

## SALES AGREEMENT

<b>Purchase Order#</b>	<b>Date</b>	<b>Program</b>	<b>Install Date</b>	<b>Account Executive</b>
<b>SOLD TO:</b>			<b>SHIP TO:</b>	
Address:			Address:	
City:			City:	
State: California		Zip:	State: Zip:	
Phone#		Fax#	Phone# Fax#	
<b>Equipment Contact:</b>			<b>Email:</b>	
<b>Accounts Payable Contact:</b>			<b>Email:</b>	

Qty	Model	Description	Price	Amount
—	—	<b><i>Kyocera (Kyocera Technology) COLOR MFP</i></b> Digital <b>Color</b> Copier / Network Printer Network Scanner – B&W and Color Scanning ___ copies & prints per minute speed – B&W ___ copies & prints per minute speed – Color ___ Sheet _____ Document Processor Up to ___ images per minute scan speed ___ paper feed / 500 + 500 + 100 sheets Electronic Sorting	—	

<b>Program Terms</b> ___ months	<b>\$ Per Month</b> \$ _____ + Tax	<b>Sec. Dep. / Pur.Option</b> None / FMV	<b>Equipment Sub Total</b>	
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SUBJECT TO LEASE APPROVAL - NON-CANCELABLE LEASE

<p style="text-align: center; color: blue;"><b>Total Care Service Maintenance Agreement Included</b></p> <p style="text-align: center; color: blue;">Covers everything except paper &amp; staples</p> <p style="text-align: center; color: blue;">___ Months / _____ combined copies/prints</p> <p style="text-align: center; color: blue;">for both <b>B&amp;W</b> and <b>Color</b> included</p>	Initial Set-up	<b>Included</b>
	Sub Total	
	Sales Tax	
	Installation	<b>Included</b>
	<b>Total Due</b>	
	Amount Paid	
	<b>Balance Due</b>	

<b>Customer Signature</b>	<b>Printed Name</b>	<b>Title</b>	<b>Date</b>
<b>CBS Acceptance</b>	<b>Printed Name</b>	<b>Title</b>	<b>Date</b>

TERMS AND CONDITIONS FOR TOTAL CARE SERVICE MAINTENANCE AGREEMENT ON REVERSE SIDE OF THIS AGREEMENT  
 SIGNATURE BY BOTH PARTIES ACTS AS A BINDING CONTRACT AND CANNOT BE CANCELED OR TERMINATED

# Terms & Conditions for Total Care Service maintenance Agreement

## Compare Business Systems, Inc., hereinafter referred to as "C.B.S."

### 1. TERM

Unless terminated as hereafter provided, this Agreement shall continue in force for the period (coverage dates & beginning /ending meter) as specified.

### 2. COMPENSATION TO C.B.S.

- a. This Agreement is based on specified copy allowance or time whichever comes first. In the event copy allowance is exceeded within the coverage dates of this Agreement, Customer will be billed coverage rate specified in Sales Agreement on the reverse side of this page. If no specified rate is written, CBS will use \$0.015 per copy/print for B&W and \$0.15 per copy/print for Color.
- b. This Agreement is subject to an annual increase up to 15% applicable to any and all stated service and supply pricing.
- c. Color copy/print rate is based on 5% or less combined average coverage of Black, Cyan, Magenta and Yellow toner, if the usage is greater than 5% combined average coverage derived from MFP (multifunction product) internal reports, the difference will be billed @ \$0.01 per each additional percent above 5% combined average coverage, EXAMPLE: 7% combined average coverage will be billed @ \$0.02 in addition to the Color cost per copy/print rate.
- d. The amount of compensation to be paid to C.B.S by CUSTOMER shall be increased by an amount equal to any applicable tax now or hereafter assessed, levied or imposed by any federal, state or local authority.

### 3. COMPARE INSPECTION

C.B.S. reserves the right to inspect all equipment to be covered under this Agreement to determine that it meets manufacturer's standards and is in good mechanical condition as of the effective date of this Agreement. Should C.B.S. determine that the equipment requires repair or overhaul prior to entering into this Agreement, such repairs, if authorized by CUSTOMER, will be made at C.B.S.'s standard hourly rate plus the parts.

### 4. MAINTENANCE

- a. C.B.S will assist customer's certified I.T. person on initial installation of equipment as part of the Sales Agreement. In the event certified I.T. person is not available C.B.S as a courtesy will assist the customer one time without charge to the best of our ability. C.B.S is not a computer company and will not take responsibility for any network issues during initial installation or after initial installation. After installation is completed, if customer needs more assistance in network issues such as: scanning, printing, adding additional computers, at customer's request C.B.S. will assist customer at C.B.S.'s normal hourly rate.
- b. Technical assistance via phone will be done on a service rep available basis.
- c. CUSTOMER shall notify C.B.S. when maintenance service is requested and give to C.B.S. full access to the equipment.
- d. C.B.S. agrees to make all necessary adjustments and repairs during normal business hours. Normal business hours shall be defined as 8:30 A.M. to 5:00 P.M., Monday through Friday, NO holidays.
- e. C.B.S. will replace without charge parts which have become broken or worn through normal use and are necessary to machine servicing and maintenance adjustment.
- f. The Agreement includes all labor necessary for cleaning, lubrication, technical adjustments and replacement of parts except paper & staples and as follows:
  1. Repairs resulting from causes other than normal use: abuse or misuse by the CUSTOMER (including without limitation, damage to copier drums and use of supplies or spare parts that do not meet manufacturer's specifications and which cause abnormally frequent service calls or service problems) : accident, transportation, failure of electrical power, air conditioning or humidity control.
  2. Repairs made necessary by service performed by other than a C.B.S. authorized representative.
  3. Service calls or works the CUSTOMER requests to by perform outside the normal working hours.
  4. Shop repair, reconditioning, overhauls or modification of the equipment needed due to age.
- g. In the event it is necessary to remove the equipment to the C.B.S. facility for repair, reconditioning, overhauls or modification, C.B.S. will provide transportation to and from the service point, and the CUSTOMER will be charged C.B.S.'s standard pickup and delivery fee of \$150 each way.
- h. "After hours" or overtime service as requested by the CUSTOMER will be provided on an "if available" basis and charged to the CUSTOMER at C.B.S.'s overtime rate of \$300 per hour.
- i. This Agreement does **not** provide for the replacement of consumable supplies. Installation of paper, toner or staples will be performed without charge if a C.B.S. Service Technician is present for service reasons. If a special call is requested for the mere purpose of installing paper, toner or staples, CUSTOMER will be charged at C.B.S.'s normal hourly rate. Additional freight charges will be applied when CUSTOMER requests delivery of supply items by a Service Technician.

### 5. KEY OPERATOR – INSTRUCTION

CUSTOMER shall provide an Equipment Key Operator for each shift of operation and shall, at C.B.S.'s request, insure that operators are instructed by C.B.S. in the use and care of the equipment.

### 6. TERMINATION OF AGREEMENT

This Agreement may be terminated or temporarily suspended by C.B.S. for any one of the following reasons:

- a. Expiration of the term hereof;
- b. Failure of CUSTOMER to pay any amount which is due under this Agreement or from previous equipment which was upgraded with this Agreement.
- c. Discovery by C.B.S. that the machine is not being used in accordance with the intended purposes.
- d. Discovery by C.B.S. of the lack of proper maintenance by CUSTOMER between scheduled inspections;
- e. Abuse of the equipment by CUSTOMER and/or operators;
- f. If in the reasonable opinion of C.B.S. to service the equipment would require removal to C.B.S.'s location and the CUSTOMER denies such approval.
- g. The transfer of the equipment from its present location to a location beyond a 30-mile radius of any C.B.S. service facility. In this event, C.B.S. may at its option not terminate this Agreement, but rather by mutual agreement increase the compensation payable pursuant to Paragraph 2 hereunder.

### 7. TERMINATION

This Agreement may also be terminated by either party via written notice by one party to the other. In the event that C.B.S. terminates the Agreement, a refund credit if any, will be given to CUSTOMER and determined as follows: The difference between all service rendered to CUSTOMER by C.B.S. at C.B.S.'s normal hourly rate plus parts used and the Agreement price paid by CUSTOMER or a prorated monthly Agreement cost, whichever is the lesser amount. In the event that customer terminates the contract no refund of any kind will be issued.

### 8. DELAYS BEYOND CONTROL OF C.B.S.

C.B.S. assumes no liability for delays or failures hereunder caused by acts of God, government, labor difficulties, and causes beyond its control, or for damages resulting from delays in performing the services under this Agreement or any consequential damages whatsoever.

### 9. TRANSFER OF AGREEMENT

Except with the prior written consent of C.B.S., which consent will not be unreasonably withheld, this Agreement is not transferred.

### 10. MODIFICATION

No amendment, change or modification of this document shall be valid unless in writing and signed by C.B.S. Corporate Officer.

### 11. ENTIRE AGREEMENT

This document constitutes the entire understanding and agreement of the parties and any or all prior agreements, understandings or representations are hereby terminated and cancelled in their entirety and are no further force or effect.