

MAINTENANCE SERVICE  
AGREEMENT  
FOR EQUIPMENT BETWEEN  
COLLINS SOLUTIONS LLC  
(hereinafter referred to as "Collins  
Solutions")  
178 Maggie Loop  
Pottsville AR, 72858 USA  
AND

(hereinafter referred to as "The  
Customer")

1. COLLINS SOLUTIONS AGREES THAT IN CONSIDERATION of payment by the Customer of the charge specified in Schedule B. on the terms and conditions hereinafter appearing to provide a Maintenance Service on behalf of the Customer, for each and every item of equipment set out in Schedule E.
2. THE maintenance charges are due and payable as specified in the applicable Schedules in advance commencing on the installation date any charges hereunder other than the above maintenance charges will be invoiced to the Customer at the end of the month in which same have been incurred and will be payable as at date of invoice. The Customer accepts liability for any future taxes or other Government Duties or charges, which may be levied in respect of charges in this agreement.
3. THIS Agreement shall remain in force for a period of (12) months from the date when the first payment falls due and is renewable annually at a price to be agreed.
4. ON payment of the Periodic Charge set out in Schedule B. the Customer will be entitled to maintenance provided by Collins Solutions during the maintenance period as specified in Schedule B.
5. If any periodic charge or any amount due under any invoice issued under this Agreement remains unpaid Collins Solutions may at its option suspend the Maintenance Service Agreed to be provided under this Agreement on giving to the Customer fourteen (14) days notice in writing or email of such intended suspension and if payment not made within such fourteen (14) days the Customer thereafter will not be entitled to receive any maintenance service until the total then accrued due shall have been paid. During any such suspension of maintenance service the Periodic Charge shall nevertheless continue to accrue due and be payable.
6.
  - a. THE Maintenance Service provided by Collins Solutions includes the cost of all labor only.
  - b. ALL replacement parts required by Collins Solutions to service the equipment will be supplied by Collins Solutions and invoiced to the Customer on the last day of the month in which same have been incurred and will be payable as at date of invoice. All parts supplied will be subject to Government Duties or charges, which may be levied in respect of the charges in this Agreement unless the customer supplies an official order showing exemption from these charges.
  - c. ELECTRO-MECHANICAL equipment will be subject to inspection by the parties annually to determine if wear and tear has made it unsuitable for further maintenance without refurbishing. Should refurbishing be necessary the cost of labor and parts will be the responsibility of the customer. If parts from third parties for refurbishing are no longer available, the customer may be required to replace the equipment. Should the annual inspection show the equipment is still capable of satisfactory maintenance then further inspections and determinations will be made annually.
7. COLLINS SOLUTIONS agrees that this maintenance is not conditional upon the source of supply of consumables (stationery, paper tape, magnetic tape, unit dust filters, printer ink and the like), and only requires that such consumables be of accepted industry standard and suitable for their purpose.
8. COLLINS SOLUTIONS shall keep the equipment in good working order and shall make all necessary repairs and adjustments. The equipment shall be repaired and adjusted only by accredited representatives of Collins Solutions and if the Customer shall permit the equipment to be otherwise repaired or adjusted Collins Solutions shall not be responsible for any loss of usage or damage to the equipment suffered by the Customer.
9. THE Customer shall not make or permit or suffer to be made to the equipment any additions, alterations, modifications or repairs by anyone other than authorized representatives of Collins Solutions, or such technicians employed by the Customer as have been approved for that purpose by Collins Solutions and shall carry out any such work in accordance with the recommendations Collins Solutions shall have given to the Customer.
10. THE obligations under this Agreement of Collins Solutions to provide maintenance service

- do not extend to cover maintenance replacement and repairs necessitated by:
- a. Any additions, alterations, modifications or repairs not authorized as in Clause 9
  - b. Equipment being used in a manner not in accordance with the instructions and recommendations of Collins Solutions
  - c. Negligence or want of care in use of equipment
  - d. Damage caused by an Act of God, storms, tempest, floods, earthquakes, trolls, riots, strikes, lockouts, fires, explosions, accidents and other things beyond the control of Collins Solutions.
- 11.
- a. IF the provision by Collins Solutions of maintenance service is prevented, hindered or delayed by reason of any cause or causes beyond the control of Collins Solutions and which cannot be overcome by due diligence, Collins Solutions shall be excused from performing the maintenance service to the extent that it is necessarily prevented, hindered or delayed thereby during the continuance of any such happenings or events and the maintenance service shall be deemed to be suspended so long as and to the extent that any such cause prevents or delays its performance.
  - b. COLLINS SOLUTIONS shall give notice in writing to the Customer within a reasonable time after the happening thereof of the nature and extent of such major condition claimed to exist and the terms and conditions of paragraph (a) Hereof shall not become operative unless such notice has been given.
  - c. The charges shall abate so long as the maintenance service shall be suspended.
12. COLLINS SOLUTIONS shall provide a maintenance service for the equipment at all times during the maintenance period and the Customer shall provide without charge to Collins Solutions adequate facilities for maintenance including electricity, light, ventilation and working storage space. The maintenance period shall comprise eight (8) consecutive hours in each day between 0800 and 1800 Mondays to Fridays inclusive other than Public Holidays. The agreed hours are set out in Schedule B.
13. REMEDIAL maintenance as a result of failure of the equipment shall be performed by Collins Solutions upon notification by the Customer that the equipment or part thereof is inoperative. Collins Solutions will respond within 24 hours after such notification. Preventative Maintenance as specified by Collins Solutions and designed to keep the equipment in good working order shall be performed at a mutually agreeable time during the maintenance period.
14. THE maintenance service hereunder will extend to any equipment added to the equipment set out in Schedule E. and equipment installed at other sites as agreed by Collins Solutions at the same rates shown in Schedule E. Further Schedules may be added to this Contract for that purpose.
15. COLLINS SOLUTIONS shall not be liable for any indirect, special or consequential damages in connection with or arising out of the furnishing of maintenance performance or use of any item of equipment or service provided under this Agreement.
- 16.
- a. THIS Agreement shall be governed by the Law applicable for the time being in Arkansas.
  - b. THE terms and conditions of this Agreement supersede those of all previous agreements between the parties with respect to the Maintenance of the equipment specified in this Agreement and no other terms and conditions shall be included or implied unless agreed to in writing signed by an authorized officer or representative of each of the parties to this Agreement.
  - c. ANY notice to be given pursuant to this Agreement shall be in writing and delivered or sent by prepaid post to the address shown herein or to the last known place of business of the party to receive same.
17. In addition to the Maintenance charge stated in Schedule B. the Customer shall be responsible for the expense of the servicemen in traveling from Pottsville to the location of the equipment

and shall be responsible for the costs of mileage at \$0.40 per mile during the period of each service visit.

18. Any hours not used by the Customer will not be added to the next months available hours nor will unused hours be refunded.

SCHEDULE A: EQUIPMENT LOCATION

SCHEDULE B: Periodic Charge entitling Customer to service during the Maintenance Period:

\$ \_\_\_\_\_ payable in advance and commencing as provided in Clause 2.

The Maintenance Period shall be From: 8 a.m. To 8 p.m. for a Total of \_\_\_\_\_ Hours Per Month. Anything over this period will be billed at a rate of \_\_\_\_\_ per hour and emergency service will be billed at a rate of \_\_\_\_\_ per hour.

SCHEDULE D: CONTRACT COMMENCEMENT DATE: \_\_\_\_\_

SCHEDULE E: EQUIPMENT LIST

ITEM	QUANTITY	DESCRIPTION	MONTHLY CHARGE

TOTAL MONTHLY CHARGE: \_\_\_\_\_

SIGNED for and on behalf of COLLINS SOLUTIONS

By: \_\_\_\_\_

Title:

Date:

SIGNED for and on behalf of the CUSTOMER

By: \_\_\_\_\_

Title:

Date:

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