



THE FRANKING MACHINE COMPANY SUPPLIES LIMITED

130 St. Marys Road, Liverpool, L19 2JG, Telephone: 0151 494 2525 Fax: 0151 494 1221

service@franking.com

CUSTOMER REF:

MAINTENANCE AGREEMENT

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CUSTOMER		
ADDRESS		
TOWN		
COUNTY	CONTACT	POSTCODE
ORDER #	EMAIL	TEL:

EQUIPMENT DESCRIPTION	MODEL	SERIAL / DIE #	CONTRACT TYPE (SEE BELOW)	TERM IF PURCHASED SEE 16 OVERLEAF	QUARTERLY*	ANNUAL*
					*DELETE AS APPLICABLE SEE 17 OVERLEAF	

ALL CHARGES SUBJECT TO V.A.T AT THE CURRENT RATE	TOTAL	£
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CONTRACT TYPE
FC: FULLY COMPREHENSIVE OF PARTS AND LABOUR
RTB: RETURN TO BASE*
M: MANDATORY INCLUSIVE OF POST OFFICE STATUARY MAINTENANCE
P: ALL CALLS CHARGEABLE AT THE CURRENT RATE

*RETURN TO BASE WARRANTY INCLUDES CUSTOMER SHIPPING BACK TO FMC FOR REPAIR ALL LABOUR, PARTS AND RETURN FREIGHT INCLUDED SUBJECT TO CLAUSE 7 OVERLEAF

EFFECTIVE DATE:/...../.....

**This Agreement will commence from the effective date shown and covers the equipment listed only.
It is accepted subject to the terms and conditions set out overleaf.**

CUSTOMER ACCEPTANCE	FMC ACCEPTANCE
I wish to enter into the maintenance agreement in accordance with the terms and conditions set out above and overleaf	Accepted for and on behalf of Franking Machine Company Supplies Ltd.
Accepted for and on behalf of the customer	
Signed.....	Signed.....
Signatory's Title.....	Signatory's Title.....
Date.....	Date.....

TERMS AND CONDITIONS

THE FRANKING MACHINE COMPANY SUPPLIES LIMITED, hereinafter referred to as the company, agrees to perform the services described herein under the following terms and conditions

1. Carry out automatic preventative maintenance calls during the period of the agreement, including mechanical inspection, lubrication, cleaning and adjustment as required
2. Render emergency service, reasonably required during the Company's normal business hours.
3. Render emergency service, reasonably required to ensure operation, with the exception of parts damaged as a result of negligence, accident, or misuse. Where a refurbished, compatible or new part is fitted to the equipment under this Agreement, the old part shall become the property of the Company.
4. Provide operator training, reasonably required, during the Company's normal business hours.
5. Any service furnished outside the Company's normal business hours at the Customers request will be invoiced separately at prevailing rates.
6. This agreement is made on the understanding that:
 - (a) The equipment is in proper operating condition at the date of acceptance of the Agreement (which does not provide for attention which may be necessary to put the machine in such condition).
 - (b) Only supplies manufactured or approved by the Company are to be used in the equipment.
 - (c) No modification, repair or maintenance is carried out other than by persons employed or appointed by the company.
 - (d) The equipment is, in the Company's opinion, suited in a suitable environment.
7. This agreement does not cover:
 - (e) Consumable supplies of any kind, such as printheads, ribbons, cleaning stations, rollers, belts, software issues / upgrades, labels and ink.
 - (f) Damage by negligence, accident or misuse.
 - (g) Normal operator adjustments.
 - (h) Emergency calls proving not to be the fault of the equipment covered by the Agreement.
8. If, Company's opinion normal repairs and replacement parts will not keep the equipment in satisfactory condition, the Company will give the Customer a written estimate of the costs of bringing the equipment into satisfactory condition. If accepted by the customer such costs will be in addition to the maintenance charge. If this is not accepted by the Customer, the Company reserves the right to terminate this agreement immediately. Any monies due under the payment terms overleaf then become immediately payable.
9. In the event of continual, excessive use of the equipment beyond that for which it was designed, the Company reserves the right to make such increases in the maintenance charge as is reasonable in the circumstances. These include all payments due up to the end of the minimum term.
10. The Company shall not be liable under this Agreement for any consequential loss resulting in a break-down of the equipment, whether such loss arises from delay in maintenance or loss of use of the equipment, or loss of spoiled data, or otherwise howsoever.
11. The Company is not responsible for failure to render service due to causes beyond its control.
12. The company must at all times be kept informed as to the location of the equipment and reserves the right to discontinue service or make a variation in the maintenance charges should the location be changed.
13. The customer will permit the Company's representative's at all reasonable times to enter the premises where the equipment is located to inspect and test its condition.
14. This agreement is not transferable.
15. The Company may terminate this Agreement in the event of any delay in, or default in paying the maintenance invoice. Service calls made during a period not covered by an Agreement will be invoiced at prevailing rates. In the case of goods containing franking dies the Company reserves the right to withdraw without notice said dies in the event of any delay or default in payment of invoices for maintenance or Post Office Statuary Maintenance visits and said goods. From termination all monies due under the payment terms (i.e. if the agreement had run its full course) becomes payable immediately.
16. Unless clause 15 or clause 8 applies, this agreement shall remain in force during the minimum rented period of equipment supplied by the Company, and can be terminated thereafter by either party on the anniversary of the effective date of such charges otherwise the revised charges shall be effective.
17. The company may alter the maintenance charges at any time upon written notice. In the case of customers with no minimum term rented agreement, if these charges are increased the Customer has the right to terminate this Agreement on the effective date of such charges otherwise; the revised charges shall be effective.
18. This Agreement is governed by the Laws of England.

The Post Office Statuary Maintenance Agreement on franking machines covers only visual inspection, ascending and descending register checks and seal integrity if applicable.

The foregoing terms shall form the entire Maintenance Agreement between The Franking Machine Company Supplies Limited and the Customer.