Tri-State Business Machines, Inc.

Extended Term

Guaranteed Maintenance Agreement

COVERING THE MACHINE: ID NUMBER: _____

MODEL: _____ SERIAL: _____

AND ITS SERIALIZED ATTACHMENTS AS FOLLOWS:

TERM OF CONTRACT: _____ MONTHS

EFFECTIVE DATE: _____/_____/_____

EXPIRATION DATE: _____/_____/_____

INITIAL BILLING TERMS:

$_____ Per __Mo. __Qtr. __Yr.

Includes _____B/W Copies

Includes _____Color Copies

Per __Mo. __Qtr. __Yr.

Excess B/W Copies Billed At $_____ each

Excess Color Copies Billed At $_____ each

ITEMS COVERED:

__Drum __Heat Rollers __Web/Oil
__Toner __Developer __ Wst Tnr Boxes
__Parts __Labor __Trip Charge

ITEMS NOT COVERED:

_____

MACHINE LOCATION:

_____

COMMENTS:

_____

X_____
Customer Signature

_____
Printed Name

X_____
Tri-State Business Machines Representative Signature

ISSUED ON: _____/_____/_____

Bill To:

_____

_____

_____

CONTRACT TERMS:

1. The machine(s) listed on this form will receive inspection(s) during the term of this agreement, unless otherwise specified, to include the inspection, adjusting, cleaning and lubrication of the machine(s) so covered. This agreement also includes interim service calls, during normal business hours, 8:00 AM to 5:00 PM, Monday through Friday excluding Holidays as reasonably requested by causes other than carelessness or improper handling of the equipment. Any unnecessary calls or extra calls requested that are covered by the master operator training will be billed at the current service labor rate.

2. All parts will be replaced without charge, with the exception of parts damaged by carelessness or misuse. This agreement does not cover work or replacement of parts made necessary by your carelessness or misuse, abnormal conditions, accident or relocation of the equipment. Our responsibility ceases if the equipment is repaired or adjusted by any person other than a representative authorized by the manufacturer or Tri-State Business Machines, Inc..

3. Tri-State Business Machines, Inc. cannot be held legally responsible for parts which are not available from the manufacturer.

4. To maintain copy quality, the consumable items listed below will be supplied or replaced without an initial charge, with the exception of consumable items damaged by carelessness or misuse, during the term of this GMA unless otherwise noted in this agreement:
For Copiers - Drums, Heat Roller Kits, Masters, Web/Oil, Waste Toner Bag/Box
For Microfilm Equipment - Lamps, Mirrors, Screens, Filters or Copy Boards
For Fax Equipment - N/A
For Laser Printers - N/A

4A. Drums, heat rollers and other consumable items listed above remain the property of Tri-State Business Machines, Inc. If the machine is sold to a third party, is moved by the customer to a location outside the TSBM servicing area or the GMA is cancelled by the customer, the GMA terminates and the cost of the parts listed above will be billed to the customer at the current retail price, prorated for actual usage based on the manufacturer's estimated service life.

5. If toner is included under this agreement, pricing is quoted per 8 ½ X 11 copy with toner yield based on 5% image coverage per copy. Excess toner consumption will be billed at Tri-State Business Machines, Inc. pricing less a 20% discount.

6. Tri-State Business Machines, Inc. reserves the right to deny service if a customer does not keep their open account balance in a current position. Late charges of 1½% per month (18% per annum) will be charged on all balances over 30 days old.

7. We understand that your liability with respect to any property damage or injury (including death) to persons arising out of, or connected with services performed under this agreement, is limited strictly to that imposed by law and that there is no contract imposing any greater degree of liability.

8. The transfer of equipment covered by this agreement to a location outside of the Tri-State Business Machines' normal servicing area will invoke the conditions set forth in Paragraph 4. The charges on machines transferred to a different zone within the normal servicing area or different department within the same firm or Government during the term of this agreement will be adjusted to the applicable rate for the new zone or department. Cancellation of this contract during the life of the contract will not be pro-rated. This contract will be pro-rated in the event of purchasing new equipment from Tri-State Business Machines, Inc.

9. There shall be added to the fee for this agreement, any tax now or hereafter imposed on, or in connection with, the sale or delivery or furnishing of such services or materials described herein.

10. Tri-State Business Machines, Inc. reserves the right to establish and increase the contract base rate charge and the contract overage charge on an annual basis.

11. Tri-State Business Machines, Inc. reserves the right to impose additional fees or charges (e.g. fuel surcharge) in response to extraordinary market conditions.

12. This agreement assures the customer of complete servicing of the equipment itemized on this agreement with periodic inspection according to manufacturers' specifications, unless otherwise herein provided.

13. If Tri-State Business Machines, Inc. is unable to maintain the equipment in proper working order throughout the duration of this agreement, we will provide a replacement "loaner" machine with comparable features at NO ADDITIONAL COST until the term of the agreement expires. Pricing for base and/or excess copy usage on the "loaner" machine will continue to be billed at the current established rate.

14. The term of this agreement shall automatically renew for a like period unless customer sends written notice of cancellation at least thirty (30) days prior to the end of any term.

15. This Contract must be returned to Tri-State Business Machines, Inc. bearing a duly authorized signature. Failure to return such document shall result in denial of service and/or supplies.

IMPORTANT:
Return this document promptly to ensure continuous service.

Tri-State Business Machines, Inc.

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