

Exhibit
Supplies
(Major Account Pricing)

This Exhibit is attached to, and made part of, the Lease Agreement (W48568) under which you are acquiring one or more Xerox® Baltoro™ HF Inkjet Press ("Equipment") from Xerox, and sets forth the terms and conditions for your acquisition of the Supplies identified herein for use with such Equipment.

Pricing for supplies is effective on the Commencement Date for the Equipment installed hereunder and will remain firm for at least twelve (12) months thereafter. At any time after the end of such twelve (12) month period or any other twelve (12) month period for which pricing for Ink had been firm for the preceding twelve (12) months, Xerox may review and adjust the pricing for Ink and, as long as not in conflict with GSA requirements, such adjusted pricing will then be firm for the following twelve (12) months.

Customer Name (for ordering supplies): The County of Contra Costa
Customer Number (for ordering supplies): 725189286

Baltoro

Reorder Number	Description	Price	Units per Carton
008R13256	Black Aqueous Ink (sold)	\$580	2 – 5L Bottles in each carton
008R13257	Cyan Aqueous Ink (sold)	\$700	2 – 5L Bottles in each carton
008R13258	Magenta Aqueous Ink (sold)	\$700	2 – 5L Bottles in each carton
008R13259	Yellow Aqueous Ink (sold)	\$700	2 – 5L Bottles in each carton
008R13260	Waste Bottle	\$40	2
008R13255	Aqueous Wiper Fluid	\$40	2

For the avoidance of doubt, these Supplies are not included in the amounts paid by you to Xerox, or as part of the Maintenance Services provided by Xerox, for the Equipment.

The terms and conditions applicable to these Supplies are set forth on page 2 of this Exhibit.

Exhibit
Supplies
(Major Account Pricing)

Supplies

September, 2018

1. **GEOGRAPHIC SCOPE** – All supplies may be delivered to any location within the United States, Puerto Rico, and the Virgin Islands.
2. **PRICING** – Prices are based on the total quantity of one product type in one shipment delivered to one location. A \$15 minimum order charge will be applied to all supplies orders equal to or less than \$500. Customer represents that the supplies purchased hereunder are solely for Customer's internal use only within the United States, its territories and possessions, or Puerto Rico and not for remarketing by Customer. If Xerox reasonably believes that Customer is using supplies in a geographic area other than the areas described above or has been, is, or will be remarketing Xerox Supplies, Xerox may refuse to fill future orders in whole or in part or limit the quantity of supplies shipped to only that quantity which is sufficient for Customer's internal use within the geographic areas described above. Deliveries for Xerox Distribution Centers are priced based upon the price in effect at the time of order.
3. **MIX AND MATCH** – Products can be mixed and matched to obtain quantity breaks only within the product type: Toner, Developer, Cartridges or Fuser.
4. **PRODUCT WARRANTY** – If supplies are defective, Xerox will replace such supplies without charge. Xerox product warranties are extended only to customers who purchase these supplies directly from Xerox or an Authorized Xerox Dealer, Distributor or Agent. These warranties are not transferable. OTHER THAN THE OBLIGATION OF XEROX EXPRESSLY STATED HEREIN, XEROX DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE FOREGOING CONSTITUTES XEROX'S SOLE OBLIGATION WITH RESPECT TO DAMAGES, WHETHER DIRECT, INCIDENTAL, OR CONSEQUENTIAL.
5. **RETURNS** – Xerox Corporation will accept for exchange or credit any Xerox supply product purchased directly from Xerox based upon the reason for the supply return and/or the time elapsed from date of supply invoice as outlined below. Xerox is responsible for return arrangements, pick up, and freight charges for all types of supply returns.
 - a. Supply returns resulting from a Xerox error will be accepted for exchange or credit within 60 days from the date of the supply invoice.
 - b. A 20% restocking fee applies due to customer errors and contract cancellations.
 - c. Supply returns resulting from non-Xerox errors will be accepted for exchange or credit within 60 days of the date of supply invoice.
 - d. Supply products damaged when the customer receives them will be accepted for return within 60 days of the date of supply invoice.
 - e. Supply product materials or workmanship that Xerox identifies as defective will be accepted for credit/replacement at any time. Supply products which fail under warranty will be accepted according to the terms of the specific product warranty.
 - f. Supply products purchased within the past 12 months that become incompatible when a customer trades to other Xerox equipment will be accepted for return within 60 days of the new equipment install.
 - g. Supply products purchased within the past 12 months that become incompatible when a customer outright cancels rental equipment will be accepted for return within 60 days from the date of the equipment cancellation.
 - h. Supply products purchased within the past 12 months that become incompatible, as the result of an equipment sale return will be accepted for return within 60 days from the date of the sale return.
 - i. Supply products purchased within the past 12 months that become incompatible due to an equipment term lease expiration will be accepted for return within 60 days from the date of the equipment lease expiration.
 - j. Discontinued supply products will be accepted for credit in machine exchange situations only.
 - k. Xerox may elect not to pick up defective, discontinued or obsolete supply products.
 - l. Customers must call XEROX CORPORATION to obtain a RETURN AUTHORIZATION NUMBER before returning supply products to Xerox. The number to call is 1-888-339-7887. Xerox will not accept any supply products returned without a RETURN AUTHORIZATION NUMBER or any supply products sent freight collect. All return supply products must be in complete unopened cartons and in good resalable condition.
6. **PAYMENT** – One invoice will follow each delivery with payment due upon receipt.
7. **TAXES** – Customer shall pay all taxes levied or based on the sale of supplies, including state and local sales and use taxes (notwithstanding their designation as excise, gross receipts or privilege taxes) and all amounts paid or payable by Xerox in discharge of the foregoing taxes.
8. **LATE FINES** – If any payment is not received by Xerox on or before the date it is due, Xerox may charge Customer, and Customer agrees to pay, a late charge to cover Xerox's costs of collection equal to \$25 (not to exceed the maximum amount permitted by law).
9. **FORCE MAJEURE** – Xerox shall not be liable for non-performance caused by circumstances beyond its control including, but not limited to, work stoppages of Xerox employees or employees of the others, fires, civil disobedience, civil commotion, riots, rebellions, insurrection, acts of God and similar occurrences.
10. **LIMITATION OF LIABILITY** – In no event shall either party be liable to the other for any special, indirect, incidental, consequential or punitive damages, and for direct damages in excess of \$100,000, regardless of the legal theory being asserted (including negligence) and even if advised as to the possibility of such damages.
11. **AGREEMENT** – These Terms and Conditions are the entire understanding between Xerox and the Customer relating to the subject matter. Any inconsistent or additional terms and conditions in the Customer's purchase order, in any other document or oral statements submitted to Xerox by the Customer are not binding.