

# SERVICE LEVEL AGREEMENT ON RENTALS

## 1. INSTALLATION OF THE EQUIPMENT

- 1.1. **Dispenstech** undertakes to install the Equipment in such location(s) within the premises as requested by the customer, subject to the following:
  - 1.1.1. Should the chosen location be an unsuitable place for installation in **Dispenstech's** sole discretion due to it being impractical or unsafe or of a hazardous nature, **Dispenstech** may refuse to install the Equipment within such location(s).
  - 1.1.2. An electrical connection with an isolator, meeting **Dispenstech's** requirements, shall be provided within one meter of the area where the Equipment is to be installed.
  - 1.1.3. Where applicable, a network point shall be provided by the customer within one meter of the area where the Equipment is to be installed.
- 1.2. Signature of the delivery note by the customer shall constitute acknowledgement that the Equipment is in good working order and acceptance that the Equipment was properly installed.
- 1.3. The customer may not relocate the Equipment without **Dispenstech's** prior written consent.

## 2. CUSTOMER DUTIES

- 2.1. The customer will notify **Dispenstech** of any failure of, or necessary repairs to the Equipment in terms of the service call logging procedures defined by **Dispenstech** from time to time.
- 2.2. The customer shall take reasonable care in the use of the Equipment as per the instructions of the manufacturer or **Dispenstech**.
- 2.3. The customer shall maintain the Equipment in an efficient operating condition and shall not misuse nor allow the negligent or willful damage to the Equipment for the duration of this Agreement.
- 2.4. The customer will not permit any person to tamper with the Equipment, nor permit any person other than authorized representatives of **Dispenstech** to repair or attempt to make repairs to the Equipment.
- 2.5. All maintenance and necessary repairs shall be performed on the premises, unless in the reasonable opinion of **Dispenstech** it is impossible to perform the work necessary on the premises, in which event **Dispenstech** may remove the Equipment for that purpose.
- 2.6. The customer absolves **Dispenstech** from any loss of the user's stock and/or revenue from the machines, howsoever caused.
- 2.7. The customer must ensure that its representative signs the relevant service/repair report after a **Dispenstech** representative has repaired/serviced the reported faults.
- 2.8. The customer shall allow authorized personnel of **Dispenstech** to have reasonable access to the Equipment at all times in order to:
  - 2.8.1 inspect the Equipment;
  - 2.8.2 conduct maintenance;
  - 2.8.3 install additional Equipment;
  - 2.8.4 conduct necessary repairs and otherwise carry out **Dispenstech's** obligations in terms of the Agreement.

### 3. MAINTENANCE OF EQUIPMENT: DISPENSTECH'S RESPONSIBILITY

- 3.1 **Dispenstech** undertakes to respond to a reported problem within 48 hours of time from notification, unless otherwise arranged with the Customer due to unforeseen circumstances. This service will be available during **Dispenstech's** normal working week and normal working hours as per clause 2.1
- 3.2 Where faults are reported, **Dispenstech** personnel will endeavour to complete the repairs without any loss of service to the customer. If this is not possible, the customer will be informed accordingly.
- 3.3 **Dispenstech** will ensure that all its employees are suitably trained and professionally managed. Where required, **Dispenstech** will ensure that all maintenance personnel undergo security clearance.
- 3.4 **Dispenstech** will keep record of all calls attended/logged by the customer. Copies of these records will be made available to the customer when required.
- 3.5 Save for the exclusions described in clause 4, **Dispenstech** will maintain the Equipment in a normal operating condition.
- 3.6 Maintenance cost, including parts, labour and transport in Gauteng, necessitated by normal use (wear and tear) shall be carried by **Dispenstech** for the duration of the agreed contract period, provided that the customer complies with the provisions of the Rental Agreement including clauses 2 and 4 of this Service Level Agreement.
- 3.7 Adjustment/Customization to Equipment following a change of products dispensed and/or size, shape or weight of items to be vended shall be carried by **Dispenstech** for the duration of the agreed contract period, provided that the customer complies with the provisions of the Rental Agreement including clauses 2 and 4.1.6 of this Service Level Agreement.
- 3.8 Any repairs and / or maintenance to the Equipment deemed necessary by **Dispenstech**, due to the negligent or willful act of the customer, or any of its employees, agents, contractors, servants or other person, shall be undertaken by **Dispenstech** at the customer's expense, and **Dispenstech** shall be entitled to charge the customer for the call out charge and parts utilized, at prevailing prices. (Negligence includes, inter alia willful conduct, abuse, alteration without proper authorization or vandalism).
- 3.9 **Dispenstech** will have the right to charge for any expenses incurred including overtime, subsistence and accommodation, over and above the call-out charge and spares utilized when responding to call-outs initiated by the customer outside **Dispenstech's** normal working hours; where Equipment is erroneously reported as faulty; or the Equipment is damaged through willful conduct, misuse or negligence as defined in clause 3.8 above.
- 3.10 Signature of the service call log sheet by the customer shall constitute acknowledgement that the Equipment is in good working order and acceptance that the Equipment was properly maintained.

### 4. EXCLUSIONS

- 4.1 The following are excluded from **Dispenstech's** maintenance obligations under the rental contract and will be charged for separately:
- 4.1.1 Damage or breakdown caused through negligence or misuse of the Equipment.
  - 4.1.2 Damage or breakdown caused through natural occurrences such as floods, lightning, rodents, etc.
  - 4.1.3 Any electrical work external to the Equipment.
  - 4.1.4 Connection of ancillary equipment to Equipment; breakdowns caused by ancillary equipment and repair or replacement of components that have become faulty due to ancillary equipment.
  - 4.1.5 Repairs/breakdowns or other service work necessitated by the customer's failure to keep the Equipment clean and in acceptable hygienic condition.
  - 4.1.6 Travel charge for all maintenance outside Gauteng.