

FUJIFILM CANADA INC.

GENERAL TERMS AND CONDITIONS OF SALE

THESE GENERAL TERMS AND CONDITIONS OF SALE, TOGETHER WITH ANY ADDITIONAL TERMS WHICH MAY SEPARATELY BE MADE APPLICABLE IN WRITING BY FUJIFILM CANADA INC. ("VENDOR") TO CUSTOMER ("BUYER") (COLLECTIVELY, THE "TERMS AND CONDITIONS"), GOVERN THE SALE BY VENDOR OF ITS PRODUCTS ("PRODUCTS") AND/OR SERVICES ("SERVICES"). NOTWITHSTANDING ANY DIFFERENT, CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS WHICH APPEAR ON ANY PURCHASE ORDER OR OTHER BUSINESS FORM OR DOCUMENT SUBMITTED BY BUYER, SUCH DIFFERENT, CONFLICTING OR ADDITIONAL TERMS WILL NOT BECOME A PART OF THE CONTRACT OF SALE BETWEEN VENDOR AND BUYER UNLESS SPECIFICALLY AGREED TO IN WRITING BY AN AUTHORIZED VENDOR REPRESENTATIVE.

FORMATION OF CONTRACT. A contract for the sale of Products and/or Services will be formed only if and when purchase orders from Buyer are accepted in writing by an authorized representative of Vendor, an invoice is issued by Vendor for Products and/or Services, or Vendor undertakes performance or fulfillment of the order ("Contract"). All Contracts will be governed by these Terms and Conditions. Notwithstanding any Contract being in place, Vendor shall have the right upon written notice to cancel any Product or Service order placed by Buyer hereunder at any time prior to shipment or commencement, respectively and as applicable.

PRICING, SHIPPING, PACKAGING, CREDIT AND PAYMENT TERMS.

Unless otherwise provided by Vendor in writing, all prices stated are in Canadian dollars and are exclusive of any applicable taxes which may apply to the sale or use of those Products and/or Services (including but not limited to GST, HST, sales, use, privilege, excise or property taxes), as well as any freight, handling, crating, packing or shipping charges, warehousing and storage costs, rigging expenses, insurance, installation costs, or any other costs, fees or charges, which shall be in addition to the purchase price and the sole responsibility of Buyer. Buyer is solely responsible for the payment to Vendor of all applicable taxes relating to the Contract, whether or not invoiced. If Vendor pays any owed tax or charge, Buyer will promptly reimburse the same. Prices are subject to change without notice.

Obligations of Vendor to perform hereunder are subject to the strict compliance by Buyer with the credit or payment terms established by Vendor in its sole discretion. Vendor reserves the right to change its credit, payment and shipping terms upon advance notice to Buyer and may require payment in advance as a condition of shipment and/or performance of Services. Time is of the essence with respect to Buyer's payment obligations hereunder. Vendor reserves the right, among other remedies, to terminate any Contract for Products or Services, to suspend deliveries of Products or performance of Services and/or to recall Products in transit and/or reclaim and repossess all Products which have been delivered to Buyer, which may be segregated or stored with Vendor for Buyer's account or otherwise, if at anytime in Vendor's sole discretion Buyer's creditworthiness is impaired; Buyer has become insolvent or is unable to pay its debts as they become due; Buyer files for, is subjected to, or commits any act of, bankruptcy or reorganization; or in the event Buyer has failed to make a payment when due. Buyer is responsible to pay Vendor storage charges in the event Products are not timely picked up by Buyer (or its shipper) or are held by Vendor at the request of Buyer. However, Vendor is under no obligation to store Products beyond the scheduled shipping date. Partial orders will be shipped / made available for Buyer's pick-up at Vendor's option. In the event Vendor authorizes a partial order shipment, each shipment shall be considered a separate sale.

Any claims relating to Buyer's participation in Vendor pricing or other programs, trade allowances or discounts; credits or rebates; or otherwise pertaining to any other benefits or opportunities relating to Products or Services purchased from Vendor will be deemed waived by Buyer unless submitted in writing along with appropriate proof of performance or other applicable supportive documentation within 180 days from the applicable date of invoice. Buyer acknowledges that Vendor may amend, revise, reduce or eliminate any applicable pricing programs, allowances, credits, rebates, discounts or other opportunities or benefits, or any terms relating thereto, at any time, in its discretion. Vendor reserves the right to change Product specifications, package and/or design, or Service standards, at its sole discretion.

RETAINED SECURITY INTEREST. Notwithstanding any passage of title, as continuing security for the payment and performance of all obligations owed

by Buyer to Vendor, Buyer hereby grants to Vendor a purchase money security interest in all Products sold by Vendor to Buyer, including any replacements, additions or improvements thereto, and in any proceeds resulting from any disposition thereof and any insurance proceeds resulting from any damage or destruction thereof, until the purchase price and any other amounts due to Vendor have been paid in full. Buyer agrees, upon request by Vendor, to execute any financing statements or other documents Vendor may deem necessary to perfect or protect Vendor's security interest, with the Personal Property Security Registry of the applicable province or territory or otherwise. Any Contract formed between Buyer and Vendor, and any Product for which Vendor has not yet received full payment from Buyer, may not be assigned, transferred, pledged, hypothecated, relocated or disposed of by Buyer except with the prior written consent of Vendor. Without limitation of Vendor's other rights under these Terms and Conditions or otherwise at law, in the event Vendor seeks to enforce its security interest in the Products, the Buyer hereby confirms and agrees that, at the time a Contract is formed between Buyer and Vendor (i) value has been given by Vendor to Buyer; (ii) Buyer has rights in Products and can transfer those rights to Vendor; and (iii) Buyer and Vendor have not postponed the time for attachment of the security interests granted by Buyer to Vendor and those security interests shall attach to those Products in which Buyer has rights and those Products in which Buyer acquires rights at the time Buyer acquires rights in such Products.

ORDER CANCELLATIONS AND RETURNED PRODUCTS. Any Product order cancellations or Product returns must be authorized in advance by Vendor, and authorization shall be given at Vendor's sole discretion. If a Product return is authorized, a Return Authorization ("RA") form and RA number must be obtained from Vendor and included with any return. All authorized Product returns must be returned in the original packaging, shipped freight pre-paid, to the destination specified by Vendor. Product returns that are shipped to Vendor freight collect will not be accepted. Products returned to Vendor without the proper RA number and form, and Products found to be damaged by improper handling or usage shall not constitute an authorized return and in such instances no credit shall be given. All returned Products will be subject to inspection and acceptance by Vendor. Buyer shall bear the risk of loss for all returns until accepted by Vendor at Vendor's specified destination. In instances where a return is not properly authorized or accepted by Vendor, Vendor shall make one attempt to return an unauthorized Product return and thereafter such Products shall be sold or destroyed at Vendor's sole discretion. Except where a Product is being returned under the applicable Vendor warranty providing otherwise, all returned Products may be subject to a restocking charge. Properly returned Products become the property of Vendor. Vendor will invoice or credit Buyer for appropriate adjustments resulting from returns. Any Product returns after Vendor has announced a price decrease will be credited at the new, lower price. Buyer's account with Vendor must be current in order for any credits to be issued by Vendor. Under no circumstances will Buyer delay issuing payment of any invoice, or short-pay, offset or otherwise make any deduction whatsoever, directly or indirectly, for any reason, from Vendor's invoiced amounts without Vendor's prior advance authorization. If authorization is granted, Buyer must provide full supporting documentation, including dated shipping documents, proof of performance, Buyer's debit note/invoice, etc. for any applicable deductions taken.

COSTS AND EXPENSES OF COLLECTION, REPOSSESSION AND DESTRUCTION. In the event that Buyer fails to make full payment for the Products and/or Services, in the manner and within the time specified by Vendor in its payment terms, Buyer shall be liable to Vendor for payment of all costs and expenses incurred by Vendor or its affiliates in confirming and preserving Vendor's rights, and Buyer hereby consents to Vendor's collection of the amounts owed by Buyer; and to Vendor's reclaiming, taking possession and/or



destroying or disposing of applicable Products, including but not limited to the costs of collection agencies and reasonable legal fees incurred by Vendor or its affiliates. In addition, in the event of Buyer's default in payment for Products or Services when due, Vendor shall be entitled to collect an interest charge on outstanding amounts due equal to the lesser of either 18% per year, or the maximum amount allowed by applicable law.

TITLE, RISK OF LOSS AND INDEMNIFICATION. Title shall pass to Buyer when Products are received at Buyer's facility. Risk of loss shall pass to Buyer when Products are made available to Buyer or the carrier at Vendor's facility or Vendor's other designated shipping point, and shipping terms shall be FOB Vendor's warehouse. Buyer shall be responsible for arranging and paying for all freight and transportation from Vendor's facility or Vendor's other designated shipping point and any related insurance. Equipment purchases shall be insured by Buyer in an amount equal to at least the unpaid portion of Buyer's total purchase price against all risks (subject to normal exclusions) from the point risk of loss transfers to Buyer until Vendor has been paid in full.

Without limitation of Buyer's other indemnification obligations hereunder, Buyer shall defend, indemnify and hold harmless (collectively, "Indemnify") Vendor and its affiliates from and against any and all claims (including without limitation, third party claims), damages, losses, actions, liabilities and costs (including, without limitation, reasonable legal fees and expenses) (collectively, "Costs") incurred or in any way related to (i) Buyer's actual or alleged breach of its obligations at law, under the Contract, or under these Terms and Conditions; (ii) Buyer's (or its employees', agents', contractors', customers', or invitees') purchase or use of the Products and/or the Services; (iii) Buyer's relationships and arrangements with third parties; (iv) Buyer's business activities and operations; and (v) otherwise the actual or alleged acts or omissions of Buyer, its employees, agents, invitees, customers, business partners, or contractors directly or indirectly relating to the Products or Services.

UNLOADING AND DEMURRAGE. Vendor's delivery tools and equipment, if any, and if furnished for Buyer's use, is furnished with the understanding that Buyer will use all reasonable effort to unload and return same to the delivering carrier within the tariff or contracted period free of demurrage and extra detention charges. Any demurrage and extra detention charges on such equipment are for Buyer's account.

TARIFFS, DUTIES AND TRANSFER LAWS. Buyer shall be responsible for and pay any and all applicable tariffs, duties and clearance charges imposed by any governmental entity upon the Products, Services and/or any technology sold or otherwise transferred hereunder and shall obtain and pay for any and all export and import licenses or permits necessary for shipment and/or delivery of such Products, Services and/or technology. Buyer acknowledges that the Products, Services and/or any technology sold or otherwise transferred hereunder may be subject to certain governmental export and import control laws applicable to the purchase, sale, use, export, re-export, import or other transfer (collectively, "transfer") of such Products, Services and/or technology, in whole or in part (referred to as the "Transfer Laws"). Buyer warrants that it is familiar with the requirements and restrictions of all Transfer Laws, and shall comply with such laws at all times. Buyer will Indemnify Vendor and its affiliates from and against any and all Costs arising out of or in connection with any violation of the Transfer Laws or otherwise in connection with any transfer of the Products, Services and/or technology, whether direct or indirect, by Buyer.

BUYER'S USE OF THE PRODUCTS. Installation, use and disposal of any purchased Products may be subject to prohibitions, restrictions, licensing requirements, by-laws or other provisions of zoning ordinances; building, electrical, fire or sewage codes; or other laws, ordinances, legal requirements, or regulations ("codes and standards") in effect at Buyer's site of installation, use or disposition, as applicable. Buyer shall be solely responsible to investigate and identify any such applicable codes and standards, and to ensure compliance with them at Buyer's sole expense, including without limitation, obtaining any permits, approvals, exemptions, waivers, variances or licenses which may be required for compliance therewith, and Buyer shall Indemnify Vendor and its affiliates for any Costs incurred or arising in connection with Buyer's proper or improper installation, use, disposal or failure to dispose, of the Products. Vendor does not warrant and shall not be responsible for the correctness of any information supplied by Vendor concerning the applicability of, the requirements under, or otherwise, any such codes and standards.

Buyer acknowledges that purchase of the Products is for Buyer's own use, or (with respect to Vendor's consumer products only) for Buyer's resale to product end users. In no event will Buyer act as a distributor or broker for the Products

unless specifically authorized by Vendor in a writing signed by Vendor's authorized representative. Products intended for, and authorized by Vendor for, resale shall be offered for resale in the original package which Vendor intended for retail sale, excluding outer wrapping, boxes and packing materials. Buyer shall sell all resale Products prior to the expiration date on the applicable Product package. Buyer and its agents will comply with all applicable federal, provincial, territorial, local and other governmental laws and regulations relating to its resale of the Products and its business operations. Without limitation of Buyer's other indemnification obligations hereunder, Buyer shall Indemnify Vendor and its affiliates from and against any Costs incurred or arising from any representations or warranties made by Buyer relating to the Products and/or Services which are inconsistent with the Product documentation and applicable Product warranties as expressly stated hereunder.

BUYER'S MATERIAL. Buyer warrants that it has the right to provide to Vendor any designs, drawings, instructions or other material furnished or given by Buyer to Vendor (the "Buyer's Material"), and that Vendor's use of such Buyer's Material in executing Buyer's order shall not cause Vendor to infringe on or otherwise contribute to any infringement of, any patents, trade secrets, trade names, copyrights, logos, service marks or trademarks or other intellectual property right of a third party. Buyer agrees to Indemnify Vendor and its affiliates from and against any and all Costs resulting from any actual or claimed infringement of a third party's rights. Vendor shall not be liable for any loss which Buyer or the owner of the Buyer's Material may suffer by reason of loss, destruction or damage to Buyer's Material, however caused, while in the possession or under the control of Vendor, and Vendor shall not be required to repair, replace or return any Buyer's Material or copies thereof.

WARRANTIES, DISCLAIMERS AND LIMITATIONS. REGARDING PRODUCTS, EXCEPT FOR THE LIMITED WARRANTIES, IF ANY, PRINTED ON OR PACKAGED WITH PRODUCTS WHEN SOLD, VENDOR MAKES NO WARRANTIES OR CONDITIONS WHATSOEVER, EXPRESS OR IMPLIED, REGARDING ANY PRODUCTS, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, QUALITY, FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS OR WARRANTIES ARISING UNDER COURSE OF DEALING OR USAGE OF TRADE. IN ADDITION, ALL WARRANTIES, IF ANY, ARE SUBJECT TO THE WARRANTY PERIOD, EXCLUSIONS, REQUIREMENTS AND CONDITIONS OUTLINED IN THE PROVIDED WARRANTY DOCUMENTATION, AND WITHOUT LIMITATION, NO WARRANTY WILL BE APPLICABLE IN THE EVENT OF BUYER'S MISHANDLING, MISUSE, ABUSE, NEGLIGENCE, LACK OF MAINTENANCE, OR PRODUCT ALTERATION. THE REPAIR OR REPLACEMENT REMEDIES OUTLINED IN THE APPLICABLE LIMITED WARRANTY DOCUMENTATION SHIPPED WITH THE PRODUCTS CONSTITUTE BUYER'S EXCLUSIVE REMEDIES, AND VENDOR'S SOLE OBLIGATION, IF PRODUCTS ARE DEFECTIVE OR NON-CONFORMING AS OF THE TIME OF DELIVERY TO BUYER.

REGARDING SERVICES, VENDOR WARRANTS THAT THE ORDERED SERVICES WILL BE PROVIDED IN A COMPETENT MANNER, CONSISTENT WITH LOCAL STANDARDS, AND IN COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS. THIS IS THE SOLE AND EXCLUSIVE WARRANTY MADE BY VENDOR REGARDING THE SERVICES, AND ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED. IN THE EVENT OF VENDOR'S BREACH OF WARRANTY, BUYER WILL PROMPTLY NOTIFY VENDOR IN WRITING AND BUYER'S SOLE REMEDY, AND VENDOR'S SOLE OBLIGATION, WILL BE, UPON CONFIRMATION OF THE BREACH OR DEFECT, TO RE-PERFORM THE DEFECTIVE SERVICE AT NO ADDITIONAL EXPENSE TO BUYER.

Buyer shall inspect for damage, defects or non-conformity promptly upon receipt of the Products and/or Services. Unless otherwise set forth in the applicable warranty documentation for any given Product, any claim relating to Products and/or Services shall be deemed waived unless made in writing and received by Vendor within fourteen (14) days of Buyer's receipt of the Products or Services to which such claim relates, as applicable.

Notwithstanding any suggestion to the contrary herein and except where mandated otherwise under applicable law, in no event will Vendor, its officers, directors, employees, agents, subcontractors or its affiliates be liable to Buyer or any third party for any indirect, incidental, consequential, special, punitive or exemplary damages under or in connection with a Contract, these Terms

and Conditions, or the Products and/or Services (including without limitation, lost business, revenues or profits; damages for equipment downtime; failure to achieve cost savings; lost files, images or data; interruption of business; economic loss; loss of use or lost productivity; overhead expenses; or damages to reputation or goodwill), even if Vendor has been advised of the possibility of such damages, irrespective of the nature of the claim asserted, and even if such damages result from negligence or other fault. In addition to and notwithstanding the foregoing, Vendor's total liability for any claim shall be limited to the invoice amount paid by Buyer for the Products and/or Services giving rise to the claim. Except as specifically provided in these Terms and Conditions, Buyer hereby expressly waives all rights and remedies available under the *Sale of Goods Act* (and any provincial or territorial equivalent), or any other applicable provincial, territorial or local laws respecting the Products, Services, and/or transactions hereunder.

SOFTWARE PRODUCTS. Buyer does not acquire title to any software which may be referenced as or contained within a Product, or any component of a Product, purchased under these Terms and Conditions. Buyer acquires only a non-transferable, non-exclusive, revocable, personal license (without any right of sublicense) to itself use any such software (solely in connection with Buyer's use of applicable Product, in the case of embedded software). Buyer agrees: not to reverse engineer, disassemble, modify, translate, derive works from, copy, transfer, loan, sublicense, or decrypt the software; to take all reasonable steps to prevent disclosure or duplication of the software in ways not expressly permitted in these Terms and Conditions; and to use embedded software only for the purpose of operating and maintaining the associated Products. The software license granted hereunder shall automatically terminate in the event Buyer transfers the software to a third party or violates the provisions of this Section.

SPECIAL PROVISIONS REGARDING SERVICES. Vendor may perform any ordered Services itself, through its affiliates, or through subcontractors. Where the ordered Services relate to photofinishing, fulfillment and/or processing, Vendor will not be obligated to process or deliver any image the Vendor deems in its discretion to be harmful, obscene, illegal or infringing, and Vendor may notify the appropriate authorities about any such image. Unless specifically required by applicable law, in no event will Vendor have any obligation to archive or store any digital images or files received from Buyer or its third party customers. In no event will Buyer's customers be deemed to have any rights or claims against Vendor, or to be third party beneficiaries, under these Terms and Conditions or otherwise at law or equity, and without limitation, in no event will Vendor be responsible for lost or damaged films, video films, videotapes, DVDs, slides, prints, files, documents or images, or otherwise for damages or losses occurring as a result of, during, or in connection with use of Vendor's Products or Services. If any court having competent jurisdiction finally holds that this limitation of remedies is void or unenforceable, Vendor's liability for any claim will be limited to the invoice price of the film or specific order involved, as applicable. Where the ordered Services relate to maintenance or repair of equipment, Vendor shall have the right to terminate the Contract for Services or to adjust the applicable Service fees and pricing in the event of equipment misuse, abuse, lack of proper maintenance or qualified operators, repeated calls for training unqualified personnel, or repeated requests for emergency service for routine or maintenance-related quality control issues.

CONFIDENTIALITY. Except to the extent expressly permitted by Vendor in writing, Buyer agrees not to disclose to any person other than its direct employees on a need-to-know basis, nor to use for any purpose other than for its procurement of Products and/or Services hereunder, any information which is received by Buyer from or on behalf of Vendor or its affiliates and which relates to the Products or Services, or which is developed hereunder, until such information is made publicly available by Vendor or its affiliate.

INTELLECTUAL PROPERTY. No rights in patents, trade secrets, trade names, copyrights, logos, service marks or trademarks or other intellectual property are granted by Vendor under these Terms and Conditions. Buyer acknowledges and agrees that it shall not use Vendor's name, trade name, copyrights, logos, service marks or trademarks in any manner, including, without limitation, in any press release, advertising or for promotional purposes, without the prior written consent of Vendor. Buyer shall be responsible for any breach of a third party's intellectual property rights by its employees, agents, contractors, customers, or invitees, and Buyer will indemnify Vendor and its affiliates from and against all Costs incurred or arising in connection with a third party claim of infringement, misappropriation, or other intellectual property rights violation.

GENERAL. Vendor shall not be liable in any way for failure or delay in supplying Products or in performing the Services, to the extent resulting from

any cause or circumstance beyond its reasonable control, including, but not limited to, the acts or omissions of Buyer (or its employees, agents, contractors, customers or invitees), any act of God, fire, flood, war, explosion, labour difficulties, inability to obtain necessary labour or materials, interruption of transportation, civil commotion, and acts of any governmental authority. In the event any such failure or delay continues for more than five (5) days, Vendor reserves the right to cancel the order without further liability to Buyer. In no event will Vendor be required to purchase materials and/or services necessary to meet its obligations hereunder in the marketplace at or upon commercially unreasonable pricing or terms. During any shortage of Products or unavailability of resources necessary to provide Services, Vendor may apportion and allocate Products and/or Services among its subsidiaries, affiliates and customers as Vendor deems fit in its sole discretion. If any provision of these Terms and Conditions conflicts with any other terms or conditions separately made applicable in writing and signed by an authorized representative of Vendor to particular Products and/or Services, such separately applicable terms and conditions shall govern to the extent of such conflict. If any provision (or part thereof) of these Terms and Conditions (as supplemented by any additional terms separately made applicable by Vendor in writing to particular Products and/or Services) is finally determined to be invalid or unenforceable by any court of competent jurisdiction, such determination shall not affect any other provision (or part) hereof, and all such other provisions (and parts thereof) will remain in full force and effect. Vendor's waiver of any breach or failure to enforce any of Buyer's obligations under these Terms and Conditions at any time shall not limit or waive Vendor's right thereafter to enforce strict compliance with these Terms and Conditions.

Buyer and Vendor are independent contractors, and neither party shall be the agent of the other for any purpose whatsoever. Vendor shall have the right to assign its rights and/or obligations hereunder to any Vendor affiliate at any time, but in no event will Buyer assign its rights or obligations hereunder without Vendor's prior written consent. These Terms and Conditions (as supplemented by any additional terms separately made applicable by Vendor in writing to particular Products and/or Services) and the Contract formed between the parties shall constitute the entire agreement relating to the purchase of Products and/or Services by Buyer. Any provision of these Terms and Conditions (as supplemented by any additional terms separately made applicable by Vendor in writing to particular Products and/or Services) and/or the Contract which by its nature is intended to survive shall be deemed to survive any termination or expiration thereof. The validity, construction and performance of these Terms and Conditions and the Contract formed between the parties shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein (without giving effect to its principles of conflict of laws). Buyer by submitting an order for Products and/or Services or otherwise entering into a Contract with Vendor irrevocably and unconditionally submits and waives any objection to the jurisdiction of the federal and provincial courts located within Ontario for purposes of any suit, action or proceeding arising out of or relating to these Terms and Conditions or the Contract formed between the parties, and agrees to take any and all future action necessary to submit to the jurisdiction of such courts. However, Vendor may at its option bring suit, or institute other judicial proceedings, against Buyer in any court in any place where Buyer or any of its assets may be found. The United Nations Convention on Contracts for the International Sale of Goods shall not govern or apply to these Terms and Conditions or any Contract formed between the parties. The parties acknowledge that they have agreed that these Terms and Conditions and all Contracts, notices and documents relating hereto be drafted in the English language. Les parties aux présentes confirment leur volonté que cette convention de même que tous les documents, y compris tous avis s'y rattachant, soient rédigés en anglais seulement.