



# J. E. Bergasse & Company Ltd.

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## All In Full Service Maintenance Agreement (Ai-FSMA)

An Agreement made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_. An Agreement for the maintenance of **OFFICE EQUIPMENT** between: **J. E. Bergasse & Company Ltd.** (hereinafter called **JEB**) and \_\_\_\_\_ (hereinafter called the **Customer**).

This Agreement will commence 90 days after the date on which the equipment is installed. Equipment Installation Date: \_\_\_\_ of \_\_\_\_\_ 20\_\_\_\_.

1. In consideration of being paid in advance the Ai-FSMA charge and payment on submission of an invoice, of the adjustment charges as detailed further within this agreement, **JEB** agrees to maintain the equipment listed in the first schedule, located at the stipulated address in good operating condition, subject to the terms and conditions specified in this Ai-FSMA.
2. Maintenance service shall begin on the effective date set forth above and shall continue for one year or the term specified on **JEB's** invoice to the **Customer**.
3. This Agreement will be renewed automatically by equal periods of one year, unless terminated in accordance with this Agreement and the maintenance charge shall be established at the end of each year by Agreement between the parties. The **Customer** agrees to accept **JEB's** invoice to the **Customer**.
4. Only equipment in good working condition on the effective date of this Agreement shall be accepted for cover.
5. The **Customer** shall prepare and thereafter maintain at its expense the site in accordance with the environmental specifications recommended by **JEB**. The **Customer** shall provide at the site adequate and suitable working facilities and space for **JEB's** maintenance personnel.
6. The **Customer** shall ensure that the equipment is used in accordance with **JEB's** operating instructions, and shall make the equipment available to **JEB** at all reasonable times for purposes of enabling **JEB** to perform its obligations under this Agreement.

**JEB** and the **Customer** mutually agree as follows:

### 7. SERVICE INCLUDED UNDER THE Ai-FSMA

- a) Immediately following Equipment Installation, at a time agreed with the customer, **JEB** will train a reasonable number of Key Operator(s) at one time, to operate the Equipment. Subsequent training may be provided at the current time & materials rate. The Customer shall ensure that the Key Operator(s) properly carry out their duties and operate the equipment in accordance with the Key Operator's manual. **JEB** reserves the right to charge for any service calls required by reason of the Customer's failure to comply with the obligations under this paragraph.
- b) Four (4) scheduled visits per year for the cleaning and servicing of listed equipment (such visits may be combined with an emergency visit depending on the proximity of the emergency visit) and repair or replacement of any or all parts deemed by **JEB** to require replacement to facilitate the proper operation of the equipment together with the labour necessary for same.
- c) Emergency visits due to malfunction of the equipment.
- d) Mandatory software upgrades to operating systems and adjustments/repair to existing versions, if applicable.
- e) Consumable items, specifically, the following items: Xerographic Module, Fuser Module and Waste Toner Bottle.
- f) A response within the specified response time as detailed in Schedule 2.
- g) The provision of such services as needed during **JEB's** normal working hours. See Schedule 2.
- h) **JEB** agrees to stock parts, which **JEB** has deemed (with the advice of the manufacturer) to have the highest incidence of replacement. Parts, which are not stocked, will be ordered from the manufacturer on an emergency basis via the fastest or best available method when and if needed. **JEB** will endeavour at all time to minimize any inconvenience to the **Customer**.

### 8. SERVICE EXCLUDED UNDER THE Ai-FSMA

- a) Service outside of **JEB's** normal working hours. Such service is available at **JEB's** then current labour rates for such time.
- b) Travel costs in respect of service calls in excess of scheduled visits included under the Ai-FSMA. Such travel costs will be invoiced at **JEB's** then current travel tariff.
- c) Manpower to replace any supply item, specifically, but not limited to, the following; Toner (dry ink), Xerographic Module, Fuser Module and paper.
- d) Repair or replacement of parts or the use of labour due to contamination/damage caused by the use of supplies not recommended by **JEB**.
- e) Supply items, specifically, but not limited to, the following items: Staples and Paper.
- f) Repair or replacement of parts on equipment, which, has been altered/tampered/interfered with or modified by any person other than an authorized representative of **JEB**.
- g) Repair or replacement of parts which have been damaged by fire, water, accident or abuse or where the damage is obviously caused by improper electrical supply such as surges and brownouts.
- h) Refurbishment of the equipment.

- i) Equipment Relocation. Should the customer wish to relocate the Equipment, JEB requires a minimum of 48 hours notice to enable JEB to provide technical assistance to the relocation, if needed, as well as to update JEB's records to maintain continuity of service. Any cost associated with this relocation will be the responsibility of the customer.
9. Either party may cancel this Agreement. Such cancellation, which must be in writing, may be made either thirty days before the expiration of the initial term or any extension thereto or at any time giving ninety days notice.
10. If this Agreement is cancelled before the expiration of the initial term or any extension thereto **JEB** will refund the maintenance premium for any unused whole quarters.
11. **JEB's** liability to the **Customer** resulting from the performance of maintenance service shall be limited to restoring the equipment covered by this Agreement to good operating condition.
12. **JEB** shall not in any way be liable for damages, consequential losses or otherwise, if, due to riots, civil commotion, strikes, earthquakes, lightening, flood or other acts of God, or any other cause beyond its reasonable control, **JEB** is unable to carry out its obligations under this Ai-FSMA.
13. The annual Ai-FSMA charge shall be **EC\$**\_\_\_\_\_ inclusive of 15% Value Added Tax (V.A.T) of **EC\$**\_\_\_\_\_ payable at the time of signing the Ai-FSMA. In addition to the annual charge, a usage charge per print/impression will be billed monthly in arrears. This charge will be based on the use of the equipment above the specified monthly volume at the rate per print/impression as detailed in **Schedule 1**.

**SCHEDULE 1 – EQUIPMENT COVERED UNDER THE Ai-FSMA**

	<b>Make &amp; Model</b>	<b>Serial #</b>	<b>Location</b>	<b>Monthly Volume</b>	<b>Rate/Impression in excess of Monthly Volume</b>
<b>1.</b>					
<b>2.</b>					
<b>3.</b>					
<b>4.</b>					
<b>5.</b>					

**SCHEDULE 2 – SERVICE LEVEL**

**1. Service Availability**

- a) Hours covered: Consecutive periods between the hours of 8:30am and 5:00pm Monday to Friday excluding public holidays.
- b) Calls for service outside of the covered hours detailed in **1a.** above is available and will be charged at \$EC262.50 plus 15% Value Added (V.A.T.) per hour.
- c) JEB will provide a four (4) hour response time to any call for service being received by the JEB dispatcher (a notice of call number is available if the call is properly registered and will be the only accepted proof that a call was placed).
- d) JEB will maintain during the covered hours detailed in **1a.** above a continually staffed service dispatch hotline. Tel.# (758) 456-6532
- e) Response to a request for service may be achieved via telephone, email, fax, or on-site visit.

**2. Escalation Procedures**

- a) No problem resolution within twenty four (24) hours. Call referred to Xerox Regional Helpdesk.
- b) No problem resolution within forty eight (48) hours. Arrangements will be made for the visit by the Xerox Regional Support Specialist. By which time the JEB Managing Director will be involved.
- c) No problem resolution after the visit of the Xerox Regional Support Specialist then a Xerox 'TIGER' will be brought in.
- d) Should a machine be down for a period of more than one week, a replacement unit will be provided at no cost.

**Note: Costs associated with bringing in outside support will be borne by the customer. Costs would include airfare, accommodation, and a daily rate. These costs will be communicated in advance to The Customer and must be approved by The Customer prior to being incurred.**

**Customer:**

**Company**

**J. E. Bergasse & Company Ltd.**

**Represented by:** \_\_\_\_\_

**Represented by:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_