

## **Non-OPS Entity Buyer Master Agreement**

This Non-OPS Entity Buyer Master Agreement is made as of **October 6, 2022** between **RICOH CANADA INC.** (the "Vendor") and **Corporation of the Municipality of Lambton Shores** (the "Buyer" or "Customer").

### **Background:**

The Vendor and Her Majesty the Queen in right of Ontario, as represented by the Minister of Government Services, have entered into a Master Agreement for VOR # 11359 for Workplace Print and Services made as of March 1, 2020. (the "Ontario Master Agreement").

In order to place orders and acquire Services and Deliverables from the Vendor, the Buyer must enter into a separate agreement with the Vendor that will adopt some terms and conditions of the Ontario Master Agreement and include further specific amendments (business, legal and policy) as mutually agreed between Vendor and Buyer to enable a legal relationship to exist between the Buyer and Vendor.

For consideration, the receipt and sufficiency of which is acknowledged by the parties, the Buyer and the Vendor acknowledge and agree as follows:

### **(a) Adoption**

The Buyer and the Vendor agree that this agreement is a separate legal agreement that will include those provisions of the Ontario Master Agreement that are not expressly amended in this Agreement. This agreement between the Buyer and the Vendor that is being created by the adoption of the Ontario Master Agreement and the amendments referred to herein will be referred to as the "**Buyer Master Agreement**". For certainty, Her Majesty the Queen in Right of Ontario is not a party to or a guarantor under the Buyer Master Agreement.

### **(b) Amendments:**

The following provisions of the Ontario Master Agreement will be amended for the purposes of this Buyer Master Agreement:

#### **Amendment No. 1**

All references in the Ontario Master Agreement to "Ontario", "OPS", "Ministry", "MGCS", "Her Majesty the Queen in right of Ontario", "Client(s)", "Crown" and "Attorney General" shall be read as the "Buyer", unless unreasonable from the context. All references in the Ontario Master Agreement to "Ricoh Canada Inc." or to "Supplier" shall be read as the "Vendor", unless unreasonable from the context.

#### **Amendment No. 2**

Section 28.01 Notices by Prescribed Means is hereby deleted and replaced with:

Section 28.01 Notices by Prescribed Means – Notices shall be in writing and shall be delivered by postage prepaid envelope, personal delivery, or facsimile and shall be addressed to

respectively:

- (a) To the Vendor to the attention of:  
Ricoh Canada Inc.  
Legal Department  
100-5560 Explorer Drive,  
Mississauga, Ontario  
L4W 5M3  
Fax: 905-795-6948  
Email: [legal@ricoh.ca](mailto:legal@ricoh.ca)

With a Copy to: Dave Swan [dave.swan@ricoh.ca](mailto:dave.swan@ricoh.ca)

To the Buyer to the attention of: Julie Wiseman, CMRP  
Deputy Treasurer [jwiseman@lambtonshores.ca](mailto:jwiseman@lambtonshores.ca)

4 Ontario St. N, PO Box 340  
Grand Bend, ON N0M 1T0  
(P) 519-243-1400 x8114 or 1-866-943-1400  
[www.lambtonshores.ca](http://www.lambtonshores.ca)

Notices shall be deemed to have been received:

- (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or
- (b) in the case of personal delivery or facsimile one (1) Business Day after such notice is received by the other Party.

### **Amendment No. 3**

Section 4.12 (Return of Equipment) is hereby amended to add the following sentence at the end of paragraph (b): "Buyer shall, until the return of the Eligible Equipment, bear full risk of loss or damage to the Eligible Equipment and shall maintain 'all risks' property insurance for the full replacement value thereof. Risk of loss or damage shall transfer back to the Supplier upon the full return of the Eligible Equipment."

### **Amendment No. 4**

The Buyer acknowledges and agrees the Redeployment Pool Services set out in Article 10 of Schedule "C" (Services Specifications) of the Ontario Master Agreement may not be available to Non-OPS Entities. Subject to availability of storage, Vendor may, but shall not be required to, provide Redeployment Pool Services to Buyer.

#### **Amendment No. 5**

Notwithstanding anything to the contrary in the Ontario Master Agreement, to the extent that the Supplier is not the licensor of software or service subscriptions acquired or supplied pursuant to an Order, the terms of the third party licensor's end user license or terms of use, as applicable, shall apply to the installation and use of the software.

#### **Amendment No.6**

Notwithstanding anything to the contrary in Section 2.05 and 26.01 (g) of the Ontario Master Agreement, Vendor may assign its rights under this Buyer Master Agreement or any Order made pursuant to it for financing purposes but shall remain responsible for the performance of its obligations hereunder.

#### **Amendment No. 7**

In the event Buyer terminates an Order due to the circumstances of Non-Appropriation of funding described in Section 26.03, Buyer shall not replace the Equipment subject to the terminated Order due to Non-Appropriation with substitute equipment or services from Supplier or a third-party.

#### **Amendment No 8.**

In the event of early termination of a Rental Arrangement by the Buyer pursuant to Section 26.05 (Early Termination of Rental Arrangement by Client) (a) (termination without cause) or (b) (termination due to irreparable damage) and notwithstanding anything to the contrary in Schedule A, Part B Section 1.10 and 1.11 of the Ontario Master Agreement, the Buyer shall pay to Vendor, in addition to any rental payment amounts then due and owing to the effective date of termination, an Early Termination Charge calculated using the formula: 90% of the monthly rental payment amount multiplied by the number of months remaining in Rental Arrangement term as if it had not been terminated early. The Early Termination Charge will apply to any early termination of a Rental Arrangement by the Buyer pursuant to Section 26.05 (a) and (b), regardless of the Category of Equipment.

#### **Amendment No 9.**

All Software Licenses and Software Maintenance and Support ordered by the Buyer and paid for in monthly installments as part of the monthly payment are purchased rather than rented and the payment obligations for such Software or Software Maintenance are non-cancellable with the balance of payments in full due upon early cancellation of the applicable rental Order.

#### **(c) Orders**

The Buyer may acquire Eligible Equipment from Vendor by delivering to Vendor for acceptance a Purchase Order ("Order") in a form to be mutually agreed between the parties. All Orders represent a binding obligation on the Buyer once delivered to Vendor and each Order must state that the Order is subject to the terms and conditions of this Agreement. The Buyer acknowledges and agrees that, to the extent the Buyer delivers to Vendor an unsigned or electronically transmitted Order, Vendor is entitled to rely upon the Order as though it had been signed by an authorized representative of Buyer. In the event the Order includes any terms and conditions which are in addition to, or in conflict with, the terms and conditions of this Agreement, such additional or conflicting terms and conditions on the Order shall be deemed to be invalid and of

no force or effect; only the identification of Eligible Equipment and Services, their quantity and the requested term, if applicable, shall be valid. Any Professional Services provided by Vendor to Buyer shall be provided pursuant to a Statement of Work which shall be subject to the terms and conditions of this Agreement.

The Buyer hereby orders the Eligible Equipment and associated Warranty Services for the Rental Term and at the Rates set out in the Initial Order attached to this Buyer Master Agreement as Schedule "A-1".

**(d) Fleet Assessment**

To the extent that Buyer requests Ricoh to perform Print Assessment and Optimization Services, a Statement of Work will be signed. To the extent that Buyer does not issue an Order for the Eligible Equipment and Services recommended by Supplier with ninety days following the delivery of Supplier's completion of the Assessment services, the Buyer will be obligated to pay the applicable fee set out in the SOW for the Print Assessment Services.

IN WITNESS WHEREOF the parties have entered into this Separate Agreement as of the date first set out above.

**Corporation of the Municipality of Lambton Shores**

**RICOH CANADA INC.**

Per:

Per:

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Signature:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

I have authority to bind the Buyer.

I have authority to bind the Vendor.

**SCHEDULE A-1 – INITIAL ORDER**

This Order is made pursuant to the Buyer Master Agreement dated October 6 , 2022 between Ricoh Canada Inc. and Corporation of the Municipality of Lambton Shores All terms and conditions of the Buyer Master Agreement are incorporated into this Order and made part hereof.

(a) Rental Arrangement. The Supplier agrees to rent to Buyer and Buyer agrees to rent from Supplier the following Eligible Equipment and associated Warranty Services for a sixty (60) month term. The Eligible Equipment Rental Term and payment of the monthly Equipment Rate will commence on the first day of the month following installation. Warranty Service Cost Per Copy (CPC) charges will be payable monthly in arrears and will commence upon installation of the Eligible Equipment.

Eligible Equipment Ricoh Model	Quantity	Monthly Equipment Rate	Rental Arrangement Term	Equipment Location	Warranty Service CPC B/W	Warranty Service CPC Colour
IMC 4500- W/Fax	1	\$70.00	60 Month/ Monthly Billing	9575 Port Franks Rd,Lambton Shores ON N0N1J0	\$0.005	\$0.0397
IMC 6000- W/ Fax	1	\$119.50	60 Month/ Monthly Billing	9577 Port Franks Rd,Lambton Shores ON N0N1J0	\$0.005	\$0.0397
IMC 6000	1	\$114.40	60 Month/ Monthly Billing	9577 Port Franks Rd,Lambton Shores ON N0N1J0	\$0.005	\$0.0397
IM 550F	1	\$30.00	60 Month/ Monthly Billing	9577 Port Franks Rd,Lambton Shores ON N0N1J0	\$0.0084	N/A

**DATED as of October 6 , 2022**

**Name of Buyer: Corporation of the Municipality of Lambton Shores**

by: \_\_\_\_\_  
**Authorized Signatory**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_