



Pricing Schedule for Advanced MFP Devices

Customer	Customer Contact Information	Customer Number	Schedule Number
Village of Orland Park	Dave Buwick	1621	A-10
Internal Service Blanket Agreement Number	Length of Term	Commencement Date (Start of Term)	Account Executive
6000101	12 Months	02/01/2021	Tom Kosloskus

Brand & Model (Required)	Serial # (Required)	Base Monthly Charge:	Black and White Prints		Color Prints	
			Number of Copies/Prints Included in Base Monthly Charge:	Cost For Each Additional Print	Number of Copies/Prints Included in Base Monthly Charge	Cost For Each Additional Print:
Xerox C70 (RA)	E2B648858	\$0	0	\$0.0085	0	\$0.08
Xerox 7845 (CAC)	MX4765667		0	\$0.0085	0	\$0.08
Xerox 7855 (SP)	MX4361280		0	\$0.0085	0	\$0.08
Xerox 7225 (PD-E)	LX5824159		0	\$0.0120	0	\$0.085

Declaration
Capitalized terms that are not defined in this Schedule shall have the meaning assigned to them in the Agreement. Except as set forth above, the Agreement shall continue in full force and effect. In the event of a conflict between the terms of the Agreement and this Schedule, this Schedule shall control.
Due to rising labor and raw material costs, Next Day Plus reserves the right to increase the pricing schedule by 0% to 5% for each year of the contract term or renewal term(s).

Accepted By: Next Day Plus	
Signature:	
Print Name:	
Title:	
Date:	

Accepted By: Customer	
Signature:	
Print Name:	
Title:	
Date:	



T 708+478+1000

F 708+478+1770

11411 West 183rd Street, Suite A
Orland Park, IL 60467

Laser Printer Equipment Service Contract – HP OEM

Bill To	Customer Number Internal SBA Number	Customer Contact Information	Account Executive
Village of Orland Park 14700 Ravinia Ave Orland Park, IL 60462	1621 6000115	David Buwick dbuwick@orlandpark.org (708)403-6212	Tom Kosloskus

Contract ID	111220VOP	Contract Desc.	Cost Per Page	Start Date	02/01/2021	End Date	01/31/2022
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Next Day Toner Supplies d/b/a Next Day Plus ("NDP", "Supplier")
Maintenance Agreement, Terms & Conditions effective 02/01/2022

NDP agrees to provide service and maintenance support to the named customer listed above ("Customer", "you") for the equipment models, listed in the attachment **Exhibit B**, made part of this agreement by NDP at the Customer location listed.

Customer agrees that Supplier will be considered Customer's exclusive preferred supplier of supplies for HP equipment as listed in **Exhibit B**. NDP will provide Customer with Genuine HP supplies and all service labor and repair parts needed to maintain the equipment in good working condition. The cost of service is included in the cartridge price (or cost per page). Due to rising supplies, labor and service costs, Supplier reserves the right to increase the pricing provided up to 5% at the start of each Agreement year over the length of this Agreement. Notice of this increase will be provided no less than thirty (30) days in advance of each calendar year anniversary of the commencement date.

1. **TERM AND TERMINATION:** The term of this Agreement is one (1) year ("Term"). If either party fails to comply in any material respect with any of the covenants, agreements or conditions in this Agreement and such failure continues for thirty (30) calendar days after written notification from the non-breaching, the non-breaching party may, at its sole discretion and in addition to any other right or remedy available under applicable law or in equity, terminate this Agreement upon the expiration of such thirty (30) day period.

2. **SERVICE AVAILABILITY:** NDP will provide service and maintenance under the terms of this agreement during NDP business hours, 9:00am-5:00pm Monday through Friday except federal holidays and other holidays determined by NDP. It is agreed that NDP will respond to all service calls within four (4) business hours of the established "Service Availability" working hours. A preventive maintenance inspection will be scheduled for each machine at the time of service.

3. **DATA COLLECTION AGENT:** Customer must use a NDP provided Data Collection Agent (DCA). NDP will provide the use of a DCA to aid NDP and the Customer in service, maintenance, and auto toner replenishment under the terms of this agreement. It is agreed that NDP will assist in the installation and pay for all licensing fees/costs from the DCA software provider. Customer is responsible and liable for the hardware, maintenance and security of said hardware devices that the software is installed upon. Customer has also read and agreed with the provided terms of the DCA.

4. **AUTO TONER REPLENISHMENT:** NDP will utilize the provided Data Collection Agent (DCA) to provide the Customer with Auto Toner Replenishment (ATR). NDP will review the supply levels for the models covered under this Agreement, listed in **Exhibit A**. As a supply level hits a predetermined threshold percentage of life remaining, the necessary supply will be automatically shipped to replenish the Customer's onsite inventory.

5. **DELIVERY:** All orders received before 5:00 PM Central Time will be shipped UPS ground from one of NDP's Distribution Center's throughout the United States. All goods will be shipped F.O.B. to the "Ship To" location provided by Customer, freight paid by NDP. All packaging will be appropriately marked with the order number and contents and there is no minimum quantity or purchase amount for any Customer order.

6. **PARTS, MAINTENANCE KITS, and ACCESSORIES:** All worn and damaged parts, maintenance kits, and accessories will be purchased and installed at NDP's expense, when NDP deems the part worn and/or damaged, except for exclusions as set forth herein. Accessories are defined by the manufacturer in the printer's manual (paper trays, duplexers, stackers, envelope feeders, etc.).

7. **COLOR CONSUMABLES:** All worn and damaged color consumables (i.e. drums, fuser kits, transfer kits, etc.) will be purchased at NDP's expense and installed at the Customer's expense, when NDP deems the consumable worn and/or damaged, except for exclusions as set forth herein. Color consumables are defined by the manufacturer as user replaceable items such as fusers, transfer kits, drums, etc.

8. ADD/DELETE EQUIPMENT AND LOCATIONS: You may delete models from the equipment service contract at any time with notice to NDP. Models may be added at any time after NDP has inspected and approved for inclusion. The customer may include additional equipment locations (as listed above) upon approval from NDP. The models covered are listed below in **Exhibit B**.

9. EQUIPMENT LOANER/ REPLACEMENT: NDP offers comparable loaner equipment in the event our technician is unable to repair your equipment in a reasonable time period at no cost to customer. If a printer is not repairable in normal life and usage, NDP will replace the printer with a like or better model of the same manufacturer at NDP's expense.

10. EXCLUSIONS: Service and maintenance provided under this Agreement does not include replacement parts, consumables, and labor arising from, related to or made necessary by: use of equipment in a manner not recommended by the OEM; failure to provide a suitable installation environment, including but not limited to, adequate power, air conditioning or humidity control; customers improper use, management or supervision of equipment covered; accident and disaster, including but not limited to, fire, flood, water, wind, lightning; electrical work, devices, cables and other equipment external to the equipment. This agreement also excludes all media. i.e. paper, staples, etc.

11. LIABILITY: Other than as agreed herein, NDP shall not be held responsible due to the use or inability to use NDP toner supplies. Neither party, nor its officers, directors, employees or affiliates shall be liable to the other for any special, indirect, incidental, consequential, punitive or exemplary damages, including, but not limited to, lost profits, business interruption, loss of data, even if such party alleged to be liable has knowledge of the possibility of such damages. Excluding only: (a) the indemnification obligations set forth herein and (b) either party's gross negligence or willful misconduct, a party's aggregate liability under this Agreement shall not exceed the total amount of consideration paid by (or properly due and owing to) Customer to Supplier under this Agreement.

12. FORCE MAJEURE: In the event of fire, flood, earthquake, strikes, war, act of God or any causes beyond the reasonable control of the Supplier that causes any interruption to the supply chain ("Force Majeure Event"), Supplier will forward all on hand inventory information to Customer within five (5) business days, and Customer shall have the option to purchase through other sources, without liability to Supplier, for a reasonable period during and after the Force Majeure Event.

13. ENTIRE AGREEMENT: Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms, and further agrees that this Agreement and the exhibits annexed hereto constitute the complete and exclusive statement of the agreement between the parties and supersedes and merges all prior proposals, understandings, and all other agreements, oral and written, between the parties relating to the subject matter of this Agreement.

14. INDEMNIFICATION: Each party shall indemnify and hold harmless from and against any claim, loss, liability, or expense, including but not limited to, damages, costs and attorney fees, arising out of or in connection with any act of omissions of the other party, its agents or employees.

15. CUSTOMER DEFAULT: NDP has offered the named customer net terms of 30 days. If the customer fails to honor undisputed NDP invoices in excess of forty-five (45) days from the date of invoice, NDP may terminate this Supplies Agreement with a thirty (30) day written notice to the named customer unless named customer has cured any such failure within such thirty (30) day period.

16. PUBLICITY: Neither party will initiate publicity or otherwise issue a press release, advertisement or promotion regarding Customer's purchase or use of goods or services covered by this Agreement without the prior written approval of the other except that: (i) either party may make disclosures required by legal, accounting or regulatory requirements; (ii) Supplier may refer to Customer in customer lists and/or correspondence with prospective clients; and (iii) Supplier may refer to this Agreement in communications with investors or prospective customers. Customer's trade names, logos, trademarks, trade devices, trade dress, service marks, symbols, abbreviations or registered marks, or contractions or simulations thereof, or any other indicia of ownership of Customer ("Customer Marks") are and shall remain Customer's exclusive property. Supplier, on its behalf and on the behalf of all of its employees, agents or contractors, acknowledge that nothing in this Agreement shall serve to transfer any ownership rights in the Customer Marks. Any and all use of Customer Marks by Supplier (if any) is subject to the prior written approval of Customer.

17. CONFIDENTIAL INFORMATION: It is your sole responsibility to remove all confidential information contained on the equipment prior to Next Day Plus servicing and/or receiving possession of the equipment. If the information is not removed, it may end in the possession of a third party. NDP hereby disclaim responsibility and liability for any and all damages caused in whole or in part by your failure to (1) remove confidential documents from the scan trays and output bins (2) remove confidential information from the equipment hard drive or (3) to comply with an applicable State or Federal law concerning the protection and non-disclosure of confidential information.

COST PER PAGE PRICING

Monochrome Pages	\$0.011 per page
Color Pages	\$0.079 per page

The terms and conditions stated in this herein constitute the entire Agreement between Customer and NDP related to the subject matter hereof. The terms and conditions of this Agreement shall supersede any inconsistent terms and conditions in Customer's quotations, proposals, RFP's or other documents or in NDP's purchase orders, order acknowledgements or other documents unless such documents had been approved in writing and signed by an authorized representative from both parties.

If you have any questions or require information about your Agreement, please contact your Account Executive,

Next Day Plus
11411 W. 183rd Street
Suite A
Orland Park, IL 60467
P: 708-478-1000
F: 708-478-1770

NDP Representative

Print Name

Title

Date

Customer Signature

Print Name

Title

Date

Exhibit A
(Locations)

Street Address	City	State	Zip Code
14700 S Ravinia Ave	Orland Park	IL	60462
15655 S Ravinia Ave	Orland Park	IL	60462

Exhibit B
(Equipment List)

Device Name	Serial No		
HP LJ M4555	MXDCDBG151		
HP Color M880	MXCCG490FN		
HP Color M880	MXBCG351X5		
HP Color M880	MXBCG4917F		
HP LJ M425dn	CNF8G2W8TP		
HP LJ M425dn	CNF8G35GMS		