

## Ricoh USA, Inc.

300 Eagleview Blvd. Exton, PA 19341

**Product Schedule Product Schedule Number:**

**with Purchase Option**

**NASPO ValuePoint Master Lease Agreement Number:**

This Product Schedule with Purchase Option (this “Schedule”) is between Ricoh USA, Inc. (“we” or “us”) and

, as customer or lessee (“Customer” or “you”). This Schedule constitutes a “Schedule,” “Product Schedule,” or “Order Agreement,” as applicable, under the (together with any amendments, attachments and addenda thereto, the “Lease Agreement”) identified above, between you and

. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

# CUSTOMER INFORMATION

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|  | |  |  | |
| Customer (Bill To) | | Billing Contact Name | |
| Product Location Address | | Billing Address *(if different from location address)* | |
| City County State Zip | | City County State Zip | |
| Billing Contact Telephone Number | Billing Contact Facsimile Number | | | Billing Contact E-Mail Address |

**PRODUCT DESCRIPTION (“Product”)**

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| Qty | Product Description: Make & Model |
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| --- | --- |
| Qty | Product Description: Make & Model |
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| **PAYMENT SCHEDULE** |  |  |  |  |  |  |  |
| **Minimum Term**  *(months)* | **Minimum Payment**  *(Without Tax)* |  | **Minimum Payment Billing Frequency**  Monthly Quarterly  Other: |  |  |  | **Advance Payment**  1st Payment  1st & Last Payment  Other: |
|  |  |
| $ |  |

Sales Tax Exempt: Yes (Attach Exemption Certificate) Customer Billing Reference Number (P.O.#, etc.) Addendum Attached: Yes (Check if yes and indicate total number of pages: )

**TERMS AND CONDITIONS**

1. The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms “Lease Payment” and “Commencement Date” rather than “Payment” and “Effective Date,” then, for purposes of this Schedule, the term “Payment” shall have the same meaning as “Lease Payment,” and the term “Effective Date” shall have the same meaning as “Commencement Date.”
2. You, the undersigned Customer, have applied to us to rent or lease the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise provided in any non- appropriation provision of the Lease Agreement, if applicable. If we accept this Schedule, you agree to rent or lease the above Product from us, and we agree to rent or lease such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.**
3. Purchase Option:
   1. Purchase Option Price:

Fair Market Value Purchase Option (plus any applicable tax)

$1.00 Purchase Option (plus any applicable tax)

* 1. Unless the above Purchase Option price is the $1.00 Purchase Option, Customer agrees that this transaction is a true rental. If the above Purchase Option price is the $1.00 Purchase Option, then
     1. notwithstanding anything to the contrary in the Lease Agreement, with respect to this Schedule only: It is the mutual intention of the parties that Customer shall be considered the owner of the Product (excluding all Software, which is owned and licensed to you by the Software Supplier) for various purposes, including federal income tax purposes, as of the Effective Date. You are entitled to all federal income tax benefits afforded to the owner of the Product, but we shall not be liable to you if you fail to secure or obtain such benefits. You will keep the Product free of all liens and encumbrances. You hereby grant to us a security interest in the Product covered by this Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts due or to become due under each Schedule. You are required to file all property tax returns where applicable and promptly pay all property taxes that may be assessed against the Product and, if we are required by the applicable taxing jurisdiction to pay such taxes, you shall promptly reimburse us for such tax payments;
     2. in the event of default under the Lease Agreement or this Schedule, we may exercise all rights and remedies of a secured party under applicable law, in addition to any and all rights and remedies we may otherwise have under the Lease Agreement, including, without limitation, the right to repossess the Product free and clear of any of your rights and interests in the Product; and
     3. notwithstanding anything to the contrary in the Lease Agreement, if no default has occurred and is continuing under the Lease Agreement or this Schedule and all of your obligations under this Schedule have been satisfied, we will release any security interest that we may have in the Product, you shall have no obligation to provide any end-of-term notice to us, and this Schedule will terminate and not be renewed.
  2. If the above Purchase Option price is the Fair Market Value Purchase Option, then notwithstanding anything to the contrary in the Lease Agreement, if no default has occurred and is continuing under the Lease Agreement or this Schedule, you will have the option at the end of the original term, or any renewal term, of this Schedule to purchase, for the above Purchase Option price, all (but not less than all) of the related Product covered by this Schedule at a purchase price equal to the then-existing fair market value of such Product. You must give us at least thirty (30) days written notice, by certified or registered mail, before the end of the original term of this Schedule, or any renewal term, that you will purchase the related Product or that you will return the related Product to us. In the event that you exercise such option, fair market value of the Product will be defined as the price a willing buyer will pay to a willing seller with no obligation to sell or purchase the Product in an open market. If both parties cannot agree to a price, you may request an independent appraisal by an appraiser approved by us, and both parties agree to the value as determined by the appraiser. All appraisal costs are to be borne by you. You agree to pay all sales tax, use tax and other similar tax payable in connection with the purchase of the Product. This purchase option shall not apply to any Software.
  3. If the above Purchase Option price is the Fair Market Value Purchase Option, then upon receipt by us of payment of the Purchase Option price described in clause

(c) of this Paragraph 3, we will transfer our interest in the related Product to you “AS IS, WHERE IS” without any representation or warranty whatsoever, and this Schedule will terminate.

1. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THE LEASE AGREEMENT, THIS SCHEDULE OR THE TRANSACTIONS EVIDENCED THEREBY. YOU ACKNOWLEDGE THAT WE ARE NOT AN AGENT OR A FIDUCIARY OF CUSTOMER. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE AND WILL MAKE YOUR OWN DETERMINATION OF THE PROPER TREATMENT OF THE LEASE AGREEMENT AND THIS SCHEDULE.
2. Additional Provisions (if any) are:

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| **THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.** | |
| **CUSTOMER**  By: **X**  Authorized Signer Signature  Printed Name: Title: Date: | **Accepted by: RICOH USA, INC.**  By: Authorized Signer Signature  Printed Name: Title: Date: |

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