



Leaflet MPS – Print Solutions

Version January 2022

Article 1 Definitions

1.1. The definitions below are in addition to the definitions set out in Article 1.1 of the General Terms and Conditions. For the purposes of this Leaflet, the following terms are defined as follows:

MPS:	All printing solutions offered by PCI, as displayed on its website http://www.pcinederland.nl ;
Scan(s):	A process in which the original is translated into digital data;
The Service: Support:	Maintenance and/or Support of Products; providing help desk support in writing, via telephone or digitally regarding the use and operation of the Products;
Counter Tick(s):	a printout refers to a copy, print and/or a scan in A4 format. For a copy printer, both the Counter Tick and the Master Consumption are recorded as an A4 Counter Tick. When an A3 drum is inserted, the A3 count is also registered as 2 times A4.

Article 2 Applicability

- 2.1. This Leaflet applies in addition to the General Terms and Conditions and contains specific provisions regarding rental, sales and maintenance of print solutions.
- 2.2. If any provision of this Leaflet conflicts with any provision in the Terms and Conditions, the provision of the Terms and Conditions shall prevail.
- 2.3. This Leaflet applies to Agreements with MPS involving PCI as a contracting party. Once declared applicable to an Agreement, it shall also apply to all future MPS Agreements.
- 2.4. If any provision of this Leaflet is void or voided, the remaining provisions of this Leaflet continue to apply in full. The Parties undertake to replace the void and/or voided provisions with provisions that are binding and deviate as little as possible from the original in terms of the purpose and intent of the Leaflet.

Article 3 Cost consumption

- 3.1. By the eighth business day of the month, in accordance with PCI's direction, the Customer must provide a statement of the registered Counter Ticks as at the last day of the preceding month. If the Customer fails to provide such statement to PCI or fails to do so in due order, PCI reserves the right to charge the Customer an estimated number of Counter Ticks. Settlement of the actual number of Counter Ticks will be completed in the subsequent period, provided that the Customer has then notified PCI. If the Customer uses 'fleet management tooling' or similar software, the Customer is responsible for creating an account in order to digitally submit the Counter Ticks to PCI. If the Customer does not provide the Counter Ticks statement, or not correctly, or not in due time, PCI reserves the right to charge the Customer a €50.00 administrative fee.
- 3.2. An A3 Counter Tick will be recorded and charged as 2 times A4, unless otherwise agreed.
- 3.3. For toners delivered during the term of the Agreement, PCI reserves the right to invoice transportation costs of €5.95 per shipment (maximum 2 kilograms per shipment). The pricing / Counter Tick price is based on a 6% coverage. Based on the meter readings and quantity of toners purchased, any toner delivered or used in excess will be charged on actual cost basis.
- 3.4. PCI reserves the right to invoice Scans made at 10% of the black and white print price agreed in the Agreement.
- 3.5. PCI reserves the right to adjust the agreed print price if the volume per Product deviates by more than 10% from the volume specified in the Agreement, or otherwise agreed upon.
- 3.6. If the Customer is required to pay a one-time license fee, said fee will be charged once upon delivery of the Software. Annual license fees are included in the service fee unless otherwise agreed.
- 3.7. If an order is executed in parts, PCI reserves the right to invoice each part separately.
- 3.8. For large-size Products (including: plotters and flatbed printers), inks and ink heads are not included in the Service and will be charged per square meter on an actual cost basis.
- 3.9. Up to the time of installation of the last Product, only the actual Counter Ticks of the installed Products will be charged to the Customer based on the issued multi-copy prices.

Article 4 Maintenance and Support Terms

- 4.1.1. For the Service, the Customer will not be charged any fees by PCI other than those specified in the Agreement, unless costs for service work have been incurred due to circumstances not covered by warranty, performed outside of PCI's Business Days, or for which PCI is not liable, or service work resulting from:
 - a) incorporating into the Products any parts, materials and tools other than those supplied or approved by PCI, such without PCI's permission;

- b) having service work performed on the Products by anyone other than PCI without PCI's permission;
 - c) errors that could have been identified at the time of performing the agreed Acceptance Test or upon Acceptance by the Customer;
 - d) malfunctions caused by changes to the Customer's work environment;
 - e) incorrect or unnecessary malfunction report;
 - f) failure to meet the requirements applicable to the Customer's Work Environment;
 - g) not providing access to the Customer's Work Environment, or not in due order, or not in due time;
 - h) malfunctions resulting from improper or incorrect use, negligence, carelessness, or willful destruction.
 - i) The list in a. through h. of this article is not exhaustive.
- 4.2. In the cases referred to in Article 4.1(a) through (i) of this Leaflet, the costs that have arisen accordingly will be charged to the Customer at the rates that PCI maintains at that time.
 - 4.3. Errors in custom work, regardless of the nature and/or cause of the Error, will be handled by PCI in accordance with PCI's applicable fee terms and conditions.
 - 4.4. PCI reserves the right to suspend the Service if the Customer payment is past due. Insofar as PCI does perform the Service during this period at the Customer's request, PCI may charge a separate fee for such service in accordance with its usual rates.
 - 4.5. In the absence of an agreed and approved billing schedule, all amounts related to the Service are due at the beginning of the maintenance period.

Article 5 Terms of Service for Products

- 5.1. On a best-effort basis, PCI will provide the Service for the Products in accordance with the provisions of the Agreement, namely:
 - a) checking, adjusting, lubricating and functional maintenance of the Products by competent PCI personnel, at the discretion of PCI, either on site or remotely;
 - b) making necessary repairs and/or replacing defective and/or worn parts;
 - c) the supply and/or installation of necessary materials and aids, except binding materials and paper fasteners, paper and other printing materials, toner and print module.
 - d) The list in a. through c. of this article is not exhaustive.
- 5.2. The Service will be performed at the delivery address/installation address specified in the Agreement during Business Days and Business Hours and within a reasonable time after the failure notification.
- 5.3. If the Product is used intensively and more Service is required than usual, PCI is entitled to raise the agreed prices, without prejudice to the other provisions of the Agreement or these General Terms and Conditions and this Leaflet.
- 5.4. The Customer may not engage any party other than PCI to perform assembly and service work required on or to the Products.
- 5.5. PCI reserves the right to suspend the Service if, in PCI's judgment, circumstances arise at the location where Products are set up that create risks to the safety or health of PCI employees.
- 5.6. PCI has the right to engage other service providers to perform the Service on the Products.

Article 6 Software terms

- 6.1. In accordance with PCI's usual procedure, the Customer must report any errors found in the Software to PCI in detail. Upon receipt of notification, PCI will make every effort to correct Errors or make improvements to the Software, or forward the order for correction to the developer or supplier of the Software. Unless otherwise agreed, depending on the urgency, the results will be made available to the Customer in the manner and time period to be determined by PCI. PCI may delay remediation of the defects until a new release of the Software is available.
- 6.2. PCI reserves the right to implement temporary solutions, or programme work-arounds, or problem-avoiding restrictions in the Software. In the absence of explicit agreements in this respect, the Customer will independently install, set up, parameterise and fine-tune the corrected Software or the new version made available and, if necessary, adapt the Products and user environment used in the process. PCI is not required to perform data conversion.
- 6.3. Without prejudice to the application of other provisions, PCI's maintenance obligation is limited to the General Available Release, and the preceding General Available Release. PCI regularly releases new General Available Releases of the maintained Software with new features and/or improved performance. These will be offered to the Customer at the rates applicable at that time.
- 6.4. Six (6) months after an update is made available to the Customer, and if the Customer does not accept the update, PCI is no longer required to maintain the old version, nor to provide Support with respect to the old version.