

RENEWAL MAINTENANCE AGREEMENT

This agreement is made on February 1, 2022 between **MFI Document Solutions Ltd.**, of Post Office Box Number 49160, Nairobi, in the Republic of Kenya (Hereinafter called the "Supplier" which expression shall where the context so admit include it's successors and permitted assigns) of the one part **Aics Nairobi - Section Of Embassy Of Italy of POBox 63389-00619, NAIROBI** (hereinafter called "The Customer" which expression shall where the context so admits include its successors and permitted assigns) of the other part.

Whereas the said suppliers have agreed to service and maintain **AS PER APPENDUM COPIER** of serial No **AS PER APPENDUM** (the "Equipment") for service fees payable in advance.

	EXCL VAT	INCL VAT
ONE YEAR	33,000.00	38,280.00
TWO YEAR	59,400.00	68,904.00
THREE YEAR	82,500.00	95,700.00

Now therefore it is mutually agreed by and between the parties hereto as follows.

1) That this agreement shall commence on **February 1, 2022** and expire on January 31, 2023

2) That the supplier shall provide replacement parts necessary to ensure the uninterrupted operation of the equipment which shall include the following parts like Power transformers, Mechanical gears, Feed rollers, Transfer blocks, Main circuit board, High voltage boards, Central processing unit, all other circuits PCBs and clutches. **Except consumables like Toners , Maintenance kits , Heat roller and Pressure roller.** It's further agreed that the supplier shall be responsible for costs of labor and transport to/from the customer's premises.

That the supplier will only undertake responsibility to service the said machine 4-6 times a year and on an understanding that genuine/original spare parts / consumables & toner as recommended by MFI Document Solutions are purchased from the supplier at the prevailing market rates.

3) The supplier shall attend to all faults reported by the customer as follows:

(a) If reported during normal working hours - within 3 hours of reporting.

(b) If reported outside normal working hours Monday to Friday - Within 5 hours of reporting.

(c) If reported during the weekends and public holidays - within 6 hours of reporting.

- 4) That the supplier shall provide a standby replacement unit of the equipment free of charge if unable to restore the equipment to its normal status or a fault being reported by the customer within three days. Such replacement unit or equipment and shall be at least of the same quality and efficiency as the equipment and shall be delivered by the supplier to the customer's premises at the suppliers cost.
- 5) The customer is entitled to cancel either in whole or in part the provision of this agreement or cancel the agreement entirely upon giving a one's month's written notice to the supplier.
- 6) The following supplier's obligations are conditions of this agreement and any breach of them shall be deemed a fundamental breach, which shall entitle the customer at its discretion to terminate this agreement immediately:
 - (a) Failure on the part of the supplier to observe its obligations under this agreement.
 - (b) The doing or permitting of any act by which the customer rights under this agreement may be prejudiced or put in jeopardy.
 - (c) The insolvency, levying of any distress, appointment of receiver, entry into arrangement with its creditors or execution against the supplier or liquidation of the supplier.
 - (d) Failure to repair a fault within the response time set out in clause 3 above.
- 7) That the supplier hereby undertakes the responsibility to service the equipment throughout the term, when and if notified by the customer of any fault . In addition, the supplier shall carry out a preventive maintenance exercises on the equipment regularly during the term of this agreement.
- 8) That the supplier shall **use its best endeavours to ensure the timely replacement of any spare parts of the equipment.** The supplier will be liable for loss occasioned by the negligence or damage to the equipment or any part of the customer's premises by the supplier or the supplier's employees or agents.
- 9) Both parties shall be released from their respective obligations in the event of national emergency, war, prohibitive government regulations or of any other cause beyond the reasonable control of the parties or either of those that renders the performance of this agreement impossible whereupon a pro-rata amount of monies under this agreement shall be refunded to the customer immediately.
- 10) If any provision of this agreement is declared by any judicial or any competent authority to be void, voidable illegal or otherwise unenforceable, the parties shall amend that provision in such a reasonable manner as to achieve the intention of the parties.
- 11) This agreement supersedes any prior agreement between the parties whether written or oral.

12) Both parties shall comply with all laws, rules and regulation bearing upon the performance of this obligations under the terms of this agreement.

13) This agreement shall be governed by and constructed in accordance with Kenyan Laws.


14.1) In the event of any dispute or difference arising between the parties in relation to arising out this agreement, including the interpretation, rectification, termination or cancellation of this agreement, the parties shall forthwith, upon receipt of a notice in writing from the party claiming such dispute or difference, attempt to resolve the dispute or difference through good faith negotiations. In event the parties fail to reach a settlement within a period of fourteen (14) business days any party may refer the dispute or difference to arbitration pursuant to the provisions of clause 14.2.

14.2) If the dispute or difference relates to any other matter under this agreement, the matter shall be referred to a single arbitrator for determination. The arbitration shall be undertaken by a single arbitrator to be agreed upon between the parties or, failing such agreement within 7 (seven) business days of the dispute being referred to arbitration, an arbitrator shall be appointed by the chairman for the time being of the chartered institute of arbitartors, Kenya branch upon the written request of either party. The rules of the Chartered Institute of Arbitrators, Kenya shall apply to such arbitration. The arbitration shall take place in Nairobi and shall be conducted in the English language. The decision of the arbitrator shall be final and binding on the parties.

14.3) Nothing in this section 14 shall preclude either party from seeking any interim relief from any competent court having jurisdiction pending the institution of any arbitration proceedings in terms of this section 14.

In witness whereof the parties hereto have executed this agreement the day and year first herein before written.

Ratheesh Kasu
Deputy General Manager
MFI Document Solutions Limited

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In the presence of

Signed/Stamped by the "Customer"
Aics Nairobi - Section Of Embassy Of Italy

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In the presence of

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