

PARTICIPATING ADDENDUM

PRINTER EQUIPMENT, SOFTWARE, AND RELATED SERVICES

MASTER PRICE AGREEMENT

Between

Oki Data Americas, Inc.

WSCA Contract Number A74402

and

State of Hawaii

1. Scope:

All jurisdictions of the State of Hawaii and nonprofit organizations will be allowed to purchase products and services offered the Master Price Agreement.

2. Changes:

This agreement shall be governed by the laws and rules of the State of Hawaii, including the Hawaii Public Procurement Code.

3. Primary Contact:

The primary participating entity contact, for participation by "Customers" as defined in Scope above, for this participating addendum is as follows:

Participating Entity Name: State Procurement Office

Contact Name: Donn Tsuruda-Kashiwabara, C.P.M.

Address: 1151 Punchbowl Street, #416

Telephone: (808) 586-0565

Fax: (808) 586-0570

E-mail: donna.tsuruda-kashiwabara@hawaii.gov

The primary Contractor contact for this participating addendum is as follows:

Contractor: Oki Data Americas, Inc.

Contact Name: Sharon Dickerson

Address: 2000 Bishops Gate Blvd., Mt. Laurel, NJ 08054

Telephone: 856.222.7321

Fax: 856.222.5121

E-mail: sdickers@okidata.com

4. Servicing Subcontractors:

Only those Oki Data authorized resellers and service providers on the enclosed Oki Data Authorized Reseller Listing and/or are listed on the Oki Data WSCA website are eligible to support the Master Price Agreement as approved by the Participating Entity. Oki Data Authorized Resellers will vary by State.

Orders and payments will be issued directly to the Oki Data Authorized Reseller. The following are the recommended WSCA Ordering Instructions:

Oki Data requires WSCA contract purchases to be processed through our list of authorized resellers. Participating entities may select a reseller listed for their state or one of the Direct Marketing Resellers that provide nationwide coverage to fulfill their order. Oki Data will ensure each participating entity receives quality service from our partners.

Purchase Order Instructions:

Purchasing entities should select one of the authorized resellers and address the orders to:

- Oki Data
- c/o (Reseller Name)
- Reseller Address

Please include the following statement on each purchase order:

"As per WSCA Contract #A74402", The Master Price Agreement number must be shown on all Purchase Orders issued against this agreement.

Include your ship-to/bill-to address and contact name and phone number.

Authorized resellers will ship and invoice directly. Payments will be made in accordance with the invoice. Invoices will contain references to the appropriate purchase order(s).

Return Goods Policy

Oki Data will accept returns from our Authorized Channel Partners (distributors, resellers, or dealers) if it is securely packaged in its original container or an equivalent, complete with all factory supplied items. A copy of the end-user's purchase receipt, as proof of the date of original purchase, and a copy of the Oki Data Return Authorization Form must accompany the shipment.

Properly completed return request forms will be processed within two (2) business days. The required return authorization form will be faxed to the requesting person.

The shipment must be received by the designated return location within 15 days of the authorization date.

NOTE: An Authorized Channel Partner is a supplier who purchases directly from Oki Data and either sells them to Resellers or directly to End-Users.

DOA/Open Box Return Policy

Only an authorized channel partner can return defective product to Oki Data. The reseller or dealer is expected to resolve the end-user's concerns prior to enacting the exchange of the product with another Oki Data product.

In order for an Oki Data product to be returned under this policy, it must have been sold to and returned by the end-user to the reseller within 30 days of purchase. The reseller must return the printer to the Authorized Channel partner from whom it was originally purchased. Oki Data will only accept end-user returns from its Authorized Channel Partners.

Consumables Return Policy

Full Credit for: Defective merchandise or OKI shipping error

Customer Error: 20% restocking fee, freight not paid

Overstocking Policy: 20% restocking fee with authorization; freight not paid

Date Codes: All products returned must be within date code as follows:

Ribbons Not more than 6 months old

Toners Not more than 6 months old

Image Drums Not more than 12 months old


This Addendum and the Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by Contractor below.

Signatures as required by State Statutes, Rules or Policies

State of Hawaii
State Procurement Office

Oki Data Americas, Inc.

By: 

By: 

Name: Aaron S. Fujitaka

Name: David L. Vaughn

Title: Procurement Administrator

Sr. mgr. Legal Affairs,
Title: Assistant Corporate Secretary

Date: September 21, 2006

Date: 7/17/06