



## Terms for the Printing, Copying and Scanning Solutions Module

### Article 1. Applicability

- 1.1 If the Agreement refers to Hardware intended for printing, copying and/or scanning, this Printing, Copying and Scanning Solutions Module shall apply.

### Article 2. Definitions and Interpretation

- 2.1 In addition to the definitions in article 1 of the Generic Provisions Module, the following terms shall have the following meaning:
- **Print** means a copy or print made in A4 page size. Larger copies or prints shall count as two Prints, except for wide-format prints which shall be charged as specified in the Order Form.
  - **Scan** means an electronic image, photocopy or chart generated by Hardware.
  - **Consumables** means the office supplies consumed during the use of the Hardware, such as paper and other media, folders, covers, transparency films, staples, rubber stamps, toner, toner cartridges, ink, developer, waste tanks, ink pads, paper cutters and all other items labelled by the manufacturer as consumables.

### Article 3. Service

- 3.1 Within the scope of Service regarding the Hardware, Ricoh shall deliver and keep the Hardware ready for operation by means of all necessary Service performed by its technical People on Business Days and during Working Hours.
- 3.2 If a Service Request cannot be handled remotely, Ricoh shall strive to do the following after registration of a Service Request on Business Days and during Working Hours:
- a) Be on site the next half-day for production systems;
  - b) Be on site the next Business Day for (multifunctional) printers, copy printers,
  - c) Based on a best-efforts obligation, carry out Service for label printers, textile printers, flatbed printers, large-format printers.
- 3.3 The Service depends on the type of Hardware and shall be carried out as prescribed by the manufacturer and shall contain the standard cover for the cost of replacement of parts and the execution of maintenance and repair work and supply of Consumables, except for paper, rubber stamps, punch blocks, booklet and trimmer knives, stapleheads, and staples.
- 3.4 Service on Software, networks, modems, or any other goods and/or systems associated with the Hardware, even if supplied by Ricoh Partners, shall exclusively be performed by Ricoh if this has been agreed in the Agreement.
- 3.5 The Customer is not permitted to move Hardware elsewhere, except with Ricoh's prior written consent. If the Hardware is moved elsewhere by Ricoh at the Customer's request, Ricoh shall charge the costs involved to the Customer.

### Article 4. Fees and Volume

- 4.1 The Fee for Prints and Scans is calculated as follows (value is number of Prints / Scans):
- a) A4 page size = 1;
  - b) A3 or A4 page size double-sided = 2;
  - c) Other: per m<sup>2</sup> or m<sup>1</sup>, it being understood that any incomplete metre started shall count as a full meter.
- The Fee shall ultimately be determined by multiplying the value by the price stated in the Order Form.
- 4.2 The Customer commits itself to the agreed minimum volume Prints and/or Scans. The minimum volume shall remain payable regardless of the actual number of Prints and/or Scans. If the minimum volume is overstepped, the extra Prints and/or Scans shall be charged additionally at an agreed Fee and for lack thereof at the applicable rates at that time.
- 4.3 If an Agreement is renewed after a term of 60 months, the Customer shall owe a monthly outdated-hardware maintenance fee (*verouderingsvergoeding*) per Hardware product in order to cover the additional costs of extra Services and Support for

outdated Hardware. The outdated-hardware maintenance fee depends on the type of Hardware.

### Article 5. @Remote

- 5.1 If Hardware contains "@Remote" Software, information shall be supplied to Ricoh automatically, such as Printing and Scanning volumes, consumption of Consumables, diagnostic information of the Hardware connected to the network and Malfunctions, inter alia in order to calculate the Fees. In case of applicability of @Remote, the Customer shall accept the following terms:
- a) @Remote recognizes connected Hardware, whether or not it originates from Ricoh. The @Remote Software only measures data related to the use, such as the number of Prints and/or Scans, the consumption of Consumables and/or error codes. It differs per Hardware product which data are measured. The @Remote Software may be integrated into Ricoh Hardware or may be supplied and installed by Ricoh's supplier. Changing the network in order to make @Remote compatible is not included in the Fees.
  - b) Consumables are ordered and supplied via @Remote through an automated process, and deviations from this process must be specifically agreed and laid down in writing.
  - c) @Remote reads the counter readings and sends these to the @Remote server. The read-out counter readings are used - in addition to invoicing - for, inter alia, product development, research, or marketing.
  - d) @Remote does not collect information on the contents of documents copied, scanned, printed or faxed by Hardware, nor shall any information be collected regarding the Customer, the (identity of) users or workstations who draw up, copy or submit these documents.
  - e) @Remote information is sent in a secured manner via the internet to Ricoh's @Remote server.
  - f) The Customer is not permitted to make any changes to the installation of @Remote Software. For changes, Ricoh's technical People need to be contacted.
- 5.2 If the Customer does not make use of @Remote, the Customer must have entered counter reading(s) in Ricoh eService at the latest on the 5<sup>th</sup> day after each Invoicing Period. If the counter reading(s) have not been submitted (in time), Ricoh shall send an invoice based on the average readings based on previous periods and based on other Customers. Should this lead to a difference, the difference shall be adjusted in the next invoice. Depending on the Product, Ricoh shall charge an extra Fee per Hardware product to cover the extra costs for the processing of counter readings which were not automatically read based on @Remote.

### Article 6. Consumables

- 6.1 For the benefit of the Hardware leased by the Customer, the Customer may only use the Consumables in accordance with the provisions of this Module.
- 6.2 Consumables may only be used in the Hardware for which these were intended or supplied.
- 6.3 If Consumables are included in the Fee, and if subsequently more Consumables are ordered than required to make the number of Prints, the Customer shall owe an extra Fee. This extra Fee shall be calculated based on the average consumption stated by the manufacturer and the required Consumables, and measured over a progressive period of 6 months.
- 6.4 Upon termination of the Agreement, the Customer must return any unused Consumables to Ricoh, for lack of which Ricoh shall charge the Consumables to the Customer in accordance with the sales prices applicable at that time.
- 6.5 The supplied Consumables are sufficient, during regular use, to make the specified number of Prints.
- 6.6 Ricoh reserves the right to change the product range, which may imply that specific Consumables are removed from the product range or replaced by equivalent Consumables with slightly deviating specifications, without resulting in a claim of the Customer vis-à-vis Ricoh.