



# Océ-North America, Inc.

Customer Quotation



City of Costa Mesa  
Central Services

Quote #: Pending  
Effective Until: 7/13/05

### Current Expenditure For:

#### Océ 3100 Serial #20919

- Amount includes Principal, Interest, & Maintenance

#### Océ 3165NC Serial #11025

- Amount includes Maintenance Only
- No changes to current Lease Purchase Contract

#### Maintenance Details

- Fixed Pricing
- Supplies Included
- Annual Maintenance Pool @ 3 million, Excess .0099

Current Cost \$2,908.49

### Proposed Digital Upgrade Expenditure:

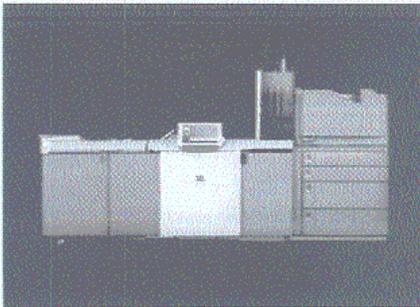
#### Océ VP 2110 Production Copier/Printer/Scanner, & Maintenance for both VP 2110 & 3165NC

- Includes Lease Purchase of all hardware & associated software
- Fixed Pricing for 60 Months
- Supplies Included
- Annual Maintenance Pool @ 3 million, Excess .0055
- Includes early termination upgrade for Océ 3100
- Applicable Tax Not Included

Proposed Cost \$2,930.67

Proposed Term: 60 Month, Lease Purchase, Option: \$101, Billing Frequency: Quarterly

Proposed Enhanced Configuration: Scan Logic (Scan-to-File capability with PDF and or TIFF option) / PDL-Postscript & PCL5e



This quotation is subject to the attached Terms and Conditions.  
THIS QUOTATION MUST BE FURTHER QUALIFIED BY THE OCE APPROVAL PROCESS AND PRICING MAY VARY

#### TERMS AND CONDITIONS

1. **CONTROLLING TERMS** - This quotation supersedes and merges all prior communications between Océ-USA, Inc. ("Océ") and Customer, except as specifically set forth herein, and the following terms, together with such terms as are set forth on the face of this quotation, and with such additional terms as are approved in writing by Océ, constitute the offer of Océ and shall, when accepted, constitute the entire contract between Océ and Customer. Océ hereby gives notice of its objection to any different or additional terms as may appear on Customer's purchase order or other acceptance or confirmation document.
  2. **ACCEPTANCE** - This quotation shall be deemed accepted upon receipt of Customer's purchase order in the case of sale transactions and, in the case of rental or lease transactions upon receipt of the Océ rental or lease agreement, as the case may be, executed on behalf of Customer together with Customer's confirming purchase order. Upon said acceptance, the contract shall be effective after, and shall survive, Océ headquarters verification and approval prior to delivery. Delivery, installation and other performance of work shall at all times be subject to Océ credit department approval. Océ may at any time decline to make any shipment or delivery or perform any work except upon receipt of payment or security or upon terms and conditions satisfactory to Océ.
  3. **PRICES/TAXES** - The price(s) stated herein are firm for thirty (30) days after the date hereof. Thereafter, such price(s) are subject to increase at any time prior to delivery as required to cover Océ's increased costs. Unless otherwise stated herein, said price(s) do not include applicable taxes, such as state and local sales and use taxes. Customer shall be invoiced for said taxes which Océ is required to pay or collect.
  4. **DELIVERY/RISK OF LOSS** - Unless otherwise stated herein, (a) Delivery and transfer of risk of loss will be FOB shipping point, Customer being responsible for transportation and handling costs, and (b) Océ may make separate delivery of unit(s) on multiple unit orders. Shipping or delivery dates are approximate and based on prompt receipt of all necessary information. Océ shall be excused for any delay due to circumstances or cause beyond the control of Océ in the reasonable conduct of its business.
  5. **CONFORMING GOODS** - If, upon receipt, any of the products delivered do not appear to conform to the contract, Customer shall immediately notify Océ and afford Océ a reasonable opportunity to inspect same. No material shall be returned without written consent of Océ. In no event shall Océ be liable for incidental or consequential damage by reason of failure to furnish conforming products.
  6. **INSTALLATION** - Unless otherwise stated herein, the price(s) set forth herein do not cover installation of equipment to be delivered, and Customer will be charged the installation fee as set forth in the current Océ Price List. Installation includes initial on-site assembly and testing and instruction in the proper operation of equipment by Océ trained representatives. Such services will be rendered during Océ's normal business hours. The cost of site preparation and any rigging is the responsibility of Customer.
  7. **INVOICING PAYMENT** - Océ shall invoice as of the date of delivery (or date of initial shipment if this quotation specifies delivery on other than FOB shipping point basis). Océ may separately invoice for each unit on multiple unit orders. Invoices are payable net upon receipt.
  8. **IN-PLACE EQUIPMENT** - If this quotation is related to conversion to purchase of In-Place equipment, Customer will be invoiced as of the date of Océ headquarters approval as set forth in paragraph 2 above. Customer will not be liable for fixed monthly rental or for minimum rental and meter charges for the period between Customer acceptance and Océ headquarters approval as set forth in paragraph 2 above. Customer will be billed for such charges in the event Océ headquarters declines to issue approval.
  9. **SECURITY INTEREST** - Océ reserves and Customer grants to Océ a purchase money security interest in the equipment delivered hereunder and any replacements, substitutions, and repairs thereto, as well as any and all proceeds of the foregoing for the purpose of securing any unpaid balances due and all other promises and obligations of Customer to Océ arising under this quotation and the resulting contract. Customer agrees to sign and execute, at any time, alone or with Océ, any financing statement or other document which Océ deems reasonably necessary to protect and continue Océ's security interest. Océ is also granted an irrevocable power of attorney to execute such financing statements or other documents on Customer's behalf. Customer shall prevent and hold Océ harmless against the assertions of interests or claims by third parties. When all of Customer's promises and obligations have been fully paid and satisfied, the Océ security interest shall terminate.
  10. **WARRANTY** - The following warranties are extended to customers who are original purchasers for use:
    - A. **Newly manufactured and remanufactured equipment ("EQUIPMENT")** - Océ shall repair or at its option replace parts (other than maintenance items and photoreceptors) determined by Océ to be defective in material or workmanship during the warranty period. The warranty period for EQUIPMENT is set forth on the front page hereof. During the warranty period, Océ shall also provide service adjustments during its normal business hours at no charge as determined necessary upon inspection by an authorized Océ Service Representative. At Customer's cost Océ may provide services during other than its normal business hours or services beyond the scope of this warranty.
    - B. **Customer's cost Océ may provide services during other than its normal business hours or services beyond the scope of this warranty. The foregoing equipment warranty does not apply to In-Place Equipment converted from rental/lease to purchase unless such conversion occurs less than 90 days after original installation (in the case of newly manufactured EQUIPMENT) or less than 30 days after original installation (in the case of remanufactured EQUIPMENT). In such cases the warranty period is set forth on the front page hereof.**
    - C. **Customer's cost Océ may provide services during other than its normal business hours or services beyond the scope of this warranty. The foregoing equipment warranty does not apply to In-Place Equipment converted from rental/lease to purchase unless such conversion occurs less than 90 days after original installation (in the case of newly manufactured EQUIPMENT) or less than 30 days after original installation (in the case of remanufactured EQUIPMENT). In such cases the warranty period is set forth on the front page hereof.**
  - D. **Customer's cost Océ may provide services during other than its normal business hours or services beyond the scope of this warranty. The foregoing equipment warranty does not apply to In-Place Equipment converted from rental/lease to purchase unless such conversion occurs less than 90 days after original installation (in the case of newly manufactured EQUIPMENT) or less than 30 days after original installation (in the case of remanufactured EQUIPMENT). In such cases the warranty period is set forth on the front page hereof.**
  - E. **Photoreceptors** - The warranty expressions for photoreceptors set forth in the current Océ Price List shall apply, whether or not such is attached. (Océ shall furnish same upon request.)
  - F. **Reprographic Supplies and Parts** - Océ shall repair or replace reprographic supplies and parts (i.e., toners, papers, films, developers, exposure lamps, parts and chemicals) at no cost when determined by Océ to have been defective in material or workmanship at the time of delivery, provided Customer returns same to Océ within 60 days after delivery.
  - G. **Warranty Exclusions** - Repair, replacement of parts and/or service adjustment required because of misuse, improper care or storage, negligence, alteration, accident use of incompatible supplies or lack of specified maintenance are not covered, nor are the replacement of maintenance items (including, but not limited to, exposure and projection lamps, viewing screens and InkJet Print Heads) made in connection with normal maintenance services.
  - H. **Geographic Limitation** - With respect to Equipment located outside the contiguous United States, Océ's sole warranty obligation shall be to replace parts determined by Océ to be defective in materials or workmanship and returned to Océ during the applicable Equipment warranty period.
11. **DISCLAIMER OF WARRANTIES** - THE FOREGOING WARRANTY EXPRESSIONS ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. AND THE EXISTENCE OF ANY SUCH OTHER WARRANTY IS HEREBY DENIED. USED EQUIPMENT IS SOLD "AS IS" AND Océ MAKES NO REPRESENTATIONS OR WARRANTIES IN RESPECT THEREOF.
12. **LIMITATION OF LIABILITY AND REMEDY** -
- A. The liability of Océ for breach of any warranty hereunder is limited to the repair or replacement of the equipment, supplies or parts in which the liability is based.
  - B. All other liability of Océ with respect to this quotation and resulting contract, or from the manufacture, installation, maintenance, repair or use of any equipment or supplies or parts covered by or furnished hereunder, whether in contract, or in tort, or otherwise, is limited to the amounts paid by Customer to Océ pursuant to the terms hereof.
  - C. Océ SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE.
13. **BREACH** - Any breach by Océ with respect to a unit(s) of equipment shall be deemed a breach with respect to that unit(s) only.
14. **NON-ASSIGNABILITY** - This quotation and/or the resulting contract may not be assigned by Customer without prior written consent of Océ.
15. **EQUAL EMPLOYMENT OPPORTUNITY** - Océ certifies that it is an Equal Opportunity Employer.
16. **FAIR LABOR STANDARDS ACT** - Océ certifies that all products covered by this quotation which are manufactured by Océ and all services performed by Océ are in compliance with the Fair Labor Standards Act.
17. **GOVERNING LAW** - This quotation and the resulting contract shall be governed in accordance with the law of the State of Illinois.
18. **EQUIPMENT MAINTENANCE** - If customer requests parts or service other than pursuant to an Océ service maintenance agreement, Customer agrees that it will pay charges for labor and materials in accordance with Océ's then current labor and travel time rates and part prices which are subject to change without notice. Invoices are payable upon receipt. Paragraphs 10C, 11, and 12 above apply to Time and Materials Service and govern Océ's warranty and liability obligations in connection therewith. If this quotation includes services pursuant to an Equipment Maintenance Agreement, the Océ Equipment Maintenance Agreement as well as the Océ Common Terms and Conditions set forth therein shall apply, whether or not said Equipment Maintenance Agreement and Common Terms and Conditions are attached. (Océ shall furnish same on request.)
19. **RENTAL** - If this quotation covers the rental of equipment by Customer, the Océ Terms of Rental set forth in the current Océ Rental Agreement and the Common Terms and Conditions shall apply whether or not said agreements are attached. (Océ shall furnish same on request.)
20. **LEASE** - If this quotation covers the lease of equipment by Customer, the terms and conditions set forth in Océ's current Term Lease or Term Rental Agreement and Common Terms and Conditions shall also apply, whether or not said agreements are attached. (Océ shall furnish same on request.)
21. **PURCHASE** - If this quotation covers the purchase of equipment by Customer, the terms and conditions set forth in Océ's current Product Purchase Agreement and Common Terms and Conditions shall also apply, whether or not said agreements are attached. (Océ shall furnish same on request.)
22. **SOFTWARE MAINTENANCE AND SUPPORT** - If this quotation covers the software maintenance and support of Customer's equipment, the terms and conditions set forth in Océ's current Software Maintenance and Support Agreement and Common Terms and Conditions shall also apply, whether or not said agreements are attached. (Océ shall furnish same on request.)
23. **SOFTWARE LICENSE** - If this quotation covers the software licensing of the Customer's equipment, the terms and conditions set forth in Océ's current Software License Agreement and Common Terms and Conditions shall also apply, whether or not said agreements are attached. (Océ shall furnish same on request.)
24. **TRADE-INS** - Customer agrees to transfer and assign to Océ title to all trade-in products applicable hereunder. Customer warrants to Océ that it has clear merchantable title to all such trade-in products and that they will be in the same condition upon delivery to Océ as on the date of this quotation.



## Océ Financial Services, Inc.

Amendment

OFSI Origination office: 5450 Cumberland Avenue Chicago IL 60656  
 OFSI Administrative office: 5600 Broken Sound Blvd. Boca Raton FL 33487

Customer: City of Costa Mesa  
 Contract No: \_\_\_\_\_

**THIS AMENDMENT IS ATTACHED TO AND MADE A PART OF** the Term Rental dated 7/5/01 between Océ Financial Services, Inc ("OFSI"), as Lessor, and The City of Costa Mesa, as Lessee. (Customer reference of Purchase Order Number CITY 999-913.

**CHANGE OF RENTAL / LEASE PAYMENT**

Effective with the \_\_\_\_\_ payment due on \_\_\_\_\_, the RENTAL / LEASE PAYMENT will be INCREASED/DECREASED from \$5,730 to \$2,821.51. This new payment will be due for the balance of the RENTAL / LEASE Term.

The change to the payment is as a result of the following changes to your contract:

Contract Changes/Comments
<small>Oce 3100 Serial #20919 Upgrade Extraction Amendment from Current Lease Agreement Executed 7/5/01 through 10/5/2006</small>

*Except as contained herein, the terms and conditions of the Lease shall remain in full force and effect. This Lease will not commence and will not be binding on us until accepted by us.*

Customer Authorized Signature	Océ Authorized Signature
Customer Name: _____	Date: _____
Authorized Signature: _____	Accepted by: _____
Name (print): _____	Name (print): _____
Title: _____ Date: _____	Title: _____