



Instructions for Completing Deferred Payment Plan Terms and Conditions  
For Use With  
State of New York Office of General Services

Thank you for your interest in offering a deferred payment plan (DPP) under the terms of the New York State centralized contract with your company. In an effort to provide uniformity and clarity of understanding regarding the DPP, the New York State Office of General Services has updated the prior forms used to articulate the terms of the DPP. As noted in the opening paragraph, this is **not** a lease for equipment. The DPP does **not** amend the terms of the centralized contract. Accordingly, based on the terms and conditions of the centralized contract, title is transferred upon acceptance. Further, this document is **not** to be used for a Purchase Option Payment (POP).

Please complete the blank fields in the attached document. Instructions for the completion of each blank field are noted internally via italic print. Upon completion, please return the completed document and the list of equipment available under the DPP to the Purchasing Officer responsible for the centralized contract.

Deferred Payment Plan Terms and Conditions  
For Use With  
State of New York Office of General Services  
Award # 01649E for Copiers (analog and digital, Digital Duplicators, color and Wide Format  
(Statwide  
*(fill in identifying information on the contract suite)*)

This is a deferred payment plan (DPP) promotion offered as part of NYS Contract 01649-E/PC 59463 (*fill in contract number*) (Centralized Contract). The DPP provides for equipment purchased under such Centralized Contract to be obtained on a deferred, extended payment basis with no buyout due after the last monthly payment is remitted. Konica Minolta Business Solutions USA Inc (*Name of Contractor*) (Contractor) may cancel or modify this promotion upon 30 days prior written notice to OGS. Such cancellation or modification shall not apply to any existing DPP agreements entered into under this promotion prior to the effective date of the cancellation or modification. **This is not a lease and the Contractor cannot assert a security interest in the equipment.**

The use of the term “Contractor” in paragraphs 1 through 9 shall uniformly include Konica Minolta Business Solutions USA Inc (*Name of Contractor and reseller, if applicable*). The term “Customer” is used interchangeably with the defined term of “Authorized User.”

1. The promotion is limited to selected models as set forth on the attached price list.
2. Customer receives title upon acceptance of the equipment by the Customer in accordance with the Centralized Contract terms and conditions.
3. Customer can make a single lump sum payment for the equipment or the Customer may elect to make 12, 24, 36, 48 or 60(*duration period for program is at the option of the Contractor, but must be at least 12 and no more than 60 months*) equal monthly payments, depending upon the DPP term selected by the Customer (if multiple terms are offered). Monthly deferred payments are calculated by taking the Centralized Contract purchase price and dividing it by either 12, 24, 36, 48 or 60 (*fill in*) months, depending upon the term offered by Contractor and the term selected by the Customer. Under no circumstances can the deferred payment price exceed the Centralized Contract purchase price.
4. Customer at its expense agrees to keep the equipment under a KMBS State of New York monthly minimum with supplies continuous maintenance program provided by KMBS Trained and authorized dealers or branches (*insert name of Contractor’s plan that provides the required level of maintenance as selected by the Contractor. The maintenance plan must be an approved contract offering.*) with Contractor for the duration of the DPP (Required Maintenance). Prices and terms and conditions governing Required Maintenance shall be in accordance with the terms and conditions contained within the Centralized Contract.
5. Monthly billing will consist of the monthly deferred payment plus the Centralized Contract Required Maintenance prices set forth in the attached price exhibit. The monthly deferred payment and Required Maintenance charges will be billed monthly in arrears. The excess copy charges, if any, will be billed quarterly in arrears.

6. Customer may pay off the DPP at any time by making a lump sum payment that is equal to the number of months remaining in the DPP Agreement multiplied by (as of the last monthly payment remitted) the monthly deferred payment (less any Required Maintenance charges).
  
7. Required Maintenance charges cease upon early buy out or upon completion of the DPP Agreement. At that time the Customer, at its sole option, may enter into a maintenance agreement with Contractor per the then available Centralized Contract prices and terms and conditions or reduced negotiated price.
  
8. This is a deferred purchase agreement. In accordance with Section 41 of the State Finance Law, the Customer shall have no liability under the DPP Agreement to the Contractor or to anyone else beyond funds appropriated and available for this DPP Agreement. In the event the Customer must cancel the DPP agreement due to the failure of its funding authority to provide funds for the succeeding fiscal period Contractor requests:
  - Written notice from the Customer within thirty days after receipt of an approved budget that the Customer's funding authority through no action on the part of the customer has failed to appropriate funds for the continuation of the DPP Agreement.
  - Certification that the canceled equipment, to the extent permitted by law, is not being replaced by equipment performing similar functions during the ensuing fiscal year.
  - Customer agrees to return the equipment to Contractor in good working order and that the equipment will be free of all liens and encumbrances. Customer within 30 days of receipt of final invoice agrees to pay Contractor all sums owed Contractor under this DPP Agreement up to the point funding authority expires. Customer will then be released from its obligations to make any further payments to Contractor (with Contractor retaining all sums previously paid under this DPP Agreement and title to the equipment reverting back to Contractor).
  
9. The Customer does not waive any rights under the Centralized Contract by selecting the DPP promotion.



**State of New York Deferred Payment Plan Product Availability**

It is important to note that some units are not allowed under this program AND not all terms are allowed per a specific model. Here is the Model/Term matrix for your reference.

<b>Model</b>	<b>12-Months</b>	<b>24-Months</b>	<b>36-Months</b>	<b>48-Months</b>	<b>60-Months</b>
160	Yes	Yes	Yes	Yes	Yes
161f	Yes	Yes	Yes	Yes	Yes
223	Yes	Yes	Yes	Yes	Yes
283	Yes	Yes	Yes	Yes	Yes
363	Yes	Yes	Yes	Yes	Yes
423	Yes	Yes	Yes	Yes	Yes
501	Yes	Yes	Yes	Yes	Yes
601	Yes	Yes	Yes	Yes	Yes
751	Yes	Yes	Yes	Yes	Yes
950	Yes	Yes	Yes	Yes	Yes
1051	Yes	Yes	Yes	Yes	Yes
1200	Yes	Yes	Yes	Yes	Yes
C220	Yes	Yes	Yes	Yes	Yes
C280	Yes	Yes	Yes	Yes	Yes
C360	Yes	Yes	Yes	Yes	Yes
C35	Yes	Yes	Yes	Yes	Yes
C452	Yes	Yes	Yes	Yes	Yes
C552	Yes	Yes	Yes	Yes	Yes
C662	Yes	Yes	Yes	Yes	Yes
C552SDS	Yes	Yes	Yes	Yes	Yes
C652DS	Yes	Yes	Yes	Yes	Yes
C5501	Yes	Yes	Yes	Yes	Yes
C6501	Yes	Yes	Yes	Yes	Yes

***Revised November 23, 2010***