

TERMS and CONDITIONS

In order to assist its customers in maintaining their equipment in efficient operating condition, Digital Office Solutions, Inc. offers this twelve month price protected contract and agrees to:

Maintenance service for the equipment shall be billed at the rates specified on reverse. Per meter charge is defined as a single sided 8 1/2" x11" page copy.

All service calls will be made during regular business hours at no extra charge (8:00am to 5:00pm, not including Saturdays, Sundays or holidays). All service calls made during non-regular business hours shall be charged at Digital Office Solutions, Inc. prevailing rates.

If parts are included in this contract, Digital Office Solutions, Inc. will replace, without charge, parts which have been broken through normal use and are necessary for machine servicing and maintenance adjustments. Excluded from this agreement are major overhauls, installation charges for added accessories or options and integration services needed after the initial install date. Additionally excluded from this agreement are Print Controller devices, NIC cards, Densitometer adjustments and all other devices and corresponding hardware and software related to Printing, Network Scanning, and Network Faxing. All items related to Printing, Network Scanning, and Network Faxing can be covered under a separate Integration Services and Maintenance Agreement or charged at Digital Office Solutions, Inc. prevailing rates.

If supplies are included on reverse, Digital Office Solutions, Inc. will supply, based on average monthly usage, without charge to the customer supply items including toner, developer, and drums. Excluded supply items are paper, transparencies, repro film, labels and staples and shipping charges. Equipment moves are excluded from this contract. Digital Office Solutions, Inc. will have no obligation to make ordinary changes of toner or to perform key operator functions.

This agreement shall not apply to repairs made necessary by accident, misuse, abuse, neglect, theft, vandalism, electrical power failure, fire, water, or other casualty, damage to the equipment caused by repairs, by someone other than an authorized Digital Office Solutions, Inc. representative or as a result of utilizing supplies obtained from someone other than Digital Office Solutions, Inc. This agreement shall also exclude improper operation or maintenance of equipment or defects or damage resulting from in-transit handling, by other than a Digital Office Solutions, Inc. approved vendor. Customers wishing to have equipment moved by an other than Digital Office Solutions, Inc. approved vendor will be required to have an authorized Digital Office Solutions, Inc. representative do a pre and post move inspection of the equipment, at the then prevailing rate, in order to maintain this agreement. This agreement also does not include any consequential damage to persons or property due to loss or interruption of service or use of any Digital Office Solutions, Inc. products.

The customer shall provide electrical service in specific accordance with manufacturer's current recommended criteria and subject to change, as manufacturer requires.

The equipment shall be operated in an environment free of dust, humidity, hazardous chemicals, or erratic temperature changes and shall be operated within the manufacturer's recommended space requirements.

The customer will notify Digital Office Solutions, Inc. promptly when service or preventive maintenance for the equipment is required. In addition, the customer will replenish required supplies as indicated by the manufacturer. The customer is responsible to provide meter readings promptly to Digital Office Solutions, Inc. when requested. It is understood that copies run by service personnel are necessary for the proper maintenance of the equipment and are included in this agreement.

Digital Office Solutions, Inc. shall not be responsible for the delay or inability to provide service calls due to strikes, accidents, embargoes, acts of God, or any other event beyond its control.

This agreement cannot be assigned without the knowledge and consent of Digital Office Solutions, Inc. and is automatically terminated with respect to the particular machine, should the equipment it covers be sold or otherwise transferred to a third party. Should Digital Office Solutions, Inc. not be notified of such transfer or assignment, customer accepts responsibility for all charges generated for the machine covered until such notice is given. Subsequent to the initial twelve month terms, said rates are subject to change by Digital Office Solutions, Inc.

The amount of this agreement shall be increased by an amount equal to any applicable tax now or hereafter assessed, levied or imposed by any federal, state, or local authority.

Commencing with the date of installation, this agreement is effective only when received and accepted by an authorized Digital Office Solutions, Inc. representative and shall continue thereafter until either party terminates it as provided herein. Payment will be made in accordance with the terms on invoice and from date of invoice. Customer fully understands and accepts Digital Office Solutions, Inc. credit terms. If nonpayment occurs, Digital Office Solutions, Inc. has the option to immediately stop all support for the customer and reserves the right to cancel the agreement. In addition to the payment then owing, a sum equaling 1.5% of the payment due for each month that the payment is delinquent shall also be due. Customer shall be responsible for any costs and for reasonable attorneys fees incurred by Digital Office Solutions, Inc. to collect delinquent payment from the customer.

Subsequent to the initial twelve month term, this agreement can be cancelled by either party by one party giving the other party at least 30 days prior written notice. Upon cancellation Digital Office Solutions, Inc. reserves the right to charge the customer for supplies shipped/installed by Digital Office Solutions, Inc. during the contract period on a prorated basis. Prorated charges will be calculated from the order/install date to the cancellation date based on manufacturer's recommended yields for each supply item. This includes but not limited to the following supplies: developer, drums/masters/imaging units, fuser oil, cleaning/web/heater rollers (upper and/or lower), maintenance kits and toner. Customer may return unopened prorated supplies previously shipped by Digital Office Solutions, Inc. for credit consideration pursuant to a Digital Office Solutions, Inc. return authorization.

This constitutes the entire agreement between the parties of this agreement and may not be amended or waived hereafter except in writing signed by the parties. Customer understands and hereby acknowledges that Digital Office Solutions, Inc. has not made and is not bound by any oral or written representations made by its sales personnel which do not appear on this agreement. The courts of the State of Delaware shall have exclusive jurisdiction and venue regarding any controversy or claim between the parties.

DIGITAL OFFICE SOLUTIONS, INC.

Delivery/ Pick-up Request Form

PURCHASE LEASE RENTAL DEMO LOANER

Ship To:
Customer: Town of Elsmere *SALES REP*
Address: 11 Poular Avenue Chad Fedorkowicz
_____ *REQUESTED*
_____ *DELIVERY DATE*
City: Elsmere 08/26/2019
State: DE *TIME FOR DELIVERY*
Zip: 19805
Phone/ Fax: 302-998-2215
Contact: Valarie Strzempa
I.D. # 3845 and 3844
Special Information: pick up 2 C364e copiers for return to leasing company - print meter and access code sheets
(ie: steps, loading, dock, electrical/phone line requirements etc.)

Machine Information

Brand / Model #: bizhub C458 - 2 NEW RECONDITIONED
Brand / Model #: _____ NEW RECONDITIONED

Accessories:

<u>Vendor Product Code</u>	<u>Description</u>
<u>bizhub C458 - ID:3845</u>	<u>Konica Minolta Full Color Copier SN/A79M011044304 (Town Hall)</u>
<u>_____</u>	<u>FS536SD + RU513 Finisher SN/A87GWYE011089.</u>
<u>_____</u>	<u>PK520 Punch Kit</u>
<u>_____</u>	<u>FK514 Fax Kit</u>
<u>_____</u>	<u>PC415 LCC SN/A9HF013067974</u>
<u>bizhub C458</u>	<u>Konica Minolta Full Color Copier SN/A79M011044281 (Police Dept)</u>
<u>_____</u>	<u>FS536 + RU513 Finisher SN/A87GWY3074090</u>
<u>_____</u>	<u>PK520 Punch Kit</u>
<u>_____</u>	<u>PC415LCC SN/A9HF013067972</u>

Supplies:

<u>Vendor Product Code</u>	<u>Description</u>	<u>Qty</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>

DOS, INC. SIGNATURE _____


CUSTOMER SIGNATURE

8-26-19
DATE