

# MAINTENANCE SERVICES FOR KONICA MINOLTA MACHINES

## Terms & Conditions

### 1. DEFINITIONS

“Consumables”	means toner cartridge(s), drum cartridge(s), image cartridge(s) and other items to be determined by KM.
“Clicks”	means any page (including black & white pages and color pages) of printed materials produced by the Machine(s), including printing pages produced under commands of users and automatic printouts produced by hardware (e.g. system report, auto fax answer, auto print), unless as specified otherwise by KM in other special click counting matrix.
“Customer”	means the customer who purchased the Machine(s) and Maintenance Services. Customer includes its successors and assignees to whom KM has consented under Clause 10.3.
“Hong Kong”	means the Hong Kong Special Administrative Region of the People’s Republic of China.
“KM”	means Konica Minolta Business Solutions (HK) Ltd.
“Machine(s)”	means the multi functions devices manufactured by KM.
“Maintenance Fee”	means the monthly fees for Maintenance Services payable by Customer in a Renewed Maintenance Period.
“Maintenance Period” or “Renewed Maintenance Period”	means a fixed period of 12 months after the Original Expiration Date or any preceding Maintenance Period or Renewed Maintenance Period.
“Maintenance Services”	means the maintenance services provided by KM as defined in clause 3 and clause 4.
“Original Expiration Date”	means the date of warranty expiration for customer’s Machine(s) under Sale and Purchase Agreement.
“Parts”	means any of spare parts for the Machine(s), except the Special Parts, connecting cables between personal computer and peripheral equipment
“Public Holidays”	means any day which are holidays for banks, public office, and Government departments in Hong Kong.
“Regular Business Hours”	means Mondays to Fridays from 9:00a.m. to 6:00p.m.; Saturdays from 9:00a.m. to 1:00p.m., in all cases excluding Sundays and Public Holidays.
“Service Address”	means the registered location of the Machine(s) under KM’s record.
“Special Parts”	means outer body panels, mirrors, glass, tube lamp (projection lamp), lens unit, sensors, or optical components.
“T&C”	means this Maintenance Services for Konica Minolta Machine(s) Terms & Conditions.

### 2. AUTORENEWAL OF SERVICES

- 2.1 Maintenance Services will be automatically renewed to a Renewed Maintenance Period unless:-
  - (a) Customer notifies KM in writing for termination at least 30 days before the Original Expiration Date or any Renewed Maintenance Period; or
  - (b) KM notifies the customer in writing for termination as per the provisions set out in Clause 9.
- 2.2 KM will notify the Customer of the Maintenance Fee for a coming Renewed Maintenance Period 3 months prior to end of a current Renewed Maintenance Period. Customer shall be deemed to agree to renew KM’s Maintenance Services to the Machine(s) for a Renewed Maintenance Period under the Maintenance Fee if KM does not receive any notice from customer of the contrary as per Clause 2.1(a) above.

### 3. KM’S RESPONSIBILITIES

- 3.1 Subject to Clause 3.2 below, KM is under a duty to provide Maintenance Services for the Machine(s) within the Renewed Maintenance Period during its Regular Business Hours:-
  - (a) replace Parts necessary for the efficient working of that Machine(s). Replacement of Special Parts will be subject to extra costs, extra costs for such Special Parts will be quoted to Customer before replacement. All replaced Parts removed from the Machine(s) will become the property of KM; and/or
  - (b) service the Machine(s) (i.e. inspect, adjust and repair); and/or
  - (c) provide Consumables necessary for the operation of the Machine(s) except ordinary bond copy paper and other output copy materials (all Consumables shall remain the property of KM and shall be returned to KM forthwith upon termination of Maintenance Services).

PROVIDED THAT the Customer shall duly comply with the terms of this T&C in all respects and pay the Maintenance Fees. Customer can contact KM at 2565 8181 or by email at [bhkg\\_servicectr@bhk.konicaminolta.hk](mailto:bhkg_servicectr@bhk.konicaminolta.hk).
- 3.2 In the event that KM accommodates the customer’s request for providing Maintenance Services outside Regular Business Hours under special circumstances, KM shall be entitled to charge the customer overtime lab our rates for the Services so provided. For safety reasons, the Services may be suspended without prior notice when adverse weather conditions like Typhoon Signal No. 8 or above or Black Rainstorm Warning Signal or landslip warnings or flood warnings is hoisted.
- 3.3 If any Machine(s) is placed at or moved to outlying island or remote area, KM may choose to suspend the Maintenance Services or to provide the Maintenance Services, but in such a case, the customer shall or reimburse Konica Minolta extra expenses, including but not limited to transportation arrangement and expenses.
- 3.4 Notwithstanding anything to the contrary in these terms and conditions, KM may reject providing Services to the Customer if KM reasonably believes that the Customer has abused its contractual power to:-
  - (a) make intentional, mischievous, unreasonable or abusive requests for the services;
  - (b) make false report regarding to the Machine(s) with malicious intent; or
  - (c) make harass with no real purpose other than to cause disruption.

#### 4. EXCLUSIONS OF MAINTENANCE SERVICES:

Maintenance Services do not include:

- (a) general cleaning, or any kind of cosmetic improvement services to the Machine(s);
- (b) repair of damage arising from the act, error, fault, neglect, misuse, improper operation or omission of the customer or its employees, or invitees;
- (c) repair of damage arising from changes, alterations, additions or modifications of the Machine(s) by a person other than KM;
- (d) repair of damage caused by the operation of the Machine(s) other than in accordance with the specifications or otherwise than in accordance with the direction, instruction or recommendations of KM or its personnel;
- (e) repair of damage arising from the re-installation, moving or removing of the Machine(s) by any person other than KM;
- (f) repair of damage caused by incorrect or improper power supply or any circumstances beyond KM's reasonable control;
- (g) repair or replace accessories, attachments, supplies, spare parts, consumables items associated with the Machine(s) not supplied by KM;
- (h) repair of damage caused by the use of expired Consumables;
- (i) if the Machine(s) is located outside Hong Kong.

#### 5. CUSTOMER'S RESPONSIBILITIES

- 5.1 For the avoidance of doubt, it is expressly acknowledged and agreed that once a Renewed Maintenance Period has come into force pursuant to Clause 2 of this T&C, the customer shall be liable to make all payments for which it is liable hereunder in accordance with this T&C.
- 5.2 The customer shall pay the Maintenance Fee, which is non-refundable, invoiced under the Renewed Maintenance Period within 14 days upon the date of issue of the invoice.
- 5.3 Any statement or invoice signed by an authorized officer of KM as to the amount due pursuant to a Renewed Maintenance Period under this T&C shall, save for manifest error, be final hereunder shall be made by the customer in full without any set-off, deduction, counter-claim or withholding (except as required by law).
- 5.4 The Customer shall report to KM the Clicks recorded on the meter of each Machine each month. Should the Customer fails to provide a correctly completed record on schedule as prescribed in this clause, KM may at its option calculate an estimated usage based on the history of past usage of the Customer or other reasonable basis as determined by KM and use the same for calculating the relevant monthly meter charge without notice to the Customer provided that KM may at its option adjust the meter charge based on the actual meter reading for the relevant period as and when the same is available. The Customer hereby agrees that such estimation, calculation and adjustment shall be final, conclusive and binding on the Customer.
- 5.5 The Customer shall purchase Consumable or parts for the Machine(s) exclusively from KM and shall not use any Consumables or Parts not supplied or authorized by KM.
- 5.6 The Customer shall ensure that KM's personnel or representatives have full and safe access to the Machine(s) and are provided with a safe, secure and accessible working environment at all times for the purpose of providing the Maintenance Services.
- 5.7 The Customer shall keep the Machine(s) at all times in good and serviceable repair and condition at the Customer's own expenses and follow KM's recommendation and instructions (if any) as to daily operational servicing and maintenance and shall promptly inform KM to replace all broken, missing, damaged or defective spare parts during the Renewed Maintenance Period.
- 5.8 The Customer shall not carry out or attempt to carry out any modifications to repair of, experiments on, or maintenance of the Machine(s) other than day to day maintenance and the Customer shall not permit any other person except KM's personnel or representatives to carry out such work.
- 5.9 The Customer shall pay for any extra fee charged by KM for any replacement of Special Parts, additional repair caused by or resulting from unauthorized attachments or alterations to any Machine(s). KM reserves the right not to repair the Machine(s) if the attachments or alterations, in the opinion of KM, have rendered the Machine(s) dangerous or unserviceable. In any such case, KM may suspend the provision of Maintenance Services under the Renewed Maintenance Period and the Customer shall upon request by KM restore the Machine(s) to its original state within 15 days, failing which KM may terminate the Maintenance Services at any time without further notice.
- 5.10 The Customer will reimburse KM all reasonable out-of-pocket expenses paid or incurred by KM or any other reimbursable items in connection with the Maintenance Services. KM will issue a separate invoice for such expenses together with the appropriate supporting documents to the Customer. Such expenses will be deemed accepted or approved by the Customer if KM has not received written rejection, including the reason for non-acceptance or rejection, within 7 days from the date of KM's invoice.

#### 6. FEE AND CHARGES

- 6.1 The Meter Charge is the meter rate quoted to the Customer by KM, multiplied by the number of Clicks recorded on the meter of the Machine for a month.
- 6.2 KM reserves the right to vary the fees and charges payable by the Customer under the Maintenance Services on the basis of such fees and charges at any time upon 30-days' written notice to the Customer.
- 6.3 For outlying islands or remote areas, extra fees will be charged by KM and in case workshop service is needed, the Customer shall be responsible for transportation and expenses for transporting the Machine(s) to and from KM's service centre.
- 6.4 The Customer shall pay the extra fee currently charged by KM for any machine disassembling that is requested by the Customer.
- 6.5 Without limiting any other remedies or rights that KM have hereunder, if the Customer does not pay KM on time, KM shall have the rights to cancel or suspend any other outstanding Maintenance Services until the Customer has paid the outstanding amounts or KM shall have the rights to terminate this Agreement.
- 6.6 If the Customer does not renew the Maintenance Services with KM, an individual service fee will be charged for each service call for Maintenance Services requested by Customer.

#### 7. SERVICE ADDRESS

- 7.1 The Customer shall notify KM with 15-days' prior written notice of any change in the Service Address of any Machine(s). Otherwise, KM may terminate the Maintenance Services without further notice or charge extra fees for provision of Maintenance Services to Machine(s) of unregistered locations.
- 7.2 If the Service Address for a Machine(s) is in a place outside Hong Kong, KM shall be under no duty to provide or continue the provision of the Service for that Machine(s) to the Customer, but the Customer shall not thereby be released from its other obligations under the Renewed Maintenance Period.

## 8. Liabilities

8.1 The following provisions shall apply to the extent permitted by the applicable law:

- (a) KM shall not be liable to the Customer for any loss or damage resulting directly or howsoever indirectly from the provision of Maintenance Services by KM hereunder being prevented, hindered or delayed by reason of circumstances or causes beyond its reasonable control or which are not occasioned by its fault or negligence, including but not limited to war, riots, acts of God, trade dispute or labour disturbance, accidents, breakdown of plant or machinery, fires, storms, floods, electricity default and other natural calamities or results from the Customer's failure to perform its duties hereunder or any other circumstances whatsoever affecting the provision of Maintenance Services.
- (b) KM gives no warranty or representations as to the merchantable quality or fitness for purpose of any parts or consumable items supplied by KM hereunder and shall not be liable for any loss or damage suffered by the Customer save and except the same is caused by KM's negligence, willful act or default.
- (c) KM shall not be liable to the Customer for any loss or alteration of data or information saved in the Customer's network or any injury or damages or loss caused to the Customer or its employees or properties arising directly or indirectly from the use of any Machine(s) save and except the same is caused by the wilful act or default of the employee of KM.
- (d) KM shall not be liable to the Customer, its employee, agent, or contractor, or any third party, for any loss (including but without limitation to loss of business, profit or revenue or any other consequential loss) or damage resulting directly or indirectly from the Maintenance Services, machine troubles, defects or malfunctioning of any Machine(s) or failure to provide maintenance or supply of parts.
- (e) KM shall have no responsibility or liability for the Machine(s) or services supplied by persons other than KM for modifications to any Machine(s) that are made by persons other than KM's employee. The Customer shall keep KM and its employees fully indemnified against any loss of or damage to any property or injury to or death of any person caused by any negligent act or omission or breach of this Agreement by the Customer, its employees, agents or servants or infringement of any third party's intellectual property rights by the Customer and shall pay to KM all costs, charges and losses sustained or incurred by KM as a result of KM being prevented or delayed from performing its obligations hereunder by reason of any act or omission of the Customer, its employees, agents or servants.

8.2 In any event, KM's liability to Customer under the Maintenance Services shall not exceed the total amount paid by Customer to KM pursuant a Renewed Maintenance Period for the Maintenance Services.

## 9. Termination of Maintenance Services

9.1 KM may, during any Renewed Maintenance Period, terminate the Maintenance Services :-

- (a) with immediate effect by written notice to the Customer in default of payment of any invoice exceeding 14 days; or
- (b) upon written notice to the Customer if the Customer materially breaches any term of this T&C or otherwise fails to satisfy any promise or covenant made herein, and further provided that the Customer shall fail to cure said breach or failure within 15 days' period; or
- (c) if a bankruptcy petition relating to the Customer is presented, or the Customer enters into compulsory or voluntary liquidation, or have a receiving order made against it, or makes any arrangement with its creditors or makes any assignment for the benefit of such creditors; or
- (d) with prior written notice to Customer, if parts and/or consumables are no longer available for the Machine(s), or the manufacturer of has announced the end of product life cycle for the Machine(s); or
- (e) with or without cause, upon 30 days' written notice of intent to terminate to Customer.

9.2 Termination of Maintenance Services during a Renewed Maintenance Period for any reason shall not affect the right of KM to:-

- (a) recover from the Customer any monies due to KM on or before such termination or in consequence thereof including any sums which, if incurred prior to the relevant date, would be payable;
- (b) recover from the Customer any costs and expenses incurred by KM in collecting any payments due hereunder or otherwise in obtaining the due performance of the obligations of the Customer hereunder;
- (c) claim from Customer any damages for breach of this T&C; and
- (d) suspend any further Maintenance Services or other obligations to the Customer (without being liable to Customer for any losses so caused).

9.3 Termination of Maintenance Services with respect to a particular Machine(s) pursuant to Clause 9.1 above shall not affect the subsistence of Maintenance Services with respect to the other Machine(s) of Customer.

9.4 Termination of Maintenance Services for whatsoever reason shall not discharge the Customer from any existing obligations or affect any party's rights accrued due on or prior to the date of termination.

## 10. General

10.1 If any term or condition of this T&C shall become illegal, invalid or unenforceable for any reason, the legality, validity or enforceability of the remaining provisions shall not be in any way be affected or impaired.

10.2 No failure or delay in the part of KM to exercise any right or remedy under this T&C shall be construed as a waiver thereof nor shall single or partial exercise of any right or remedy preclude the further exercise of such right or remedy, as the case may be.

10.3 The Maintenance Services cannot be assigned or transferred by the Customer without the prior written consent of KM.

10.4 Any amendment to the scope of the Maintenance Services shall be binding only if it is recorded in a document signed by both parties.

10.5 The parties hereby declare that nothing in this T&C confers or purports to confer on any third party any benefit or any right to enforce any term of this T&C pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong).

10.6 This T&C may be translated into any language, but the English version shall be the governing version which shall prevail whenever there is any discrepancy between the English version and a version in another language.

10.7 This T&C shall be governed by the laws of Hong Kong and constitutes the entire agreement between the Customer and KM with respect to the subject matter hereof and no responsibility or statement not contained in this T&C shall be binding on KM as a warranty or otherwise.

END

## 柯尼卡美能達機器保養服務

### 條款及細則

#### 1. 定義

“消耗品”	指碳粉組件、感光鼓組件及顯影組件及其他由柯尼卡美能達決定的物品。
“點擊”	指經由機器列印的任何頁面（包括黑白頁和彩色頁），包括用戶指令產生的打印頁面和自動列印輸出（例如系統報告、自動傳真應答、自動列印），經由柯尼卡美能達另行指定的特殊計算點擊數例外。
“客戶”	指向柯尼卡美能達購買機器及服務的客戶。客戶包括經由柯尼卡美能達根據第 10.3 條同意的繼承人和受讓人。
“香港”	指中華人民共和國香港特別行政區。
“柯尼卡美能達”	指柯尼卡美能達商業系統(香港)有限公司。
“機器”	指由柯尼卡美能達生產的多功能裝置。
“保養費”	指客戶於續保期內需要為保養服務按月支付的費用。
“原屆滿日期”	指客戶按照買賣協議所購買的機器之保養期屆滿日。
“部件”	指機器之各種部件，但不包括機器之特殊部件，電源線及週邊儀器之連接電纜。
“公眾假期”	指香港的銀行、公共機構辦事處以及政府部門的任何休息日。
“正常營業時間”	指週一至週五：早上九時至下午六時；週六早上九時至下午一時；週日及公眾假期除外。
“續保期”	指原屆滿日期或任何續保期之後的 12 個月固定期。
“服務地址”	指機械於柯尼卡美能達系統內之登記地址。
“特殊部件”	指機器之機身外殼，反射鏡，光學玻璃，曝光燈，鏡頭組件，各類感測器或光學元件。
“條款”	指此柯尼卡美能達機器保養服務條款及細則。
“保養服務”	指柯尼卡美能達根據本條款第 3 條及第 4 條所提供的服務。

#### 2. 保養服務自動續訂

##### 2.1 保養服務將自動續訂至續保期，除非:-

- (a) 客戶在原屆滿日期或任何續保期屆滿前至少 30 天以書面通知柯尼卡美能達終止保養服務；或者
- (b) 柯尼卡美能達依據本條款第 9 條的規定以書面通知客戶終止保養服務。

##### 2.2 柯尼卡美能達將在現行續保期結束前 3 個月內通知客戶下一個續保期的保養費。如果柯尼卡美能達未收到客戶根據上述第 2.1(a) 條提出的終止保養服務通知，則應視為客戶同意依照保養費在保固期內續訂柯尼卡美能達的機器保養服務。

#### 3. 柯尼卡美能達的責任

##### 3.1 受制於下述第 3.2 條，柯尼卡美能達根據本條款有責任在續保期，於正常營業時間內為該機器提供保養服務:-

- (a) 為該機器的有效運作更換必須部件。更換特殊部件需要支付額外費用，此類特殊部件的額外費用將在正式更換前向客戶報價（從該機器拆除及被更換的所有部件將歸屬柯尼卡美能達）；及/或
- (b) 免費檢修（即檢查、調校及維修）該機器；及/或
- (c) 為該機器的有效運作提供消耗品，普通複印紙及其他輸出複印物料除外（所有消耗品均歸屬柯尼卡美能達，在保養服務終止時，所有消耗品需要立即歸還予柯尼卡美能達）。

但客戶應全面遵守本條款及支付保養費。客戶可致電 2565 8181 或電郵致 [bhkg\\_servicctr@bhk.konicaminolta.hk](mailto:bhkg_servicctr@bhk.konicaminolta.hk) 與柯尼卡美能達聯絡。

##### 3.2 若柯尼卡美能達為配合客戶提出在特殊情況下於正常營業時間以外提供保養服務的要求，柯尼卡美能達將有權向客戶收取超時工作費用。基於安全理由，若天氣狀況惡劣如八號颱風信號或以上、暴雨警號信號、山泥傾瀉警告、洪水警告發出，該服務將隨時暫停而不會另行通知。

##### 3.3 如該機器的安裝地點或搬遷地點為離島或偏遠地區，柯尼卡美能達可選擇中止或繼續為該機器提供保養服務。惟在此情況下，客戶應承擔柯尼卡美能達的所有額外費用，包括但不限於交通安排及費用。

##### 3.4 無論此條款和條件有任何相反規定，若柯尼卡美能達有理由相信客戶濫用其合約權力，柯尼卡美能達可以拒絕客戶之服務請求。濫用情況包括：-

- (a) 任何故意、惡意、不合理或濫用性的服務請求；或
- (b) 任何惡意地對狀況機器提出失實報告；或
- (c) 任何騷擾行為，該行為的目的除了造成干擾外，並沒有任何合理目的。

#### 4. 保養服務以外範圍

保養服務的範圍並不包括以下服務：

- (a) 一般機身清潔、或任何外觀改善服務；
- (b) 維修由客戶或其僱員或受邀者之行為、錯誤、過失、疏忽、濫用、不正當使用或遺漏而引起的損壞；
- (c) 維修由非柯尼卡美能達人士對該機器進行之改變、修改、增加或改裝而引起的損壞；
- (d) 維修由於不按該機器的規格使用該機器或不按柯尼卡美能達或其僱員提供之指示、指令或建議而引起的損壞；
- (e) 維修由非柯尼卡美能達人士對該機器之重置，移動或移除該機器而引起的損壞；
- (f) 維修由不正確或不恰當電力提供或非柯尼卡美能達可合理地控制的情況下而引起的損壞；
- (g) 維修或更換非柯尼卡美能達提供的配件、附件、供應、零件、消耗品或與該機器連繫的物品；
- (h) 維修由過期的消耗品而引起的損壞；
- (i) 該機器的服務地址並非香港。

5. 客戶的責任
- 5.1 為免造成疑惑，茲明確知悉及同意，一旦續保期根據本條款及細則第 2 條生效，客戶應按照本條款支付其有責任支付之所有款項。
- 5.2 客戶應在發票發出日期 14 天內支付續保期之保養費。所有已繳費用將不獲退還。
- 5.3 任何由柯尼卡美能達的受權職員根據本協議簽署之結算單或發票，其所列之應付金額，除非有明顯錯誤，否則應為最後的最終金額，並對客戶有約束力。客戶須依此全數支付所有費用，不得作任何抵償、扣減、反訴或預扣（法律規定者除外）。
- 5.4 客戶須向柯尼卡美能達彙報每部計數錶的每月點擊讀數。如客戶未能按本條款準時提供正確完整紀錄，柯尼卡美能達得在客戶過去的使用歷史基礎上或其它柯尼卡美能達決定的合理基礎上自行選擇計算一個估計使用量，並利用這個估計使用量來計算相關計數錶月費而不另行通知客戶。惟柯尼卡美能達得在相應階段及就如倘有的實際計數錶讀數的基礎上自行調整計數錶費用。客戶同意這種估計、計算和調整為最終及決定性的，且對客戶有約束力。
- 5.5 客戶應只向柯尼卡美能達購買該機器的消耗品並不得使用非由柯尼卡美能達提供或認可的消耗品或部件。
- 5.6 客戶應確保柯尼卡美能達的人員或代表有權及安全地連接該機器，客戶亦應提供安全、穩當及無障礙的環境以便提供保養服務。
- 5.7 客戶應自行承擔費用以隨時保持該機器處於良好及可用的修護狀態，並按照柯尼卡美能達的建議（倘有）進行日常操作的維修和保養，並於保養期內立即通知柯尼卡美能達更換所有破損、丟失、損壞或故障的部件。
- 5.8 客戶不得對該機器進行或嘗試進行任何維修上的調校、測試或保養，日常的保養除外。客戶亦不應容許柯尼卡美能達授權代表或人員以外的人員進行該工作。
- 5.9 客戶應支付該服務之額外費用，包括更換特殊部件，及因客戶未獲授權對該機器進行增加附加物或改動，使柯尼卡美能達需要額外保養之費用。柯尼卡美能達保留對該機器維修的權利如該附加物或改動會引致該機器成為危險物或不能投入服務。為此，柯尼卡美能達按本協議可暫停提供保養服務或貨品（即部件），客戶應在柯尼卡美能達要求下，於 15 天內將該機器還原，否則柯尼卡美能達可隨時終止保養服務，恕不另行通知。
- 5.10 客戶應補償柯尼卡美能達所有合理的代支費用或其他與保養服務有關可報銷的項目。柯尼卡美能達將向客戶另發發票列明有關費用及連同合適文件。如柯尼卡美能達於發出發票起 7 天內並沒有收到反對通知（包括反對或不接受之原因），該費用將被視為客戶已接受或批准。
6. 費用及收費
- 6.1 點擊收費為柯尼卡美能達提供予客戶的計數錶收費乘當月該機器所紀錄的點擊數量。
- 6.2 柯尼卡美能達保留以隨時更改本條款中客戶須支付費用及收費之權利，或該等費用及收費的基準，惟須在 30 天前書面通知客戶。
- 6.3 若該機器的安裝地點為離島或偏遠地區，柯尼卡美能達將收取額外費用。如需要維修站服務，客戶應負責該機器往返維修站之交通及費用。
- 6.4 若客戶要求拆卸任何機器，客戶應支付由柯尼卡美能達當前收取之額外費用。
- 6.5 在不受限制柯尼卡美能達在本條款項下的其他權利及補償的情況下，如客戶未能按時支付柯尼卡美能達的費用時，柯尼卡美能達有權取消或暫停任何未完成之保養服務直至客戶支付所欠之款項或柯尼卡美能達有權終止保養服務。
- 6.6 如果客戶不向柯尼卡美能達續訂保養服務，柯尼卡美能達將會對客戶提出的保養服務請求每次收取單獨的服務費。
7. 服務地址
- 7.1 客戶應提前 15 天書面通知柯尼卡美能達有關該機器之服務地址之任何更改。否則柯尼卡美能達得終止保養服務而不會另行通知或針對向未註冊地點的機器提供的保養服務收取額外費用。
- 7.2 如該機器之服務地址在香港以外之地方，柯尼卡美能達將沒有義務為客戶提供或繼續為該機器提供保養服務，但客戶並不因此獲免除續保期下之其他義務。
8. 責任
- 8.1 以下條款適用範圍以相關法律為準：
- (a) 若客戶因不論直接或間接使用由柯尼卡美能達依此提供之服務，而做成阻卻、妨礙或延誤之原因為柯尼卡美能達合理控制範圍外的情況或理由、或非因其過錯或忽略，包括但不限於戰爭、暴亂、自然災害、貿易糾紛或勞動爭拗、意外、機械或機器故障、火災、風暴、洪水、電力故障及其他自然災難，或任何其他影響保養服務提供的情况，柯尼卡美能達概不為客戶承擔為此做成的任何損失或損害。
- (b) 柯尼卡美能達不保證或代表其所提供任何部件或消耗品的可購性或適用性，且對客戶所遭遇的非因柯尼卡美能達之疏忽、故意行為或違約造成的任何損失或損害不承擔責任。
- (c) 客戶因使用該機器直接或間接導致儲存於網絡的數據或資料有任何損失或變動或對其員工或財物造成的任何損失或損害，柯尼卡美能達不承擔責任，但因柯尼卡美能達員工之疏忽、故意行為除外。
- (d) 客戶或其員工或代理人或承包商或任何第三方的任何損失（包括但不限於業務、利潤或收益損失或任何其他後續損失）或損害，直接或間接由於保養服務或該機器的機械問題、缺陷或故障或未能維修或供應部件，柯尼卡美能達概不承擔任何責任。
- (e) 該機器的任何變動或非由柯尼卡美能達員工提供的服務，柯尼卡美能達概不承擔任何責任。客戶應保障並保持柯尼卡美能達及其員工免受任何原因導致的人身傷亡、財產損失的賠償，以及免於任何人因客戶或其員工或代理人或僱員的疏忽行為、遺漏、違反本條款或侵犯任何第三者的知識產權及支付因客戶或其員工或代理人或僱員的行為或遺漏，以致柯尼卡美能達未能或延遲完成其任務而要承受或引致的所有成本、費用及損失。
- 8.2 在任何情況下，柯尼卡美能達在保養服務對客戶的責任應不超過客戶已支付柯尼卡於該美能達續保期下的保養服務金額總額。

## 9. 服務終止

### 9.1 柯尼卡美能達可以按照以下安排在續保期內終止保養服務 :-

- (a) 經書面通知，超過 14 天仍未繳付任何發票的客戶，終止即時生效；或
- (b) 經書面通知，如客戶違反本條款之任何條款或細則，或未能實現本條款之任何約定或承諾，而客戶未能於 15 天內作出更正；或
- (c) 若客戶被提起有關的破產申請，或客戶進行強制或自願清算，或提出接管令反對之，或與其債權人作出任何安排或有益於該等債權人的任何安排；或
- (d) 經書面通知，若任何機器的零件和/或消耗品停止供應，或製造商已宣佈該機器的產品生命週期結束；或
- (e) 提前 30 天經書面通知客戶終止，不論有否提供理由。

### 9.2 不論任何理由在續保期內終止保養服務，柯尼卡美能達以下的權利將不受影響：

- (a) 向客戶收回保養服務終止時或之前按相關條款規定應付而未付的款項；
- (b) 向客戶收回任何收取付款時或確保客戶按本條款適當履行義務時，柯尼卡美能達所付出的任何成本和費用；
- (c) 向客戶收取因其違反本條款的損失；及
- (d) 暫停任何保養服務或其他義務(而不需對客戶的任何損失負責)。

### 9.3 根據第 9.1 條終止續保期中有關某一機器的部分不會影響該續保期中有關客戶的其他機器的部分並將繼續生效。

### 9.4 不論終止原因為何，終止保養服務不得影響任何一方在終止日或之前所產生之權利。

## 10. 一般條款

### 10.1 如本條款之任何條款或細則因任何原因變為非法、無效或不能執行，其餘條款之合法性、有效性及可執行性於任何情況下均不受影響或受損。

### 10.2 按具體情況，柯尼卡美能達未能行使或延遲行使任何權利或補救措施，不得解釋為其棄權，而任何單獨或部分行使任何權利或補救措施，亦不妨礙將來行使該等權利或補救措施。

### 10.3 未經柯尼卡美能達事先書面同意，客戶不得將保養服務轉移或轉讓。

### 10.4 任何保養服務範圍的修改須經各方簽署記錄在案，方具約束力。

### 10.5 雙方聲明本條款並沒有賦予或意圖賦予第三者可因香港法例第 623 章合約(第三者權利)條例所列之任何利益或權利以強制執行本條款的任何條款內容。

### 10.6 本條款得翻譯為任何語言，但當英文版本及其他語言版本不一致時，將以英文版本為準。

### 10.7 本條款按香港法律解釋並構成各方與本交易相關之全部協議。其他本條款沒有包括的責任或聲明，柯尼卡美能達將不會受約束或作出保證。

完