

**MAINTENANCE AGREEMENT**  
**mandatory with the OMC system**

This maintenance agreement is made and effective from ...../...../.....

Between Prana Monde (Pty) Ltd  
(the Service Provider) with its head office located at:  
Duncan Road 40A, Glenferness 2060

And .....  
(the Client) with its head office located at:  
Physical address: .....  
.....

WHEREAS, Client is desirous of availing itself of OMC equipment services by the Service Provider.

WHEREAS, Service Provider is a qualified provider of OMC diffusing equipment maintenance services and is willing to provide such services to Client as per terms herein.

NOW, THEREFOR, in consideration of the mutual covenants and promises set forth, the parties hereto agree as follows:

**Annual rate for services**

The annual rate for maintenance is R... ..... and shall be paid in advance or in instalments of R. .... every month, beginning on ...../...../....., and on the first day of each succeeding month throughout the term hereof, on the account of

Prana Monde (PTY) Ltd,  
ABSA Fourways,  
Branch Code: 632905,  
Account Nr: 4059187928,

or at such other place as Service Provider may designate from time to time. Any instalment payment not made by the 5<sup>th</sup> day of the month shall be considered overdue and in addition to Service Provider's other remedies, Service Provider may levy a late payment charge equal to 5% per month on any overdue amount.

## **Maintenance calls**

Service Provider agrees to provide maintenance service including up to 4 maintenance calls annually, unless agreed otherwise in writing with Client, at the installation address specified above on the equipment listed. All charges specified are those currently in effect and are subject to change only at the time of subsequent annual renewal. If the charges are increased, the Client may, as of the effective date of such increase, terminate this Agreement by written notice to the service provider. Otherwise, the new charges shall become effective upon the date specified in the renewal invoice. This Agreement is limited to the OMC diffusing equipment installed by Service Provider or his representative. Client calls hereunder are restricted to the normal working hours of the provider. All service commenced outside of Service Provider's normal hours will be charged at published rates for service time and expense only.

## **Services**

The service contract provides a full cover life guarantee on the OMC diffusing system including labour and spare-parts. Service is provided every 3 months and comprehends a complete check-up and maintenance of the control unit and the wall-mounted diffusing units. The essential oil cartridge is replaced and the old (empty) cartridge taken back.

Service Provider shall have full and free access to the equipment to provide service hereon.

The essential oil cartridges are not included in the service rates and are invoiced separately. Travel rates @ R.1.25/Km are billed separately for every Km travelled above 100 Km, with a maximum of 400 Km invoiced per call.

Feedback on the effectiveness experienced using the OMC system is gathered from the local staff and division supervisor. An evaluation is made in conjunction with the supervisor and if needed, adjustments in the regulation and/or essential oils used are decided on.

Optimum performance of the equipment covered by this Agreement can be expected only if supplies provided by the Service provider are used. If persons other than Service Provider's representatives perform maintenance or repairs, and as a result further work is required by Service Provider to restore the equipment into its original state and/or operation conditions, such repairs will be billed at Service Provider's published time, travel and materials rates then in effect.

Warranty on the OMC diffusing system is voided at termination of this Maintenance Agreement and in case other supplies or essential oils than provided by Service Provider are used to operate the OMC diffusing system.

## Payments

For service as specified above on the equipment listed, the undersigned Client agrees to pay in advance the total annual charge specified below to Service Provider in accordance with the terms specified on the face of the invoice.

Consumables are not included in the service rates and are invoiced additionally as well as travel rates @ R.1.25/Km for every Km travelled above 100 Km, with a maximum of 400 Km invoiced per call.

## Binding agreement

The undersigned Client represents that he is the owner of the equipment, or that he has the owner's authority to enter into this Agreement.

This Agreement is subject to acceptance by the Service Provider. It takes effect on the date written above and continues in effect for one year and will remain in force thereafter, with automatic annual renewal at then prevailing rates, until cancelled in writing by either party. If cancelled, the unearned portion of any advance payment will be credited to the Client.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written.

SERVICE PROVIDER

CLIENT

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorised Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_