



MAINTENANCE AGREEMENT

DOES NOT INCLUDE SUPPLY SHIPPING AND HANDLING COSTS

EFFECTIVE _____ days or _____ copies after installation date.
Thru _____

PROVIDES

THIS IS NOT AN INVOICE

CLEANING

The Equipment is kept clean and attractive by tested techniques and specially designed tools. Essential lubrication after cleaning is with prescribed lubricants.

PLANNED PARTS REPLACEMENT

Parts are checked for wear and are replaced without charge on an exchange basis except where the Equipment has been misused or abused.

SERVICE CALLS

Service is without charge during GFC's normal business hours.

GORDON FLESCH COMPANY, INC.

MEANS SERVICE

GFC's service representatives are thoroughly trained to service the Equipment. Their prime objective is translating sound technical knowledge into the prompt, courteous attention your Equipment needs.

MODERNIZATION

Selected engineering changes that reduce service time and improve Equipment performance may be made on late models where feasible at no additional cost to you.

ID NO.	MODEL #	SERIAL #	BASE CHARGE PER UNIT	COPIES/ PRINTS INCLUDED	EXCESS CHARGE
		Total ¹			

Comments:

¹ In addition to the total amount due, you shall be responsible for payment of any sales, use or other taxes and fees attributable to this transaction or the Equipment.

Important Information Required:

Install DCA: IT Contact Name:	E-mail:	Phone #:
Meter Contact:	E-mail:	Phone #:

Contract

Drum Pro-ration Charge: _____

Beginning Meter Reading: _____

Customer (also referred to herein as "you") hereby orders maintenance service and the GORDON FLESCH COMPANY, INC. ("GFC") agrees to furnish such service for the personal property listed above ("Equipment") in accordance with the terms and conditions herein specified. THIS MAINTENANCE AGREEMENT ("Agreement") IS SUBJECT TO APPROVAL OF A GFC SERVICE MANAGER.

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON TWO PAGES WHICH ARE MADE A PART HEREOF AND WHICH YOU ACKNOWLEDGE THAT YOU HAVE READ. By signing this Agreement, you agree to the terms on both pages 1 and 2. GFC and you agree that a facsimile, scanned and/or e-mailed or otherwise reproduced signature on this Agreement shall be a binding signature and carry the same legal force as an original signature. This Agreement may be executed in counterparts, which collectively shall be deemed one Agreement.

The term of this Agreement will be extended automatically without notice, for successive one year terms unless you provide GFC written notice that you do not want to extend, at least thirty (30) days before the end of the scheduled term or any extended term. GFC may terminate this Agreement at any time by giving you thirty (30) days prior written notice. GFC may assign the service and supply portion of this Agreement without notice to you.

Customer Acknowledgement Initial _____

By: _____
GFC Representative Date

Ship to Customer Name _____

By: _____
Customer Signature Date

Please Print Signature Name Title

Purchase Order # _____
PLEASE PROVIDE CURRENT PO# IF APPLICABLE

Ship to Customer Address _____

City State Zip + 4

PLEASE COPY BOTH SIDES FOR YOUR RECORDS AND RETURN THIS ORIGINAL.

TERMS AND CONDITIONS

1. CHARGES - You agree to pay GFC all charges due hereunder in a timely manner. Terms are net ten (10) days. GFC may invoice you in advance for the initial maintenance charge upon receipt by GFC of a fully executed copy of this Agreement. You shall also pay a prorated amount for any partial monthly billing period, for the days between the effective date and the date of the first full monthly billing period based on a 30 day month. Alterations, attachments or specification changes to the Equipment may result in an increase in maintenance charges. Prices and charges set forth herein are subject to an annual increase, on or about the anniversary date of this Agreement. GFC reserves the right to add an additional charge from time to time for the purpose of offsetting fuel-related costs.

If you fail to pay any sum to GFC within ten (10) days after the due date thereof you shall pay to GFC a late fee of 5% of the overdue amount plus accrued interest on the late payment from the expiration of said ten (10) days until paid, at a rate equal to the lesser of 1.5% per month or the highest legal rate permitted. Maintenance may include adjustment, parts replacement, drums and cleaning material required for proper operation of the Equipment. On consumable supply inclusive contracts, consumable supply usage is based on published vendor yields. Should your use of consumable supplies exceed the published yields for a particular piece of equipment by more than 10%, you agree to pay additional charges for such excess usage. You shall provide meter readings to GFC and inventory of consumable supplies in your possession upon GFC's request. In addition, in the event you fail to return any unused consumable supplies at the end of this Agreement, GFC reserves the right to invoice you for such unused consumable supplies upon termination of this Agreement by either party.

Parts to be furnished will be furnished on an exchange basis and will be new parts or parts warranted to perform as new when installed in the Equipment. GFC shall not be responsible for damage that occurs in connection with the Equipment due to misuse, intentional acts or negligence by you or anyone other than GFC. Maintenance shall not include electrical work external to the Equipment. Maintenance does not include any third party software or programming unless specifically provided herein.

2. DEFAULT AND CROSS DEFAULT- If you fail to pay any amount herein within ten (10) days after it is due and payable, or fail to perform as required herein within ten (10) days after notice thereof from GFC, or if you suspend business, become insolvent, enter into or petition for a creditors' arrangement, or if a receiver is appointed for any of your property, or if you shall suffer an adverse material change in your financial condition from the date hereof, and as a result GFC deems itself to be insecure, or if you shall be in default under any other agreement with GFC, you shall be in default pursuant to this Agreement and GFC shall have the right to exercise any one or more of the following remedies: (a) refuse to continue to service and/or provide parts and consumable supplies for the Equipment, or (b) furnish service and/or parts and consumable supplies only after being paid in advance for such service and/or parts and consumable supplies, at the price and rate then regularly charged by GFC for such service and/or parts and consumable supplies. GFC shall have the right, but not the obligation, to elect that the entire balance of the fees and charges called for under this Agreement be accelerated and immediately due and payable. You agree to pay GFC's costs and expenses of collection, including reasonable attorney's fees. If you are in default with respect to this Agreement, you will be deemed to be in default with respect to all other agreements you have with GFC.

3. MAINTENANCE- During the initial term of this Agreement and any extension of a term, GFC will provide maintenance and repairs on each unit of Equipment covered by this Agreement as reasonably necessary in GFC's sole discretion, to maintain the Equipment in good working condition. At your request, GFC will provide additional maintenance on any unit of Equipment covered by this Agreement at GFC's then prevailing rate for additional maintenance calls not covered by a maintenance agreement. All regular maintenance included in this Agreement will be performed during GFC's normal business hours.

If the Equipment is not made available for service at the location indicated on this Agreement at the time GFC's service representative calls to perform regular maintenance, the maintenance will be performed only at your request. There will be no refund if in any such case you fail to request maintenance. This Agreement does not cover: (1) service or parts required by causes other than normal use of the Equipment, including but not limited to, acts of God, acts of civil or military authority, government requirements, war, riots, insurrections, fires, explosions, earthquakes, floods, unusually severe weather conditions, or necessitated by the installation of or malfunction of unauthorized software, parts, attachments or devices, or (2) expendable consumable supply items such as copy paper or toners. GFC shall not be responsible for failure to render service due to acts of God, acts of civil or military authority, embargoes, epidemics, government requirements, war, riots, insurrections, fires, explosions, earthquakes, floods, unusually severe weather conditions, strikes or other labor disputes, or unavailability of materials and/or components and other causes beyond its control. The obligation of GFC to provide replacement parts under this Agreement is conditioned upon the availability of the parts from the original equipment manufacturer. Toner cartridges used by GFC in the equipment may be new, remanufactured or reprocessed. In the event that replacement parts are no

longer readily available from the original manufacturer of the Equipment, GFC shall be released from its obligations pursuant to this Agreement.

4. WARRANTY - GFC warrants only that; (1) it will make maintenance service available for each unit of Equipment covered by this Agreement pursuant to the terms hereof, provided that the Equipment is located in a GFC servicing area, and (2) all parts furnished hereunder will be free of defects in material and workmanship at the time of installation.

5. RECONDITIONING - When in the opinion of GFC, a shop reconditioning is necessary for any of the Equipment because normal maintenance, repair and parts replacement cannot keep a unit of Equipment in satisfactory operating condition, GFC will submit to you a cost estimate of needed repairs, which cost will be in addition to the maintenance charges provided for herein. If you do not authorize and pay for such work GFC may refuse to extend this Agreement for the unit or may exclude the unit from this Agreement after giving you thirty (30) days written notice.

6. ENTIRE AGREEMENT - This Agreement constitutes the entire contract between GFC and you with respect to service of the Equipment covered by this Agreement and no oral or written statements not expressed herein shall be binding on GFC.

7. LIMITATION OF LIABILITY - GFC shall not be liable to you for any indirect, special or consequential damages, or lost profits, arising out of or related to this Agreement. GFC's liability to you, if any, shall in no event exceed the amounts paid by you pursuant to this Agreement for a period of 12 months prior to the date the claim is made by you.

8. BACK-UP OF MEMORY- You acknowledge that it is advisable and your sole responsibility to use virus protection software on all Equipment and back up all data on your Equipment that you deem necessary, prior to GFC's servicing of the Equipment. In the event any data is lost or corrupted, you shall restore such data at your sole cost.

9. INDEMNIFICATION- You shall assume all risks including loss or corruption of data, and liability for the Equipment and for the use, possession, operation, storage and condition thereof, and for injuries or death resulting to any persons and damage to any property or loss or corruption of data arising therefrom. You further agree to assume liability for, and to indemnify and hold GFC harmless against, all claims, losses, costs, expenses, damages, penalties and liabilities arising from or pertaining to the operation, maintenance, repair, condition, or return or other disposition of the Equipment, and data loss or corruption, together with all legal fees and expenses incurred by GFC in connection with any liability asserted against it. The agreements and indemnities in this section shall survive the expiration or termination of this Agreement.

10. OFFSET - You hereby waive any and all existing and future claims and offsets against any payments due hereunder, and agree to timely pay all amounts due hereunder regardless of any such claim.

11. NON-WAIVER AND NON-CANCELABLE - No covenant or condition of this Agreement can be waived except by the written consent of GFC. Forbearance or indulgence by GFC in any regard shall not constitute a waiver of your obligation to perform the covenant or condition, and until you completely perform said covenant or condition, GFC shall be entitled to invoke any remedy available to GFC under this Agreement or by law or in equity. Except as otherwise provided herein, this Agreement is irrevocable by you for the full term hereof and until you have paid all charges herein required.

12. MODIFICATION - Neither this Agreement nor any supplement or rider can be modified or amended except by written agreement signed and currently dated by the parties hereto.

13. MISCELLANEOUS - This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin. You agree that notwithstanding where you or the Equipment are located, jurisdiction for any dispute between the parties shall be in Wisconsin, and shall be venued in Dane County, Wisconsin. You and GFC waive any right to a jury trial regarding any dispute among the parties.