



## Maintenance Agreement

### 1. PARTIES

1.1 The parties to this agreement are -

1.1.1 Quality Label Solutions CC T/A Tagtron Solutions (in the following: TAGTRON); and

1.1.2 The Cape Agulhas Local Municipality (in the following: CAPE AGULHAS)

The parties agree as set out below.

### 2. INTRODUCTION

The agreement has been reached by the two parties for CAPE AGULHAS to engage TAGTRON for the maintenance of electronic devices and EAS systems of the products supplied by TAGTRON to CAPE AGULHAS; and the parties wish to set out herein the terms of their agreement.

### 3. DOMICILIA

The parties choose as their domicilia citandi et executandi for all purposes under this agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the following addresses:

**TAGTRON:**

Postal Address:	P O Box 1443 Dassenberg 7530
Physical Address:	"Little Echo" Klein Dassenberg Road, Philadelphia 7304 South Africa
Telephone Number:	+27 (0) 21 572 5321
Fax Number:	+27 (0) 21 572 5348
Email Address:	info@tagtron.co.za

**CAPE AGULHAS:**

Postal Address:	P O Box 51 Cape Agulhas, 7280
Physical Address:	1 Dirkie Uys Street Cape Agulhas, 7280 South Africa
Telephone Number:	028 425 5500
Fax Number:	028 425 1019
Email Address:	caric@capeagulhas.gov.za

*Handwritten signatures and initials:*  
B # BS #  
W  
JH



3. **COMMENCEMENT AND DURATION**

Unless postponed by either party, in writing, the commencement date of this agreement shall be 01/12 2017 and shall be in effect for a period of 12 months, concluding on 30/11 2018.

3. **FAULT REPORTING PROCEDURE**

3.1 All faults shall be reported by CAPE AGULHAS to TAGTRON via the following method:

3.1.1 Call Centre: 086 118 2448

3.1.2 Email: info@tagtron.co.za

4. **RESPONSE TIME**

4.1 In the event of a fault call being logged, telephonic assistance will be given immediately by the technician on call and every effort will be made to have the repair or service work performed within 8 business hours of the call as long as access to the library is possible within that time period. Express service response of 2-3hrs is available at a surcharge and dependent on location.

A nationwide Service Centre Number is fully operational 086 118 2448

After hours calls (after 17h00) will be automatically directed to the regional technician on duty who will respond telephonically with practical help and advice where applicable and immediately log a fault for the problem to be attended to within the next business day.

5. **MAINTENANCE AGREEMENT**

5.1 In this agreement, the term "Product" shall mean all Tagtron hardware equipment installed at the Napier Public Library.

5.2 TAGTRON shall provide CAPE AGULHAS with technical support services during the maintenance period, so as to ensure that the product is maintained in an efficient operating condition. This shall include 2 scheduled preventative services per year.

5.3 It is essential that CAPE AGULHAS makes provision for stable clean power to all Product using Uninterrupted Power Supply or Constant Voltage Transformers. Any damage caused to Product due to power surges or unclean power will not be covered by the warranty.

5.4 In terms of this Maintenance Agreement TAGTRON shall:

*Handwritten signatures and initials*



- 5.4.1 maintain the Product in good working order and be responsible for any adjustments, repairs and replacement of components that may be necessary, except such that are required as a result of loss or damage caused by the misuse or neglect of the Product by CAPE AGULHAS
- 5.4.2 provide the necessary repairs or maintenance services between the hours of 08:00 and 17:00, Monday to Saturday (for calls before Friday 10 am) except on statutory and other recognised public holidays.
- 5.5 CAPE AGULHAS shall:
- 5.5.1 pay the maintenance charge of R9,803.60 (including VAT) on acceptance and signature of this Agreement.
- 5.5.2 pay for any repairs or replacement of components that may be necessary as a result of the misuse or neglect of the Product by CAPE AGULHAS;
- 5.5.3 use the product only for the purpose for which it is intended and not make or permit any addition (whether decorative or otherwise) alteration, interference, repair to or tampering with any item of the product or use it at a location other than that specified in the Maintenance Agreement, without the previous consent of TAGTRON.
- 5.5.4 not remove the Product or any item there from its position as installed.
- 5.6 TAGTRON shall not be liable for any loss or damage whatever suffered by CAPE AGULHAS or any other person as a result of;
- 5.6.1 the Product or any part thereof being defective in any way at delivery;
- 5.6.2 any delay or failure in the delivery and/or installation of the Product or any part thereof;
- 5.6.3 the use of the Product or any item thereof;
- unless such losses or damage is caused by any negligent act or omission of TAGTRON or any its employees or agents.
- 5.7 TAGTRON shall not be liable to CAPE AGULHAS or any other person for any loss of profit or other special damages or any consequential damages whatsoever unless such loss or damages are caused by the negligent acts or omissions of TAGTRON or any of its employees or agents.
- 5.8 Should TAGTRON:
- 5.8.1 breach any provisions of this agreement and fail to remedy such breach within a period of 14 (fourteen) days after the receipt of written notice to do so from CAPE AGULHAS;
- 5.8.2 be placed under judicial management, whether provisionally or finally;

Handwritten signatures and initials, including a large 'W' and several illegible scribbles.

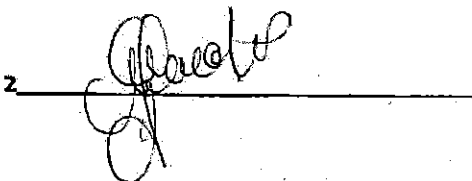


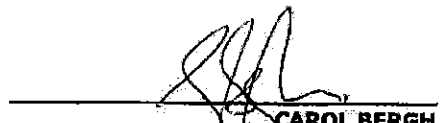
- 5.8.3 cede or assign or purport to cede or assign any of its rights or obligations arising under this agreement without the consent of CAPE AGULHAS, which consent shall not be unreasonably withheld; and/or
- 5.8.4 consistently breach this agreement so as to show an unwillingness or inability to perform its obligations in terms of this agreement;
- then, in any of such events, CAPE AGULHAS shall be entitled, without prejudice to its rights to claim damages or to any other claim whatsoever that it may have against TAGTRON as a result thereof, be entitled to cancel this agreement by means of written notice to such effect to TAGTRON. Should CAPE AGULHAS instruct attorneys to take any steps to enforce any of CAPE AGULHAS rights in terms of this agreement arising from a breach by TAGTRON, then TAGTRON shall be liable for all legal and incidental costs including legal fees and tracing charges.
- 5.9 TAGTRON shall not be entitled, without CAPE AGULHAS prior written consent, to cede or assign any of its rights or obligations in terms of this Maintenance Agreement. Should TAGTRON wish to obtain CAPE AGULHAS consent as aforementioned, then TAGTRON shall be obliged to furnish CAPE AGULHAS forthwith the terms and conditions of the cession together with all relevant information regarding the parties involved in such cession. Until such time as the aforementioned information is received and consent given by CAPE AGULHAS, compliance with the provisions and obligations in terms of this agreement towards TAGTRON shall be deemed to be fulfilment towards any Cessionary.

THIS DONE AND SIGNED AT PHILADELPHIA ON 30<sup>th</sup> DAY OF November 2017

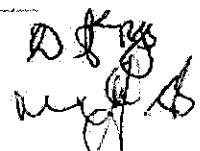
AS WITNESSES:

1. 

2. 

  
CAROL BERGH  
duly authorised and on behalf of

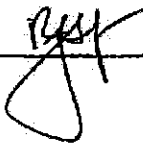
QUALITY LABEL SOLUTIONS CC T/A TAGTRON SOLUTIONS




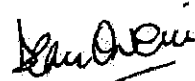


THIS DONE AND SIGNED AT Bredasdorp ON 29<sup>th</sup> DAY OF November 2017

AS WITNESSES:

1. 

2. 



DEA D'NEEM

duly authorised and on behalf of  
**CAPE AGULHAS MUNICIPALITY**



