

# TERMS AND CONDITIONS

## SALES ORDER

1. This order shall not be binding on Hunter Business Systems (HBS) until approved at HBS's Headquarters.
2. All shipments shall be F.O.B. our warehouse.
3. HBS reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of its obligation to accept remaining installments.
4. HBS shall not be liable for failure to deliver or delays in delivery occasioned by causes beyond HBS's control, including, without limitations, strikes, lockouts, fires, embargoes, war or other outbreaks of hostilities, inability to obtain materials or shipping space, machinery breakdowns, delays of carrier or suppliers, governmental acts and regulations, other causes beyond HBS's control and receipt of orders from all sources in excess of HBS's then-scheduled production capacity.
5. All claims for goods or delay in delivery shall be deemed waived unless made in writing delivered to HBS within ten days after receipt of goods by Buyer.
6. Title to all goods and equipments shall remain with HBS until such time as the purchase price thereof shall have been paid in full.

## MAINTENANCE AGREEMENT

### 1. General Scope of Coverage

This Agreement covers both the labor and the material for adjustments, repairs and replacements of parts as required by normal use of the equipment, subject to the exceptions in and in accordance with these terms and conditions. This Agreement does not cover charges for installation of equipment if it is moved. Damage to the equipment or its parts arising out of or caused by misuse, abuse, negligence, attachment of unauthorized components, accessories or parts, use of standard supplies or other causes beyond the control of HBS are not covered by this Agreement and shall subject customer to a surcharge which must be paid within 15 days of invoice date. In addition, HBS may terminate the Agreement if the equipment is modified, damaged, altered or serviced by personnel other than those employed by HBS, or if parts, accessories or components not authorized by HBS are fitted to the equipment.

### 2. Service Calls

Service calls under this Agreement will be made during normal business hours at the installation address shown on the reverse side of this Agreement. Travel and labor time for service calls after normal hours, on weekends and on holidays, if and when available, will be charged overtime rates in effect at the time the service call is made. HBS representatives will not handle, disconnect or repair unauthorized attachments or components; customer is responsible for disconnecting and reconnecting unauthorized attachments or components. Customer hereby indemnifies and holds HBS and its employees harmless for claims for damages to any unauthorized parts, components or accessories resulting from service performed on this equipment.

### 3. Extent of Labor Services

Labor performed during a service call includes lubrication and cleaning of equipment and the adjustment, repair or replacement of parts described in Paragraph 4.

### 4. Repair and Replacement Parts

Based on the classification of maintenance Agreement purchased (Full Service Maintenance, Partial Maintenance, or Standard Service Maintenance), parts will be provided for repairs required under normal use, as noted below. Not all below types of maintenance Agreements are available for every product.

Full Service Maintenance --	Includes all parts
Partial Service Maintenance --	Excludes (a) photoconductors
Standard Service Maintenance --	Excludes (a) photoconductors, and (b) heat/pressure rollers
Standard Stencil Duplicator --	Excludes all rubber parts/thermal head
All Inclusive Maintenance --	Includes toner, developer, and toner disposal units in quantities to match contract volume based on Manufacturer's specific yields.

The customer is required to follow the recommendations of product manufacturer / HBS with regard to the replacement of parts, or supplies not covered under this Agreement. Failure to replace such parts or supplies at recommended intervals, and which result in excess service calls, shall incur a surcharge which must be paid within 15 days of invoice date.

## 5. Reconditioning

Rebuilding or major overhauls are not covered by this Agreement. In addition, when in its sole discretion HBS determines that a reconditioning is necessary, as a result of expected wear and tear of materials and age factors caused by normal office environmental usage, in order to keep the equipment in working condition, HBS will submit to customer an estimate of needed repairs and their cost, which will be in addition to the charge payable under this Agreement. If the customer does not authorize such reconditioning, HBS may discontinue service of the equipment under this Agreement, or may refuse to renew this Agreement upon its expiration.

Thereafter, HBS will make service available on a "Per Call" basis at published rates in effect at the time of service.

## 6. Terms

This Agreement shall become effective upon receipt by HBS of initial maintenance charge provided on the reverse of this Agreement. This Agreement shall continue for the specified term, or copy volume; or 5 yrs. Maintenance Agreements are not refundable, but can be credited towards the purchase of a maintenance Agreement of a greater term, copy volume or maintenance Agreement of equal term for a new copier purchased from HBS. This Agreement subject to the receipt by HBS of the maintenance charge in effect at the time of renewal provided the customer is not then in default.

## 7. Charges

The initial charge for maintenance under this Agreement shall be the amount set forth on the reverse side of this Agreement. The annual maintenance charge with respect to any renewal term will be the charge in effect at the time of renewal:

**Customer agrees to pay the total of all charges for maintenance during the initial term and any renewal term upon receipt of the HBS invoice for such charges.**

**Maintenance charges are subject to annual increases based upon the increase in costs to service the machine at that time. HBS reserves the right to this increase at any time provided it is no sooner than 6 months from the date of install.**

## 8. Breach or Default

If the customer does not pay all charges for maintenance or parts as provided under this Agreement, promptly when due: 1) HBS may (a) refuse to service the equipment or

(b) furnish service on a C. O. D. "Per Call" basis at published rates in effect at the time of service and 2) the customer agrees to pay HBS (a) its cost and expenses of collection including the maximum attorney's fees permitted by law, and said fee not exceed 25% of the amount due under the Agreement and (b) all charges for services provided before payment of the contract on "Per Call" basis at published rates in effect at the time of service.

## 9. Use Of Supplies

Machines are designed to give excellent performance with recommended supplies, including paper, developer, toner, dispersant. If the customer uses other than HBS recommended supplies and if such supplies are defective or not acceptable for use on the machines, and causes abnormally frequent service calls or service problems, then HBS may, at its option, assess a surcharge which must be paid within 15 days of invoice date. In this event, the customer will be offered service on a "Per Call" basis at published rates. It is not a condition of this Agreement, however, that the customer use only HBS-authorized supplies. It is suggested that the customer order a 'backup' supply upon installing, to ensure availability upon depletion and minimize downtime. If Hunter personnel must deliver supplies, there will be a \$100 charge assessed.

## 10. Assignment

This Agreement is not assignable to any third party without the prior written approval from HBS.

## 11. No Warranty

HBS disclaims all warranties, expressed or implied, including any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. Customer agrees that HBS is not responsible for direct, incidental or consequential damages, including but not limited to, damages arising out of the use or performance of the equipment or the loss of use of the equipment.

## 12. Miscellaneous

This Agreement shall be governed by and constructed according to the laws of the State in which HBS is located applicable to Agreements wholly negotiated, executed and performed in such State. This constitutes the entire Agreement between parties and may not be modified except in writing by duly authorized officers of HBS and the customer.