

## **TERMS AND CONDITIONS**

1. RHK agrees to keep the machine(s) save and (except the software installed therein) in good and serviceable condition except in relation to damage by accident, abuse, act of third persons, forces of nature, other events beyond RHK's control, inappropriate voltage and the failure to follow operating instructions.
2. RHK shall not be liable for any loss, damage, cost or expense arising from any defect in the machine(s), or from its unavailability for use whilst defective. In no event shall RHK be liable for any indirect or consequential losses, including loss of profit, as a result of any defects in the machine(s), whether under this Agreement or elsewhere.
3. RHK's representatives shall have safe and unimpeded access to the machine(s) and all ancillary equipment at all reasonable times.
4. RHK will provide the services during RHK's Normal Working Hours (From Monday to Friday: 9:00 am to 5:30 pm, except public holidays). Services outside RHK's Normal Working Hours may be available by prior arrangement and subject to overtime charge to be quoted by RHK separately according to specific customer requirements.
5. Customer agrees to pay to RHK a surcharge per service call for service to be provided at Outlying Island location.
6. RHK agrees to provide one time on-site user operational training for specified machine models free of charge within 3 calendar months after machine delivery. Any additional training will be provided by appointment only on charge-per-call basis to be quoted by RHK separately.
7. In the event of the machine(s) experiencing a defect, RHK will provide labour for fitting the machine(s) on-site and replace the required spare parts for the satisfactory operation of the machine(s). Similar relief machine(s) will be provided, subject to availability, by RHK to Customer on temporary basis when machine(s) covered by this Agreement need to be returned for workshop repair.
8. No supplies, parts or equipment not supplied by RHK (whether or not RHK approved equipment) shall be used in or upon the machine(s) whatsoever without RHK's prior written consent. RHK reserves the rights to reject providing any service, supplies, parts or equipment for supplies, parts or equipment not supplied by RHK.
9. If the machine(s) covered by this Agreement is operated outside the territory of Hong Kong, RHK will levy its standard time and materials charge for any service rendered or shall reserve the rights not to provide supplies, parts and maintenance service outside the territory of Hong Kong, SAR.
10. Customer shall make payment to RHK within 10 days from date of invoice. RHK reserves the right to vary the payment term by giving seven days' notice in writing. If Customer fails to comply the payment terms, RHK reserves the right not to provide supplies, parts and maintenance service.

### **In relation to service package - Option 1**

- 1.1 RHK agrees to supply all related supplies (excluding paper) and parts to be used on the machine(s) under normal wear and tear for such time during this Agreement period.
- 1.2 In consideration of RHK supplying such services, supplies (excluding paper) and parts, Customer hereby agrees to pay to RHK meter charges (including but not limit to copying, printing and development\*) based on meter rate(s) as stated overleaf during this Agreement period. RHK shall have the rights to vary the charge(s) by giving thirty days' notice in writing. If Customer rejects in writing to RHK within seven days of notification, such rejection will render RHK to suspend performing the obligations of this Agreement including but not limit to providing services, supplies and any other obligations under this Agreement. In the event of any dispute, RHK reserves the right to make the final decision.
- 1.3 Customer hereby undertakes to allow RHK's representative regular access to the said machine(s) in order to ascertain the reading of the meter(s) (including but not limit to copying, printing and development\*).
- 1.4 The reading of the meter(s) shall be conclusive as to number of copies/prints/developments\* made by Customer on the machine(s), and Customer undertakes to print and return to RHK a completed meter form or a total counter sheet on monthly basis. In the event that customer agrees to activate and adopt RHK's @Remote Automated Meter Reading System to report meter reading to RHK, RHK will release Customer from his/her obligations to return the meter reading to RHK regularly. (\*A full colour print represents 3 colour developments plus 1 black & white development).
- 1.5 Customer shall comply with laws of relevant jurisdiction including laws in respect of copyright & forgery, colour production of Money, Stamps, Bonds, Stocks, Bank Draft, Cheques, Passports and Driver's Licences are strictly prohibited.

### **In relation to service package - Option 2**

- 2.1 The warranty provided by RHK under this Agreement is conditional upon all necessary Consumable Items (including toner/ink/all-in-one/print head/scanner cartridges, maintenance/master kits, photo conductor unit, drums, head drum, stampers, waste toner bottle, fusing unit, intermediate transfer unit, lamps, rollers, drum assembly, feeder and imaging guide of scanner) and optional units and accessories (such as power cable, external power adapters, interface cables) are purchased by Customer from RHK.
- 2.2 In the event that Customer does not comply with clause 2.1, RHK will levy its standard time and materials charge for any service rendered or cease to provide parts and or maintenance service.
- 2.3 RHK is not obligated to repair and/or replace and/or cleaning the machine(s) if the machine(s)' damage resulting from the use of non-genuine RHK's consumables, supplies or refill substances.

**Any Chinese language translation of the Terms and Conditions is for explanatory purposes only. If anything contained in the Chinese language translation conflicts with that of the English language version, the English version shall prevail.**