

Big Blue
GST No. 72-346-661

Service Agreement

Big Blue Limited
 PO BOX 112 361, PENROSE, AUCKLAND 1642

Customer: **Organisation Name**
Organisation Address

Principal Terms of Service Agreement

Contract start date -	Minimum Term (Months) -
Service Period -	Service to include full Service and Consumables as required (including any filters and cells)
Payment method per month- Fees: Strictly 20th following month, paid monthly in advance. Late Payment Fee: \$12.50	You can terminate this service agreement at any time after the end of the Minimum Term by giving us 3 months notice in writing. See clause 1.3 of the Lease Terms and Conditions

Equipment / Service	Price	QTY	Subtotal
			Subtotal \$0.00
			GST \$0.00
			Total Service Fees per Month \$0.00

EXECUTION: The authorised signatory of the Customer named below acknowledges receipt of the Big Blue Terms and Conditions and confirms they are authorised to sign this agreement on behalf of the Customer:

Authorised Signatory Big Blue	Authorised Signatory Lessee
	Contrat Name
Big Blue	Organisation

1. OVERVIEW AND TERM

- 1.1 Big Blue agrees to service the equipment specified in the Principal Terms (**Equipment**) for the Customer in accordance with the Principal Terms and these terms and conditions (together the **Agreement**).
- 1.2 The term of this Agreement commences on the date on which the Agreement is Signed and shall continue for the “minimum term” specified in the Principal Terms (**Minimum Term**). The Customer may not terminate this Agreement during the Minimum Term.
- 1.3 The Customer may terminate this Agreement at any time after the end of the Minimum Term by giving prior written notice to Big Blue in accordance with the “notice period” specified in the Principal Terms.
- 1.4 Big Blue may terminate this Agreement at any time after the Customer breaches any of its obligations under this Agreement, by giving written notice to the Customer.
- 1.6 When this Agreement terminates the Customer must pay to Big Blue all amounts due under this Agreement.

2. FEES AND PAYMENTS

- 2.1 The Customer must pay the “Total Service Fees per Month” specified in the Principal Terms (**Fees**) for the duration of the term of this Agreement. Fees and all other amounts payable by the Customer under this Agreement is payable in accordance with the ‘payment method per month’ and the “payment terms” specified in the Principal Terms.
- 2.2 Each time the Customer fails to make a payment due under this Agreement in full, the Customer shall pay to Big Blue the “late payment fee” specified in the Principal Terms.
- 2.3 All amounts payable under this Agreement are exclusive of GST.

3. OPERATION, MAINTENANCE, AND CONSUMABLES

- 3.1 The Customer will ensure that the Equipment is kept safe and secure, is operated with reasonable care and in accordance with any instructions provided by Big Blue and the manufacturer and shall ensure the Equipment does not cause any damage to any of the Customer’s property or any property of any other person.
- 3.2 The Customer shall permit Big Blue to enter the Customer’s premises to maintain and service the Equipment. The Customer may, at its cost, ‘test and tag’ the Equipment.
- 3.3 The Customer may request and be charged for additional consumables not covered under this agreement, charges for

consumables shall be paid by the Customer at the same time as the Fees are payable.

4. LIABILITY AND INDEMNITY

- 4.1 Big Blue has no liability to the Customer for any liability, loss, cost, or expense incurred or sustained by the Customer or any other person as a result of any breach of the Customer’s obligations under this Agreement, or any action or omission of, or any delay caused by, the Customer.
- 4.2 The Customer indemnifies Big Blue for all claims, liabilities, loss, costs, and expenses incurred or sustained by Big Blue as a result of any breach of the Customer’s obligations under this Agreement or as a result of any action or omission of, or any delay caused by, the Customer.

5. ASSIGNMENT AND VARIATION

- 5.1 The Customer may not transfer or assign any of its rights under this Agreement. Big Blue may assign any or all of its rights and interests under this Agreement at its discretion without the Customer’s consent, provided the assignee will continue to Agreement the Equipment to the Customer on the terms of this Agreement.
- 5.2 If Big Blue wishes to vary the terms of this Agreement it will give the Customer at least 30 days’ prior written notice of that proposed variation. If, within that 30-day period, the Customer notifies Big Blue in writing that the Customer does not agree to the variation, the terms of this Agreement will not be varied. If, within that 30-day period, the Customer does not notify Big Blue or notifies Big Blue in writing that the Customer accepts the variation, the terms of this Agreement will be varied as set out in the variation proposed by Big Blue.

6. PRIVACY OF INFORMATION

- 6.1 Big Blue is authorised to collect, retain and use information about the Customer from any person for the purpose of assessing the Customer’s creditworthiness, and to disclose such information to such persons as may be necessary or desirable to enable Big Blue to exercise any power or enforce or attempt to enforce any of rights, remedies, and powers under this agreement.

7. ENTIRE AGREEMENT

- 7.1 This Agreement is the entire understanding and agreement between parties as to its subject matter. All previous conversations negotiations, understandings, representations, or commitments in relation to, or in any way affecting, the subject matter of this Agreement are merged in and superseded by this Agreement.