufacturers' specifications including:  
3.2.1 Responding to call outs from you within our Targeted Call Period, of hours and carrying out routine service and maintenance of the Equipment during Normal Working Hours;  
3.2.2 Making good by repair or exchange (at our sole option) the Equipment (excluding the Computer Interface where Network Support is not provided) or any mechanical part within the Equipment which in our reasonable opinion has proved defective due to fair wear and tear. For the avoidance of doubt we can give no warranty as to the quality and reliability of your computer network and P.C.s and are not obliged to carry out any work in respect of the same.  
3.3 We will provide you with Consumables within a reasonable time when you request them.  
3.4 Upon delivery of any Equipment We will (subject to clause 7.1.2) provide you with basic operator training.  
3.5 Any additional maintenance or other work which we agree to supply to you in relation to the Equipment shall be provided on a time and materials basis at Our Standard Rates.  
3.6 If our performance of our obligations under this Agreement is prevented or delayed by any act or omission by You, We shall not be liable for any costs, charges or losses sustained or incurred by you arising directly or indirectly from such prevention or delay.

## 4 Your Obligations

4.1 Throughout the duration of this Agreement You will:  
4.1.1 Make payments in full and on time in accordance with clause 7;  
4.1.2 Co-operate with us in all matters relating to the subject matter of this Agreement;  
4.1.3 Promptly provide current meter readings for any Equipment when we request them. If you do not provide meter readings when we request them, we reserve the right to charge you for prints calculated on an estimated basis. We will correct any underestimate or overestimate when we next invoice, upon receipt of a current meter reading;  
4.1.4 Provide us with access to your premises to inspect the equipment provided we have given you reasonable notice of such an inspection;  
4.1.5 Ensure that all equipment is accessible, clean and used in accordance with the operator handbook and any manufacturers' recommendations that we may provide to you;  
4.1.6 Immediately notify us of any faults in the Equipment or the need for a service and consent to us removing any Equipment from Your premises for repairs if we advise that this is necessary;  
4.1.7 Comply with any software licenses provided with the Equipment;  
4.1.8 Be responsible (at your own cost) for preparing and maintaining the premises at which the Equipment is used and the Services are supplied;  
4.1.9 Ask us for written consent (not to be unreasonably withheld) if you wish to relocate the Equipment from the Installation Address to alternative premises, and assume full liability for damage or loss;  
4.1.10 Continue to comply with your obligations under this Agreement (including your obligation to make payments) even if the Equipment is lost, damaged, stolen or Not In Use;  
4.1.11 Allow Us access to any premises (whether they are your premises or not) where Equipment and/or Consumables are stored if we need them under clause 8.5;  
4.1.12 In respect of Connected Equipment, if any adjustments are required to be made to Your network or P.C.'s, ensure a suitably qualified and authorised IT representative is in attendance with Our engineer to discuss and authorise such adjustments where required. We will not be liable for any loss, damage, cost or expense (other than for death or personal injury caused by our negligence) of any kind resulting from work carried out by our engineers on your network or P.C.'s;  
4.1.13 Appoint at least one member of your staff to be your key operator who we will train to use the Equipment. If you request a service visit, the key operator may initially be contacted via telephone by our personnel and asked to carry out instructions or routines in an attempt to determine the cause or rectify the fault;  
4.1.4 Ensure the paper and media stock used in the machine is within the manufacturer's specification, and is of suitable quality to ensure reliability of the Equipment. Work carried out by us, caused by the use of out of specification or inferior paper or media stock will be charged at Our Standard Rates.  
4.2 Subject to clause "5" you shall be responsible for any loss or damage to the Equipment (other than loss or damage caused by our negligence when supplying the Services).

## 5 Delivery

5.1 Any dates specified by us for delivery of the Equipment are intended to be an estimate and time for delivery shall not form part of the contract.  
5.2 If for any reason You fail to accept delivery:  
5.2.1 Risk in the Equipment passes to you (including for loss or damage caused by our negligence); 5.2.2 The Equipment shall be deemed to have been delivered;  
5.2.3 We may store the Equipment until delivery, whereupon you will be liable for all related costs and expenses (including, without limitation, storage and insurance);  
5.2.4 If there is more than one item of Equipment to be delivered by separate instalments, each instalment shall take effect as a separate contract and no cancellation or termination of any one contract relating to an instalment shall entitle you to repudiate or cancel any other contract or instalment.

## 6 Risk / Title

6.1 The Equipment is at your risk from the time of delivery;  
6.2 Ownership of the Equipment shall not pass to you until we have received in full (in cash or cleared Funds) all sums due to us in respect of the Equipment.  
6.3 We shall be entitled to recover payment for the Equipment notwithstanding that ownership of any of the Equipment has not passed from us.  
6.4 On termination of this Agreement, howsoever caused, our (but not your) rights contained in this clause 6 shall remain in effect.  
6.5 In respect of rented or leased equipment once title has reverted to "US" you will be obliged to return the equipment and compensate any costs associated.

## 7 Payments: what You have to pay, and when You have to pay

7.1 We will invoice you for the following:  
7.1.1 Installation - where we have delivered and installed the Equipment a fee of £95 per piece of Equipment;  
7.1.2 Basic Operator Training will be provided; any additional training will be charged at our Standard Rates;  
7.1.3 Equipment - where you are purchasing the Equipment from Us, the price for the Equipment as set out on page 1 of this Agreement or where You are renting the Equipment from Us the amounts set out on Page 2 of the Agreement;  
7.1.4 The relevant Cost Per Print which includes the Minimum Quarterly Charges (where relevant). Cost per Print charges will be incurred once any Inclusive Prints for the respective Equipment have been used up;  
7.1.5 Network Support - Each metered networked device will be charged at £ 25.00 per quarter to cover any specific I.T / Network related issues - if this charge is waived then all Network calls will be on a chargeable basis.  
7.1.6 Toner - unless specified as 'toner inclusive' on page 2 of this Agreement toner will be charged at Our Standard Rates plus the cost of post and packaging. Should you use toner from a supplier other than us or one authorised by Us We reserve the right to increase the Cost Per Print, or invoke clause "8.1.2".  
7.1.7 Excess toner - where the Cost Per Print is specified as being "toner inclusive" the cost includes the supply of toner necessary to produce prints on the Equipment to yield an overall average image coverage of 5% on black & white prints and 20% on colour prints. In the event toner is used in excess of these amounts we reserve the right to increase the relevant copy charge.  
7.1.8 Work required by You due to events outside of Our control, a non-exhaustive list of which includes accident, disaster or burglary, work required outside of Normal Working Hours or work required due to faults or damage to the Equipment its external panels and fittings caused by misuse or negligence or anything other than fair wear and tear - all to be charged at Our Standard Rates;  
7.1.9 Repairs or maintenance to any equipment linked to the Equipment - to be charged at Our Standard Rates;

7.1.10 Work required when a problem is due to errors caused by software not supplied by Us, or when a service is required due to changes or upgrades to the network operating system, application software, or as a result of any other errors, viruses or similar events – all to be charged at Our Standard Rates;

7.1.11 Work required directly or indirectly as a result of any movement or relocation of the Equipment other than by our employees – to be charged at Our Standard Rates;

7.1.12 A minimum service charge of £50 per quarter per metered device will be charged, where your use of the Equipment yields income of less than this amount.

7.1.13 All print output materials a non-exhaustive list of which includes paper, staples, etc. – are excluded from the unit copy cost and if provided will be charged at Our Standard Rates, plus delivery.

7.2 Subject to clause 7.3 We shall invoice you quarterly in arrears and You must pay Us within 30 days of the date of Our invoice EXCEPT in relation to the Minimum Quarterly Charge (if applicable) which will be invoiced and payable quarterly in advance with the first payment to be made on the Installation Date and on the same date each quarter thereafter. The Minimum Quarterly Charge is payable irrespective of whether you have utilised the Equipment or the Services. The Cost Per Print for any use of the Equipment in excess of the Minimum Quarterly Prints will be payable in arrears.

7.3 Where you are purchasing the Equipment from Us We shall invoice you for the price of the Equipment on delivery and you must pay us within 7 days of the date of our invoice. Where you are renting the Equipment from Us We shall invoice you in advance and you must pay us the rental payments in accordance with the details set out in the "Company Rental" box on page 2 of the Agreement.

7.4 If you do not pay us on time, we reserve the right to claim interest and compensation for debt recovery in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended and shall be entitled to cease to perform our obligations under this Agreement without prejudice to our existing rights.

7.5 At any time after the first 12 months following installation and thereafter at yearly intervals we reserve the right to increase the Cost Per Print, or associated charges. This increase will be reflected in subsequent usage invoices.

7.6 The Cost Per Print is based on a single sided A4 print, double sided A4 and prints that are larger than A4 are charged as two prints.

7.7 All charges and fees set out in the Agreement are exclusive of Value Added Tax which shall be added to our invoices at the appropriate rate.

## 8 Termination and Suspension

8.1 Without prejudice to any other rights or remedies which we may have, we may terminate this Agreement immediately and apply contractual breach charges to you if:

8.1.1 You fail to make any payments when due under this Agreement; commit a material breach of any of the terms of this Agreement and (if such breach is remediable) fail to remedy that breach within thirty days of You being notified in writing of the breach; You enter into any arrangement or composition with Your creditors, commit an act of bankruptcy or an order is made or resolution passed for Your winding-up (other than solely for the purposes of a reconstruction or amalgamation) or if a receiver, administrative receiver or administrator is appointed over all or part of Your assets; cease or threaten to cease to trade;

8.1.2 You have maintenance or repairs carried out on or Consumables supplied in connection with the Equipment by anyone not authorised by us.

8.1.3 In Our opinion Service can no longer be provided by us, due to a reduction in your usage below the "Minimum Quarterly Charge" as defined above, the equipment is "Not in Use", or it would be uneconomical to repair.

8.2 Subject to Our right to terminate in accordance with clause 8.1, if you fail to make any payments due to Us (whether under this Agreement or any other Agreement between You and Us), We shall no longer have to carry out any of Our obligations under this Agreement or any other Agreement between You and Us until you have paid Us the outstanding sums in full.

8.3 If you persistently exceed the manufacturers recommended monthly volumes for the Equipment We may at our option either:

8.3.1 Give You notice to immediately terminate the Agreement; or

8.3.2 Increase the Cost Per Print payable by you to a sum, which we reasonably consider reflects your actual Use of the Equipment, and Our extra costs in maintaining the Equipment.

8.4 On termination of this Agreement for any reason:

8.4.1 You shall immediately pay to Us all of Our outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, We may submit an invoice, which shall be payable immediately on receipt; and

8.4.2 Our accrued rights as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination shall not be affected.

8.5 Equipment rented from us or unpaid for Equipment which is being purchased from us and unpaid for or unused Consumables shall remain our property and must be returned to us when this Agreement ends.

8.6 You may not withhold payment of any invoice or other amount due to us, even if you allege you have a claim against us or a right of set off.

## 9 Remedies – compensation if this Agreement is terminated.

9.1 Upon termination of this Agreement before the end of the Initial Term, irrespective of reason, "You" will in addition to any other outstanding sums, pay Us the following amounts less a 25% discount to reflect the early termination:

9.1.1 The minimum quarterly charges as defined on page 2 of the agreement if applicable, or the average quarterly usage, whichever is the greater, multiplied by the remainder of the initial term.

9.1.2 In addition to the amounts payable under clause 9.1.1 where the Equipment is connected, an additional amount is payable equal to the current Network Support Charge multiplied by the number of quarters remaining until the end of the Initial Term.

## 10 Intellectual Property Rights

10.1 All intellectual property rights in the Services and Equipment and in all parts thereof and anything supplied in connection therewith or to facilitate the use thereof shall remain our property or that of our suppliers.

## 11 Joint and Several Liability

11.1 Where you consist of two or more parties, your obligations and liabilities under this Agreement shall be joint and several.

## 12 Exclusion of our liability and Your indemnity to Us – YOUR ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF THIS CLAUSE.

12.1 Subject to clauses 3 and 4 this sets out Our entire financial liability to You in respect of any breach of this Agreement; any use made by You of the Services and any representation, statement or tortious act or omission including negligence arising under or in connection with this Agreement.

12.2 Nothing in this Agreement excludes or limits Our liability for:

12.2.1 Death or personal injury caused by our negligence or the negligence of our employees; or 12.2.2 Fraud or fraudulent misrepresentation;

12.2.3 Any matter which it would be illegal for us to exclude or attempt to exclude our liability.

12.3 We are not liable for any loss or expense including loss of profit resulting from delay in providing any Services relating to the Equipment, print output materials or Consumables.

12.4 Subject to conditions 12.1, 12.2 and 12.3:

12.4.1 We shall not be liable to you for loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of use, loss of corruption of data or information, any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

12.4.2 Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Agreement shall be limited to the price paid for the Equipment under this Agreement and the Services.

12.5 We cannot accept responsibility for claims made by third party hardware or software suppliers in respect of infringements by you of any software agreement associated with the hardware or software provided under this Agreement. If such claims are made against Us You agree to indemnify us in full in respect of any such claim.

## 13 Use of Personal Data

You agree that:

13.1 We may hold and process on computer or otherwise, personal information that we have obtained about you in connection with this Agreement.

13.2 We may transfer information about You to third parties including our financiers, in order for them to provide their services to Us and to help them (a) obtain credit reference insurance (b) undertake credit control (c) undertake assessment and analysis (including credit reference agency searches) (d) securitise debts (e) protect their interests.

13.3 Our financiers may transfer information about you or your indebtedness to third parties for the purposes set out in clause 13.2 above.

13.4 We will inform you if any significant decisions are made solely using an automated decision making process, such as credit scoring and you may request that the decision is reviewed.

13.5 You may request details of any financiers to whom we have transferred information about you and we will supply contact details from where you can obtain details of any credit reference agencies used by them or third parties to whom the information is transferred.

13.6 We may use the information about you to send you marketing material about goods and services that we may offer. If you do not wish to receive such information, please write to us at SBR Systems Ltd, 1A Falcon Fields, Farnbridge Road, Maldon, Essex, CM9 6YP.

## 14 Force Majeure

Subject to clause 7.1.8, neither Party will be liable for any delay in performing or failure to perform its obligations (other than a payment obligation) under this Agreement due to any cause outside its reasonable control. Such delay or failure will not constitute a breach of contract and the time for performance of the affected obligation will be extended by such period as is reasonable.

## 15 Confidentiality

15.1 Each Party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other Party or of any member of the group of companies to which the other Party belongs, except as permitted by clause 15.2.

15.2 Each Party may disclose the other Party's confidential information:

15.2.1 To its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the Party's obligations under this Agreement. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's confidential information comply with this clause 15; and

15.2.2 As may be required by law, court order or any governmental or regulatory authority.

15.3 No Party shall use any other Party's confidential information for any purpose other than to perform its obligations under this Agreement.

## 16 General

16.1 Notices under this Agreement must be in writing and sent by first class post or delivered personally to the others last known address. A notice sent by post will be deemed to have been received 2 days after posting and a notice delivered personally at the time of delivery.

16.2 You are not entitled to assign your rights and obligations under this Agreement or any part of them without our prior written consent. We may at any time assign all or any of our rights and obligations under this Agreement.

16.3 This Agreement and the documents referred to in it constitute the entire agreement and understanding of the Parties in relation to its subject matter and supersede any prior agreement, representation, understanding or arrangement.

16.4 If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

16.5 No variation of this Agreement shall be valid unless it is in writing and signed by us.

16.6 This Agreement is made for the benefit of the Parties to it and (where applicable) their successors and permitted assigns and it is not intended to benefit, or be enforceable by, anyone else.

16.7 Failure or delay by us in enforcing or partially enforcing any provision of this Agreement shall not be construed as a waiver of any of our rights under this Agreement.

16.8 This Agreement is governed by English law and the Parties hereby submit to the exclusive jurisdiction of the English Courts.