

Appendix D to DIR Contract No. DIR-SDD-1767 - Maintenance Agreement
DIR Maintenance Agreement - The DIR

Austin 512-836-2100
 Corpus Christi 361-289-0900
 Harlingen 956-425-3010
 Laredo 956-724-8188

Bryan 979-774-2200
 El Paso 915-595-2250
 Houston 713-329-9909
 San Antonio 210-805-8200

Terms and Conditions as set forth in DIR Contract Number DIR-SDD-1767 take precedence over any terms and conditions in this document. This document can only be used on orders through the DIR contract listed above. *Shaded areas for in-house use only*

Order Date:	Effective Date	Customer No.	Lease No.	PO No.
Service Location:		Bill To:		
Name:		Name:		
Address:		Address:		
City/State/Zip/County		City/State/Zip/County		
Contact:	Phone:	Contact:	Phone:	
Hours of Operation:	Fax:	Email address:		
Model	Serial No.		Equip ID	Start Meter
*Additional Equipment List on Table A				
SPECIAL INSTRUCTIONS:				
MAINTENANCE PRICING: Includes parts, toner, labor and travel, unless stated otherwise				
MAINTENANCE MONTHLY BASE:				
<input type="checkbox"/> Included in Lease Agreement		<input type="checkbox"/> Billable Monthly \$ _____		
MFP:			COLOR QUBE:	
Included # of Impressions:	Overage Rate:	Included # of Impressions:	Overage Rate:	
Black _____	\$ _____	Meter 1 _____	\$ _____	
Color _____	\$ _____	Meter 2 _____	\$ _____	
		Meter 3 _____	\$ _____	
Electrical Requirements:				
<input type="checkbox"/> Sole Use Circuit		<input type="checkbox"/> Dedicated Line		<input type="checkbox"/> Special:
ALL OVERAGES BILLED QUARTERLY				
<input type="checkbox"/> Automated Meter Collection		<input type="checkbox"/> Manual Meter Collection		
APPROVALS: By signing below, you accept all terms and conditions of the DIR contract listed above and on reverse of agreement.				
Customer Signature:		Account Manager:		Date:
Title:	Date:	Credit Approval Signature:		Date:
Dahill Acceptance:		Title:		Date:

MAINTENANCE AGREEMENT - TERMS AND CONDITIONS

1. Dahill ensures that the equipment it sells will perform to manufacturer's specifications when operated within the following guidelines:

- a. Machines must be used in a climate controlled environment, free from excessive dust and ammonia fumes;
- b. Machines must be set up and operated according to manufactures specifications;
- c. Machines should be operated and serviced within the specified volume limitations;
- d. Machines must be operated on an isolated electrical line unless otherwise noted.

Machines operated outside the above listed conditions will not be covered within the terms of this contract and will be subject to additional service fees on a per call basis. Repairs due to abuse, misuse, accidents and/or natural disasters are not covered. In the case of a lease machine natural disasters are covered.

Term:

- a. **Leased Equipment:** Maintenance Agreement shall run concurrent with term of lease unless otherwise stated on contract.
- b. **No Lease:** Contract will commence at date of equipment delivery and remain in effect for a term of 12 months.
- c. **Standard Term:** All contracts are for a term of 12 months unless specifically noted above.
- d. **Cancellation:** Cancellations/Terminations will be handled in accordance with Appendix A, Section 10B of DIR Contract Number DIR-SDD-1767.
- e. **Transfer:** Agreements are non-transferable without prior approval of Dahill.
- f. **Contract Renewal:** Renewals will be handled by 30 day notification prior to expiration date , **Annual Rate Increase: All agreements are subject to an annual increase after initial 12 month period if approved by DIR as listed in Appendix C of DIR Contract Number DIR-SDD-1767.**

- 2. **Breach or Default.** If the Customer does not pay all charges for services as provided hereunder, promptly when due: (1) DAHILL may (a) refuse to provide service or supplies for the Equipment or (b) furnish service and supplies on a C.O.D. "Per Call" basis at published rates..
- 3. **Service Hours: Dahill Service Technicians are available Monday-Friday, 8:00 am – 5:00pm, except for scheduled Dahill Holidays.** In the event service is requested outside standard hours, it will be provided with 48 hours notice, with additional charges as listed: (1) At one and one-half the prevailing hourly rate; (2) At twice the prevailing hourly rate if service is requested after 5:00pm on Sundays or any time on a scheduled holiday.
- 4. **Confidentiality.** DAHILL recognizes that it must conduct its activities in a manner designed to protect any information concerning its affiliates or Customers (such information herein referred to collectively as the "Information") from improper use or disclosure. DAHILL agrees to treat Customer's Information on a confidential basis. DAHILL further agrees that it will not disclose any Customer Information, without Customer's prior written consent, to any person, firm or corporation except (1) to authorize Customer representatives or (2) to employees of DAHILL who have to perform the services contemplated hereunder. DAHILL agrees upon request to have its employees execute written undertakings to comply with the confidentiality requirements set forth under this paragraph.
- 5. **Indemnification.** Indemnification will be handled in accordance with Appendix A, Section 9A of DIR Contract Number DIR-SDD-1767.
- 6. **Connected Copier/Printer:** Connected equipment will be covered up to the computer/network connection. Service calls produced by computer/network problems may be billed at current published rate.
- 7. **Meter Collection:** Dahill will make available to customer, at no additional cost, an automated meter collection system for all connected equipment. Non-connected equipment meters can be entered through the Dahill website at no charge. Should customer choose to not utilize these options, meters will be collected manually each quarter at a bill rate of \$15.00 per contract. Is this rate included in your price list? If not, it can't be charged. Dahill reserves the right to estimate a meter if needed.
- 8. **Assignability.** Assignment will be handled in accordance with Appendix A, Section 4D of DIR Contract Number DIR-SDD-1767.
- 9. **Relocation.** Buyer agrees not to relocate covered equipment outside of the Dahill service area. Should relocation be necessary, Dahill will locate a dealer to service the equipment in the new location. Should a new dealer not be obtained, the agreement will be cancelled and Buyer will be responsible for payment of remaining balance of agreement.
- 10. **Parts and Supplies.** Supplies include: toner, PM kits, developer. Staples and paper are not included as covered supplies. All parts and drums are included, unless abuse or misuse cause need for replacement**Reconditioning: Agreement does not cover the following:** (1) In house reconditioning or overhaul requiring major disassembly; (2) The replacement of trays, doors and covers necessitated by misuse; (3) Repairs necessitated by the use of parts and supplies not consistent with the models listed on reverse.
- 11. **No Warranty:** Other than the obligations set forth herein, Dahill disclaims all warranties, express or implied, including any implied warranties of merchantability, fitness for use of fitness for a particular purpose. Dahill shall not be 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 and customer hereby waives any claims thereby.

Complete Agreement: Buyer specifically agrees that the terms and conditions set forth in DIR Contract No. DIR-SDD-1767 and this agreement supersede any prior verbal or written agreements with Dahill. Dahill reserves the right to modify terms and conditions set forth in this agreement with DIR approval.

Customer Initials _____

