NYS Office of General Services

Serving New York

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 contract administrator responsible for the centralized contract.

Deferred Payment Plan Terms and Conditions
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Bid 22661 for Printing and Imaging Equipment (Statewide)

This is a deferred payment plan (DPP) promotion offered as part of NYS Contract 22661 (*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. Toshiba America Business Solutions, Inc. (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 Toshiba America Business Solutions, 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 36, 48, 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 36, 48, 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 Full Service Maintenance and Supplies Contract (*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 Click 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.