

Appendix D to DIR Contract Number: DIR-TSO-3357

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



DIR Maintenance Agreement - The Terms and Conditions as set forth in DIR Contract Number DIR-TSO-3357 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 will be listed on a separate paper, titled Table A				
SPECIAL INSTRUCTIONS:				
MAINTENANCE PRICING: Per DIR Contract Number DIR-TSO-3357, Maintenance Pricing includes parts, toner, labor and travel.				
MAINTENANCE MONTHLY BASE:				
Billable: <input type="checkbox"/> Annual \$ _____ <input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Quarterly \$ _____				
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:

DIR CONTRACT NUMBER: DIR-TSO-3357
APPENDIX D
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 leased machine, natural disasters are covered.

Term:

- a. **No Leased Equipment:** There are no leases available on DIR-TSO-3357.
 - b. **Maintenance Agreement** will commence at date of equipment delivery and remain in effect for a term of 12 months.
 - c. **Standard Term:** All Maintenance Agreements are for a term of 12 months unless specifically noted above.
 - d. **Cancellation:** Cancellations/Terminations will be handled in accordance with Appendix A, Section 11B of DIR Contract Number DIR-TSO-3357.
 - e. **Transfer:** Agreements are non-transferable without prior approval of Dahill.
 - f. **Maintenance Agreement Renewal:** Maintenance Agreement Renewals will be handled by 30 day notification prior to expiration date.
2. **Breach or Default.** If the Customer does not pay all charges for services in accordance with Section 8.J., Payments of Appendix A of DIR Contract Number DIR-TSO-3357 when due: (1) DAHILL may (a) refuse to provide service or supplies for the Equipment or (b) furnish service only for KIP products in accordance with Appendix C, Pricing Index of DIR Contract Number DIR-TSO-3357.

Service Hours: Dahill Service Technicians are available Monday-Friday, 8:00 a.m. – 5:00 p.m. Central Time, exclusive of State of Texas published holidays listed on the Texas Comptroller of Public Accounts website at: http://www.window.state.tx.us/taxinfo/state_holidays.html . .

3. **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.
 - a. Indemnification will be handled in accordance with Appendix A, Section 10.A. of DIR Contract Number DIR-TSO-3357.

Connected Copier/Printer: The Connected equipment will be covered up to the computer/network connection. DIR Contract Number DIR-TSO-3357 is for non-multifunctional equipment and does not contemplate service or maintenance calls for computer/network problems.

4. **Assignment.** Assignment will be handled in accordance with Appendix A, Section 4.D of DIR Contract Number DIR-TSO-3357.
5. **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.
6. **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.
7. **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.
8. **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-TSO-3357 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 only with DIR approval.

Customer Initials _____

