

# WATER from AIR (Pty) Ltd

Vat No: 4600271771 Reg No: 2015/032788/07

Please email your filled out form to admin@waterfromair.co.za | 031-569-2061



## MAINTENANCE AGREEMENT : FOR MODEL - AW3, WFA4, WFA6

Rep Name: _____ Region: _____	Customer VAT Registration No: _____ Customer Registration No: _____
<b>Physical Address – Machine Location</b>	<b>Postal Address – Accounts</b>
Company Name:	Company Name:
Physical Address:	Postal Address:
City: _____ Postal Code: _____	City: _____ Postal Code: _____
Contact person name:	Contact person name: (Accounts):
E-mail Address:	E-mail address:
Telephone: _____ Fax: _____	Telephone: _____ Fax: _____

### MACHINE DETAILS

<b>MODEL</b>	
<b>BILLING PERIOD</b>	
<b>SERIAL NUMBER/S</b>	

**SERVICE INCLUDES:**

4 services a year

Service One: Month 3

- full sterilization (inside & outside) of your machine
- Air Filter Clean
- Replace UV if needed

Service Two: Month 6

- full sterilization (inside & outside) of your machine
- Air Filter Clean
- 1 x pre-carbon filter change
- Replace UV if needed

Service Three: Month 9

- full sterilization (inside & outside) of your machine
- Air Filter Clean
- 1 x post-carbon filter change
- Replace UV if needed

Service Four: Month 12

- full sterilization (inside & outside) of your machine
- Air Filter change
- 1 x pre-carbon filter change
- 1 x R/O membrane filter change
- Replacement of all three UV lights if not replaced already

**MONTHLY SERVICE AMOUNT : R 299.00 + VAT per month per Machine or R3588 + VAT per annum per Machine**

- Please note that the client will be held liable for any expenses due to running the machine during a renovation or paint job that can effect the water quality of the machine. A call out fee of R650 will be charged and all parts needed will be billed for the clients account.
- If you wish to move the machine, please contact us so we can either advise you of the correct procedure to follow or we can log a call out fee to be charged at R650 to move the machine for you to avoid any damage

# **WATER from AIR (Pty) Ltd (hereafter called WFA (Pty) Ltd and Purchaser (hereafter called Customer)**

## **1. WFA RESPONSIBILITIES**

A. WFA (Pty) Ltd will replace without charge parts that have broken or worn through normal use and are necessary for machine operation. WFA (Pty) Ltd agrees to use authorised parts and supplies, at intervals and quantities as determined by WFA (Pty) Ltd.

## **2. CUSTOMER RESPONSIBILITIES**

A. Customer agrees to promptly notify WFA (Pty) Ltd of any problems or malfunctions with the machine and cease usage of the system until correction of such problems is made.

B. Customer agrees to pay invoices within 30 (thirty) days from statement date, failing which WFA (Pty) Ltd, at its option, may cancel this agreement. Further, customer agrees to pay all costs of collection including reasonable attorney's fees, whether suit be brought or not, incurred by WFA (Pty) Ltd in collecting any past due balance or recovering any equipment.

C. No early payment discounts are allowed.

D. Billings are billed and payable in advance.

## **3. LIMITATIONS**

A. The charges under this contract shall specifically exclude coverage for the following:

1. Repairs resulting from causes other than normal use, such as abuse, or misuse by the operator. It shall also exclude accidents, theft, vandalism, electrical power failure, unsuitable electrical power, damage due to load shedding or power outages, lightning damage, surges and lightning damage via the network, fire, water, damage due to transportation, failure to provide suitable office environment or failure to provide space requirements recommended by manufacturer.
2. Repairs made necessary due to service performed by parties other than WFA (Pty) Ltd or its authorised representatives.
3. Service call or work which the customer requests to be performed outside WFA (Pty) Ltd regular business hours (Monday through Friday, 07:00 to 16:00). Calls outside the normal business hours, and on public holidays, will be charged at WFA (Pty) Ltd then current rate.
4. All optional equipment unless otherwise specified on the front of this agreement.
5. A letter under the hand of any manager of WFA (Pty) Ltd as to the cause or reason of any machines state of disrepair shall be final and binding and customer irrevocably accepts such reason/cause.

B. WFA (Pty) Ltd will not be liable for any failure or delay in performance due in whole or in part to any cause beyond WFA (Pty) Ltd control, including but not limited to work stoppages, fires, civil disobedience, riots, rebellions, acts of God and similar occurrences.

C. There are no express or implied warranties, including the implied warranties of merchantability and fitness for a purpose, not specified herein respecting this Agreement for the equipment and service provided.

D. This Agreement represents the entire agreement between the parties and supersedes all prior oral and/or written proposals and communications.

E. This Agreement extends only to the original Customer and is non-transferable. This Agreement cannot be honoured if the equipment is moved out of WFA (Pty) Ltd normal service area. If the equipment is moved beyond WFA (Pty) Ltd service zones, customer agrees this Agreement shall be deemed terminated by the Customer. Equipment cannot be moved without WFA (Pty) Ltd prior consent.

F. The transfer of equipment to a different zone within the service area subjects the Agreement to the applicable rate for the new zone.

G. WFA (Pty) Ltd exclusive remedy and WFA (Pty) Ltd entire liability in terms of this agreement, will be to make all necessary adjustments and repairs WFA (Pty) Ltd option replace or substitute equipment) to keep the equipment in good operating condition in accordance with the manufacturers policies then in effect.

H. In no event will WFA (Pty) Ltd be liable for any indirect, special or consequential damages arising out of this Agreement or the use of any equipment and services provided under this Agreement.

I. Services and/or goods will not be supplied if the customer's account is not up to date.

## **4. CONTRACT PAYMENT**

A. Signature of a debit order is mandatory, unless full payment is made for the contract period.

B. WFA (Pty) Ltd may elect to invoice the customer every 3<sup>rd</sup> month.

## **5. TERMS AND CONDITIONS**

A. WFA (Pty) Ltd retains the right to increase rates without notice to Customer. All charges are subject to escalation, which escalation shall be in the sole discretion of WFA (Pty) Ltd having regard to such factors as inflation, the foreign exchange rate and increased costs of fuel, parts & labour.

B. WFA (Pty) Ltd review of charges as contemplated in paragraph A above is designed to cater for the effects of inflation and other increases in labour and travelling costs, and assumes that Rand/foreign currency exchange rate fluctuations will be of a minor nature. If, however, unfavorable exchange rates are experienced, WFA (Pty) Ltd reserves that right, at any time, to review that charges applied under this agreement, to cater for such unfavorable exchange rates. Such review will be construed as a variation as noted in clause A above.

C. Reconditioning: When a shop reconditioning is necessary or the manufacturer's life expectancy of the equipment has been exceeded, and normal repairs and parts

replacement cannot keep a unit in satisfactory condition, WFA (Pty) Ltd will submit a cost estimate of needed repairs which will be in addition to maintenance charges. If the Customer does not authorise such work, WFA (Pty) Ltd may terminate this agreement forthwith.

D. WFA (Pty) Ltd reserves the right to inspect all equipment to be covered under this Agreement to determine that it is in good mechanical condition on the effective date of the Agreement. Should the equipment require repair or overhaul for acceptance, such repairs, if requested, will be made at WFA (Pty) Ltd then current hourly rate plus parts.

E. WFA (Pty) Ltd reserves the right to discontinue this Agreement on any machine for the following reasons:

a) the machine is not being used in accordance with intended purposes; lack of proper operator maintenance, or abuse of equipment by the operators

b) equipment in shop for repairs or overhaul but approval to proceed has been denied

c) parts are no longer available to WFA (Pty) Ltd from the manufacturer of the equipment

d) machine has been moved beyond WFA(Pty) Ltd service zones without WFA (Pty) Ltd consent

F. In addition to all other charges the Customer shall be responsible for any applicable tax, now or hereafter assessed, levied or imposed by any State or Local authority, for any performance equipment or supplies, provided under this Agreement.

G. No one is authorised to change, alter or amend the terms and conditions of this Agreement unless agreed to in writing and approved by an authorised WFA (Pty) Ltd service manager

H. WFA (Pty) Ltd reserves the right to refuse orders for Maintenance Agreements when service is not available or in remote areas.

I. This agreement does not include: purchase, delivery or installation charges of the equipment, optional accessories (specifically including the installation), in shop reconditioning, or major modifications to the equipment.

J. WFA (Pty) Ltd reserves the right to amend the service charge for filter inclusive service agreements without notice if filter prices increase for whatever reason.

K. Divisibility:- In the event that any of the provisions of this agreement are found to be invalid, unlawful, or unenforceable, such terms shall be severable from the remaining terms, which shall continue to be valid and enforceable.

L. This Agreement shall be governed by and construed in accordance with the Laws of the Republic of South Africa.

M. The Customer hereby consents to WFA (Pty) Ltd instituting any proceedings against it arising out of this Agreement in any Magistrate's Court, otherwise having jurisdiction in respect of the Customer, notwithstanding that the subject matter of such proceedings would exceed the jurisdiction of such Court.

N. The parties accept as their respective domicilium citandi et executandi for the purposes of this Agreement the addresses as recorded in the Schedule. Either party may change its' aforesaid address to any other address in the Republic of South Africa by giving to the other party no less than 14 (fourteen) days written notice of such change.

O. Any notice addressed to the Customer at the domicilium citandi et executandi required to be stated as per clause O above, and sent by post shall be deemed to be received by him 7 (seven) days after its posting.

P. All notices and all payments affected or made in terms of or in pursuance of this Agreement, shall be affected or made, as the case may be, to the domicilium citandi et executandi specified or provided for in terms of clause O above.

Q. All rates exclude V.A.T.

R. WFA (Pty) Ltd made cede any or all of its rights in terms hereof to any third party without prior notice to the Customer.

## **6. DURATION OF AGREEMENT**

A. This agreement shall commence on installation of the equipment and shall continue for an initial period of \_\_\_\_\_ ( ) years

B. The agreement shall continue for a further period of 3 (Three) months thereafter unless and until terminated by the customer giving WFA (Pty) Ltd written notice of termination. Such written notice shall not be less than 30 days prior to initial expiry date.

C. During the initial period, or the further period of 3 months, in the event of the customer terminating the agreement, the customer shall be obliged, at the election of WFA (Pty) Ltd, to pay the monthly service charge then being charged, or the further period of 3 months, whichever period is applicable. The customer acknowledges that the payments shall constitute agreed damages which will be payable to WFA (Pty) Ltd in the event of termination by the customer prior to the completion of the applicable period.

D. WFA (Pty) Ltd is entitled to terminate the agreement at any time, prior to the expiry of the initial period, upon written notice. All amounts in arrears or owing WFA (Pty) Ltd will become immediately due & payable at date of cancellation.

E. Certificate of balance:- A certificate signed by any WFA(Pty) Ltd manager or its attorney, whose appointment need not be proven setting forth the amount of indebtedness at any time ("The Debt"), that the debt is then due and payable, and the interest payable on the debt and the date from which such interest is reckoned, shall constitute sufficient proof of the facts therein stated and shall be binding on me for all purposes, including, without derogating from the generality of the foregoing, the granting of provisional sentence, summary judgement or any other remedy, provided that if the a foregoing provisions are unenforceable for any reason, such certificate shall constitute prima facie proof of the debts. The authority of the signatory to the certificate of balance need not be proven by WFA (Pty) Ltd.

\*E&O Excluded

## DEBIT ORDER AUTHORISATION

I/We the undersigned do hereby bind myself/ourselves as co-principal debtor/s in accordance with the Terms and Conditions set out overleaf.  
 I/we hereby request WATER from Air (Pty) Ltd or it's cessionary to draw against our bank account, the service amounts due to WATER from AIR (Pty) Ltd or its cessionary in terms of this agreement.

Bank: \_\_\_\_\_ Branch: \_\_\_\_\_ Account Name: \_\_\_\_\_

Account No: \_\_\_\_\_ Branch Code: \_\_\_\_\_ Authorised Signatory : \_\_\_\_\_

1. Full Names _____	1. Signature _____
Of (address) _____	ID No. _____
2. Full Names _____	2. Signature _____
Of (address) _____	ID No. _____

Witness Signature

**I acknowledge that I have read and agree to the terms and conditions that form part of this Agreement, and that I am authorised to bind the company to these terms and conditions as detailed above & overleaf.**

**This agreement is not valid unless signed by an authorised WATER from AIR (Pty) Ltd Mannager, WATER from AIR (Pty) Ltd agrees to maintain the above equipment based on the terms and conditions that form part of this agreement.**

Date:.....  
 Print Name: .....  
 Signature:.....

Date:.....  
 Print Name:.....  
 Signature:.....

**All equipment cash deals require a completed credit application to be attached**      **Rental**       **Cash**

COMMENCEMENT DATE: \_\_\_\_\_