



3166 INNER PERIMETER ROAD
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VALDOSTA, GEORGIA 31604-2100
TELEPHONE (229) 247-4461
800-476-2266

EQUIPMENT MAINTENANCE AGREEMENT

Colson Business Systems, Inc. upon execution hereof by an officer of the company, promises and agrees with:

Buyer: _____ Phone: _____
Address: _____ Fax: _____
City: _____ E-mail: _____

hereinafter called the Buyer, to supply the Buyer the following: **Preventative Maintenance, Repair Service, Parts, Supplies** (Does not include copy paper or staples)

for the initial period of _____ through _____ (the anniversary date) required in the operation of Buyer's _____ equipment more particularly described as:

Model: _____ SN No. _____ ID No. _____ Beginning Meter _____
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hereinafter called the Equipment.

Subject to the terms, conditions, covenants and agreements hereinafter set forth.

IN CONSIDERATION THEREOF, BUYER promises to pay Colson Business Systems, Inc. the annual or monthly EMA fee as established by the buyer's copy volume and the following schedule:

EMA PRICING SCHEDULE

Number of copies: _____ at _____ Annual Monthly
Excess copies billed at _____

and to comply with all terms, conditions, covenants and agreements, as hereinafter set forth upon the reverse side hereof.

Colson Business Systems: _____ Date: _____
(Authorized Signature)

Buyer: _____ Buyer: _____ Date: _____
(Authorized Signature) (Please Print)

THE REVERSE SIDE IS AN INTEGRAL PART OF THIS CONTRACT

Colson Business Systems, Inc. EMA-Agreement

1. **RENEWAL:** The initial term of this Agreement shall be for one year and this Agreement shall renew automatically for four successive periods of one year each unless Colson Business Systems, Inc. advises Buyer in writing 30 days prior to said renewal date that it shall terminate. Colson Business Systems, Inc. shall advise Buyer at least 30 days before any renewal date of any changes in the rates, terms or conditions of the Agreement, and unless Buyer cancels in writing by Certified Mail, return receipt requested, 15 days prior to said renewal date, this Agreement shall be renewed for a twelve (12) month period on said terms.
2. **CANCELLATION:** In addition to the rights of termination contained in paragraph one, Buyer shall have the right to cancel this Agreement upon (30) days written notice by Certified Mail, return receipt requested, payment in full of all amounts then owed to Colson Business Systems, Inc. and the charges set forth in paragraph four. In addition to its other rights enumerated herein, Colson Business Systems, Inc. may cancel this Agreement upon ten (10) days written notice of default if Buyer fails to pay amounts due Colson Business Systems, Inc. according to this Agreement.
3. **DEFAULT:** If Buyer defaults in the performance of any obligation hereunder and such default remains uncured for ten (10) days after written notice from Colson Business Systems, Inc., Colson Business Systems, Inc. may cancel this Agreement and Colson Business Systems, Inc. shall have no further obligation to perform pursuant to this Agreement.
4. **EARLY TERMINATION DAMAGES:** In the event of the Buyer's default or upon its early cancellation of this Agreement pursuant to paragraph two, Buyer shall pay to Colson Business Systems, Inc., in addition to all outstanding invoices, the following amounts as reasonable liquidated damages (and not as a penalty):
 - a. During the first six (6) months of any term, six minimum EMA charges.
 - b. At any time thereafter, three (3) times Buyer's average monthly EMA charge, averaged over the last six months, plus the reasonable value of unconsumed parts and supplies not returned to Colson Business Systems, Inc. and the costs itemized in paragraph 11.
5. **EQUIPMENT LOCATION:** Buyer agrees not to relocate the Equipment from the premises identified herein without advice and consent of Colson Business Systems, Inc.. If Buyer does not comply with this paragraph, Colson Business Systems, Inc. may refuse to service Equipment, may charge Buyer with servicing the Equipment, or may declare Buyer in default of this Agreement availing itself of its remedies contained in paragraph four.
6. **Disclaimer:** Colson Business Systems, Inc. expressly disclaims any duty as an insurer of the Equipment and Buyer shall pay for all costs of repair, parts, or replacement of the Equipment caused by any casualty, theft, act of God, or intentional or negligent act of Buyer's agents, employees, or customers, which acts specifically include abuse or misuse of the Equipment, service performed by personnel other than Colson Business Systems, Inc. or use of supplies/parts other than those supplied by Colson Business Systems, Inc.
7. **ASSIGNMENT:** No assignment of any rights hereunder shall be valid unless consented to by Colson Business Systems, Inc.
8. **COMPLETE AGREEMENT; EXCLUSION OF WARRANTIES:** Buyer specifically agrees that **NO OTHER** terms, representations or warranties (expressed or implied) have been made or have been relied upon to induce Buyer to enter into this Agreement. Colson Business Systems, Inc. represents and warrants for a period of ninety (90) days that the parts provided hereunder are free from material defect or workmanship, and the liability of Colson Business Systems, Inc. is expressly limited to the replacement or repair of said parts which may be defective. **EXCEPT AS SET FORTH HEREIN, COLSON BUSINESS SYSTEMS, INC. EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.** Colson Business Systems, Inc. shall not be liable for any other damages of any kind arising from any alleged breach of warranty, except as set forth herein.
9. **EXCLUSIONS:** This Agreement does not include purchase, delivery, moving or installation charges of the Equipment, optional accessories (including installation, repair or service thereof) in shop reconditionings or major modifications to the Equipment, or mileage on service calls for Buyers outside a 35 mile radius of Colson Business Systems, Inc..
10. **COPY COUNT:** If Colson Business Systems, Inc. does not receive the current month copy count from Buyer, the current month EMA charge will be an average of the prior three month's EMA charges. For the meter readings, a copy shall be defined as each single side of an 8 1/2 by 11 inch copy of the original document.
11. **LEGAL RIGHTS:** Buyer shall pay all of Colson Business Systems, Inc. costs in the collection of any amount due hereunder, the recovery of any property pursuant hereto or in the enforcement of Colson Business Systems, Inc.'s rights against Buyer, including attorney's fees equal to the greater of 33 1/3% of any monies due Colson Business Systems, Inc. pursuant to this Agreement, or any attorney fee equal to the hourly fee charged by Colson Business Systems, Inc. attorney multiplied by the hours expended by said attorney. Attorney fees shall be paid by the Buyer when incurred for consultation, trial or appellate services, whether suit be brought or not. Buyer consents that his Agreement shall be construed pursuant to the laws of the State of Georgia and that proper venue of any action at law or in equity to enforce any rights hereunder shall be brought in a court of competent jurisdiction in Lowndes County, Georgia, despite Buyer's location or place of payment. **BUYER WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY.**

COLSON BUSINESS SYSTEMS, INC., SHALL:

1. Train customer personnel in the use of Equipment at reasonable times.
2. Perform maintenance cleaning and make inspections, adjustments and repairs, replace defective parts without additional charge to the customer.
3. Have the right to increase the EMA rate at the beginning of each renewal term.
4. Furnish emergency service calls as reasonably requested during normal working hours (8:30 a.m. to 5:00 p.m. daily) excluding Saturdays, Sundays, and holidays.

BUYER SHALL:

1. Promptly notify Colson Business Systems, Inc. of any problem or malfunction with the Equipment and cease usage until correction of the same.
2. Allow Colson Business Systems, Inc. access to clean, inspect or repair the Equipment at any time during reasonable business hours.
3. Provide Colson Business Systems, Inc. true and accurate copy counter readings in any reasonable manner requested by them.
4. Provide suitable electrical service and maintain proper environmental requirements.
5. Pay all invoices within 30 days or be subject to a 1.5% monthly service charge on any unpaid balance.