



EMBASSY OF ITALY
CANBERRA

CONTRACT

The **Embassy of Italy in Canberra** (hereinafter referred to as "the Embassy"), having considered the need for maintenance service for two Xerox Fuji copier machines, hereby accepts the quotation dated 30/12/2016 submitted by Fuji Xerox Australia Pty Ltd, (hereinafter referred to as "FUJI XEROX") for the regular leasing and maintenance services to the following photocopiers from 1st of January to 31st December 2017, at the agreed price of AUD\$.625.00 per quarter excluding GST (AUD\$.62.50) totaling an annual amount of AUD\$.2,750.00 (AUD\$.2,500.00 + AUD\$.250.00):

- A) 1 DocuCentre – I V 2060
Includes copy, fax, print, scan and 2 paper trays and stand;
- B) 1 DOCUCentre – I V C2263
- C) Includes copy, fax, print, scan and 4 paper trays and stand.

This contact is subject to the following terms and conditions:

- 1) The full service and maintenance agreement includes all parts, labor, servicing, toner and drums.
- 2) The delivery, installation and training for both photocopiers is included in the agreed charges.
- 3) The price of this contract covers (2) services per year; the service looks at all the lifts electrical and mechanical components but does not cover any replacement parts required.
- 4) The cost per impression (ex GST) will be calculated on the basis of the total number of copiers made as disclosed by the meter readings from time to time at a cost per copy, respectively of:
 - Machine A): 1.2 cent plus GST, mono color;
 - Machine B0: 0.008 (0.8 of cent), plus GST, mono color;
 - 8 (eight) cent, plus GST, color;
- 5) Fuji Xerox undertakes that the average time delay on service calls will not usually exceed 3 hours.
- 6) In the case that any machines have to be revamped, the Fuji Xerox guarantees a replacement machine of compatible status, should the need arise;

- 7) Whilst carrying out the works described in this contract, Fuji Xerox shall be responsible for any accident or damage sustained to persons or property, either belonging to the Embassy or to third parties, caused by fault or negligence in carrying out the requested works. Furthermore, the Embassy shall not be held responsible for any damages to the personnel employed by Fuji Xerox to carry out the works.
- 8) During the execution of the work Fuji Xerox shall comply with current rules and regulations and adhere to the terms agreed upon. In the case of non-compliance to the agreements and current rules, this Embassy will be empowered to arrange for the carrying out of the work at the risk of Fuji Xerox and to recede from the contract by means of written notice.
- 9) Should it be found at any time that Fuji Xerox was not complying with the requirements of this contract, then at its own discretion may recede from this contract.
- 10) Payment of AUD\$.625.00 plus GST will be effected quarterly in arrears upon issue and acceptance by the Italian Embassy of a satisfactory invoice and upon satisfactory performance of the services required by this contract.
- 11) Should any dispute arise between the said parties which cannot first reasonably be settled as between themselves, it shall then be referred for judgment to an independent Arbitrator, appointed by mutual consent and the parties further agree to adhere to the Arbitrator's decision as being final.

A copy of this contract must be returned to this Embassy dated and signed for acceptance and in acknowledgement of the terms and conditions stated.

Canberra, 1st January, 2017

For the Embassy of Italy
Pier Francesco Zazo
Ambassador

Fuji Xerox Australia Pty. Ltd.
Michael Carey
Metro Business Director





