

Services Agreement – Lyreco Simply Print

Please fill out all areas in orange, then insert electronic signature or print and sign and return to:
wise.cs.lyrecoprintservices@lyreco.com

Section A - Supplier: Lyreco UK Limited, Deer Park Court, Donnington Wood, Telford, TF2 7NB

Registered Number: 442696

Vat Number: 927265703

Customer Details:

Lyreco Account Number:

Delivery Contact Name:

Delivery Contact Telephone Number:

Email Address:

Invoice Address:

Delivery Address (if different to Invoice Address):

Section B - Devices:

This is a 3 year service agreement. Commencement date is the date of this contract. For the duration of the contact the customer agrees to purchase all inks and/or toners for their device from Lyreco UK (Supplier).

Please denote in the Quantity Required box which device(s) you wish to have installed under this service agreement:

Device	Starter Kit Cost	Quantity Required
HP402	£239	
Brother 5200	£349	
Brother 8900	£1299	
Lexmark CS410	£399	
Lexmark CX310	£429	
HP 7740	£209	
Brother 6935	£429	
HP 477	£459	

Please tick this box if you would like to order a full set of consumables with your device

Section C - Agreement:

For the SUPPLIER:

Name of signatory: *Peter Hradisky*

Title of signatory: Managing Director

SIGNED IN DUPLICATE: For the CUSTOMER: We hereby confirm that we have read, understood and agree to be bound by the General Terms and Conditions of this agreement

Name of signatory:

Title of signatory:

Date:

GENERAL TERMS AND CONDITIONS OF LPS1 SERVICES

Article 1. Purpose of this Service Agreement

This Service Agreement (hereinafter "Agreement") determines the conditions under which the SUPPLIER designated in section A runs directly or indirectly (through another entity), the provision of the Services described in Article 2 (hereinafter the "Services"), for a Device or Devices designated in section B (hereinafter, the "Device(s)") to the CUSTOMER as designated in section A.

Article 2. Services included in the Agreement

2.1 By entering into this Agreement, the Parties agree the following Services;

- The SUPPLIER shall supply the Device(s) as designated in section B
- Upon delivery of each Device under this Agreement, the SUPPLIER shall also supply the CUSTOMER with the "Starter Kit". The starter kit includes the physical Device as per section B, along with the three-year warranty contract for this Device delivered on a next business day basis (where calls are logged prior to 3pm). The consumables fixed at the pricing as detailed in table 1 (below) The starter kit also includes an installation package to install the Device and management software to allow the automated ordering of consumables.
- In counterpart, the CUSTOMER commits:
 - To purchase, on an exclusive basis, all of its requirements for toners or inks (hereinafter the "Consumables") for the Device(s) from the SUPPLIER, for the Duration of three years
 - To install into the Device(s) the Data Collector Agent (hereinafter referred to as the "DCA"), which is the online monitoring utility that enables the consumption of the Consumables to be monitored and that sends replenishment orders for the Consumables to the SUPPLIER;

Consumables pricing – Table 1

Device	Black	Magenta	Yellow	Cyan
HP402	£138	n/a	n/a	n/a
Brother 5200	£89	n/a	n/a	n/a
Brother 8900	£77.93	£142.28	£142.48	£142.48
Lexmark CS410	£82	£105	£105	£92
Lexmark CX310	£52	£74	£74	£87
HP 7740	£29	£19.50	£19.50	£19.50
Brother 6935	£24.10	£15.98	£15.98	£15.98
HP 477	£83	£85	£79	£79

Please note – parts are not provided at a fixed cost. Parts such as fusers, drums, maintenance kits etc are not covered within this contract.

A 3 year warranty on the Device(s) provided through the SUPPLIER'S Maintenance Partner is included in the contract.

The Services also include the following which are covered by a next business day response SLA Support Contract:

- Call Outs regardless of number & time on site
- Parts (the cost of which is an extra charge in addition to the pricing show in section B, Services table above)
- Labour
- Telephone Support
- Triage

Exceptions to the next business day response SLA Support Contract are;

- Consumables (eg Ink, Toner, Fuser, Maintenance Kits)
- Customer Damage, not limited to but including; Incorrect installation of consumables or damage caused by a faulty consumable, foreign objects within trays or feeds, mains supply issues, liquid damage, physical damage caused by undue care and misuse.
- Force Majeure - Response only.
- Overuse – please see table 2 for volumes

Recommended Monthly Volumes – Table 2:

Device	Recommended Monthly Volume
HP402	4,000 pages per month
Brother 5200	3,500 pages per month
Brother 8900	10,000 pages per month
Lexmark CS410	6,000 pages per month
Lexmark CX310	5,000 pages per month

HP 7740	1,500 pages per month
Brother 6935	3,000 pages per month
HP 477	4,500 pages per month

Overuse of the device (consistent monthly volumes over the recommended amount) could result in the service contract being suspended and callouts being chargeable. A chargeable callout will be billed at £110 per hour.

On-site network installation of the Device(s) and Data Collection Agent for automated consumables ordering is included in the cost Starter kit.

2.2 Device(s):

The Device(s) as designated in section B is/are put at the CUSTOMER'S disposal, free on loan, by the SUPPLIER. The CUSTOMER has decided the type and quantity of the Device(s). Should each Device order less than three sets of consumables per Device per year, then the SUPPLIER will be entitled, at any time, to collect the Device due to under usage.

Each and every Device is and remains at all times **the exclusive property of the SUPPLIER** whilst under this Agreement.

2.3 Consumables:

The CUSTOMER commits to only use Consumables (ie toner and ink - supplies) ordered from the SUPPLIER for the Device(s) for the full duration of the Agreement, notably to ensure the said Device(s) continue to function correctly.

The CUSTOMER commits to purchase from the SUPPLIER on an exclusive basis, all of its Consumables requirements for the Device(s) described in Section B. The Consumables to be used with the Device(s) are only to be Consumables that are the same brand as the Device manufacturer.

The SUPPLIER will arrange the automatic replenishment and delivery of the Consumables to the CUSTOMER based on data received from the DCA, and the SUPPLIER will invoice the CUSTOMER following each delivery of the Consumables.

Where a DCA cannot be installed (through lack of Print Server or suitable place to install software) customer will email wise.cs.lyrecoprintservices.co.uk for ordering of consumables

2.4 Included Services:

Services included are:

- A 3-year service and support package for each Device(s). This service will be delivered on the CUSTOMER's site, in accordance with the terms and conditions defined by the Third Party Maintenance Company
- Telephone technical assistance for the installation of the DCA, for the Duration of this Agreement
- The installation of the Device(s) (to include connection, configuration and Device driver installation)

2.5 Additional Services:

Any parts, other than the consumables (inks or toners) are an additional cost to the contract. These parts are not part of the contract and include fusers, drums, waste toner units, maintenance kits etc.

Article 3. On Site services

3.1 The SUPPLIER or a third party authorised by the SUPPLIER shall, for the duration of the Agreement, endeavour to have the necessary manpower and materials to replace or repair the Device(s).

All service queries should be sent to wise.cs.lyrecoprintservices.co.uk prior to 3pm for next business day response.

To ensure the timely inspection and repair of the Device(s), the personnel of the SUPPLIER (or the third party authorised by the SUPPLIER), and its vehicles must always be given the necessary access to the Device(s), during reasonable times as defined in clause 3.2. The CUSTOMER should never attempt to repair the Device(s) itself or by another party unless explicitly approved previously in writing by the SUPPLIER or the SUPPLIER's nominated third party.

Where an engineer visit fails due to customer not being available (where a pre call is completed, so the customer is aware of the engineers visit), the supplier reserves the right to charge £110 for a failed service call. This can include the site being closed or the relevant person not being available.

3.2 Service hours

The on-site service shall only take place during the normal working hours of The SUPPLIER and does not include visits before or after those times. The normal working hours of the SUPPLIER are:

- Monday through to Friday from 9am to 5.30pm.
- Closed on Saturday, Sunday and public holidays.

In order to qualify for next business day service, the call must be placed with Lyreco before 3pm. Calls taken after 3pm will be classed as being received the next working day.

3.3 Charged service conditions: where possible, the replacement or repair of the Device(s) is free of charge. However, in the following circumstances, the SUPPLIER shall be authorised to charge costs for labour, transport and/or replacement parts/Devices:

- In the case of damage caused by accidents, improper use, poor basic maintenance or any use other than that indicated in the instructions of use manual for the respective Device(s);
- In the case of damage caused by Consumables or other products related to the Device(s) that were not supplied by the SUPPLIER;
- In the case of damage caused by excessive use of the Device(s), as specified by the manufacturer.

Article 4 – CUSTOMER commitments

4.1 The Device(s) may only be used by the CUSTOMER in accordance with normal use.

The CUSTOMER shall also ensure the safe keeping and maintenance of the Device(s) and more specifically shall:

- accept the delivery of the Device(s) and ensure their installation takes place in a timely manner;
- apply an ID label on the front of the Device(s) at the time of installation, if so requested by the SUPPLIER;
- strictly follow the instructions of the SUPPLIER's help desk, to thus detect and resolve problems over the phone;
- provide the configuration page if requested by the SUPPLIER;
- have the DCA (Data Collector Agent) installed in the Device(s) immediately and before the first use of the Device(s).

4.2 To enable the SUPPLIER to verify that the CUSTOMER has strictly complied with the conditions contained in Article 4.1, the SUPPLIER (or its nominated representative) is authorised to plan a visit to the respective premises of the CUSTOMER to conduct an audit at any time by providing prior reasonable notice.

4.3 The CUSTOMER, as guardian, will be responsible for all damage to the loaned Device(s) and will arrange the necessary insurance cover for the Device(s) provided by the SUPPLIER under this Agreement. The CUSTOMER will be fully responsible to bear the costs for the return of the Device(s) to the SUPPLIER at the termination date of this Agreement, if the Agreement is not renewed at that time.

Article 5. Invoicing and Payment

5.1 The SUPPLIER will invoice the CUSTOMER for the Starter Kit(s) on or after the date of delivery of the Device(s)

5.2 Following this, the SUPPLIER will invoice all Consumables and other Device related products delivered either via automatic replenishment and/or special orders transmitted by the CUSTOMER. The automatic replenishment will be based on the data received from the DCA.

5.3 Consumables and other Device related products supplied by the SUPPLIER under this Agreement are **non-returnable** unless damaged or faulty.

5.4 Unless otherwise agreed in writing between the Parties, invoices shall be paid promptly within 30 days of invoice date.

5.5 In the case of late payment, the SUPPLIER shall be authorised at its sole discretion and after having informed the CUSTOMER, to suspend future deliveries, and to request the immediate payment of the sums due, or to terminate the Agreement, and, to apply a late payment interest penalty based on the prevailing Bank of England base rate + 5% points.

Article 6. Duration and Termination

6.1 This Agreement is concluded at three years from the date of this contract.

6.2 Nevertheless, this Agreement can be terminated earlier than Article 6.1 under the following circumstances:

- at the mutual consent of both the SUPPLIER and the CUSTOMER;
- by the SUPPLIER if the CUSTOMER does not meet their obligations under this Agreement, and notably:
 - o If the Device(s) is/are not repaired by the SUPPLIER or the SUPPLIERS nominated third party, unless previously approved in writing by the SUPPLIER;
 - o If supplies and Consumables for the Device(s) were ordered from another dealer other than the SUPPLIER and used in the Device(s);
 - o If the CUSTOMER does not install the DCA or if the DCA is made inactive by the CUSTOMER;
 - o If the CUSTOMER does not respect the payment terms.

6.3 If the Agreement is terminated early for one of the reasons stated in Article 6.2 above, other than where mutually agreed, the SUPPLIER, in addition to a £100 return transport cost, will charge the CUSTOMER an early termination fee of three times the price of the Starter Kit(s) where the Agreement is terminated during the first year. Where the Agreement is terminated in the second year, in addition to the £100 transport costs, the SUPPLIER will charge the CUSTOMER an early termination fee of two times the price of the Starter Kit(s).

Article 7. Liability – Insurance

The CUSTOMER, as the guardian of the Device(s), following receipt of the Device(s) and for the whole duration of the Agreement, shall be responsible for any physical, material or other direct or indirect damage caused to the Device(s) and/or its/their use. The CUSTOMER shall, at its own cost, ensure that a current and valid insurance policy is in place to cover damage to or loss of the Device(s).

The CUSTOMER will present a copy of its insurance policy to the SUPPLIER, on request.

The SUPPLIER shall not be liable for any loss of income, profit or any damage incurred by the CUSTOMER, through any action, omission or negligence by the CUSTOMER or its employees, nor any defective part of Device(s) supplied or where/when the Device(s) is/are out of order or in need of repair.

Article 8. Miscellaneous

The Agreement or the rights or obligations granted by the SUPPLIER to the CUSTOMER are non-transferrable by the CUSTOMER to a third party without the SUPPLIERS explicit and prior written approval.

If a provision of this Agreement is found to be fully or partially void or declared non applicable, the other provisions or the other part of the provision shall remain fully applicable. In this event, the Parties shall immediately consult and agree on a new provision as replacement of the void or deleted provision, whereby the objective and the sense of the void or deleted provision is being considered.

This Agreement as well as the annexes to this Agreement form the full agreement between the SUPPLIER and the CUSTOMER, and replace any earlier verbal or written agreements, arrangements, requests, offers or statements between the Parties with regards to the Services contained under this Agreement.

Article 9. Applicable laws and Jurisdiction

The Parties hereby agree that this Agreement shall be governed by and construed in accordance with English law.

The parties agree expressly to submit any dispute, controversy or claim regarding the conclusion, interpretation, interpretation, performance, breach, termination, invalidity or the application of this Agreement to the exclusive jurisdiction of the Courts of England and Wales.