

Vox Managed Print terms and conditions



THESE PRODUCT-SPECIFIC TERMS AND CONDITIONS NEED TO BE READ IN CONJUNCTION WITH THE GENERAL TERMS AND CONDITIONS. WHERE ANY CONFLICT BETWEEN THESE TERMS AND GENERAL TERMS OCCURS, THE PROVISIONS OF THESE PRODUCT-SPECIFIC TERMS AND CONDITIONS SHALL APPLY.

1. Definitions

Capitalised terms not defined herein shall have the meaning ascribed to it in the General Terms and Conditions. In these Product Terms, the following expressions bear the meanings assigned to them hereunder, and cognate words carry corresponding meanings:

- 1.1. "Printer(s)" means the printer equipment rented with all peripherals, as more fully described in the Subscriber Agreement.
- 1.2. "KDZA" means Kyocera Document Solutions South Africa Pty Ltd.
- 1.3. "Warranty" means the Kyocera manufacturer warranty of 3 years or 100 000 pages printed (whichever occurs first).

2. Product Description

- 2.1. Kyocera multifunctional equipment that has the functionality to copy, print, and scan in mono and colour depending on which model is chosen. All Kyocera models have the mobile features Kyocera mobile print, Apple Airprint & Google cloud print.
- 2.2. All Kyocera models come standard with a power cable for the Printer only and connect wirelessly, LAN and USB connections are possible, but these cables aren't supplied.
- 2.3. All Kyocera printer models are laser print and come with a start-up toner of 1000 pages on mono and 1200 pages on colour per colour cartridge.
- 2.4. Kyocera printer models for mono take one mono cartridge and four cartridges for the colour model, one mono, and three colours (C, M, Y) Cyan, Magenta, and Yellow.
- 2.5. All Kyocera printers come standard with remote management software (KFS) that allows Vox to monitor all Customer devices from anywhere, receive direct device notifications, and quickly identify issues that need attention. Remotely troubleshoot essential maintenance tasks on Kyocera devices, including firmware upgrades and setting adjustments.
- 2.6. Vox offers flexible payment models of 12- and 24-months rentals.

3. Rental of supplied equipment

- 3.1. Customer acknowledges that Customer is entering into a pure rental agreement for the selected term, as indicated on the Subscriber Agreement. This is not a rent-to-own contract.
- 3.2. Orders will be subject to Vox's credit approval process:
 - 3.2.1. Customer credit history will be accessed to assess Customer credit worthiness,
 - 3.2.2. Customer may be required to supply additional documentation in support of Customer rental application.
 - 3.2.3. Customer agrees that Vox may collect and use Customer personal information in order to conduct a credit check.
- 3.3. Customer will not own the equipment at the end of the rental term.
- 3.4. At the end of the rental term:
 - 3.4.1. Customer may elect to continue renting the Hardware on a month-to-month basis.
 - 3.4.2. Customer may elect to renew the rental agreement with the existing Hardware and Vox may, at its own discretion offer a discount.
 - 3.4.3. Customer may elect to an upgrade of the Hardware to the then current model release if available, by entering into a new rental agreement.
 - 3.4.4. Customer may elect to return the Hardware in good working condition with no defects of any nature whatsoever – fair wear and tear excepted.
 - a. Customer must provide Vox with one calendar months' notice that Customer intends to terminate Customer rental of the Hardware.
 - b. For Customer convenience and security, Vox will dispatch a courier to collect the Hardware and take photographs of the returned Hardware.
 - c. Should Customer not return the Hardware, or the Hardware is returned with material defects, Customer will be liable for the then current replacement value of the Hardware or the nearest model in circulation at the time.

4. Installation

- 4.1. The installation will be carried out from Monday to Friday during local Business Hours. Additional costs may apply for installations carried out outside of these times.
- 4.2. Onsite installs will be billed per hour onsite, and the engineer will require sign off by the Customer.
- 4.3. Remote installs will be done remotely and will take up to 1hr 30 minutes.

5. Standard Support

- 5.1. Remote support allows a Customer to log a ticket with Vox 24x7.
- 5.2. Trouble tickets will be attended to during Business Hours.

6. Advanced Maintenance Plan

- 6.1. An optional advanced maintenance plan is a service billable monthly for an engineer to be dispatched to the Customer's premises by the next Business Day when a Warranty call is activated, and remote troubleshooting and diagnostics doesn't resolve the incident. The advanced maintenance plan covers:
 - 6.1.1. The swap out of the Printer(s).
 - 6.1.2. Loan unit for a period of 3 – 5 days while the faulty Printer (s) is being assessed.
 - 6.1.3. Booking of faulty equipment into the repair centre
 - 6.1.4. Printer(s) collection to and from the Customer's premises within a 60 km travelling radius from and Vox major metro (JHB, PTA, CPT, BLOEM, PE, DBN)
- 6.2. The advanced maintenance plan falls away when the Printer is out of Warranty.

7. Warranty terms and conditions

- 7.1. KDZA provides a manufacturer's Warranty on goods sold. KDZA will ensure these warranties are honoured.
- 7.2. Vox registers the products with Kyocera Document Solutions South Africa Pty Ltd once the order is processed on the Vox ordering system.
- 7.3. KDZA warrants the machine model and its components for the Warranty period or Warranty volume, which is the total machine volume (whichever occurs first).
- 7.4. The Warranty is provided to the Customer who initially purchases this product and is not transferable.
- 7.5. Vox act as Warranty agents on behalf of Kyocera Document Solutions South Africa (Pty) Ltd to:
 - 7.5.1. Ensure the repaired product that is returned to the Customer complies with service specification.
 - 7.5.2. Ensure that product failures due to poor maintenance or Customer negligence are not claimed for under Warranty.
 - 7.5.3. Ensure only faulty parts are claimed for under Warranty.
 - 7.5.4. Provide a carry-in service desk for Customers who carry products in for repairs.
 - 7.5.5. Vox registers all Kyocera Warranty calls on the Kyocera service helpdesk.
 - 7.5.6. Parts supplied are purchased from Kyocera Document Solutions South Africa (Pty) Ltd.
 - 7.5.7. All support calls must be logged with help@voxtelcom.co.za or 087 805 0530.
- 7.6. Kyocera trained Office Automation Technicians must perform all service work only.

8. Warranty Rejection

- 8.1. Vox may reject Warranty claims for any of the following reasons:
 - 8.1.1. The serial number has been altered or is incorrectly reported with Vox by the Customer.
 - 8.1.2. The Warranty period has been exceeded.
 - 8.1.3. Warranty volume has been exceeded.
 - 8.1.4. Any damage caused by non-compliance with the specifications and ambient conditions.
 - 8.1.5. An unauthorised dealer has maintained the Printer.
 - 8.1.6. The Warranty part was not purchased from KDZA.
 - 8.1.7. Return material application procedure not completed.
 - 8.1.8. Claim not submitted within 30 days of date repair/date of replacement of the spare part.
 - 8.1.9. The claim caused by Force Majeure.
 - 8.1.10. The Customer is unable to prove the Customer has used original consumables supplied by KDZA.
 - 8.1.11. The Warranty part is not returned within 30 days of authorisation.
- 8.2. Vox may refuse to process Warranty claims if the Customer's account is in arrears:



9. Customer Obligations

The Customer warrants and undertakes in favour of Vox that:

- 9.1. The Customer is responsible for the cost and replacement of cartridges;
- 9.2. All consumables, including paper, must be for the Customers' account.
- 9.3. The Customer is responsible for insuring the Printer (s) against damage or theft. Should damage out of Warranty occur, the repair will be for the Customer cost.
- 9.4. The Customer must plug the Printer (s) into a surge protector to avoid damage caused by electrical power surges.
- 9.5. The Customer accepts liability for any costs incurred by Vox as a result of repair or replacement of Printer (s) where the failure was caused by Customer's use, misuse, or unauthorised changes made by the Customer.
- 9.6. If the Customer has taken the optional advanced maintenance plan, the Customer is entitled to services stipulated for advanced optional maintenance plan within a 60km travelling radius from any Vox major metro offices. Any additional travel and ancillary expenses (such as toll fees) will be quoted for and billed to the Customer's account.
- 9.7. All Warranty calls must be logged with Vox, and Vox will register a call with KDZA.

10. Resale of Service

Unless the Customer has entered into a reseller agreement with Supplier, resale of the Service is not permitted.

11. Termination

- 11.1. The Customer shall provide Vox with one calendar months' notice that they intend to terminate the printer agreement (in whole or part).
- 11.2. Notwithstanding any provisions set out in the General Terms and Conditions, if the Customer's termination date is a date before the expiry of the Initial Term or any subsequent renewal term, then the Customer shall be liable to Vox for termination penalties calculated as follows:
 - 11.2.1. Termination for any reason before Delivery Date: 100% of the monthly recurring values multiplied by the number of months indicated on the Subscriber Agreement.
 - 11.2.2. Termination at any time after the Delivery Date but before the expiry of the Initial Period, including termination by Vox as a result of the Customer's breach: 100% of the monthly recurring values for the unexpired portion of the contract term at the date of termination.
- 11.3. The Customer shall be responsible for the return of the Printer (s) (together with the packing materials thereof) to Vox's Premises, (or handed to Vox's representative where delivery and/or collection has been agreed), at its own risk.
- 11.4. The Printer (s) shall be returned unencumbered and in good repair, condition and working order (fair wear and tear excepted).
 - 11.4.1. Vox will notify the Customer within five days of return of any items not returned; including cables, manuals and other accessories supplied.
 - 11.4.2. Any items not returned within seven days of any such notification will, at the discretion of Vox, be invoiced at the Replacement Fee.
 - 11.4.3. Vox will invoice the Customer the repair or replacement cost (whichever is more commercially viable) of any goods lost or returned damaged;
 - 11.4.4. All packing materials are chargeable at Vox's then prevailing rate if not returned or if found to be damaged when returned to Vox.