

GENERAL TERMS AND CONDITIONS

- 1 RHK undertakes to maintain the System(s) in good and serviceable condition during the Maintenance Service Period specified on the first page of this Agreement and subject to these Terms and Conditions set out in this Agreement.
- 2 Maintenance Scope: The Maintenance service is limited to the defects with the Systems under normal wear and tear conditions during the applicable Maintenance Period. The Maintenance includes on-site inspection, repairing service and free replacement of parts as specified in below Specific Terms for each product. However, the Maintenance excludes any software installed or bundled in the System(s) and does not cover periodic checking, installation, cleaning, transportation, relocation or replacement of consumable items. If the parts to be repaired are chargeable, RHK will provide quotations to Customer for confirmation before repairing.
- 3 Free on-site service can be arranged during Normal Working Hours (9:00 a.m. to 5:30 p.m., Monday to Friday, except Saturday, Sunday and Public Holidays). If a typhoon or rain storm signal is hoisted, service may be suspended without prior notice. Services outside Normal Working Hours may be available by prior arrangement and subject to separate quotations.
- 4 On-site service will be provided for completely free technical attention whenever necessary, either at place of use (within the territory of Hong Kong) or on the premises of RHK except where System(s) has been damaged by accident, abuse, act of third persons, forces of nature or software installed in the System(s). Customer agrees to pay RHK a surcharge per on-site service call at Outlying Island location.
- 5 Customer shall inform RHK in case of any change of System(s)' Locations, and/or Customer's mailing and email addresses.
- 6 Customer shall allow RHK's representatives safe and unimpeded access to the machine and any ancillary equipment at all times necessary to carry out the Maintenance Service.
- 7 RHK has no obligation to resolve any problem caused by computer virus and hardware / software connection errors.
- 8 RHK will issue Service Report for services to be rendered to Device(s) covered by this Agreement. Customer is requested to sign for acceptance upon satisfactory completion of the service.
- 9 This Agreement is for a period of one year from the commencement date and may be terminated by either party giving written notice to the other, such notice to be in the hands of the other party one month before the expiration of this Agreement. If the Customer wishes to early terminate this Agreement before the term of this Agreement, the prepaid Maintenance Charge is NOT REFUNDABLE. UNLESS WRITTEN TERMINATION NOTICE IS RECEIVED BY RHK FROM THE CUSTOMER, THE MAINTENANCE AGREEMENT SHALL BE RENEWED AUTOMATICALLY CONTINUOUSLY EACH YEAR. When the Agreement is renewed, the period of notice and conditions for cancellation shall be each year the same as stated above.
- 10 If Customer wishes to terminate this Agreement, Customer shall still pay all the past due charges and the total amount owing for the agreement period in which notice is given.
- 11 RHK is entitled to adjust the Maintenance Charge by giving Customer thirty (30) days of notice in writing. Customer may reject such adjustment of Charges by giving written notice to RHK, and the Maintenance Agreement shall be terminated when the Agreement expires.
- 12 Unless stated otherwise, Customer shall make payment to RHK within 14 calendar days from the date of invoice. If Customer fails to pay RHK any payment when it becomes due, RHK will cease to provide supplies, parts and maintenance services without prejudice to any other existing rights of this Agreement. All payments made to RHK shall not be refundable.
- 13 This Agreement becomes invalid immediately if any supplies, parts or equipment which have not been directly supplied by RHK are used with the said System(s) and/or if the said System(s) covered by this Agreement has been operated outside the territory of Hong Kong during the covered period, in such case, no refund shall be made for the paid maintenance charges.
- 14 RHK shall have the right to change the terms herein from time to time in accordance with RHK's policy provided that prior written notice of not less than 14 days is given to Customer.
- 15 Customer agrees that, except any person(s) mentioned in this Agreement or any other person(s) RHK may inform Customer when RHK thinks fit, no other entity or person will have the right to enforce or enjoy the benefit of the terms of this Agreement under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong).
- 16 This Agreement constitutes the entire understanding between Customer and RHK with respect to the subject matter of this Agreement and supersedes all prior communications, commitments and agreements, oral or written, with respect thereto. Should any provision of this Agreement become invalid, illegal or unenforceable in any respect; such invalidity, illegality or unenforceability shall not affect the validity, legality and enforceability of any other provisions of this Agreement.
- 17 For all Ricoh manufactured products under this Agreement, RHK agrees to provide Maintenance services to Customer according to respective Specific Terms below wherever applicable. Unless agreed otherwise, for all non-Ricoh manufactured products, solutions or services which RHK distributes or resells to Customer, RHK provides no independent maintenance and has no liability in relation to these non-Ricoh manufactured products, solutions or services.
- 18 RHK has no liability for anything in relation to the System(s), including the software which bundled therewith, their use, or their installation, or other consequential loss to Customer arising out of any defects in or performance of the System(s) and software that comes with the System(s) installed or manufactured by other party or RHK, or RHK's failure to render service or provide supplies due to causes beyond RHK's control, except to the extent that it is imposed on RHK under statute or otherwise. Whatever happens, RHK's liability to the Customer under this Agreement is no more than at RHK's option either i) replacing the System(s) with the same or equivalent System(s), or ii) repairing the System(s) or pay for their repair at reasonable market price.
- 19 This Agreement shall be interpreted and governed by the Laws of Hong Kong and subject to the exclusive jurisdiction of the Courts of Hong Kong.

Specific Terms for Meter-charge Machine (Service Package 1)

- 1.1 RHK agrees to supply all related supplies (i.e. cartridges and toners) and parts to be used on the System(s) under normal wear and tear during this Agreement period.
- 1.2 In consideration of RHK providing such services, supplies and parts, Customer agrees to pay RHK meter charges based on meter rate(s) as stated overleaf. RHK shall have the right to vary the charges by giving not less than thirty (30) calendar days' written notice. If Customer rejects the variation of charges, RHK reserves the right to suspend provision of services, supplies and parts. In the event of any dispute, RHK reserves the right of final decision.
- 1.3 Customer undertakes to allow RHK's representative regular access to the said System(s) in order to provide services and ascertain the reading of the meter(s).
- 1.4 To provide remote detection, toner auto replenishment services and auto firmware upgrades, all System(s) (except those without such connection tools) shall be equipped with RHK's device management tools (including but not limited to @Remote and firmware upgrade devices). Customer is obligated to turn on the network connectivity for RHK to provide auto upgrade of firmware and auto transmission of page volume (including black/white and color pages) to RHK on the last Business Day of each Billing Period. RHK reserves the right to suspend any consumable supplies or repairing and maintenance services until the meter reading is finally ascertained.
- 1.5 In the event that, for whatever reasons, the page volume cannot be auto transmitted to RHK for billing purposes, RHK reserves the right to suspend provision of maintenance services or toner supply. In such case, Customer is obligated to provide RHK the page volume for billing by printing out the total Counter Sheet and sending to RHK by fax or other alternatives as accepted by RHK.
- 1.6 Customer acknowledges that all consumables provided by RHK are solely for the use of the designated System(s) of this Agreement. All surplus or unused consumables must be returned to RHK. Without prior written agreement by RHK, Customer shall not transfer such consumables for the use of any other System(s), agreement(s) or any third party other than RHK's authorized collector. RHK reserves the right to charge Customer for the listed selling price for any unapproved use or transfer of surplus or unused consumables.

Specific Terms for Kit-charge Machine (Service Package 2)

- 2.1 The Maintenance provided by RHK under this Agreement only applies when all necessary Consumable items, optional items and accessories are purchased from RHK. All necessary Consumable items includes 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, development unit, lamps, rollers, feeder rollers, drum assembly, feeder and imaging guide of scanner. Optional units and accessories include power cable, external power adapter and interface cable. For avoidance of doubt, RHK shall not provide Maintenance for the System(s) if the System(s) has been used with any non-genuine RHK's consumables, supplies or refill substances
- 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.

Specific Terms for Interactive Whiteboard (Service Package 3)

- 3.1 Within Maintenance period, free replacement of parts excludes power cables, signal cables, battery, consumable items that with life span, remote control, pen or stand.
- 3.2 RHK will repair Interactive Whiteboard if it has more than 5 defective pixels within Maintenance period. Any accessories, consumable items or damages due to human errors are not included.
- 3.3 During inspection or repair of Interactive Whiteboard, if the product is installed on wall or secured by security system, Customer is responsible for moving it to easily accessible area and its re-installation.

Specific Terms for Projector (Service Package 4)

- 4.1 Within Maintenance period, free replacement of parts excludes power cables, signal cables, battery, consumable items such as remote control, lost parts or the parts that over the lifetime.
- 4.2 During inspection or repair of Projector, if the product is installed over 3.0 meters or secured by security system (e.g. metal case or other security products), Customer is responsible for moving it to easily accessible area and its re-installation.

Specific Terms for General Office Products (Service Package 5)

- 5.1 Within Maintenance period, free replacement of parts excludes accessories, motor and consumable parts.

Specific Terms for Octopus Device and Ricoh Octopus Payment System (Service Package 6)

- 6.1 The Maintenance service provided by RHK includes inspection and delivery charge to Octopus' nominated Service Provider, spare parts replacement will be on separate quotation if needed.
- 6.2 The Maintenance service shall be subject to the applicable Service Agreement between Customer and RHK and the Octopus Payment Services Agreement between RHK and Octopus.
- 6.3 RHK has no liability for anything in relation to the Maintenance Services provided by Octopus' nominated Service Provider, includes any direct or indirect damages to Customer arising out of any defects in or performance of the Octopus Device or Octopus Payment System.

Specific Terms for Air Purifier (Service Package 7)

- 7.1 Within Maintenance period, free replacement of parts excludes accessories, motor, fan motor, filter, consumable parts, machine cover, remote controller and caster.