

**SERVICE LEVEL AGREEMENT**

Entered into and is between:

**Dr NKOSAZANA DLAMINI-ZUMA LOCAL MUNICIPALITY**

Represented by Municipal Manager (Mr NC Vezi)

And

**KONICA MINOLTA SA**

**(SUPPLY INSTALLATION AND MAINTENANCE OF PRINTING /  
PHOTOCOPYING MACHINES)**

Represented by:

Schedule 1

- *Domicilia citandi et executandi*

Schedule 2

- Letter of appointment

Schedule 3

- Time frames and Payments

- 1.1.7. **'Municipal Structures Act'** shall mean the Local Government: Municipal Structures Act (Act No. 117 of 1998),
  - 1.1.8. all amendments thereto and all regulations published in terms thereof and 'MSA' has a corresponding meaning;
  - 1.1.9. **'Municipal Manager'** shall mean the person appointed by the NDZ LM in terms of Section 82 of the MSA;
  - 1.1.10. **'Party'** shall mean the NDZ LM and KONICA MINOLTA SA being the intended or actual signatories to the Service Level Agreement and 'parties' shall refer to the aforesated entities collectively;
  - 1.1.11. **'Project'** shall mean the services referred to in paragraph 4.1;
  - 1.1.12. **'Service Level Agreement'** shall mean this Agreement and 'SLA' shall have a corresponding meaning;
  - 1.1.13. **'Services'** shall mean the work to be undertaken by KONICA MINOLTA SA in accordance with the SLA;
  - 1.1.14. **'Bid documentation'** means:
    - 1.1.14.1 The letter of appointment issued by the NDZ LM, dated **08 July 2022** comprising Schedule 2;
    - 1.1.14.2 The total costs of the project and the timetable for payment, comprising Schedule 3.
- 1.2 Words imparting the singular shall include the plural, where the context so dictates.
- 1.3 The headings of this Agreement may be taken into consideration with regard to the interpretation of the provisions hereof.
- 1.4 Unless otherwise stated, all references to paragraphs are references to paragraphs numbered in the Agreement and not to those in any other document.

## 2 The Parties

- 2.1 The parties to this Agreement are:
  - 2.1.1. the NDZ LM and,
  - 2.1.2. KONICA MINOLTA SA

## 3 Appointment and Acceptance

- 3.1 NDZ LM hereby confirms its appointment of KONICA MINOLTA SA to perform the services envisaged by this Agreement upon the terms and conditions set out herein.
- 3.2 KONICA MINOLTA SA hereby confirms its acceptance of the appointment and undertakes to execute its obligations at a cost and in accordance with the terms and conditions as set out in:
  - 3.2.1 This Agreement; and,
  - 3.2.2 Any other terms and conditions as may be agreed upon in writing by the Parties.

- Access codes
- Lightning protector

Med volume Multifunctional Colour Devices – 5 (Executive Office, Budget, SCM, Finance and Licensing)

- Multi-Functional Colour (Copy / Print / Scan/Fax)
- Digital B/W Copier
- 30 pages per minute
- A4 paper capabilities
- 2 x 250 sheet paper tray
- 1 x 100 sheet bypass tray
- Zoom: 50 – 200% (in 1% steps) 100 pages document feeder
- Multiple Batch Scanning
- Hard Drive
- Java Enabled
- Network Printer
- Scan (email / folder/ FTP)
- Access codes
- Lightning protector

Medium volume Multifunctional Black and White Devices – 2 Units (Fleet reception and Underberg Tourism)

- Multi-Functional (Copy / Print / Scan)
- Digital B/W Copier
- 35 pages per minute
- A3 – A5 paper capabilities
- 2 x 250 sheet paper tray
- 1 x 100 sheet bypass tray
- Zoom: 50 – 200% (in 1% steps)
- 100 pages document feeder
- Hard Drive
- Network Printer
- Scan (email / folder/ FTP)
- Access codes
- Multiple Batch Scanning
- Voltage Regulator & Lightning protector

Print Management Solution to Track, Monitor & Control all Prints, copies & scans of stand-alone printers and multifunction devices across the entire network. Allocate costs to individual personnel & departments. Set Budgets for each cost Centre. Automate reports.

Tender price needs to include the following

- Dedicated on Site Operator



- 7.1.2 Provide all reasonable and necessary support to KONICA MINOLTA SA to perform its obligations in terms of and pursuant to this Agreement;
- 7.1.3 Fulfil its obligations in terms of this Agreement and act at all times in compliance with the applicable legal and statutory prescriptions and requirements;
- 7.1.4 In the event of any amendment to the scope of services or the costs thereof being required, ensure that the provisions of the
- 7.1.5 MFMA are complied with before entering into such amendment of the Agreement;
- 7.1.6 Ensure that in the event of envisaged extension of time for implementation, such extensions are based on appropriate justification and the necessary NDZ LM consent is obtained.
- 7.1.7 Ensure that additional services which may arise during the contract period are rendered at the same rates for similar services.
- 7.1.8 That NDZ LM reserves the right to add or terminate service points, as and when necessary.
- 7.1.9 Verify the authenticity of work done by KONICA MINOLTA SA and ensure that work is executed to the satisfaction of NDZ LM prior to making any payments;
- 7.1.10 Process payments upon receipt of the invoices, subject to the verification process referred to in 7.1.8;
- 7.1.11 Upon identifying errors and poor quality of work, report same to the KONICA MINOLTA SA which shall rectify such within seven (7) working days.
- 7.1.12 That NDZ LM will deduct any monies owing by any Service Provider or Director of a Company from their monthly payment for outstanding consumer or rates accounts.
- 7.1.13 Enforce remedial or punitive clauses in the event of a breach of any of the conditions of this Agreement.

## **8. Reporting**

- 8.1 KONICA MINOLTA SA shall:
  - 8.1.1 Meet with the Manager: CORPORATE AND SOCIAL SERVICES of NDZ on a monthly basis, so as to discuss progress on the services being rendered;
  - 8.1.2 Submit written monthly Reports to the Manager: and a copy must be submitted to Contract Officer at such time intervals as agreed upon;
  - 8.1.3 Bring to the attention of the Manager: CORPORATE AND SOCIAL SERVICES in writing, any delay or difficulty that may jeopardise the implementation plan;
- 8.2 In the event of KONICA MINOLTA SA failing to fulfil its reporting obligations within seven (7) business days of the dates agreed upon, without providing an acceptable written explanation for such failure, such failure will constitute a

- 11.3 Following further written notice of not less than 14 (fourteen) business days, terminate the Agreement and claim damages arising from the aforesaid termination, provided that payment is tendered for all outstanding costs incurred and fees due to KONICA MINOLTA SA for performance of services other than the performance of services which resulted in the termination of the Agreement; and,
- 11.4 Appoint any other person or persons to complete the execution of the services in which event KONICA MINOLTA SA shall be liable for the reasonable costs incurred in the appointment of such person or persons as well as the reasonable costs associated with the delay.
- 11.5 If the NDZ LM fails to comply with its obligations in terms of the Agreement and fails to remedy such breach within 7 (seven) business days after receipt of written notice calling upon it to remedy such breach, KONICA MINOLTA SA then may, in addition to any other legal remedies that it may have:
- 11.6 Compel the NDZ LM, by way of formal legal proceedings, to fulfil its obligations and abide by the terms and conditions of the Agreement; or,
- 11.7 Following further written notice of not less than 14 (fourteen) business days, terminate the Agreement, demand payment in respect of outstanding fees for services rendered in terms of the Agreement and claim damages arising from the aforesaid termination.

## **12 Supervening Impossibility of Performance**

- 12.1 If it becomes impossible for KONICA MINOLTA SA to fulfil any of its obligations in terms of the Agreement, as a result of circumstances beyond its control, then, KONICA MINOLTA SA shall immediately notify the NDZ LM in writing of such supervening impossibility of performance and the reasons therefore.
- 12.2 On receipt of a written request, the NDZ LM shall consider granting KONICA MINOLTA SA the necessary permission to defer such performance for whatever period may be required in the circumstances, which permission shall not be unreasonably being withheld.

## **13 Dispute Resolution**

- 13.1 In the event of a dispute arising between the parties in respect of any cause whatsoever, it may first be dealt with by way of arbitration. In this regard:
- 13.2 The arbitration shall be conducted in accordance with the rules of the Arbitration Foundation of South Africa ('AFSA'), as amended from time to time;
- 13.3 AFSA shall appoint an arbitrator to preside over the arbitration, provided that more than one arbitrator may be appointed where the parties agree thereto; and,
- 13.4 In making an award, the appointed arbitrator(s) may:

- 13.4.1.1 Determine the costs of arbitration, including VAT, charges, disbursements and fees incurred by the successful

15.2 Each Party warrants that it is not acting as an agent for an undisclosed principal.

## **16 Stamp Duties**

The Service Provider shall be responsible for any stamp duty that may be payable for this Agreement. Any stamp duty payable and arising out of the provision of services in terms of this Agreement shall be payable by the party as determined in terms of the Stamp Duties Act (Act 77 of 1968)

## **17 Indulgence**

No extension of time, latitude or any other indulgence that may be given or allowed by one party to the other shall constitute a waiver or alteration of the Agreement or affect such party's rights or prevent such party from strictly enforcing due compliance with each and every provision of the Agreement.

## **18 Termination**

This Agreement shall remain valid and in full force and effect for the duration of the project, unless it has been terminated in terms of the provisions of this Agreement.

## **19 General**

This Agreement constitutes the whole Agreement between the parties and any amendment, addition or alteration to the provisions hereof shall only be of force and effect if such amendment, addition or alteration has been done in compliance with the provisions of the MFMA, insofar as it may be applicable, and is thereafter reduced to writing and signed by the parties.

## **20 Warranties and Remedies**

### **20.1 Quality of Service**

KONICA MINOLTA SA warrants that the services will be professional and consistent with applicable standards. If the NDZ LM considers that a breach of this warranty has occurred and notifies KONICA MINOLTA SA in writing stating the nature of the breach, KONICA MINOLTA SA will be required to correct any affected services in order to comply with the warranty.


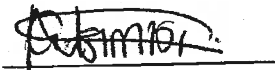
### **20.2 Indemnities**

If, as a result of KONICA MINOLTA SA negligence, NDZ LM or its employees suffer injury or property damage, KONICA MINOLTA SA will reimburse NDZ LM or that portion of any damages for which the Service Provider is found to be liable.

### **20.3 Third Party Claims**

Dated at Creighton on this 28 day of November 2022  
in the presence of the witnesses stated hereunder.

WITNESSES:


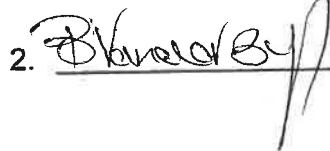
- a.   
b. 



Dr **NKOSAZANA DLAMINI-ZUMA**  
**LOCAL MUNICIPALITY**  
(Signed by the Municipal Manager, who warrants that he is duly authorised to sign this agreement)

Dated at ~~PIETERMARITZBURG~~ on this 06 day of DECEMBER 2022  
in the presence of the witnesses stated hereunder.

WITNESSES:

1.   
2. 

  
**KONICA MINOLTA SA**

(I, CRAIG SADLER  
warrant that I am duly authorised by a resolution of the company to sign this agreement on its behalf).

## SCHEDULE 1

### 1. Dr NKOSAZANA DLAMINI-ZUMA LOCAL MUNICIPALITY

Main Street  
P O Box 62  
Creighton  
3263  
Tel: 039 833 1038  
Fax: 039 833 1539

### 2. KONICA MINOLTA SA

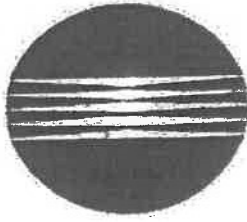
Unit 23 Campsorift Park  
3 Barnsley Road  
Pietermaritzburg  
3201

Tel : 033 846 9840  
Cell : 082 491 4053  
Email: [craigs@konicaminoltasa.com](mailto:craigs@konicaminoltasa.com)

## **SCHEDULE 3**

### **TIME FRAMES AND PAYMENTS**

- **KONICA MINOLTA SA** shall submit the original invoice 07 days before the next payment date.
- **Dr Nkosazana Dlamini-Zuma Local Municipality** will process the payments no later than **30 days** after valid invoice is received.



**KONICA MINOLTA**

**MASTER HIRE and SERVICE AGREEMENT**

between

Konica Minolta South Africa  
a division of Bidvest Office (Pty) Ltd

Reg. No. 1997/010942/07

(VAT Reg. No. 4650268230)

**("Konica Minolta")**

and

Company Registered Name: DR NKOSAZANA DLAMINI ZUMA LOCAL MUNICIPALITY

Reg. No.:

KZN 436

VAT Reg. No.:

4150274910

**("The Hirer")**

*Handwritten signatures and initials, including "Russell" and "S.W."*



The essentials of imaging

[www.konicaminolta.com](http://www.konicaminolta.com)

Konica Minolta South Africa, a division of Bidvest Office (Pty) Ltd (Reg. No. 1997/010942/07)  
 35 Modulus Road, Theta Extension 5, Johannesburg P.O. Box 2134, Southdale 2135  
**MASTER HIRE AND SERVICE AGREEMENT SCHEDULE**

HIRER: DR NKOSAZANA DLAMINI ZUMA LOCAL  
 Invoicing address: MUNICIPALITY  
P O BOX 62  
CREIGHTON  
3263 Tel. No: 039 833 1038

ORDER NO \_\_\_\_\_ DATE \_\_\_\_\_  
 Installation address: \* \_\_\_\_\_  
SEE ATTACHED SCHEDULE  
ADDENDUM 1,2,3,4  
 Tel. No: \_\_\_\_\_  
 Distance from servicing centre \_\_\_\_\_ km

MODEL	SERIAL NO	BASIC MONTHLY RENTAL	COPY VOLUMES	MONTHLY COPY CHARGES	
				RATES PER A4 COPY EXCL. VAT	INCL. VAT
		R _____	BW _____ TO _____	_____ CENTS	_____ CENTS
		R _____	Excess Copies: _____ PLUS _____	_____ CENTS	_____ CENTS
<u>SEE ATTACHED SCHEDULE</u>	<u>ADDENDUM 1,2,3,4</u>	R _____	COL _____ TO _____	_____ CENTS	_____ CENTS
		R _____	Excess Copies: _____ PLUS _____	_____ CENTS	_____ CENTS
		R _____	SCAN _____ TO _____	_____ CENTS	_____ CENTS
<u>SIGN</u>		R _____	Excess Copies: _____ PLUS _____	_____ CENTS	_____ CENTS
<u>DATE</u>		R _____			
		R _____			
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		R _____			
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		R _____			
		R _____			
		R _____			
		R _____			
		R _____			

PLEASE ENTER "YES" OR "NO" AS APPLICABLE

SERVICE TERMS AND CONDITIONS	YES
CONSUMABLES CHARGEABLE	NO
OTHER ADDENDA TO THIS AGREEMENT	NO
SOFTWARE SUPPORT FOR CONTROLLER INCLUDED IN COPY CHARGE	NO

**MONTHLY MINIMUM CHARGE**  
 Basic Monthly Rental: R \_\_\_\_\_  
 Flat Monthly Service Fee: R \_\_\_\_\_  
 Minimum Committed Copy Volume/Service Charge: R \_\_\_\_\_  
 TOTAL: (excluding VAT) R \_\_\_\_\_  
 TOTAL: (including VAT) R \_\_\_\_\_  
 PERIOD OF HIRE: 36 MONTHS

Copies included \_\_\_\_\_ BW \_\_\_\_\_ Colour \_\_\_\_\_  
 Recommended maximum monthly copy volume  
 BW \_\_\_\_\_ COL \_\_\_\_\_ SCAN \_\_\_\_\_  
 \*Address for domicile purposes if different from installation address above:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Landlord's name and address \_\_\_\_\_

**ACCEPTED BY HIRER:**  
 Name (Print): Nkosiyenze Gyan Vozzi  
 Capacity: Municipal Manager  
 Signature: \_\_\_\_\_  
 Date: 22 November 2022  
 Witness: D. Dippenaar

**ACCEPTED BY KONICA MINOLTA:**  
 Capacity: BRANCH MANAGER ADMIN MANAGER  
 Signature: \_\_\_\_\_  
 Date: 22 November 2022 22 November 2022

**FOR OFFICE USE ONLY**  
 CONTRACT NO: \_\_\_\_\_  
 CUST. NO: 4254730  
 MEAS POINT BW \_\_\_\_\_ /COL \_\_\_\_\_  
 ADDN TO EDP: \_\_\_\_\_  
 EQUIPMENT NO: \_\_\_\_\_  
 REP CODE/CODES: \_\_\_\_\_ / \_\_\_\_\_  
 INTERNET ACCESS  Y/N  Y M/R E-MAIL ADDRESS \_\_\_\_\_  
 METER READING VIA: PRINTFLEET  / VCARE

SERVICING BR/DLR: PIETERMARITZBURG  
 DEALER NO: \_\_\_\_\_ GROUP A/C NO: \_\_\_\_\_  
 INSTALLATION DATE: \_\_\_\_\_  
 OPEN M/R: BW \_\_\_\_\_ COL \_\_\_\_\_ SCAN \_\_\_\_\_  
 CONTACT PERSON: \_\_\_\_\_  
 TELEPHONE: \_\_\_\_\_ EXT.: \_\_\_\_\_  
 CONTRACT START DATE: 01 DECEMBER 2022  
 MR DATE: \_\_\_\_\_

*Handwritten signatures and initials:*  
 Mr. YS  
 NCV  
 JWB



# GENERAL CONDITIONS OF HIRE AND SERVICE AGREEMENT

Konica Minolta hereby lets to the Hirer who hereby hires from Konica Minolta the equipment described in the Schedule hereto, on the following terms and conditions:

1. This is an Agreement of Hire and Service. The equipment will always remain the property of Konica Minolta. "Konica Minolta" means Konica Minolta South Africa, a division of Bidvest Office (Pty) Ltd.
  2. This Agreement will commence on the Contract Start Date (as certified by Konica Minolta and noted on the Schedule) and will continue in force for the full term of the hire period as specified in the Schedule. Thereafter, this Agreement will remain in force for further 12 (twelve) month periods unless terminated by either party giving to the other not less than 30 (thirty) days written notice to such party's domicile by any of the means provided for in Clause 27 below. Such termination will only take effect upon an anniversary of the Contract Start Date. Konica Minolta may at any time during this Agreement, without prior notice to the Hirer, cede/assign and/or transfer all or any part of its right, title and interest in and to this Agreement and/or ownership of the equipment to any person whatsoever, and unless the context otherwise indicates, any reference to Konica Minolta in this Agreement will be deemed to include its cessionary/ies, assignee/s or delegatee/s.
  3. Konica Minolta will install the equipment at the installation address specified in the Schedule. A charge for installation will be levied only if special lifting tackle is required or if special transport arrangements have to be made by Konica Minolta - in this event the charge will be at the rates in force at the time of installation. Risk in the equipment will pass to the Hirer on the date when the Hirer accepts delivery of the equipment and will remain with the Hirer until the equipment has been collected by Konica Minolta. The name and address of the Landlord will be supplied by the Hirer and will be entered into this Agreement where indicated. The Hirer agrees to notify Konica Minolta should the landlord dispose of the premises.
  4. During the period of this Agreement:
    - 4.1 The Hirer will provide for the equipment such place with such electrical connections, network points or telephone connections, if applicable, as Konica Minolta considers suitable. Once installed the equipment may not be moved without Konica Minolta's prior consent, which consent will not unreasonably be withheld;
    - 4.2 Konica Minolta will move the equipment to a new site (whether or not in the premises in which it was originally installed) if so requested by the Hirer, provided that the Hirer will pay Konica Minolta the cost of so doing, based upon Konica Minolta's charges prevailing at the time as determined by Konica Minolta ("Konica Minolta's then prevailing rates and/or prices"). In the event that the Hirer, or anyone else other than Konica Minolta, moves the equipment, the Hirer will be liable to pay Konica Minolta for any repairs, new or substituted parts or materials required as a result of any damage sustained by or during such a move.
  5. The Hirer will pay Konica Minolta the total monthly minimum charge and the additional copy/scan charges, if any, calculated at the rates specified in the Schedule, without demand, set-off or deduction, monthly in arrears upon presentation of invoice. Konica Minolta will be entitled to charge interest on all overdue amounts at the rate of 2% above the prime lending rate charged by its bankers or any cessionary. Konica Minolta may appropriate any payments made by or on behalf of the Hirer to any indebtedness of whatsoever nature of the Hirer to Konica Minolta. A certificate signed by any of Konica Minolta's managers or directors, whose appointment it will not be necessary to prove, certifying the amount due by the Hirer will, for litigation purposes, be on the face of it proof of the amount of the Hirer's indebtedness.
  6. If applicable, monthly copies/scans will be determined by means of the meters attached to the equipment. Reading of such meters will, in the first instance, be the responsibility of the Hirer who undertakes to provide Konica Minolta with monthly meter readings upon telephonic or electronic request being made by Konica Minolta. Konica Minolta, however, reserves the right to check the readings from time to time. Access to the Hirer's premises will be subject to the Hirer's security regulations in force from time to time. In the event of breakdown or malfunction of the meters, monthly volumes for billing purposes will be established by reference to the average copy/scan volumes over previous months. For the purposes of this Agreement, "copies" includes all A4 copies or prints, whether colour or black and white.
  7. The Hirer acknowledges that where a recommended maximum monthly copy/scan volume has been entered onto the Schedule, any copy/scan volumes made in excess of this maximum monthly copy/scan volume, will be in breach of Clauses 12.1 and 12.9 below and the excess/scan copy charge will apply to such excess copy/scan volumes.
  8. Konica Minolta will provide a maintenance service for the equipment during the period of this Agreement in accordance with the following provisions:
    - 8.1 It will, subject to the provisions of this Agreement, make inspections, carry out such adjustments and repairs and replace such parts as Konica Minolta or its authorised Dealer may deem necessary to keep the equipment in good working order, throughout the period of this Agreement.
    - 8.2 All software support services for Digital Controllers will, after commissioning of the controllers, be supplied to the Hirer by Konica Minolta on a quoted time and materials basis at Konica Minolta's then prevailing rates and prices or by an adjustment to the copy/scan/service charges to cater for such software support, such adjustment to be confirmed in the Schedule.
  - 8.3 Where the equipment installed is a refurbished or second-hand model, the on-going supply of replacement spare parts and replacement consumables is dependant on them being available from Konica Minolta's supplier.
  - 8.4 The copier consumables supplied under this Agreement, if any, are those necessary to produce black and colour copies, but excludes the supply of throughput material such as paper, film, staples etc. Any staples supplied for any equipment will be supplied and charged at Konica Minolta's then prevailing prices.
  - 8.5 Where the equipment is a plain paper facsimile machine or a laser printer, the supply of the image cartridge which includes toner, or toner or starter supplied separately, will be charged at Konica Minolta's then prevailing price.
9. Konica Minolta will not charge for any routine maintenance or for any repair work done, or for any replacement parts, where the need for such work or parts arises only from fair wear and tear. If, however, the repair arises out of carelessness or misuse in operation, careless handling, damage caused as a result of floods, fire, riots, acts of God, adjustments or repairs made by any person other than Konica Minolta or its authorised Dealer, or the use of throughput material such as paper, film, staples etc. not approved by Konica Minolta, a charge will be payable at Konica Minolta's then prevailing rates and prices.
  10. Konica Minolta will be entitled to charge for any work carried out at the Hirer's request where work is to be done outside of Konica Minolta's normal business hours. Where the Hirer is obliged to pay a charge for any work or replacement parts, the charge will be payable at Konica Minolta's then prevailing rates and prices.
  11. Konica Minolta offers service free of travelling charge within a 50km radius from the allocated Konica Minolta or authorised Dealer servicing centre. If, however, the location of the equipment is outside of this 50km radius, a travelling charge will be levied, this charge to be at Konica Minolta's then prevailing rates.
  12. During the period of this Agreement and after its termination until the equipment has been removed by Konica Minolta from the Hirer's premises, the Hirer will:
    - 12.1 use the equipment with care and take reasonable precautions to avoid accidents and to safeguard it from loss or damage and excessive wear and tear;
    - 12.2 notify Konica Minolta immediately of any loss of, or damage to, the equipment or part thereof or any failure of the equipment to function;
    - 12.3 not repair the equipment nor have it repaired by anyone other than Konica Minolta or its authorised Dealer in terms of Clause 8 above;
    - 12.4 not use any part or component for the equipment, including black toner, if applicable, which has not been supplied by Konica Minolta and will not use throughput material such as paper, film, staples etc. which has not been approved by Konica Minolta;
    - 12.5 allow Konica Minolta or anyone authorised by Konica Minolta to inspect and examine the equipment and the copy/scan counting devices, if applicable, at all reasonable times, subject to the Hirer's security regulations in force from time to time;
    - 12.6 provide Konica Minolta with all such information as it may reasonably require to protect its right of ownership in the equipment;
    - 12.7 not sub-let, part with possession, nor permit anyone else to use the equipment without Konica Minolta's prior written consent, nor allow the equipment to become subject to any lien, hypothec or other encumbrance or judicial attachment;
    - 12.8 not cede, assign or make over any of its rights or obligations in terms of this Agreement without the prior written consent of Konica Minolta;
    - 12.9 use the equipment only for the purpose for which it has been designed, and in accordance with Konica Minolta's instructions;
    - 12.10 ensure that the equipment is covered and included under a comprehensive all-risks policy of the Hirer's own choice in which Konica Minolta's interest has been noted, for the replacement value of the equipment. The Hirer acknowledges that it was given free choice in connection with its insurance obligations in terms of section 43 of the Short Term Insurance Act 53 of 1998. If any of the equipment is lost or stolen, and not recovered within a period of 21 days after such loss or theft, or is damaged beyond repair, then the Hirer agrees that this Agreement will terminate in respect of such equipment;
    - 12.11 nominate a responsible person, to be trained by Konica Minolta (initially free of charge), to act as key operator for the unit.
    - 12.12 pay the basic monthly rental to Konica Minolta or its cessionary/ies regardless of any alleged breach by Konica Minolta of any term hereof without set-off or deduction. In addition the Hirer acknowledges that the photoconductor drum, heater rollers, transfer rollers, thermal heads and image units, whichever are applicable to the equipment, are prone to damage and must therefore be treated with special care by the Hirer.

# GENERAL CONDITIONS OF HIRE AND SERVICE AGREEMENT

- failing which Konica Minolta will not be obliged to repair or replace any of them free of charge.
13. Konica Minolta will be exempted from and will not be liable under any circumstances whatsoever for any loss of profit or other special damages or any indirect or consequential damages of any nature, whether in the contemplation of the parties or not, which the Hirer may suffer as a result of any breach by Konica Minolta of any of its obligations to the Hirer. Konica Minolta's liability will be limited to its obligation to service and maintain the equipment in terms of Clause 8 above.
14. Either party may cancel this Agreement summarily if the other:
- 14.1 commits any act of insolvency, is sequestered whether provisionally or finally, or enters into business rescue or liquidation, whether provisionally or finally or passes a resolution to voluntarily begin business rescue proceedings in terms of the Companies Act 71 of 2008 ("business rescue proceedings") or if any business rescue proceedings are otherwise proposed or commenced; or
- 14.2 commits any other breach of any of the terms of this Agreement and fails to remedy such breach within 7 (seven) days after receipt of written notice from the aggrieved party requiring the other to do so.
- Konica Minolta's rights under Clause 14.1 and 14.2 above are not exhaustive and in particular, in the event of cancellation of this Agreement by Konica Minolta in terms of Clause 14.1 or 14.2, then the Hirer will, on demand by Konica Minolta, pay to Konica Minolta all amounts in arrears at the date of cancellation, plus an amount equal to the aggregate of what would have been the total monthly minimum charge (as set out in the Schedule) for the balance of the period of this Agreement.
- No relaxation of or waiver by either party of any of the terms of this Agreement will prejudice that party's right to enforce such terms on any subsequent occasion.
16. In the event of either party being in breach of any of its obligations in terms of this Agreement then, without prejudice to any other remedies or rights the aggrieved party may have, including the right of cancellation, all of which rights and remedies it will nevertheless be entitled to exercise, the aggrieved party will be entitled to suspend the performance of its own obligations (other than the Hirer's obligation to make payment in terms of Clause 12.12 above) until the breach is remedied by the defaulting party.
17. Notwithstanding the provisions of Clause 2 above, should the Hirer's changed circumstances and/or requirements warrant an upgrading of equipment capabilities, then Konica Minolta, provided the Hirer accepts the appropriate settlement charge for the unexpired rental period of the original equipment, will allow the immediate termination of this Agreement, provided further that the Hirer enters into a new Agreement with Konica Minolta in respect of alternative equipment within the Konica Minolta range, such new Agreement to be on Konica Minolta's terms, conditions and credit criteria then applicable to such alternative equipment and provided further that such new Agreement will be for a period of at least 12 (twelve) months.
18. On the expiration or earlier termination of this Agreement, the Hirer will return the equipment to Konica Minolta at the Hirer's premises and will permit Konica Minolta to remove the equipment and to have full and proper access to the Hirer's premises for that purpose. Where special lifting tackle is required or where special transport arrangements have to be made, a charge for such removal will be payable at Konica Minolta's then prevailing rates and prices.
19. Konica Minolta may, by giving the Hirer at least 30 (thirty) days written notice to the Hirer's domicilium at the time and by any of the methods provided for in Clause 27 below:
- 19.1 increase the copy/scan/service charges/fees set out in the Schedule on an annual basis; such increases to take effect only from the anniversaries of the Contract Start Date and provided each such increase does not exceed 10% of the existing copy/scan/service charges/fees, such increase will not be a variation entitling the Hirer to terminate this Agreement. Konica Minolta's charges/fees will however, always remain market-related. Any revision of the copy/scan/service charges/fees made under this clause will result in a revised monthly committed volume/service charge value.
- 19.2 Konica Minolta's review of charges/fees as contemplated in Clause 19.1 above is designed to cater for the effects of inflation and other increases in labour and travelling costs, and assumes that foreign currency exchange rate fluctuations will be of a minor nature. If, however, unfavorable exchange rates are experienced, Konica Minolta reserves the right, at any time, to review and increase the copy/scan/service charges/fees applied under this Agreement, to cater for such unfavorable exchange rates. The Hirer will thereupon, or in the case of an increase in excess of 10% (ten percent) in terms of Clause 19.1 above, have the right to terminate the service element of this Agreement with effect from the date on which the increase is due to take effect by giving written notice to Konica Minolta within 15 (fifteen) days from the date of receipt of Konica Minolta's notice of increase, failing which the increase will be binding on the Hirer.
- 19.3 Should there be an increase in the prime rate of interest charged by the bankers financing this Agreement, then Konica Minolta will be entitled to increase the basic monthly rental as provided for in the Schedule by an amount sufficient to offset the increased cost of funding. If any costs of conforming to statutory obligations and/or regulations increase, then Konica Minolta may adjust the rentals accordingly. The adjustment will be reflected on the rental invoice following the increase. Any variation under this clause will not be a variation entitling the Hirer to terminate this Agreement.
20. This Agreement is subject to and conditional upon the information provided by the Hirer, in terms of the Confidential Customer Information form, being acceptable to Konica Minolta or its cessionary/ies. Should there be any conflict between the terms and conditions contained in the Customer Information form and those herein contained, then the provisions of this Agreement will apply.
21. By signing this Agreement the signatory warrants that he/she has the authority (ex-officio, by board resolution or requisite delegation) and is duly authorised to sign, endorse and execute all documents in relation hereto, for and on behalf of the Hirer.
22. The Hirer warrants that:
- 22.1 In relation to the National Credit Act 34 of 2005, the Hirer has assets and/or achieves an annual turnover in excess of R2 000 000;
- 22.2 should the Hirer be subject to the provisions of the Public Finance Management Act 1 of 1999, or the Municipal Finance Management Act 56 of 2003, the provisions of the applicable Act will have been fully complied with in relation to this Agreement and any security referred to in this Agreement.
23. The Hirer hereby indemnifies Konica Minolta and holds it harmless against any claim, loss or expense, loss of revenue and profits, legal costs on the attorney and client scale, and any other costs arising out of or in connection with or which may be sustained or incurred by Konica Minolta in consequence of any breach by the Hirer of the warranties referred to in Clause 22 above. Without prejudice to any other rights which Konica Minolta may have in terms of this Agreement or otherwise, Konica Minolta will be entitled to exercise its rights under this indemnity immediately upon it coming to Konica Minolta's attention that the Hirer has breached the warranties referred to in Clause 22 above.
24. This Agreement will be governed by and construed in accordance with the Laws of the Republic of South Africa.
25. Each party hereby consents to the other instituting any proceedings against the other party arising out of this Agreement in any Magistrate's Court having jurisdiction over the person of the defendant, notwithstanding that the amount or basis of the claim would otherwise be outside the jurisdiction of such Court.
26. If any term of this Agreement is found to be unenforceable, that term will be deleted and the remaining terms will remain unaffected.
27. The parties accept as their respective domicile ("domicile") for the purposes of this Agreement, the physical and e-mail addresses recorded in the Schedule. Either party may change its aforesaid domicile (provided that, in the case of a physical address, whether original or new, it must be in the Republic of South Africa) by giving to the other party no less than 14 (fourteen) days written notice of such change. All notices given in terms of or in pursuance of this Agreement will be addressed to the addressee's domicile. Any notice addressed to a party's domicile will be deemed to have been received 7 (seven) days after its posting, on the date of hand delivery or on the date of e-mail transmission, as the case may be. Any notice actually received by either party will be deemed to have been properly given notwithstanding that it may not have been addressed to that party's domicile.
28. All prices quoted in this Agreement, the Schedule and any Annexures hereto reflect both VAT Exclusive and VAT Inclusive amounts.
29. The Hirer confirms having agreed on behalf of itself and any guarantors that Konica Minolta is entitled to communicate with any person to obtain and provide information relating to the Hirer's payment behaviour, credit worthiness, or defaults, and that such information may be disclosed to any responsible party as defined in the Protection of Personal Information Act 4 of 2013.
30. Subject to the provisions of Clause 19 above no alteration or variation of this Agreement will be of any force or effect unless it is recorded in writing and signed by both parties.
31. This document, the Schedule and any Annexures or Addenda hereto, signed by the parties and attached hereto, constitutes the whole Agreement between Konica Minolta and the Hirer, and the Hirer agrees that Konica Minolta has not agreed to any terms or conditions or made any representations, other than those stated in such documents. The Customer agrees that, other than stated in such documents, no guarantees or warranties (whether express, tacit or implied) will apply against or be binding on Konica Minolta. Once signed, each Schedule will create a separate independent Agreement. Notwithstanding the foregoing, the breach of any one of the separate Agreements so constituted will, at Konica Minolta's election, be deemed to be a breach of any or all of them.
32. POPIA Authorisation  
We are required to Process certain of your Personal Information (as defined in the Protection of Personal Information Act 4 of 2013) which is collected and processed by our staff, representatives or sub-contractors for normal business purposes and we make every effort to protect and secure Personal Information. An addition to your rights as provided for in the POPIA, you are entitled at any time to request access to the information we have collected, processed and shared for normal business purposes. You hereby allow us, Konica Minolta South Africa, to obtain, process, store, and dispose of this Personal Information in the ordinary course of business and in accordance with our business requirements.

# CUSTOMER INFORMATION

NAME OF LEGAL ENTITY	DR NKOSAZANA DLAMINI ZUMA LOCAL MUNICIPALITY				
(Please provide letterhead)	TRADING AS				
REGISTRATION NO.	KZN436	VAT NO.	4150274910		
NATURE OF BUSINESS	LOCAL MUNICIPALITY		PERIOD IN BUSINESS	3 YEARS	
HOLDING COMPANY			LISTED:	YES	NO
ASSOCIATE COMPANIES	N/A				
PHYSICAL ADDRESS:- STREET	MAIN STREET	NO.		CITY	CREIGHTON
POSTAL CODE	3263				
POSTAL ADDRESS:- P.O. BOX	62	OTHER CITY	CREIGHTON		POSTAL CODE
CONTACT NO.	039 833 1038				
PAYMENT POINT	CREIGHTON	AREA	CREIGHTON	NAME	DR NDZ MUNICIPALITY
CONTACT NO.	039 833 1038				

CONTACT:	CREDITORS	ORDERS	METER READING	INVOICES	STATEMENTS
NAME	THEMBINKOSI KHUMALO	MIRANDA NKABANE	SENZO NGCOBO	KHANYISILE MBELE	SENZO NGCOBO
TELEPHONE	039 833 1038	039 833 1038	039 833 1038	039 833 1038	039 833 1038
CELL			060 540 3059		060 540 3059
EMAIL	KHUMALOT@NDZ.GOV.ZA	NKABANEM@NDZ.GOV.ZA	NGCOBOS@NDZ.GOV.ZA	MBELEK@NDZ.GOV.ZA	NGCOBOS@NDZ.GOV.ZA
FAX	N/A	N/A	N/A	N/A	N/A

## DETAILS OF SHAREHOLDERS / PARTNER / DIRECTORS

NAME	I.D.NUMBER	% SHARES	DETAILS OF FIXED	VALUE (R)	BOND (R)
N/A	N/A	N/A	N/A		

BANKERS	FNB	BRANCH	UNDERBERG	ACC NO.	62026224999	DATE OPENED	03-07-2001	OVERDRAFT LIMIT	NO
METHOD OF PAYMENT: CHEQUE		EFT	EFT	CREDIT CARD		*DEBIT ORDER			
AUDITORS		CONTACT NAME		PHONE					
INSURANCE	BROKERSURE	CONTACT		POLICY NO.					
TELEPHONE NUMBER		EMAIL							
ANNUAL TURNOVER OR NET ASSET VALUE									

## TRADE REFERENCE (No banks / financial institute please)

COMPANY	CONTACT	PHONE NO.	CREDIT TERMS	DATE ACCOUNT OPENED

AMOUNT OF CREDIT REQUIRED R	
DESCRIPTION OF GOODS	1X C650i,3X C257,5XC3320,2 XC360i
SALES AMOUNT	
RENTAL PER MONTH PERIOD	
TYPE	RENTAL
ESCALATION	0%
INSTALLATION ADDRESS	VARIOUS SITES
AIM MIN BILL	
PHONE NO.	
FAX NO.	
LANDLORD	GOVERNMENT
NAME	
CONTACT	
PHONE NO.	
FAX NO.	



## TERMS AND CONDITIONS

The Debtor or its duly authorised agent does hereby irrevocably accept the following terms and conditions:

1. The laws of the country in which this agreement has been signed will apply to all dealings between the Creditor and the Debtor.
  2. The price charged will be the standard list price as amended from time to time.
  3. The credit terms are 30 (thirty) days nett from date of statement.
  4. If the Debtor should fail to object to any item appearing on the Creditor's statement of account within fourteen days of date of the dispatch of this statements, the account will be deemed to be in order.
  5. Until such time as the Debtor has paid the purchase price in full in respect of any purchase of goods, the ownership in all such goods shall remain vested in the Creditor. The Creditor shall, in its sole discretion, without notice to the Debtor, be entitled to take possession of any such goods which have not been paid for and in respect of which payment is overdue, in which event the Debtor shall be entitled to a credit in respect of the goods so returned being the price at which the goods are sold or the value thereof as determined by the Creditor. The Debtor hereby waives any right it may have for a spoliation order against the Creditor in the event that the Creditor takes possession of any goods.
  6. The Creditor shall have the right to suspend the supply of goods or services if any amount due by the Debtor to the Creditor is due and remains unpaid.
- In the event of the Debtor defaulting in making payment of any amount that has become due and owing then the full balance outstanding will immediately become due and payable without notice to the Debtor.
8. A certificate signed by the secretary/manager or any director of the Creditor reflecting the amount owing by the Debtor to the Creditor in respect of the credit facilities granted to the Debtor in terms hereof relating to the Debtor's dealings with the Creditor and the fact that such amount is due, owing and unpaid shall be prima facie proof of the effects therein stated for the purpose of any action (whether by way of provisional sentence or otherwise), proof of debt on insolvency or for any purpose whatsoever where the amount of such claims is required to be established and it shall rest with the Debtor to prove that such amount is not owing and/or due and unpaid.
  9. The Creditor does not appoint the Post Office as its agents for payments by post. All payments shall be made to the Creditor's place of business. In the event of any payments being mislaid or lost in the post, the Debtor shall still be liable to the Creditor for payment. Credit to the Creditor's bank account shall constitute valid payment.
  10. All overdue sums/amounts shall bear interest at the maximum permissible rate of interest as determined by the Usury Act, or any other relevant law, applicable from time to time, such interest to be reckoned monthly in advance from due date to date of payment.
  11. The Creditor shall, at any time, in its sole discretion, be entitled to cede all or any of its rights in terms of this acceptance of credit facilities to any third party without prior notice to the Debtor.
  12. It is agreed that set-off shall operate automatically as a matter of law at the moment reciprocal debts between the Creditor and the Debtor come into existence and independently of the will of the parties and it shall not be necessary for either the Creditor or the Debtor to specifically raise set-off. Upon the operation of the aforementioned automatic set-off, the debts shall be mutually extinguished to the extent of the lesser debt.
  13. In the event of any order being given to the Creditor on an order form reflecting the Debtor's name as the entity from which the order emanates, such order shall be deemed to have emanated from the Debtor, notwithstanding the fact that such order may have been given or signed by a person not authorised by the Debtor and such order shall be deemed to be a valid order.
  14. Whilst the Creditor will make reasonable endeavours to meet delivery dates such dates are business estimates only and do not constitute contractual obligations. Accordingly the Creditor shall not be liable for any loss or damage of whatsoever nature and howsoever arising, occasioned by delays in deliveries or completion of installations or provision of service.
  15. The risk in and to the goods shall pass from the Creditor to the Debtor on the date of delivery notwithstanding that ownership will not pass to the Debtor until full payment of the purchase price. Delivery shall be deemed to have taken place against signature of the Creditor's delivery note, proof of posting if the goods are posted to the customer, or delivery to Transnet or Road / Air Carrier if the goods are railed or transported by the Creditor. The Post Office / Transnet or Road / Air Carrier shall act as the agent of the Debtor.
  16. Damage, partial loss or deviation of items delivered to items invoiced or ordered must be notified to carriers and the Creditor in writing within fourteen days of receipt of goods. Non-receipt is to be notified to the Creditor within fourteen days of despatch of goods.

APPLICANT INITIAL

NCV

WITNESS INITIAL

NX

## TERMS AND CONDITIONS (continued)

17. Goods may not be returned for any reason without securing the Creditors prior written agreement. It is agreed and acknowledged that any goods supplied in terms of an order placed with and returned to the Creditor will, if required, and practical, be replaced as originally ordered, but shall not form the subject of any claim for any workmanship, damage or consequential loss from any cause whatsoever or other expense.
18. Notwithstanding the amount which may at any time be owing by the Debtor to the Creditor, the Debtor hereby consents to the Jurisdiction of the Magistrate's Court having Jurisdiction for the determination of any action or proceeding otherwise beyond the jurisdiction of the said court which may be brought by the Creditor against the Debtor arising out of any transaction between the parties, it being recorded that the Creditor shall be entitled but not obliged to bring any action or proceeding in the said court and that all costs incurred in any action against the Debtor in any competent court including costs on an attorney/client scale and attorneys collection commission, will be paid by the Debtor.
19. Notwithstanding the terms of Clause 18 above, the Creditor shall be entitled, but not obliged, whether legal action has commenced or not, to submit any dispute between the parties for arbitration. The arbitration shall be held in the town/city of the local business of the Creditor within 60 (sixty) days after it has been demanded before a mutually agreed person, and failing agreement, to be selected by the President of the local Law Society. The arbitration shall be held in a summary manner and the strict rules of evidence shall not apply. The arbitrator shall decide on the issues of pleadings and discovery but shall do so on the basis that the matter is to be expedited and brought to arbitration within the 60 (sixty) day period and in an informal manner. The arbitrator shall decide the matter submitted to him according to what he considers just and equitable in the circumstances and therefore the strict rules of law need not be observed or taken into account by him in arriving at his decision. The parties hereto agree that the decision of the arbitrator shall be binding on each of them, and shall be made an Order of any Court of competent jurisdiction should it be necessary to execute under the arbitrator's order. The arbitrator's decision shall further be final and binding upon the parties and the arbitrator shall be entitled to make an order for costs in regard to the arbitration.
20. Should the Debtor at any time be wound up, whether provisionally or finally (which liquidation or sequestration shall be deemed to be a material breach by the Debtor) or in the event of the Debtor being an individual or partnership and having his/her/its estate sequestrated, whether provisionally or finally, any goods delivered by the Creditor to the Debtor and in respect of which payment has not been made at the date of winding up or sequestration (whether payment in respect thereof be due or not) shall immediately be returned to and recoverable by the Creditor and the agreement pursuant to which such goods were sold shall be deemed to have been cancelled in respect of the goods returnable /recoverable.
21. Any condonation of any breach of any of the provisions hereof or other act or relaxation, indulgence or grace on the part of the Creditor shall not in any way operate as or be deemed to be a waiver by the Creditor of any rights under this contract, or be construed as a novation thereof.
22. Unless the context otherwise requires, the words importing the singular shall include the plural and vice versa, a natural person shall include an artificial person and vice versa and the one gender shall include the other gender and vice versa.
23. The Debtor hereby chooses Domicilium Citandi et Executandi for all purposes arising out of this application at the physical address stipulated overleaf.
24. The Debtor undertakes to notify the Creditor in writing of any change of address within 30 days of such change.
25. Each clause of these conditions of sale is severable, the one from the other and if any one or more clauses are found to be invalid or unenforceable, that clause/clauses shall not affect the balance of these conditions of sale, which shall remain in full force and effect.
26. The Debtor acknowledges that no terms at variance with the terms and conditions of this acceptance for credit and which have been sought to be introduced by the Debtor at any time shall be of any force or effect unless the Creditor has, in writing expressly and unambiguously agreed that the terms so sought to be introduced by the Debtor shall apply. Without derogating from the generality of the afore going, the Creditor shall not be regarded as having so expressly agreed by virtue merely of the Creditor having agreed to execute an order in which inconsistent terms have been introduced by the Debtor and notwithstanding that the Creditor has not rejected such inconsistent terms.
27. In the event the Debtor has applied, or is applying, for credit facilities to a financial institution in order to pay the Creditor for any equipment, then the Debtor shall advise the Creditor within 21 days which financial institution the Creditor must invoice, and must furnish the Creditor with a copy of any credit agreement the Debtor has entered into with such financial institution. Until the Creditor has been paid in full, all the terms and conditions as set out above will apply, particularly the provisions regarding risk and ownership. Should the Creditor not be paid within 30 days of the date hereof, the Creditor has the right to retake possession of the goods.
28. The granting of any credit facilities based on this information shall be entirely at the Creditors discretion, and may be curtailed or terminated at any time
29. These terms and conditions are complete and any other terms, whether express or implied or excluded herefrom, and any variations, cancellations or additions shall not be of any force or effect unless reduced to writing and signed by the parties or their duly authorised signatories.

APPLICANT INITIAL

NCV

WITNESS INITIAL

NY




## CONSENT TO DISCLOSURE OF INFORMATION

1. The Debtor understands that the personal information given herein is to be used by the Creditor for the purposes of assessing credit worthiness. The Debtor confirms that the information given is accurate and complete. The Debtor further agrees to update the information supplied, as and when necessary, in order to ensure the accuracy of the above information, failing which the Creditor will not be liable for any inaccuracies.
2. The Creditor has the Debtor's consent at all times to contact and request information from any persons, credit bureaus or businesses, including those mentioned in the credit information form and to obtain any information relevant to the Debtor's credit assessment including, but not limited to, information regarding the amounts purchased from suppliers per month, length of time the Debtor has dealt with such supplier, type of goods or services purchased and manner and time of payment.
3. The Debtor agrees that information given in confidence to the Creditor, by a third party on the Debtor, will not be disclosed to the Debtor.
4. The Debtor hereby consents to and authorises the Creditor at all times to furnish personal and credit information concerning the Debtor's dealings with the Creditor to a credit bureau and to any third party seeking a trade reference regarding the Debtor in his/her/its dealings with the Creditor.
5. **POPIA Authorisation**  
We are required to Process certain of your Personal Information (as defined in the Protection of Personal Information Act 4 of 2013) which is collected and processed by our staff, representatives or sub-contractors for normal business purposes and we make every effort to protect and secure Personal Information. An addition to your rights as provided for in the POPIA, you are entitled at any time to request access to the information we have collected, processed and shared for normal business purposes. You hereby allow us/Konica Minolta South Africa, to obtain, process, store, and dispose of this Personal Information in the ordinary course of business and in accordance with our business requirements.

### DECLARATIONS

1. The Debtor and I warrant that the information submitted above is true and correct in all respects and that the terms and conditions of sale with the Creditor are those reflected herein, such terms and conditions the Debtor and I are entirely familiar with and which terms and conditions are deemed to form part hereof.
2. The Debtor and I consent to the disclosure of information as outlined above.
3. I warrant that I have the authority to act on behalf of the Debtor.
4. I/We warrant that the Annual Turnover and/or Net Asset Value is true and correct and acknowledge that Konica Minolta South Africa a division of Bidvest Office (Pty) Ltd has relied on such warranty in determining the legal framework any facility declarations.
5. I/We certify that there are no writs, summonses, judgements, petitions, winding up orders or pending or threatened applications for liquidation against the Applicant or its directors/shareholders.
6. We may be required to share, collect and process Personal Information which is collected and processed by our staff, representatives or sub-contractors and we make every effort to protect and secure Personal Information. You are entitled at any time to request access to the information this business has collected, processed and shared.

SIGNED AT Creighton ON THIS 28 DAY OF July 2022

NAME Nkosiyetwe Ntzi DESIGNATION Municipal Manager SIGNATURE   
(PLEASE PRINT)

(NB: Ownership of goods will not pass until paid in full)

WITNESS NAME Nompumelelo Xaba SIGNATURE   
(PLEASE PRINT)

### ACCOUNT SET-UP INFORMATION

PAYER	SOLD-TO	BILL TO
Person who receives statement, makes payment and approve credit information forms	Person who responsible for placing order	Recipient of Invoice
CONTACT NAME:	Do you have different DEPARTMENTS / BRANCHES / DIVISIONS / REGIONS	Contact Name:
	responsible for placing orders, and would they be billed on individual Acc's or on One Acc?	Where must invoices be sent to for Processing and Authorisation. Complete below
	<input type="checkbox"/> One Account Billing <input type="checkbox"/> Individual Billing	If different from Payer/Statement address e.g. Dept/Branches/Divisions/Regions and
TELEPHONE:	One Account complete below      Individual Billing complete Annexure R	If multiple invoice address please complete Annexure R
<b>039-8331308</b>		
DAY POINT POSTAL ADDRESS: Please state if POBox, Private Bag ect	POSTAL ADDRESS:	INVOICE POSTAL ADDRESS:
<b>P.O.BOX 62 CREIGHTON 3263</b>	<b>P.O.BOX 62 CREIGHTON 3263</b>	<b>P.O.BOX 62 CREIGHTON 3263</b>
DAY POINT PHYSICAL ADDRESS	PHYSICAL ADDRESS:	INVOICE PHYSICAL ADDRESS:
<b>MAIN STREET CREIGHTON 3263</b>	<b>MAIN STREET CREIGHTON 3263</b>	<b>MAIN STREET CREIGHTON 3263</b>
PREFERRED METHOD OF COMMUNICATION FOR STATEMENT	PREFERRED METHOD OF COMMUNICATION	PREFERRED METHOD OF COMMUNICATION FOR INVOICES
<input type="checkbox"/> FAX - CONTACT NAME AND NO	<input type="checkbox"/> FAX - CONTACT NAME AND NO	<input type="checkbox"/> FAX - CONTACT NAME AND NO
<input checked="" type="checkbox"/> EMAIL	<input checked="" type="checkbox"/> EMAIL	<input checked="" type="checkbox"/> EMAIL
<input type="checkbox"/> POST	<input type="checkbox"/> POST	<input type="checkbox"/> POST
PREFERRED METHOD ON INVOICING FOR CONTRACTS		
<input type="checkbox"/> Separate Invoice per machine	<input type="checkbox"/> One invoice for all machines (with supporting schedule by machine)	

SALES INFORMATION (Sales Data must be completed and approved by Branch/Sales Manager (INTERNAL))			
Prospect No: <b>4254730</b>	Credit Manager / Supervisor Name:	Signature	
Price Group <input checked="" type="checkbox"/> GOVERNMENT <input type="checkbox"/> STANDARD <input type="checkbox"/> MAJOR	INDUSTRY CODE		
SALES REP <b>TANYA KEMP</b>	REP NO. <b>4142C</b>	SIGNATURE	
BRANCH/SALES MANAGER <b>CRAIG SADLER</b>	(Print)	SIGNATURE	DATE :

DATE: 22.11.2022

CONTRACT		EQUIPMENT	EQUIP. No	SERIAL No	RENTAL EXCL VAT	ADDENDUM 1 Equipment installed on behalf of	TO MASTER: Kotica Minolta South Africa Period of Contract	RP9-8058 PARTICIPATORY AGREEMENT SCHEDULE	Initial	KOMICA MINOLTA Intitiale	Initial	
						and Contract start date	36 Months	36 Months		Page 1	Page 1	
							CPY CHG COL CENTS EXCL VAT	CPY CHG BW CENTS EXCL VAT	SCANS EXCL V/EXCL VAT	FLAT CHG	ORDER	LOCATION
		C2571			0.00			8.00	1.00	0	B065/20	RECEPTION AREA BULWER
		C2571		ACVD021019687	1002.33		56.00					BULWER COMMUNITY SERVICE CENTRE
		3KVA-TNDK-3			43.43							R617
		DF633			135.35							BULWER
		PK-513			130.45							3244
		PWR1			1.12							
		12-00722			12.57							
		ND2571			41.37							
		TOTAL RENTAL EXCL VAT			1366.63							
4025058		C2571			0.00			8.00	1.00	0	B065/20	NKWAZELA LIBRARY
		C2571		10793012 ACVD021016840	1002.33		56.00					NKWAZELA LIBRARY
		3KVA-TNDK-3			43.43							(NEXT TO NKWAZELA PRIMARY SCHOOL)
		DF633			135.35							3237
		PK-513			130.45							
		PWR1			1.12							
		12-00722			12.57							
		ND2571			41.37							
		TOTAL RENTAL EXCL VAT			1366.63							
4025060		C2571			0.00			8.00	1.00	0	B065/20	UNDERBERG LIBRARY
		C2571		10793019 ACVD021016822	1002.33		56.00					1 OLD MAIN ROAD
		3KVA-TNDK-3			43.43							UNDERBERG
		DF633			135.35							3257
		PK-513			130.45							
		PWR1			1.12							
		12-00722			12.57							
		ND2571			41.37							
		TOTAL RENTAL EXCL VAT			1366.63							
4025061		C2571			0.00			8.00	1.00	0	B065/20	HIMESVILLE RECEPTION AREA
		C2571		10798020 ACVD021016839	1002.33		56.00					32 ARBACLE STREET
		3KVA-TNDK-3			43.43							HIMESVILLE
		DF633			135.35							3256
		PK-513			130.45							
		PWR1			1.12							
		12-00722			12.57							
		ND2571			41.37							
		TOTAL RENTAL EXCL VAT			1366.63							

*[Handwritten signature]*

*[Handwritten initials]*

2

*Handwritten signature and notes at top left.*

*Handwritten signature and notes at top right.*

DATE 22.11.2022	ADDENDUM 2 Equipment installed on behalf of Contract start date	TO MASTER DR MOSAZANA ZUMA MUNICIPALITY Kovisa Minelwa South Africa Period of Contract	RTS-8058 PARTNERSHIP AGREEMENT SCHEDULE SCHEDULE 1A/B/C 36 Months	INITIALS	KONICA MINOLTA INITIALS
40255064	10799018 ACVD021016856 C3571 3KVA-TNDK-3 DF633 PWR1 12-00722 ND2571	56.00 0.00 1802.38 43.43 135.35 130.49 1.12 12.57 41.37	8.00 0 1.00 0		BULWER LIBRARY REF 183 BULWER 3244
TOTAL RENTAL EXCL VAT		1366.63			
40255068	10799013 ACVD021016856 C3571 3KVA-TNDK-3 DF633 PK-513 PWR1 12-00722 ND2571	84.00 0.00 1002.33 43.43 338.35 130.45 1.12 12.57 41.37	8.00 0 1.00 0		CREIGHTON LIBRARY MAIN ROAD CREIGHTON 3265
TOTAL RENTAL EXCL VAT		1366.63			
40255072	10790601 AC77121000079 B3601 B3601 12-00722 CSRC 3KVA-TNDK-3 DF-632 PWR1 ND2501	0.00 0.00 1201.35 12.57 0.00 43.43 207.09 1.12 39.39	7.50 0 1.00 0		TOWN PLANNING & DEVELOPMENT MAIN STREET CREIGHTON 3263
TOTAL RENTAL EXCL VAT		1504.93			
40255073	10790606 AC77121000089 B3601 B3601 12-00722 CSRC 3KVA-TNDK-3 DF-632 PWR1 ND2501	0.00 0.00 1201.35 12.57 0.00 43.43 207.09 1.12 39.39	7.50 0 1.00 0		UNDERBERG TOURISM CLOCK TOWER CENTRE OLD MAIN ROAD UNDERBERG 3264
TOTAL RENTAL EXCL VAT		1504.93			
40255048	10794513 AAJP02122055 C33201 C33201 12-00722 CSRC 3KVA-TNDK-3 PK-517 PF-P20 PWR1	80.00 0.00 600.70 12.57 0.00 43.43 35.67 74.22 1.12	14.00 0 1.00 0		EXECUTIVE OFFICE MAIN STREET CREIGHTON 3265
TOTAL RENTAL EXCL VAT		767.71			

*Handwritten notes: Page 1, BULWER LIBRARY, REF 183, BULWER 3244*

*Handwritten notes: SCHEDULE 1A/B/C, 36 Months*

*Handwritten notes: ADDENDUM 2, Equipment installed on behalf of, Contract start date*

*Handwritten notes: DATE 22.11.2022*



3

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DATE	ADDENDUM 3	TO MASTER	REF-2016 PARTICIPATION AGREEMENT SCHEDULE	INVOICE	Page 1
Equipment installed on behalf of	and	DR NKOSAZANA ZUMA MUNICIPALITY	KONICA MINOLTA		
Contract start date	01/12/2022	Konika Minolta South Africa	SCHEDULE FIRE AND SERVICE		
		Period of Contract	36 Months		
4025050		10778998	AAJP021216142		
	C3320		0.00	1.00	8065/20/ FINANCE OFFICE
	C3320		600.70		MAIN STREET
	12-00722		12.57		CREIGHTON
	CSRC		0.00		3263
	3KVA-TNDK-3		43.43		
	FK-517		35.67		
	PF-P20		74.22		
	PWR1		1.12		
	TOTAL RENTAL EXCL VAT		767.71		
40255043		10801719	AAJP021227837		
	C3320		0.00	1.00	8065/20/ LICENSING OFFICE HIMEVILLE
	C3320		600.70		32 ARBACLE STREET
	12-00722		12.57		HIMEVILLE
	CSRC		0.00		3263
	3KVA-TNDK-3		43.43		
	FK-517		35.67		
	PF-P20		74.22		
	PWR1		1.12		
	TOTAL RENTAL EXCL VAT		767.71		
40255046		10801720	AAJP021227906		
	C3320		0.00	1.00	8065/20/ LICENSING OFFICE CREIGHTON
	C3320		600.70		15 WATSON STREET
	12-00722		12.57		CREIGHTON
	CSRC		0.00		3263
	3KVA-TNDK-3		43.43		
	FK-517		35.67		
	PF-P20		74.22		
	PWR1		1.12		
	TOTAL RENTAL EXCL VAT		767.71		
40255045		10801721	AAJP021227971		
	C3320		0.00	1.00	8065/20/ BUDGET OFFICE
	C3320		600.70		MAIN STREET
	12-00722		12.57		CREIGHTON
	CSRC		0.00		3263
	3KVA-TNDK-3		43.43		
	FK-517		35.67		
	PF-P20		74.22		
	PWR1		1.12		
	TOTAL RENTAL EXCL VAT		767.71		
40255076		10789036	AA7N021004483		
	C6501		0.00	1.00	8065/20/ CORPORATE AND COMMUNITY
	C6501		2890.33		MAIN STREET
	12-00722		12.57		CREIGHTON
	CSRC		0.00		3263
	3KVA-TNDK-3		43.43		
	FK-51A		167.84		
	PC-416		143.17		
	PWR1		1.12		
	FS-539		357.93		
	RU-51B		39.26		
	TOTAL RENTAL EXCL VAT		3655.65		

4

DATE	22.11.2022	INITIALS	INITIALS	INITIALS	INITIALS	INITIALS	INITIALS
		DR NIKOSAZANA ZUMA MUNICIPALITY	DR NIKOSAZANA ZUMA MUNICIPALITY	DR NIKOSAZANA ZUMA MUNICIPALITY	DR NIKOSAZANA ZUMA MUNICIPALITY	DR NIKOSAZANA ZUMA MUNICIPALITY	DR NIKOSAZANA ZUMA MUNICIPALITY
40Z55078	C5501	20799545	A47N02106062	0.00	40.00	7.00	1.00
	C6501			2890.33			0
	12-00722			12.57			
	CSRC			0.00			
	SKVA-TNDIK-3			43.43			
	PC-514			167.84			
	PC-516			248.17			
	PIWRI			1.12			
	FS-539			357.93			
	RU-513			39.26			
TOTAL RENTAL EXCL VAT				3655.65			
	YSQAS-001-1001-10						
	YSQLE-003-1000						
TOTAL RENTAL EXCL VAT				2499.01			
TOTAL SCHEDULE RENTAL EXCL VAT				24858.51			
ACCEPTED FOR	DR NIKOSAZANA ZUMA MUNICIPALITY	ACCEPTED FOR KWSA	ACCEPTED FOR KWSA	ACCEPTED FOR KWSA	ACCEPTED FOR KWSA	ACCEPTED FOR KWSA	ACCEPTED FOR KWSA
NAME :	NGOINHEZHE CUPHAT VEZI	NAME :	CRAIG SADLER	NAME :	BERNADETTE VAN DER BYLE	NAME :	BERNADETTE VAN DER BYLE
CAPACITY :	MUNICIPALITY MANAGER	CAPACITY :	BRANCH MANAGER	CAPACITY :	ADMIN MANAGER	CAPACITY :	ADMIN MANAGER
SIGNATURE :		SIGNATURE :		SIGNATURE :		SIGNATURE :	
DATE :	22 NOVEMBER 2022	DATE :	22 NOVEMBER 2022	DATE :	22 NOVEMBER 2022	DATE :	22 NOVEMBER 2022

*[Handwritten notes and signatures in the top right corner]*