

EXHIBIT C

**PRODUCTS MAINTENANCE SERVICES AND PAYMENT
AGREEMENT # PB-QUE-1**

This Products Maintenance Services and Payment Agreement ("Agreement") is entered into as indicated on each individual Purchase Order and executed by and between Quebecor World (USA), Inc. having a principal place of business at 291 State Street, North Haven, Connecticut 06473 and/or its Affiliate ("Quebecor") and Sharp Electronics Corporation having a principal place of business at Sharp Plaza, Mahwah, NJ 07430 U.S. ("Sharp").

WHEREAS, Quebecor is entering into an agreement with Pitney Bowes Credit Corporation ("PBCC") that includes the provision of Imaging Equipment and Printer goods, software and supplies, manufactured by Sharp;

WHEREAS, Sharp is engaged in the business of providing the aforementioned equipment, software, and supplies and arranging for the provision of ongoing maintenance services, including installation, key operator training, warranty and ongoing maintenance;

WHEREAS, Sharp is entering into a separate agreement with PBCC to provide the aforementioned items and services to Quebecor on the behalf of PBCC and Sharp will have delivery and service responsibilities for Quebecor under its agreement with PBCC;

WHEREAS, Quebecor desires to remit payments to PBCC for all items agreed to under its agreement with PBCC except on-going maintenance services; and Quebecor desires to remit payments for ongoing product maintenance services directly to Sharp;

WHEREAS, The purpose of this Agreement is to set forth certain terms and conditions to govern such direct dealings between Quebecor and Sharp.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree as follows:

1. Sharp agrees to sell to Quebecor and Quebecor agrees to purchase from Sharp on-going maintenance services for products indicated on Attachment A at the pricing indicated on Attached Schedule A. **[NTD: PLEASE PROVIDE COPY]**
2. The maintenance services provided by Sharp will include all labor, parts and supplies necessary to maintain the products in operating condition in accordance

with Sharp's published operating specifications under conditions of normal wear and tear. This information may be accessed at the following web-page:
www.sharppusa.com/documents

3. Sharp will provide such on-going services in accordance with its agreement with PBCC for the provision of such services to Quebecor. Quebecor will look to its agreement with PBCC for terms and conditions of services agreed to. In addition, Sharp provides a performance Guaranty in accordance with provisions indicated on Schedule B.

4. Quebecor will issue Purchase Orders directly to Sharp for desired on-going maintenance services and Sharp will directly invoice Quebecor based on Schedule A pricing, as Models may be added or pricing may be modified from time to time. Such Purchase Orders issued by Quebecor shall indicate that they are issued under PB-QUE-1.

5. Quebecor will remit payments, of such maintenance amounts invoiced, directly to Sharp, under payment terms of Net 30 days. The remittance address is:

Sharp Electronics Corporation,
ID- 257770
Dept. AT Box 40214
Atlanta, GA 31192-0214

6. Quebecor acknowledges and agrees that any terms and conditions appearing on individual Purchase Orders issued by Quebecor to Sharp for on-going maintenance services shall be NULL and VOID. Terms and Conditions of this Products Maintenance Services and Payment Agreement and of Master Maintenance and Lease Services Agreement executed by and between PBCC and Quebecor, dated October XX, 2005 shall be the only binding terms and conditions for all parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

QUEBECOR WORLD (USA), INC.

SHARP ELECTRONICS CORPORATION

By: David McCarthy
David McCarthy
Title: VP, Human Resources

By: [Signature]
Title: NATIONAL PROGRAM MANAGER

Phone: ⁶¹⁵ 468-2026 Fax ⁶¹⁵ 261-0132 Phone: 201 529 8852 Fax 201 512 2075