

GENERAL CONDITION APPLICABLE TO MAINTENANCE CONTRACTS

1. PURPOSE OF THE CONTRACT

These conditions apply to all services offered by HP, for customers of Romandie-Campus SA. The maintenance contract is required if you have a lease contract.

2. DURATION OF THE CONTRACT

2.1. This service contract is terminated for a period of 1-5 years depending on the maintenance contract. When the contract ends, the same is renewed automatically from year to year for a duration of one year, unless you want to cancel the contract, it must be by registered letter, of one of the two parties, and this has to be in the last three months before the end of the maintenance contract.

2.2. In the event of early termination (excluding the situation in 2.1), Axis SA will invoice, in a single payment and in full and final settlement, for the remaining months until the contract's expiry. If a number of prints are included in the maintenance cost, the lessor will invoice an average number of prints based on the last twelve months, with a minimum of the number of prints included. Furthermore, Axis SA shall be entitled to claim any damages for wear and tear, depreciation, and damage to the item.

2.3. At the end of the contract, the client must return the leased device to the lessor in a condition consistent with the normal use for which it was leased. The client is solely responsible for ensuring that the data collected using the leased device has been processed in accordance with the client's obligations and has been deleted from the leased device upon its return to the lessor. When taking back the leased device, Axis SA assumes no responsibility for the security of client data that may still be on the system's data storage media.

3. MAINTENANCE OF EQUIPMENT

3.1 The fee covers :

- Repair and preventive maintenance
- Repair or replacement of all components and maintenance that has become impossible for ordinary usury.
- Support from a helpline
- The provision of convenience goods necessary to the standard operation (with the exception of paper, staples and other print media).

3.2 Are not covered by the fees page:

All other work and all other interventions not specifically mentioned in section 3.1 is including:

- Maintenance work performed outside in normal hours of availability (office hours) Romandie-Campus SA work
- Special consummation products
- The exchange of reprographic units, clips, etc. and their delivery to specific models.
- Repair of damage to the object of the contract caused by misuse, mishandling or other actions which RomandieCampus SA is not responsible, such as damage caused by forces of nature, acts of third parties, the use of consumer products inappropriate, unsuitable site changes, etc..
- The initial training of the operators, the number of people, length of training and the place being fixed separately. Training can also make the delivery of material information.
- Tasks in accordance with instructions, has to be executed by trained operators by Romandie-Campus SA
- The general cleaning work has to be performed in accordance with the manual
- The computer crashes, software updates and relocations or reinstatements.

3.3. The client agrees to order from the lessor the items that will be subject to separate sales contracts and invoices, such as toners, waste toner bottles, inkjet cartridges, ribbons, transfer modules, as well as specific supplies (transparencies, labels, etc.). To ensure the proper functioning of the leased device and the high quality of copies, the client is obligated to use quality paper that meets the lessor's specifications. Axis SA cannot be held liable for any additional costs

incurred or damages suffered due to the client's failure to comply with the obligation contracted herein, or due to the specific quality of the products used by the client in violation of this clause.

4. AVAILABILITY OF MAINTENANCE SERVICES

Unless otherwise agreed, Romandie-Campus SA, will provide maintenance services in accordance with the following schedule: Normal availability: Monday to Friday, 8:00 am to 17:00 pm Special availability: availability extendable after special agreement.

5. VOLUME ADJUSTMENT OF COPIES

A copy volume adjustment is possible every twelve months from the date of departure of the maintenance contract.

6. REMUNERATION / PAYMENT CONDITIONS

- 6.1 The basic fee and / or minimum rights are paid in advance according to accounting periods specified in copies of additional maintenance contracts or printing costs will be charged later.
- 6.2 Pages that exceed the agreed minimum volume within the volume of services are charged at a fixed price per page previously agreed.
- 6.3 In the case that the volume included agreed is not reached, no credit would be accepted, a compensation of volumes between different maintenance contracts would not be possible.
- 6.4 The client intends to transmit once a year to RomandieCampus SA the statement page of the counter in a time of 30 days after demand. If the counter statement is not transmitted, Romandie-Campus SA establishes an invoice based on an estimate of the client consummation. The information gathered at the time of the technical interventions and toner orders underlies the estimation.
- 6.5 Billing is made by Romandie-Campus SA. All invoices will be paid net and without discount within ten days from their date of creation, an interest at 7% is due at that date. Romandie-Campus SA may require payment of bills directly by debit.

7. PRICES AND TAXES

Each year, Romandie-Campus SA may adjust the fixed prices according to increases in costs (suppliers, energy, transport, etc.). The adjustment will be applied automatically below a 15% increase.

- 7.1 All prices indicated in the price list of Romandie-Campus SA are not binding. They may be modified at any time following variations in exchange rates and modified cost prices, as well as due to a change in customs or tax legislation.
- 7.2 All prices quoted, transport and shipping costs as well as advance recycling tax (TAR) are always exclusive of applicable value added tax (VAT).
- 7.3 In the presence of a difference of more than 15% concerning at least one determining variable for the calculation of the click price (coverage rate, volume of impression, quantity of A3) occurring during the duration of the contract, Romandie-Campus SA may adjust the click prices.

8. WRITTEN FORM

Any modification due and any supplement to this contract require written form.

9. EXTENSION OF THE JURISDICTION CLAUSE

For any dispute arising from this contract, the parties will make choice the jurisdiction before the courts in the seat of RomandieCampus SA, namely before the courts of Sion (Valais).

....., then
Date and place

Romandie-Campus SA

The contract holder

