

SYSTEM SUPPORT AGREEMENT

CUSTOMER / OWNER OF EQUIPMENT: _____

LISTED EQUIPMENT : _____

TYPE OF AGREEMENT: FULLY COMPREHENSIVE

AGREEMENT NO.: _____

VALID FROM : _____ TO : _____

PRICE: _____ (including GST.)

PROCLAMATION OF AGREEMENT.

The contractor agrees to maintain the above listed equipment in a good operating condition by performing two scheduled preventative maintenance call-outs and responding to all further breakdown call-outs for the period specified. The contractor's **response** to repair call-outs will be in **normal working** hours. For preventative maintenance agreements, only the preventative maintenance will be carried out on the specified service dates.

SERVICES COVERED

All labour, travel time and mileage to, from and at the customers premises is covered under the agreement. **Spares** to the value of _____ per system, will be covered by the agreement. Should the value of spares necessary to maintain the equipment exceed this amount, the customer will be responsible for payment of this excess. Spares used as normal consumable items for the operation of the equipment are excluded from the agreement.

Costs incurred by irresponsible or negligent use of the listed equipment by the customer or persons other than the contractor's service personnel, will not be covered by the agreement.

Any costs incurred for accommodation, car-hire and air fares **are not** included in the agreement price.

GENERAL CONDITIONS

General conditions set out as per page two (2) of this agreement shall apply in respect of any services rendered under this agreement. In the event of any difference occurring between the main agreement conditions and the general conditions, the main agreement shall apply.

The customer shall make the equipment available for the routine **major service** in the month of _____ and the month of _____ for a **minor service**. These services will be carried out in normal working hours (Mondays to Fridays between 8.00 am and 5.00 pm).

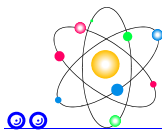
The agreement will be valid for the time specified, but shall be automatically extended by one (1) year at a time unless either party gives written notice of one (1) month to terminate before the end date of this agreement.

I (print)..... agree to the conditions of the above agreement on this..... day of 20..... on behalf of the **OWNER OF THE EQUIPMENT.**

Signature..... Position held

I (print)..... agree to the conditions of the above agreement on this..... day of 20..... on behalf of the **ANASPEC.**

Signature..... Position held



General conditions of a system support agreement.

1. Responsibilities of the contractor. (ANASPEC)

I. Concerning fully comprehensive agreements.

- The contractor shall ensure that all the listed equipment is maintained in good working condition as per manufactures specifications.
- All spares necessary to maintain the condition of the equipment will be supplied to the value stipulated.
- Should the value stipulated for spares be exceeded, the customer will be informed and be charged separately for these spares. If necessary a quote will be supplied on the spares and if additional fitment costs are to be charged, this will be at normal Anaspec Rates.
- The contractor will ensure that technical assistance will be available as per the time period specified in the agreement.
- Preventative maintenance will be carried out six monthly on the dates mutually agreed upon by the two parties concerned. This maintenance will include test procedures recommended by the supplier of the equipment to ensure optimum performance. The normal requirements of cleaning, lubricating, inspecting and testing the equipment as laid out in ANASPEC's service schedules, will also be performed.
- Should service personnel not be immediately available to attend to the customer on site, all other possible temporary solutions to remedy the malfunction will be investigated and followed. The contractor will under no circumstances be held responsible for consequential losses.
- Contract customers will also enjoy preferential response time.
- All "factory modifications" made available to the contractor for the specified equipment, will be passed on to the customer.

II. Concerning fully comprehensive (excluding spares) agreements.

- All the above in (I) will apply, except that all spares necessary to maintain the equipment must be supplied by the customer.
- Should the customer require the contractor to furnish these spares, they will be charged separately.

III. Concerning preventative maintenance agreements.

- The contractor undertakes to perform only the preventative maintenance specified by the ANASPEC service schedule of the listed equipment, to prevent failures occurring and to ensure optimum performance.
- These services shall take place in the periods specified by the customer and agreed on by the contractor as per the main agreement.
- Any maintenance performed which does not conform with, but is necessary to perform the specified service, will be charged separately.
- The value given to spares on this agreement only covers consumables and spares directly related to performing the specified service. Any other spares necessary will be charged separately.

The contractor can only ensure the best performance of the equipment with the co-operation of the customer. Costs incurred from damage or malfunctions due to causes other than proper use of the equipment or unauthorised alterations done to the equipment, will not be covered by this agreement and will relieve the contractor of all responsibilities to the proper maintenance of the equipment.

2. Responsibilities of the customer.

- Make the equipment available to the contractor for maintenance purposes.
- Ensure reliable services such as electricity, water, climate control etc. for the equipment as specified by the manufacturer.
- Perform all routine operator maintenance as specified in the equipment's operating manuals.
- Supply all consumables that are not supplied by the contractor under this agreement.

3. Conditions of service.

Should repair be required because of any of the following conditions, the contractor is under no obligation to furnish service under this agreement.

- Any natural disasters.
- Fire, water, lightning, unusual electrical damage or damage caused by rodents or other creatures.
- Improper or unauthorised use.
- Damage caused by strikes, riots, wars or nuclear accidents.
- Unauthorised moving of the equipment.*
- Replacement of the original system in cases where support agreements are given on new equipment.
- Should a new system be delivered in a poor state, damaged through transport or suffer from excessive manufacturing defects

4. Exclusions

- Major electrical and plumbing work outside of the equipment.
- Operating consumables.
- In-depth operator training.
- Major Repair costs to E.D. detectors such as pump down, bake out, window replacement and manufacturer repairs.
- Exchange repair costs of P.C.B.'s or other components. Locally or internationally repaired.
- Moving Equipment to a new site *

5. * Moving of the equipment.

Should the customer wish or need to move the equipment to a new location, written notice must be given to the contractor. The contractor will then inspect the new site and inform the customer of any changes to the agreement that may be necessary.

6. Price of the agreement.

The price of the agreement is fixed for the time specified. The renewal price will be furnished by the contractor to the customer one month before the termination date of this agreement. Termination of the agreement must be given by 30 days written notice.

7. Invoicing

The full amount of the agreement will be invoiced on the starting date of the agreement. Payment terms may be discussed and take place accordingly. Late payment (over 60 days from invoice) or non payment will incur interest at prime rate and any work already charged to the agreement must be paid for.