



Canon Canada Inc  
Business Solutions Division

**MAINTENANCE AGREEMENT  
AND LIMITED WARRANTY**

CORE #: CCIN-AK2L3X

**Customer Information**

(Legal Name) Sold To: <b>PROMEXICO MEXICAN TRADE COMMISSION</b>		Sold To #: <b>2E1347</b>
Address: <b>1000 RUE SHERBROOKE OUEST, SUITE 2110,</b>		
City: <b>MONTREAL</b>	Province: <b>QC</b>	Postal Code: <b>H3A 0A6</b>
Telephone: <b>514-287-1669</b>	Fax #:	
Attention: <b>ROSSANA BILBAO PLASENCIA</b>		

All base charges are billed in advance. Consumable items are not included in this Maintenance Agreement, except where indicated.

Initial coverage for the equipment ("Equipment") listed below will be effective on

22 mars 2017 - 21 mars 2018  
(To be completed by Canon Administration)

**EQUIPMENT LIMITED WARRANTY**

Canon provides a limited warranty ("Warranty") for new and refurbished Equipment described above. The terms and conditions of the Warranty (the "Warranty Terms and Conditions") and the General Terms and Conditions, which are also applicable to the Warranty, are set out herein. Unless otherwise specifically indicated in this Agreement, the Warranty period shall be for a period of ninety (90) days after the initial delivery of the Equipment to the Customer.

This Warranty, including the applicable Warranty Terms and Conditions and the General Terms and Conditions forms part of this document regardless of whether the Customer elects to accept the maintenance services. This Warranty does not cover the cost of the provision of maintenance services for any of the Equipment, as provided in accordance with the Maintenance Agreement Terms and Conditions.

**ACKNOWLEDGEMENT OF ACCEPTANCE OR WAIVER OF MAINTENANCE AGREEMENT**

The Customer hereby acknowledges that it has elected to accept or waive (as the case may be) the provision of maintenance services for some or all of the Equipment (as the case may be) by indicating the election in the appropriate space above. The Maintenance Agreement Terms and Conditions as set out on the reverse hereof shall apply to that Equipment for which the Customer has elected to accept the provision of maintenance services.

THE UNDERSIGNED CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTOOD THIS ENTIRE DOCUMENT INCLUDING THE GENERAL TERMS AND CONDITIONS, THE WARRANTY TERMS AND CONDITIONS AND THE MAINTENANCE AGREEMENT TERMS AND CONDITIONS AS SET OUT HEREIN. THE CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS DOCUMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN CANON AND THE CUSTOMER WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDES TERMS AND CONDITIONS OF ANY PURCHASE ORDER, ANY PRIOR STATEMENTS, REPRESENTATIONS, WARRANTIES, AGREEMENTS, UNDERSTANDINGS OR NEGOTIATIONS BETWEEN THE PARTIES, WHETHER ORAL OR WRITTEN.

<b>PROMEXICO MEXICAN TRADE COMMISSION</b>	
Customer Legal Name	
Customer Authorized Signature	
Name & Title (Please Print)	Date (MM/DD/YYYY)
<i>[Signature]</i>	02/3/17

Canon Sales Representative: OLIVIER LOUTFI

Reserved for Canon Administration	
Canon Authorized Signature	
Name & Title (Please Print)	Date (MM/DD/YYYY)
<i>[Signature]</i>	MAR 29 2017

This Agreement must be returned to Canon for approval. The Customer's copy will be returned signed with initial invoice (if applicable).



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**Shipping Information**

Ship To: <b>PROMEXICO MEXICAN TRADE COMMISSION</b> Address: <b>1000 RUE SHERBROOKE OUEST, SUITE 2110</b> City: <b>MONTREAL</b> Telephone: <b>514-287-1669</b> Attention: <b>ROSSANA BILBAO PLASENCIA</b> Email: <b>ROSSANA.BILBAO@PROMEXICO.GOB.MX</b>	Ship To #: <b>2E5548</b> Province: <b>Quebec</b> Fax #: Postal Code: <b>H3A 0A6</b>
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**Metered Equipment**

#	Model	Plan Type	Contract Cycle	Toner	Minimums	Base Black or Colour	Base Charge	Base Copies Included	B & W Overage Rate	Colour Overage Rate	Colour Oversize Rate	
	IR-ADV C3325I 120V	Basic	Quarterly	Included	No	Colour	\$0.00	0	\$0.01110	\$0.07640	\$0.07640	
						Start Meter(s)						
1	Serial #: <b>QTW18569</b>					Total: <b>70</b>	FL:			PL:		
	Maintenance Agreement Waived: <b>No</b>					BK: <b>36</b>	FS:			PS:		

**General Comments / Special Instructions**

1. **Application** These Maintenance Agreement Terms and Conditions form part of this Maintenance Agreement and apply only to the Equipment for which the Customer has specifically agreed to obtain maintenance services, as indicated on the face hereof.
2. **Maintenance** Canon Canada Inc ("Canon") agrees to provide maintenance services, including parts and labour, ("Maintenance") for the Equipment upon and subject to the terms and conditions as set out below and subject to the General Terms and Conditions. Canon may cause Maintenance to be performed by authorized Canon dealers or other service providers. If Maintenance includes the provision of toner ("Toner") by Canon, such Toner may only be used in the particular equipment indicated as such in this Maintenance Agreement. Notwithstanding Section 9(d) below, should Canon, at any time determine, in its opinion, that the amount of toner ordered and/or used with the Equipment exceeds the Canon recommended yields for the Equipment specific toner, then it may, in its sole and unfettered discretion, limit toner usage, adjust the per copy rate or revise the Maintenance Agreement to Toner exclusive.
3. **Time of Maintenance** Canon agrees to provide Maintenance during normal working hours, Monday to Friday, as determined by the Canon branch providing Maintenance, holidays excluded. Canon also agrees to provide Maintenance on holidays and weekends and at other hours where offered, if required, when forty-eight (48) hours prior notice is provided. The Customer agrees to pay all additional charges for labour (and parts if applicable) at the then current rates.
4. **Change of Location of Serviced Equipment** If the Customer moves the Equipment from the installation address indicated herein, without appropriate notification to and authorization from Canon, the terms and conditions, pricing and the availability of Maintenance may be affected. All Equipment to be relocated must be prepared and inspected for shipping by Canon and charges will be at the then current rates. Any Maintenance costs related to relocated Equipment not prepared and packaged by Canon are the sole responsibility of the Customer. If Canon continues to provide Maintenance to the new location, a zone charge may be charged at Canon's then current rate.
5. **Exclusions** Maintenance provided under this Agreement does not include the following: (a) electrical work or utility changes external to the Equipment; (b) making Customer initiated specification changes, (c) adding or removing accessories, attachments or other devices; (d) waste toner containers; (e) service or replacement required due to accident or negligence of Customer, failure or variance of electrical power, air conditioning or humidity control or other environmental conditions, causes other than ordinary use, failure or malfunction of attached, related collateral or ancillary equipment, service of Equipment by non-Canon personnel, or the use of parts, supplies and/or accessories other than those that may be specified by Canon from time to time, and (f) any arrangements for the procurement and installation of communications media (telephone, data network) necessary for the remote transmission of data or for any other purpose.  
At the request of the Customer, Canon may at its option provide the additional services listed above at Canon's then current rates.
6. **Replacement Parts** Replacement parts will either be new parts or the equivalent of new in performance when used in the Equipment. Unserviceable parts replaced will become the property of Canon.
7. **Scanning** If the total scan meter on the Equipment exceeds the total copy meter by more than 10% in a given quarter, costs related to feeder repair may be chargeable save and except in cases where an annual scanner maintenance contract has been purchased.
8. **Loan Equipment Subject to Availability** If, in the opinion of Canon, loan equipment is required by the Customer, said equipment will be provided at no charge, subject to availability.
9. **Payments** Customer agrees to pay to Canon the maintenance payments specified on the face hereof in addition to all goods and services and provincial sales taxes payable in respect hereof, payable as follows:
  - (a) where the maintenance payments are payable annually, upon receipt by Customer of the initial invoice;
  - (b) where the maintenance payments are payable monthly, quarterly etc., first payment upon receipt by the Customer of the initial invoice and subsequent maintenance payments in each calendar month or period thereafter as applicable within 30 calendar days of receipt of invoice;
  - (c) notwithstanding anything to the contrary in this Agreement, Canon may change the maintenance payments upon thirty (30) days prior written notice to the Customer, and
  - (d) Subject to Section 2 above, Canon may increase any and all maintenance payments including but not limited to increasing or instituting base charges required to be paid pursuant to this Agreement.
10. **Invoice** Payment is due on all Canon invoices in accordance with its invoice terms. A late payment charge of 1.5% per month (18% per annum) will be levied on amounts overdue by more than thirty (30) days.
11. **Meter Reads** In the event that Canon cannot obtain a meter read for any billing cycle or if same is not provided by Customer to Canon, Canon shall have the right to estimate same. Once the meter read has been obtained by Canon, any adjustments, if applicable, will be applied to the next scheduled billing period. In addition, where the Equipment is accessible through a network, the Customer authorizes Canon to install and use data collection software on the Customer's network. The data collection software will be provided by Canon and will transmit usage and service data accumulated by the Equipment at the Customer's location(s) by means of an HTTPS protocol. The Customer authorizes the transmittal to Canon of use and service data accumulated by the Equipment over the Customer's network by means of an HTTPS protocol, and further authorizes Canon to store and analyze such data for any purpose relating in any way to this Agreement (including, without limitation, automatic meter collection).
12. **Hard Drives and Data** Customer acknowledges that the hard drive on the Equipment may retain images, content or other data during normal operation of the Equipment ("Data"). Neither Canon nor any of its affiliates has an obligation to erase or overwrite Data upon Customer's return of the Equipment to Canon or any leasing company. Customer is solely responsible for (i) its compliance with applicable law and legal requirements pertaining to data privacy, security, retention and protection, and (ii) all decisions related to erasing or overwriting Data. Without limiting the foregoing, Customer should, prior to return or other disposition of the Equipment, utilize the Hard Disk Drive (HDD) (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) found on the Equipment to perform a one pass overwrite of Data or, if Customer has higher security requirements, Customer may purchase from Canon at current rates an available option for the Equipment, which may include (a) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (b) a HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data or (c) a replacement hard drive (in which case the Customer should properly destroy the replaced hard drive). This section survives termination or expiration of this Maintenance Agreement.
13. **Commencement and Renewal** This Maintenance Agreement shall commence upon the initial coverage date indicated on the face hereof and, subject to the other provisions of this Maintenance Agreement, shall remain in force for the period specified on the face hereof. Subject to the termination provisions hereunder, this Maintenance Agreement shall be automatically renewed for successive periods of the same duration.
14. **Termination** Notwithstanding any other provision of this Maintenance Agreement, either party may terminate this Maintenance Agreement upon thirty (30) days prior written notice to the other party. Moreover, Canon may suspend Maintenance immediately without notice and/or terminate the Maintenance Agreement upon five (5) days written notice should Canon determine, in its sole discretion, that the Equipment has not been serviced according to Canon's and/or the manufacturer's specifications, or contains a part or component or accessory or supplies not approved for the Equipment by Canon if such part, component, accessory or supplies affect in any way the performance of the Equipment or requires additional maintenance calls, or for any other breach of this Maintenance Agreement or any other agreement entered into by Canon by the Customer. The Customer's obligations under any other agreement with Canon or any of Canon's affiliates shall not be affected by the termination of the Maintenance Agreement. Should this Maintenance Agreement be terminated as a result of non payment of invoices for Maintenance contracted for herein, charges for any service performed subsequent to the expiry of the previous payment period will be due and payable at Canon's time and materials rates then in effect. In the event the Customer ceases to function as a going concern, becomes insolvent, makes an assignment for the benefit of creditors, files a petition in bankruptcy, permits a petition in bankruptcy to be filed against it, or admits in writing its inability to pay its debts as they mature or if a receiver is appointed for all or a substantial part of its assets, this Maintenance Agreement shall thereupon automatically terminate without any notice.
15. **Termination Where Parts Unavailable** Should replacement parts become unavailable due to manufacturer's discontinuation of said parts or otherwise, Canon shall so notify the Customer and Canon may at its option terminate this Maintenance Agreement, whereupon Canon will reimburse the Customer for any unused Maintenance which have been prepaid by the Customer.
16. **Limitation of Liability** Canon shall have no liability beyond the express remedies set forth in this Maintenance Agreement. Without limiting the generality of the foregoing, in no event shall Canon be liable for any loss of profits, loss of use, loss of time, loss of data, loss of business or other consequential, special, indirect or punitive damages, however caused, regardless of whether Canon has been advised of the possibility of such losses or damages. The Customer's exclusive remedy shall be payment by Canon of the Customer's direct damages to a maximum amount equal to the maintenance payments over a one year period for the Equipment allegedly damaged as specified on the face hereof. Furthermore, Canon shall have no liability for any claim or demand against the Customer by any third party, and the Customer hereby agrees to indemnify Canon and hold it harmless in respect of any third party claim or any amount payable in respect thereof.
17. **Back Up Information** The Customer understands and agrees that it is responsible for the back up of all data, information and software on a hard disk or other storage device on a daily basis and prior to the receipt of any Maintenance or other services by Canon. Canon shall not be liable for any loss, destruction or damage to software or data and Canon shall not be responsible for advising or reminding the Customer of appropriate back up, security or other procedures.
18. **Force Majeure** Canon shall not be liable for failure to fulfill its obligations under this Maintenance Agreement due to causes beyond its reasonable control, including but not limited to strike, lockout, fire, war, shortage of labour, materials or equipment, delays in delivery or transportation or acts of God.

**WARRANTY TERMS AND CONDITIONS**

- 1 **Application** The Warranty (as referred to on the face hereof) extends only to the Customer and states the exclusive remedy of the Customer. The Warranty applies to Equipment purchased and used in Canada only. This Warranty forms part of this document regardless of whether or not the Customer has accepted and acknowledged the Maintenance Agreement and regardless of whether or not the Maintenance Agreement is terminated prior to the expiry of the Warranty.
- 2 **Warranty** Canon warrants the Equipment to be free from defects in workmanship and materials under normal use and service for the period listed on the face hereof with respect to each piece of Equipment. During the relevant warranty period, Canon shall repair or replace, without charge, any defective part of the Equipment with a new (or if applicable, comparable rebuilt) part. Warranty replacement shall not extend the warranty period of the Equipment or user replaceable items, as the case may be. This Warranty does not extend to consumables, such as toner cartridges.
- 3 **Charge for Service Calls** The Customer will be charged at the then-current service call rates of Canon if any call is required as a result of any defect, breakdown or other problem with the Equipment that is not covered by this Warranty, or if the applicable warranty period for the Equipment or user replaceable items either has expired or has not been sufficiently established by the appropriate documentation.
- 4 **Non-Canon Equipment, etc.** This Warranty shall apply only if the Equipment is used in conjunction with compatible computers, peripheral equipment and software. Except as indicated on the face hereof, non-Canon brand computers, peripheral equipment and software which may be distributed with the Equipment are sold "as is" without warranty of any kind by Canon, including any implied warranty or condition of merchantability or fitness for a particular purpose and Canon shall have no responsibility with respect to the same. The sole warranty, if any, with respect to such non-Canon brand item is given by the manufacturer or producer thereof. Canon brand Equipment, including toner cartridges, software or any user maintenance kits, which do not form part of the Equipment but which may be used with the Equipment, may be covered under separate warranties.
- 5 **No Other Warranties** This Warranty is in lieu of all other warranties or conditions, express or implied, including any implied warranty or condition of merchantability or fitness for a particular purpose, relating to the use or performance of the Equipment. No other express warranty or condition, except as mentioned above, given by any person, firm or corporation with respect to the Equipment shall bind Canon. The Customer acknowledges that Canon has cautioned the Customer to determine for itself the suitability of the use of the Equipment for any particular purpose intended by the Customer.
- 6 **Warranty May Be Voided** This Warranty shall be void and of no force and effect with respect to any Equipment which is damaged as a result of (a) Customer neglect, alteration, electric current fluctuation or accident, (b) Customer's improper use, including failure to follow operating, maintenance and environmental conditions prescribed in the User's Guide for the Equipment, (c) repair by any person or organization other than service representatives qualified by Canon and acting in accordance with Canon's service bulletins, (d) use of supplies or parts (other than those distributed by Canon) which damage the Equipment or cause abnormally frequent service calls or service problems or (e) use of the Equipment with non-compatible computers, peripheral equipment or software. This Warranty does not extend to any Equipment on which the original identification marks or serial numbers have been defaced, removed or altered.
- 7 **Limited Liability of Canon** The Customer assumes all risk and liability for loss, damage or injury to persons or to property owned by the Customer or others, arising out of use or possession of the Equipment. Canon's liability for personal injury or property damage shall be limited to the extent that same is caused by the negligence or willful misconduct of Canon, its employees, directors, agents, or contractors. In the event of any liability on the part of Canon for any damages, save and except for personal injury or property damage, the damages shall not exceed in amount the purchase price of the Equipment sold by Canon causing the alleged damage. Without limiting the generality of the foregoing, and notwithstanding any other provision of this Agreement, Canon shall not under any circumstances be liable for any loss of revenue or profit, failure to realize savings or other benefits, expenditures for substitute equipment or services, loss or corruption of data, storage charges or other special, incidental or consequential damages caused by any negligence on the part of Canon or any of its agents or caused by the use, misuse or inability to use the Equipment regardless of the legal theory on which the claim is based and regardless of whether Canon or any service provider has been advised of the possibility of such damages.
- 8 **Return of Parts** Defective parts must be returned to Canon or an authorized service provider with all necessary documentation.

**GENERAL TERMS AND CONDITIONS**

- 1 **Application** These General Terms and Conditions form part of the Warranty Terms and Conditions and, in the case where the Customer has elected to accept the Maintenance Agreement, these General Terms and Conditions form part of the Maintenance Agreement Terms and Conditions.
- 2 **Severability** In the event that any provisions of this Agreement is found to be invalid or unenforceable by a court, or in the event the application of the Maintenance Agreement is terminated by any part for any reason, the remaining provisions of this Agreement, including, without limitation, the Equipment Limited Warranty Terms and Conditions and these General Terms and Conditions, shall remain in full force and effect.
- 3 **Assignment** Canon may assign this Agreement without the consent of the Customer. However, neither the benefits nor the obligations of this Agreement are assignable by the Customer, save and except to an affiliate of the Customer, as that term is defined in the Business Corporations Act (Ontario) R.S.O. 1990, c. B.16, without the prior written consent of Canon.
- 4 **Successors** This Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the parties hereto.
- 5 **Language** The parties have expressly requested that this Agreement and all documents related hereto be drafted in the English language. Les parties aux présentes ont expressément exigé que la présente entente ainsi que tous documents connexes soient rédigés en anglais.
- 6 **Execution** This Agreement shall have no force or effect until signed by the Customer and an authorized Canon representative.
- 7 **Counterparts** As a convenience to Customers, this Agreement may be executed in any number of counterparts (including counterparts by facsimile or electronic mail in .pdf format) and all such counterparts taken together shall be deemed to constitute one and the same instrument, provided that the Customer sends the entire Agreement, including front pages, back pages (where applicable), and all terms and conditions. However, by faxing or emailing the executed Agreement the Customer agrees to waive all rights of confidentiality in their transaction and shall assume all risks of such methods of communication.
- 8 **Amendment** The Customer agrees that any change to these General Terms and Conditions and the Maintenance Agreement Terms and Conditions must be made pursuant to a written amendment executed by Canon and the Customer. Any provisions in a purchase order or Customer documentation that conflict with, or attempt to vary or supplement the terms and conditions of this Agreement will be null and void.
- 9 **Governing Law** This Agreement shall be governed by and construed in accordance with the laws of the province in which it was entered into.
- 10 **Canada's Anti-Spam Legislation** Customer acknowledges that in order for Canon to fulfill its obligations under this Agreement, Canon, through its designated technicians, may be required to install drivers, software and other programs (including all future updates or upgrades thereto) on Customer systems, so as to allow, support or improve the function of the Equipment. Customer agrees that it shall, from time to time, permit Canon access to Customer systems requiring installations, updates and upgrades, as an authorized user of such systems.

