

ADDENDUM TO THE ORDER AGREEMENT BETWEEN THE VILLAGE OF STICKNEY AND KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.

This Addendum (this "Addendum") to the agreement previously entered into on the 27 day of March, 2019 by and between the Village of Stickney (the "Village") and Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") (the "Original Agreement") is attached to and made a part of the Original Agreement, which includes the KMBS Standard Sales Terms and Conditions – Schedule A (Updated December 1, 2018) (the "Terms and Conditions"). Together, this Addendum and the Original Agreement may be referred to as the "2019 Agreement."

In consideration of the mutual covenants and agreements hereinafter contained and as set forth in the Agreement and this Addendum, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby mutually agreed by and between the Village and KMBS to amend the Agreement as follows:

- A-1. Integration. The Original Agreement and this Addendum shall be deemed to be one and the same instrument. All capitalized terms not specifically defined in this Addendum shall have the same meaning as given to such terms in the Original Agreement. To the extent that any conflicts exist between the Original Agreement, and this Addendum, the terms and provisions of this Addendum shall in all instances control and prevail. Except where specifically amended herein, all terms and conditions of the Agreement remain in full force and effect. This Addendum may not be modified or altered except in a writing signed by authorized representatives of both the Village and KMBS.
- A-2. Amendment to Section 110 of the Terms and Conditions. Section 110 of the Terms and Conditions shall be updated as follows:

110. WARRANTY: KMBS warrants that the Products are free from all defects in material and workmanship. This warranty extends to the original buyer and shall be for a period of one hundred-eighty (180) days. Within the period of this warranty, KMBS shall repair or replace, free of charge, any of the Products proving defective in material or workmanship. All repairs or replacements must be performed by KMBS or its agent. All such repairs or replacements shall be made within three (3) business days of written notice by the Village of such a defect. All expenses incurred by the Village during this warranty period resulting from defective Products shall be borne by or reimbursed by KMBS.

~~ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE ARE HEREBY DISCLAIMED BY KMBS AND WAIVED BY CUSTOMER. IF ANY 3RD PARTY~~

~~SOFTWARE OR SERVICES ARE INCLUDED AT THE TIME OF SALE, THOSE WARRANTIES WOULD BE COVERED UNDER THE 3RD PARTY END USER LICENSE AGREEMENT OR THE MASTER AGREEMENT BETWEEN THE 3RD PARTY AND KONICA MINOLTA.~~

- A-3. Amendment to Section 112 of the Terms and Conditions: Section 110 of the Terms and Conditions is amended as follows:

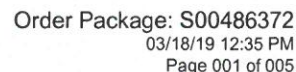
112. APPLICABLE LAW: This Agreement shall be governed by the laws of the State of Illinois ~~New Jersey~~, without regard to choice of law principles. ~~In the event of litigation or other proceedings by KMBS to enforce or defend any term or provision of this Agreement, Customer agrees to pay all costs and expenses sustained by KMBS, including but not limited to, reasonable attorney's fees.~~ Customer further agrees to litigate any dispute concerning this matter in the federal or state courts in the State of Illinois ~~New Jersey~~ and consents to jurisdiction in that forum and waives the right to jury trial.

- A-4. Counterparts. This Addendum may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Addendum and transmitted by facsimile or electronic mail shall have the same effect as an original signature. The Village and KMBS agree that this Addendum or any document created pursuant to this Addendum, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. In any legal proceeding relating to this Addendum, the Village and KMBS waive their right to raise any defense based on the execution of this Addendum in counterparts or the delivery of such executed counterparts by copy, facsimile, or electronic delivery.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed as of the date last written below.

THE FOREGOING IS HEREBY APPROVED AND ACCEPTED:

By:	_____ Jeff Walik Village President, Village of Stickney	Date	_____
By:	_____ XX John McPartlin Representative, KMBS	Date	3/27/19



Check Applicable Box

☒ Purchase☐ **Lease**☐ **Other:**

INVOICE TO		Account #		SOLD TO		Account # SO 0000882641		SHIP TO		Account #	
Legal Name VILLAGE OF STICKNEY				Legal Name VILLAGE OF STICKNEY				Legal Name VILLAGE OF STICKNEY			
Attn Line 1				Attn Line 1				Attn Line 1			
Attn Line 2				Attn Line 2				Attn Line 2			
Street Address 6533 W PERSHING RD				Street Address 6533 W PERSHING RD				Street Address 6533 W PERSHING RD			
City STICKNEY		State IL		Zip 60402-4048		City STICKNEY		State IL		Zip 60402-4048	
Tax Exempt <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Copy Required)		Tax Exempt #		P.O. Required <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Copy Required)		P.O. #		P.O. Expiration Date			
Payment Terms: NET 30 DAYS				<input type="checkbox"/> Yes, I want to pay by Credit Card. Please provide contact name/phone below. <input type="checkbox"/> Pay in Full (including applicable tax) <input type="checkbox"/> Partial Payment, Amount \$ _____ Contact Name: _____ Phone: _____				Check Amount Check #			

Requested Delivery Date: SEE ATTACHED

Maintenance Contract ☒ Accepted ☐ Declined

[illegible]

QTY	MATERIAL #	SUPPLY - MATERIAL DESCRIPTION		PRICE EACH	EXTENDED
1	A9E8430	TONER TN514C (YIELD: 26,000)	N/A	\$ 0.00	\$ 0.00
1	A9E8130	TONER TN514K (YIELD: 28,000)	N/A	\$ 0.00	\$ 0.00
1	A9E8330	TONER TN514M (YIELD: 26,000)	N/A	\$ 0.00	\$ 0.00
1	A9E8230	TONER TN514Y (YIELD: 26,000)	N/A	\$ 0.00	\$ 0.00
			N/A		
			N/A		

ADDITIONAL CHARGES

☐ Network ☐ Removal ☐ Other

Additional Charges

TOTAL	\$ 11,600.00
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(TOTAL is exclusive of applicable taxes)

PICK-UP

Requested Removal Date: 03/21/2019

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER
1	A00J010	**BIZHUB C550	A00J010011584

COMMENTS

Maintenance Agreement

Customer Information																																																																								
Sold to Acct #: 0000882641			Payer/Bill to Acct #:			Ship to Acct #:																																																																		
Name: VILLAGE OF STICKNEY			Name: VILLAGE OF STICKNEY			Name: VILLAGE OF STICKNEY																																																																		
Attn/Dept:			Attn/Dept:			Attn/Dept:																																																																		
Ste/Rm:			Ste/Rm:			Ste/Rm:																																																																		
Address: 6533 W PERSHING RD			Address: 6533 W PERSHING RD			Address: 6533 W PERSHING RD																																																																		
City: STICKNEY			City: STICKNEY			City: STICKNEY																																																																		
State: IL Zip: 60402-4048			State: IL Zip: 60402-4048			State: IL Zip: 60402-4048																																																																		
Tax Exempt Customer? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			Tax Exemption Number:			Tax Exemption Certificate must be attached when applicable.																																																																		
PO Required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			PO Number:			PO Expiration Date:		PO must be attached when applicable.																																																																
<input type="checkbox"/> Individual PO <input type="checkbox"/> Blanket PO			PO Contact:			Email:		Ph:																																																																
Fleet Manager? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			Name:			Email:		Ph:																																																																
Coverage / Billing Options																																																																								
Coverage Options:			MFP			Wide Format																																																																		
Select Options:			<input checked="" type="checkbox"/> Supply Inclusive <input type="checkbox"/> After Hours Service - Requires After Hours Agreement <input checked="" type="checkbox"/> Decline Digital Connected Support*			Select Options: <input type="checkbox"/> Toner (Black Only) <input type="checkbox"/> 20lb Bond Roll Paper <input type="checkbox"/> Decline Digital Connected Support*																																																																		
* Digital Connect Support will be added automatically billed at \$12.00 per serial number monthly, unless declined above.																																																																								
Billing Options:			MFP			Wide Format																																																																		
Initial Term in Months:			<input type="checkbox"/> 36 <input type="checkbox"/> 48 <input checked="" type="checkbox"/> 60 <input type="checkbox"/> Other _____			<input type="checkbox"/> 36 <input type="checkbox"/> 48 <input type="checkbox"/> 60 <input type="checkbox"/> Other _____																																																																		
Flat Rate Frequency:			<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually			<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually																																																																		
Meter Frequency:			<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually			<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually																																																																		
Aggregate Volume:			<input type="checkbox"/> B/W <input type="checkbox"/> Color			<input type="checkbox"/> B/W <input type="checkbox"/> Color																																																																		
Effective Date:			<input checked="" type="checkbox"/> On Install <input type="checkbox"/> Date: _____			<input type="checkbox"/> Date: _____																																																																		
Billing Day:			<input checked="" type="checkbox"/> Selected by KMBS <input type="checkbox"/> Preferred Day: _____ (29th, 30th, and 31st are not an available selection)			<input type="checkbox"/> Preferred Day: _____ (29th, 30th, and 31st are not an available selection)																																																																		
Maintenance Pricing																																																																								
Internal Use																																																																								
MA #:																																																																								
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For Internal Use																																																																								
Maintenance: <input type="checkbox"/> with Equipment Order <input type="checkbox"/> Maintenance Only <input type="checkbox"/> Billed by KMBS <input type="checkbox"/> Billed by Lease Company <input type="checkbox"/> Dealer Serviced																																																																								
Sales Rep Number		Sales Rep Name		Sales Rep Email Address		Sales District																																																																		
120605		JOHN MCPARTLIN		JMCPARTLIN@KMBS.KONICAMINOLTA.US		24403																																																																		
120605		JOHN MCPARTLIN		JMCPARTLIN@KMBS.KONICAMINOLTA.US		Processed																																																																		
120605		JOHN MCPARTLIN		JMCPARTLIN@KMBS.KONICAMINOLTA.US		<input checked="" type="checkbox"/> Branch <input type="checkbox"/> Windsor																																																																		

KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.

100 Williams Drive, Ramsey, NJ 07446 (201) 825-4000 www.kmbs.konicaminolta.us

Form: 1011-050117-OS

3/27

Equipment Removal Authorization

Customer: VILLAGE OF STICKNEY

Pick Up Address: VILLAGE OF STICKNEY, 6533 W PERSHING RD, STICKNEY, IL, 60402-4048

Equipment being removed from Customer's Location:

Make: <u>C550</u>	Model: <u>**BIZHUB C550</u>	Serial Number: <u>A00J010011584</u>
Make: _____	Model: _____	Serial Number: _____
Make: _____	Model: _____	Serial Number: _____

☒ **Customer Owned Asset:**

Customer represents and warrants that it has good title to the equipment, free and clear of any lien, mortgage, encumbrance or security interest of any kind. Customer agrees to defend, indemnify and hold Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") harmless from any loss, damage claim, liability or expense of any kind (including, but not limited to, court costs and attorney's fees) arising or resulting from a breach of this representation and warranty of good title and/or the authority, expressed or apparent, of Customer to trade-in or transfer the equipment. Upon signing this Agreement, Customer surrenders possession of the equipment and all components contained therein to KMBS. Customer further agrees that the surrendered equipment will be available for pick-up at the same time that any new equipment is delivered. If the surrendered equipment is not available for pick-up at time of new equipment delivery, customer will be invoiced an additional charge for the separate pick-up.

☐ **Lease Company Owned Asset:**

Lease Company Name: _____ Lease #: _____

- | | |
|--|--|
| <input type="checkbox"/> Upgrade to Return | KMBS will resolve current lease obligation. Asset belongs to the Lease Company. KMBS will ship back to Lease Company. |
| <input type="checkbox"/> Upgrade to Keep | KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below. |
| <input type="checkbox"/> Buyout to Keep | KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below. |
| <input type="checkbox"/> End of Lease Return | Asset belongs to the Lease Company. KMBS will return equipment listed above to the respective leasing company upon receipt of a written Return Authorization Letter and Shipping Instructions. In the event KMBS does not receive a Return Authorization Letter and Shipping Instructions within 90 days of equipment pick up from Customer's location, and Customer has not made additional arrangements with KMBS for storage, the equipment listed above will be returned to Customer's location of pick up with no further obligation of KMBS. |

Unless itemized as part of the equipment order, KMBS will invoice the Customer for the Shipping Fee(s) associated with return of the equipment to the designated return address provided by the Lease Company.

Shipping Fee(s) to Be Invoiced to Customer: _____

End of Lease Return requiring interim storage of equipment requires pre-authorization from the Regional Operations Manager and Market Vice President and is subject to availability of storage space in a KMBS warehouse or arrangement for offsite storage.

Comments:

MyKMBS.com Access Request Form

Customer Name: VILLAGE OF STICKNEY

Business Class: ☐ Corporate Acct ☐ National ☐ Government ☒ Branch

New or Existing Customer: ☐ New ☒ Existing

SAP Account #: 0000882641/0000882641
Required if existing

Serial Number(s):	1	_____	4	_____	7	_____
<small>(Include at least one)</small>	2	_____	5	_____	8	_____
	3	_____	6	_____	9	_____

USER

Role: ☒ Fleet Manager* ☐ Local Manager** ☐ Meters Only ☐ Order Supplies Only ☐ Service Calls Only

If Fleet Manager or Local Manager is selected, also check one of the following:

☐ Set-up to view all locations ☐ Set-up to view only the location(s) linked to specified serial number(s)

First Name: BETH
Required

Last Name: LUKAS
Required

Email: BLUKAS@VILLAGEOFSTICKNEY.COM
Required

USER

Role: ☐ Fleet Manager* ☐ Local Manager** ☐ Meters Only ☐ Order Supplies Only ☐ Service Calls Only

If Fleet Manager or Local Manager is selected, also check one of the following:

☐ Set-up to view all locations ☐ Set-up to view only the location(s) linked to specified serial number(s)

First Name: _____

Required

Last Name: _____

Required

Email: _____

Required

USER

Role: ☐ Fleet Manager* ☐ Local Manager** ☐ Meters Only ☐ Order Supplies Only ☐ Service Calls Only

If Fleet Manager or Local Manager is selected, also check one of the following:

☐ Set-up to view all locations ☐ Set-up to view only the location(s) linked to specified serial number(s)

First Name: _____

Required

Last Name: _____

Required

Email: _____

Required

* Fleet Manager - All capabilities of Local Managers as well as the ability to manage users and see reports.

** Local Manager - Gives user the ability to place supply orders, initiate service calls, report meter reads and pay invoices by credit card.

Have customer alert his/her IT Department to accept the following email addresses:

meterreads@kmbs.konicaminolta.us activation@kmbs.konicaminolta.us extranet@kmbs.konicaminolta.us

KMBS

Representative: JOHN MCPARTLIN Territory Code: 120605

Sales Manager: ANTONETTE TOBIN Territory Code: 103023

Corporate Acct Mgr: _____ Territory Code: _____

Branch Name: 244 - DOWNERS GROVE Branch Number: 244
If Applicable

Branch forms are to be submitted with your sales order to your local branch administrators

For Corporate, National, and Government accounts, email completed form to mykmbs.nad@kmbs.konicaminolta.us

COMMENTS

Order Package Acceptance Agreement

Customer Name/Address:

VILLAGE OF STICKNEY
6533 W PERSHING RD
STICKNEY, IL 60402-4048

Customer's signature below constitutes Customer's acceptance of the preceding forms in this Order Package (as identified by Order Package ID S00486372 time stamped 03/18/19 12:35 PM).

Customer's signature below also acknowledges Customer's consent to:

a) 'KMBS Standard Sales Terms and Conditions - Schedule A (Updated December 1, 2018)' and

b) 'KMBS Standard Maintenance Terms and Conditions - Schedule A (Updated December 1, 2018)',

both of which are available in hardcopy upon request or online at <https://kmbs.konicaminolta.us/SalesTerms-L86B> and <https://kmbs.konicaminolta.us/MaintenanceTerms-N04D> respectively, terms of which are incorporated into this agreement. If payment by credit card is indicated above, Customer hereby grants KMBS the authority to charge the Customer's credit card in the amount indicated (plus applicable taxes). KMBS assumes no responsibility to pick-up, return to any party, and/or resolve any financial obligations on any existing Customer equipment except as specifically stated in this Agreement or separately executed form.

Not binding on KMBS until signed by KMBS Manager.

Authorized Customer Representative

Name: _____
(Please Print)

Signature: _____

Title: _____

Date: _____

KMBS Representative

Name: John McPartlin
(Please Print)

Signature: _____

Date: 3/27/19

KMBS Manager

Name: Antoinette Tobin
(Please Print)

Signature: _____

Date: 3/27/19