

FUJIFILM CANADA INC. (Photofinishing) TERMS AND CONDITIONS OF SERVICE

THESE TERMS AND CONDITIONS OF SERVICE ("TERMS AND CONDITIONS") GOVERN THE SALE, SUPPLY AND/OR DELIVERY BY FUJIFILM CANADA INC. ("FUJIFILM") OF ANY PHOTOFINISHING AND/OR IMAGING SOFTWARE AND/OR EQUIPMENT SUPPORT, SERVICE AND/OR MAINTENANCE AS REFERENCED, SPECIFIED AND/OR MORE PARTICULARLY DESCRIBED IN AN AGREEMENT BETWEEN FUJIFILM AND CUSTOMER AND/OR ANY SERVICE PROGRAM DESCRIPTIONS PROVIDED TO THE CUSTOMER AS WELL AS ANY ADDITIONAL REQUESTED OR REQUIRED EQUIPMENT SUPPORT, SERVICE AND/OR MAINTENANCE (COLLECTIVELY, THE "SERVICES"). NOTWITHSTANDING ANY DIFFERENT, CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS WHICH APPEAR ON ANY PURCHASE ORDER OR OTHER BUSINESS FORM SUBMITTED BY A CUSTOMER ("CUSTOMER"), SUCH DIFFERENT, CONFLICTING OR ADDITIONAL TERMS WILL NOT BECOME A PART OF THE CONTRACT OF SALE BETWEEN FUJIFILM AND CUSTOMER. These Terms and Conditions are confidential information of Fujifilm and shall not be disclosed by Customer to any third party without the prior written consent of Fujifilm.

DEFINED TERMS

Accessories: Accessories for the Equipment which are: (1) purchased from Fujifilm as part of the original Equipment sale; or (2) specifically identified as covered in the Service Program documentation and listed as part of the applicable Service Program. All other accessories for the Equipment are excluded.

Assemblies: Any pre-assembled collection of Parts to serve a particular purpose which may also be available on an individual Part basis.

Authorized Fujifilm Service Representative or AFSR: A technician authorized by Fujifilm to provide Services for the Equipment.

Consumable Parts: All consumable parts (including, but not limited to, paper rolls, ink/toner cartridges, ink and toner) and expendable items, including, but not limited to, parts that are considered "wear and tear" items such as filters, rollers, drums, heaters and gears and all parts on Fujifilm's "Parts Exclusion List" attached to these Terms and Conditions, as may be amended from time to time by Fujifilm in its sole discretion.

Emergency Service: Priority service response performed during and after normal business hours relating to Equipment problems which prevent proper functioning, as determined by Fujifilm in its sole discretion.

Equipment: Either (1) the individual and particular equipment for which technical support coverage was selected on Fujifilm's Service Agreement Form submitted by Customer or (2) the Original Equipment Manufacturer ("OEM") equipment for which Fujifilm agrees to provide the applicable Service Program. Any accessories not purchased through Fujifilm as a part of the original Equipment sale or not specifically identified as covered in the Service Program documentation and listed as part of the applicable Service Program are not considered part of the Equipment. Fujifilm will identify all Equipment by Model name, Fujifilm identification number, and/or serial number when providing Service Program documentation.

Fujifilm Advanced Exchange Replacement (AEX) Program: A Fujifilm program for the delivery of Equipment or components by Fujifilm to Customer to replace defective Equipment or components at such Customer's site. Details of the terms and conditions of the Fujifilm AEX Program are set forth in the Service Program description, if applicable.

Fujifilm Bench Repair Program: A Fujifilm program for the repair and return of defective Equipment or components. Details of the terms and conditions of the Fujifilm Bench Repair Program are set forth in the Service Program description, if applicable.

Holidays: "Holidays" shall include, but not be limited to, the statutory federal and provincial holidays. For the avoidance of doubt, and without limitation of the foregoing, Holidays will include New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, Louis Riel day and St. Jean Baptiste day. Fujifilm reserves the right to change the Holidays from time to time in its sole discretion.

Licensed Software: Any licensed or proprietary application and/or software provided by Fujifilm, any OEM or any other software publisher that may reside in any Equipment or is licensed in conjunction with the Equipment.

Original Equipment Warranty: The Fujifilm warranty, if any, which is included with the original Equipment purchase or any OEM warranty that Fujifilm is honoring for such third party. Original Equipment Warranties and the terms and conditions of these warranties may differ in accordance with the type of Equipment purchased and in the event that the Equipment is used or reconditioned.

Parts: Components of the Equipment only and Accessories that are used for repair and maintenance activities. Parts do not include any accessories that have not been: (1) purchased from Fujifilm as part of the original Equipment sale; or (2) specifically identified as covered in the Service Program documentation and listed as part of the applicable Service Program.

Product Updates: Any correction or adjustment, including, but not limited to, retrofits, "bug fixes" and maintenance releases, which Fujifilm, in its sole discretion, deems to be necessary improvements to the Licensed Software and/or Equipment sold by Fujifilm.

Product Upgrades: New versions of the Equipment, Accessories and/or Licensed Software providing enhancement and new functionality to the Equipment and any related documentation and/or any improvements or enhancements to the Equipment sold by Fujifilm. As a general rule, Product Upgrades are never included in Service Programs.

Repairable Parts: All Parts deemed by Fujifilm in its sole discretion to be repairable for re-use, including, but not limited to, PCB boards and entire Assemblies.

Service Program: An agreement to provide certain and specific Services on specified pieces of Equipment under a variety of circumstances, including warranty service, remedial service, Fujifilm AEX Program, Fujifilm Bench Repair Program, preventative maintenance, pre-paid deposit service and other Services as specified between Fujifilm and Customer.

FORMATION OF CONTRACT

A CONTRACT FOR THE SALE OF A SERVICE PROGRAM WILL BE FORMED ONLY IF AND WHEN: (A) A SERVICE PROGRAM IS PURCHASED AND/OR CONCURRENTLY ORDERED WITH THE ORIGINAL EQUIPMENT PURCHASE AND THE APPLICABLE EQUIPMENT IS INSTALLED (B) A SERVICE PROGRAM IS INCLUDED IN THE PURCHASE PRICE FOR THE EQUIPMENT AND THE APPLICABLE EQUIPMENT IS INSTALLED (C) A SERVICE AGREEMENT IS EXECUTED BY CUSTOMER AND FUJIFILM WHICH REFERENCES THE TERMS HEREIN OR (D) A PURCHASE ORDER FOR SERVICES FROM CUSTOMER IS ACCEPTED BY FUJIFILM IN WRITING, INCLUDING BY ISSUANCE OF AN INVOICE FOR SUCH SERVICE PROGRAM. ALL CONTRACTS FOR THE SALE OF A SERVICE PROGRAM FOR "OUT OF WARRANTY" OR "OUT OF CONTRACT" EQUIPMENT REQUIRE, AND ARE CONDITIONED UPON, AN INSPECTION OF THE EQUIPMENT BY AN AFSR, AS WELL AS A DETERMINATION THAT THE EQUIPMENT PERFORMS TO FUJIFILM'S AND/OR THE EQUIPMENT MANUFACTURER'S SPECIFICATIONS. All inspection costs will be paid by Customer. Customer is also responsible for any and all costs to repair the Equipment, should it be necessary to bring performance of the Equipment up to Fujifilm's and/or the Equipment manufacturer's specifications.

AVAILABILITY/COMMENCEMENT: Services are only available to customers within the country of Canada. Services outside of such region may be made available by Fujifilm, at Fujifilm's sole discretion and at such services rates and additional charges as Fujifilm may deem necessary or advisable. For Equipment still covered by Original Equipment Warranty, a Service Program will commence upon expiration of such warranty unless the Service Program is specifically priced to include the applicable warranty period. Service rates may be higher outside the country of Canada.

SERVICES AVAILABLE: Depending on the applicable Service Program, Services may include on-site Equipment repair, Fujifilm AEX or Bench Repair Programs, Parts coverage, technical helpdesk support, diagnostic services and/or preventative maintenance services.

SERVICES NOT COVERED: Services not included in the applicable Service Program ("Additional Services") will be provided at Fujifilm's prevailing service rates and at Fujifilm's sole discretion. Additional Services may include, but are not limited to: overtime service; Customer requested stand-by; additional Customer retraining; return travel; repeat calls; charges related to service technician wait time, such as call-backs and waiting for parts; installation of non-Fujifilm purchased software packages; solving non-Fujifilm purchased software problems; monitoring networks; maintaining network configurations and general consultation services. Additional Services may also include, but are not limited to: the repair or replacement of Equipment that has been damaged by: (1) accident, mishandling, misuse, abuse, lack of reasonable care, or acts of God or nature, such as fire, lightning or flood; (2) use with parts, components, accessories, attachments or consumables that: (i) are not genuine Fujifilm products, (ii) are not approved by Fujifilm or the OEM for use with the Equipment, or (iii) otherwise do not comply with Fujifilm's or such OEM's specifications for the Equipment; (3) an electrical power problem; (4) any software, application, part, component or device not provided by Fujifilm or the applicable OEM; (5) failure to follow operating or maintenance instructions, or operation outside the range of listed environmental operating conditions or specifications for the Equipment; or (6) repairs, modifications, services or transport of the Equipment performed by anyone other than an AFSR.

In order for the Equipment to function in accordance with Fujifilm's or the Equipment manufacturer's specifications and to achieve optimum performance and print quality, Customer may be required to use only genuine Fujifilm Parts and consumables, and/or Parts and consumables approved by Fujifilm or the OEM for use with the Equipment or that otherwise comply with Fujifilm's or such OEM's specifications for the Equipment. Such required Parts and consumables, if any, are set forth in Fujifilm's or the OEM's specifications for the Equipment. Customer's failure to use such required Parts or consumables, or the making of any modifications to or transport of the Equipment by anyone other than an AFSR, may result in damage, malfunction or poor performance of the Equipment, shorten its expected life, produce lower quality prints, and void the OEM's warranty and any warranty between Fujifilm and Customer for the Equipment. Fujifilm will not be responsible under these Terms and Conditions to repair such damage, malfunction or performance. Any service provided by Fujifilm to repair such damage, malfunction or performance will be at Fujifilm's prevailing service rates as determined by Fujifilm in its sole discretion.

Equipment should not be transported from its original installation location by anyone other than an AFSR. In the event Equipment is transported to a different location by anyone other than an AFSR, Fujifilm will only continue Services under any applicable Service Program subject to an inspection of the Equipment at its new location by an AFSR and a determination that the Equipment performs to Fujifilm's and/or the Equipment manufacturer's specifications. All inspection costs will be paid by Customer. Customer is also responsible for any and all costs to repair the Equipment, should it be necessary to bring performance of the Equipment up to Fujifilm's and/or the Equipment manufacturer's specifications. If Customer is unwilling to perform such inspection, Fujifilm may, in its sole discretion, immediately terminate or suspend any Service Program or Service. It is the Customer's responsibility to inform Fujifilm that Customer desires such inspection and reinstatement.

SERVICE CALL BACKS: Any repeat of Services deemed necessary by Fujifilm, in its sole discretion, to correct a Service which Fujifilm previously provided, may be considered, in Fujifilm's sole discretion, an unresolved Service call back situation eligible for re-Service of the Equipment by Fujifilm at no additional cost to the customer. In order for a Service call to be considered an unresolved Service call back situation, the Equipment problem must be exactly the same as the prior Equipment problem previously reported by Customer, as determined by Fujifilm, in its sole discretion and the Equipment problem must be reported to Fujifilm within ten (10) calendar days of the date the Service was provided. Equipment problems that are not exactly the same shall not be considered an unresolved Service call back situation. In the event of an unresolved Service call back situation, if the fees and expenses for parts and labour for the Service call back exceeds the fees and expenses for parts and labour charged to Customer for the original Service, Fujifilm reserves the right to charge Customer the higher of such fees and expenses or for any fees and expenses for additional parts and labour deemed necessary or advisable by Fujifilm in its sole discretion for the Service call back.

FEES AND OTHER CHARGES

SERVICE FEES: Fees for the Service Programs and any Additional Services will be billed and are payable in advance in full or with periodic payments if applicable. All Additional Services will be at Fujifilm's prevailing service rates. Service rates are subject to change by Fujifilm without notice and at Fujifilm's sole discretion. Fujifilm's obligations to perform hereunder are subject to the strict observance by Customer of the credit or payment terms established by Fujifilm's Credit Department in its sole discretion. Fujifilm reserves the right to change its credit and payment terms upon advance notice to Customer and further reserves the right, among other remedies, to terminate any contract or terminate or suspend any performance of Services and/or Additional Services if at any time, in Fujifilm's sole discretion, Customer's credit worthiness is impaired or in the event Customer fails to make any payment when due.

ZONE CHARGES: Unless otherwise indicated on the applicable Service Program description, Fujifilm's prevailing Zone Charge may apply to Services and/or Additional Services performed at a Customer location depending on the travel distance/ time from the closest Fujifilm Service Base Location.

INTERNATIONAL TRAVEL AND OTHER RELATED EXPENSES: Any and all fees for Service Programs and Additional Services outside of the country of Canada will be billed portal-to-portal and at the service rates deemed necessary or advisable by Fujifilm. Customer shall also reimburse Fujifilm for all costs and expenses incurred by Fujifilm or AFSRs for travel, lodging and sustenance when Fujifilm is required to perform Services outside of the country of Canada, including, but not limited to, all expenses related to air travel, hotel accommodations, ground transportation, work permits and licenses, visa charges, duty fees, customs fees and similar charges. Such costs and expenses will be billed by Fujifilm to Customer.

EMERGENCY CALL OUT CHARGE: Fujifilm's prevailing emergency call out charge is applicable to any Emergency Service requested on-site in less than eight (8) business hours (evenings, weekends and Holidays do not count as business hours). This expedited service may not be available in all areas inside or outside of the country of Canada.

TAXES: The prices of Services and Additional Services do not include any taxes, which may apply to the sale or use of those services, including, but not limited to, sales, use, privilege, excise or property taxes, and Fujifilm will invoice Customer for such applicable taxes. Customer is solely responsible for payment of all such taxes, whether or not invoiced.

COSTS AND EXPENSES OF COLLECTION: In the event that Customer fails to make full payment for Services, Equipment or Parts in the manner and within the time specified by Fujifilm in its payment terms, Customer shall be liable to Fujifilm for payment of all costs and expenses incurred by Fujifilm or its affiliates in seeking collection of the amounts owed by Customer, including, but not limited to, the costs of collection agencies and reasonable attorneys' fees incurred by Fujifilm or its affiliates. In addition, in the event of Customer's default in payment for Services, Equipment or Parts when due, Fujifilm shall be entitled to collect an interest charge of the lesser of one and one-half percent (1.5%) of the outstanding balance per month or the maximum amount allowed by applicable law.

PAYMENT TERMS: The payment terms for all invoices related to these Terms and Conditions are net thirty (30) days from the date of original invoice (without deduction or setoff).

EQUIPMENT SERVICE

SUPPORT LEVELS: The level of support service to be provided by Fujifilm ("Support Levels") is specific to each applicable Service Program. Details of available Support Levels are set forth in the applicable Service Program descriptions.

ON-SITE SERVICE HOURS: On-site service hours are specific to each applicable Service Program. If not otherwise provided by the applicable Service Program, on-site service for evenings, weekends or Holidays is available at Fujifilm's prevailing service rates for overtime, weekends or Holidays, as applicable and determined by Fujifilm in its sole discretion. The minimum billing time for weekends and Holidays is four (4) hours. Service will not be available or provided on Holidays. Fujifilm reserves the right to change the Holidays from time to time in its sole discretion.

ON-SITE SERVICE AND TECHNICAL SUPPORT HELPDESK RESPONSE GOALS: On-site Service and Technical Support Helpdesk (defined below) response times, if any, are specific to each applicable Service Program. Any and all Support Levels and response times set forth in a Service Program description are solely targets. While Fujifilm shall take commercially reasonable efforts to meet these targets, Fujifilm shall bear no liability for damages, whether direct, consequential, incidental or otherwise, including, but not limited to, any loss of revenue, data and/or goodwill, resulting from the failure of Fujifilm or any of its employees, agents or subcontractors to meet a Support Level or response time or for Customer's resulting inability to resume commercial operation.

TECHNICAL SUPPORT HELPDESK: Unless otherwise indicated in the applicable Service Program description, Services shall include limited use of the Fujifilm Technical Support Services Helpdesk ("Helpdesk"). Helpdesk support is specific to each applicable Service Program and is more fully described on the applicable Service Program description. If not otherwise provided by the applicable Service Program, Helpdesk support on weekends and evenings may be available at an additional cost. Helpdesk support is not available on Holidays. Customer representatives can call 1-866-306-3854.

Customer is encouraged to utilize all available resources prior to consulting Helpdesk. The first step in resolving any problem is to review the printed or the digital version of the instruction manuals that accompany every piece of Equipment. If any remedial training is required, it can be scheduled through the local Fujifilm service office and is subject to Fujifilm's prevailing service rates as determined by Fujifilm in its sole discretion. Unless otherwise provided in the applicable Service Program description, Fujifilm does not provide any specific response time targets for calls placed to Helpdesk. Fujifilm is not responsible for any interruption in Helpdesk service.

PRODUCT UPGRADE AND PRODUCT UPDATE POLICES: When available, Fujifilm shall determine, in its sole discretion, which Product Upgrades and/or Product Updates, if any, Customer is entitled to receive for Fujifilm products. Fujifilm shall also determine, in its sole discretion, the applicable conditions, service rates and costs applicable to such Product Upgrades and/or Product Updates. Fujifilm will provide Product Upgrades and Product Updates as specified by OEMs on their contracted Equipment at the request of the applicable OEM only. Fujifilm has no obligation to provide Product Updates or Product Upgrades on Equipment not sold by Fujifilm or other OEM equipment, but Fujifilm may do so if contracted by the applicable OEM or Customer.

REMOTE DIAGNOSTIC SERVICES: Depending on the applicable Service Program, Customer may be entitled to receive remote diagnostic service, which allows Fujifilm to access Equipment remotely for the purpose of problem identification and resolution. Fujifilm utilizes remote diagnostic software, such as Teamviewer®, in connection with the remote diagnostic services (the "Remote Software"). In order to use the Remote Software to perform the remote diagnostic service, Customer must have a broadband connection to the Equipment. Fujifilm shall bear no liability whatsoever with respect to Customer's receipt or use of the Remote Software or for any claims, losses or damages in anyway related to, or arising out of, the Remote Software.

FUJIFILM ADVANCED EXCHANGE (AEX) & BENCH REPAIR PROGRAMS: Depending on the applicable Service Program, Services may include the Fujifilm AEX or Bench Repair Programs. Details of the terms and conditions of the Fujifilm AEX and Bench Repair Programs are set forth in the Service Program description, if applicable. Under the Fujifilm AEX Program, Equipment or components are delivered by Fujifilm to Customer to replace defective Equipment or components at such Customer's site. The replacement Equipment or components delivered to Customer have been determined by Fujifilm to be functionally equivalent to typical operational Equipment or components found in operation in the general market as determined by Fujifilm in its sole discretion. If the Equipment or component is considered a Customer

Replaceable Unit ("CRU"), Customer is responsible for the replacement of the Equipment or component and the return of the defective Equipment or component to Fujifilm. If the Equipment or component is considered a Field Replaceable Unit ("FRU"), the Equipment or component can only be replaced by an AFSR and Customer is required to return the defective Equipment or component to Fujifilm as soon as practical after replacement. In all cases, Customer is responsible to return the defective Equipment or component, or a directly equivalent type or model, to Fujifilm within thirty (30) days of replacement. All replacement Equipment and components shipped to Customer under the Fujifilm AEX Program will be shipped in a special container and packaging which must be used by Customer to return the defective Equipment or components to Fujifilm. If the defective Equipment or component is not received by Fujifilm or within the time frame required by Fujifilm, the replacement Equipment will be fully billable by Fujifilm to Customer at the prevailing price of such Equipment or component as determined by Fujifilm in its sole discretion. Any replacement equipment shipped and billed includes only a thirty (30) day repair parts warranty. Under the Fujifilm Bench Repair Program, Customer is required to deliver or ship pre-paid the defective Equipment or component to Fujifilm. Fujifilm will perform the repair and return the repaired Equipment or component pre-paid to Customer. Customer is responsible to install or otherwise restore operation with the repaired Equipment or component.

PARTS COVERAGE

Parts coverage, if any, is limited to the applicable Service Program, and is more fully described in the applicable Service Program description. Unless specifically stated in the Service Program descriptions, any expedited shipments are chargeable to the Customer. The standard warranty on all Parts sold and/or supplied by Fujifilm is thirty (30) days from the date such Parts are shipped from the Fujifilm facility. Parts may be refurbished or remanufactured, but still carry the same warranty. Unless specifically provided in the applicable Service Program description, all Consumable Parts are excluded from any and all applicable Equipment warranties and Service Programs. In addition, Fujifilm maintains a master list of Parts. Certain Parts on this master list have been deemed by Fujifilm as "excluded" which means that such "excluded" Parts are not available on a free of charge basis for Customers with "in effect" warranties or Service Programs that include parts coverage. Examples and general descriptions of these additional excluded Parts are set forth online at www.fujifilm.ca/termsandconditions/photofinishing/service and may be amended from time to time by Fujifilm in its sole discretion.

All Assemblies are excluded from any and all applicable Equipment warranties and Service Programs; provided, however, that the Parts included in such Assemblies may be individually covered. All Assemblies will be billed by Fujifilm to Customer at the prevailing price of such Assemblies as determined by Fujifilm in its sole discretion, unless Fujifilm, in its sole discretion, decides to order the Assembly for installation by an AFSR as opposed to replacing the applicable covered Parts.

RETURN AUTHORIZATION: All Parts returns must be authorized by Fujifilm and include a Return Authorization ("RA") form. An RA number must be obtained prior to the return of any Parts. The AFSR is responsible for obtaining the RA number when assigned to the account. In the event no AFSR is assigned to the account, Customer is responsible for obtaining the RA number and for paying any associated costs of returning the Parts. An RA number may be supplied with the accompanying documentation in a shipment of Parts. If an RA number is not assigned, one must be obtained by Customer from Fujifilm. All authorized returns must be shipped, freight pre-paid, F.O.B. destination, as specified by Fujifilm. Returns shipped freight collect will not be accepted. Returned Parts will be subject to a restocking charge of fifteen percent (15%) of the invoiced amount for such Parts; provided that Customer has returned less than ten percent (10%) of Parts purchased by Customer from Fujifilm during the applicable calendar year. In the event Customer returns ten percent (10%) or more of Parts purchased by Customer from Fujifilm during the applicable calendar year, returned Parts will be subject to a restocking charge of twenty-five percent (25%) of the invoiced amount for such Parts. In the event that Customer returns twenty-five percent (25%) or more of the Parts purchased by Customer during the applicable calendar year, returned Parts privileges will be revoked. Customer may not make any deduction from invoiced amounts, except upon receipt of prior written approval from Fujifilm.

PARTS AND RETURNS FOR EQUIPMENT UNDER LABOUR OR PARTS

WARRANTIES: Customer is required to have any Part, or Parts, exceeding a \$1,500 list price and any sensitive electronic components (such as CPUs, mother boards and circuit boards) installed by an AFSR, if the Equipment is under a labour or parts warranty. Failure to comply with this requirement will, in Fujifilm's sole discretion, void any warranty that may accompany the installed Part and the associated Equipment subsystem in which the Part resides or is used. Parts exceeding the \$1,500 list price threshold returned to Fujifilm will only be credited the core credit (if available), when installed by a party other than an AFSR. All claims for core credit on Parts installed by a party other than an AFSR must be received by Fujifilm within forty-five (45) days of the original Parts order invoice. No core credit will be issued for Parts returned to Fujifilm after this forty-five (45) day window has expired. Customer will not be eligible for a return of goods credit to the extent any returns are received by Fujifilm after this forty-five (45) day window has expired. If Customer orders Parts on Equipment under warranty that exceed the \$1,500 list price threshold that will be installed by an AFSR, Customer can expect core credit (if applicable and available) for Parts that were replaced by such AFSR and returned to Fujifilm by such AFSR. Full price Parts credit (if applicable) will be given to Customer if the AFSR orders Parts exceeding the \$1,500 list price threshold, but returns those Parts on "consignment" basis on Equipment under labour or parts warranty. This includes Parts ordered to troubleshoot Equipment that will be exclusively handled and returned by an AFSR.

PARTS ORDERS FOR EQUIPMENT NOT UNDER LABOUR OR PARTS

WARRANTIES: All returns made for Parts ordered on out-of-warranty Equipment are subject to a fifteen percent (15%) or twenty-five percent (25%) restocking fee based on the percentage of returns against annual sales; provided the Parts qualify for a return. This qualification will be made at Fujifilm's sole discretion. As a general rule, Consumable Parts do not qualify for a return to, or credit from, Fujifilm. All returns to Fujifilm made by Customer must be in the original packaging with an unbroken tamper resistant package seal to receive full credit (less the applicable restocking fee). Parts received with broken package seal will only be eligible for a core credit (if applicable). Parts ordered by parties other than an AFSR to troubleshoot Equipment are subject to core credit only if the Equipment seal has been broken and the Part cannot be sold to other customers in "New or Like New Condition". Fujifilm, at its sole discretion, shall determine if a returned Part can be sold in "New or Like New Condition" and will apply the appropriate credit due (full, core or none) to Customer after reviewing the return for salability. Parts ordered by parties other than an AFSR used to troubleshoot Equipment are subject to the applicable restocking fee even if returned in "New or Like New Condition". Parts ordered by an AFSR can be returned for full Parts credit if installed on Equipment to troubleshoot machines and subsequently returned as unneeded Parts by such AFSR. On-site service is required for this activity.

GENERAL TERMS AND CONDITIONS FOR PARTS ORDERS AND RETURNS:

Fujifilm reserves the right to change Parts prices, handling fees, specifications, packaging and/or design at any time without notice. Fujifilm also reserves the right to discontinue production and/or sale of any Parts at any time without notice. Any Parts that are packaged with tamper resistant seals cannot be returned as new for any reason if the tamper resistant seal is broken. Certain Parts are assigned a core credit and in the event the tamper resistant seal is broken with respect to such returned Parts, they may be returned for core credit only. In the event no core credit is assigned to any Parts being returned, no returns will be allowed in the event the tamper resistant seal is broken. All Parts returned for credit must be accompanied by a fully completed RA form. Failure to provide a completed RA form will result in no credit being issued, or a delay in issuing of a credit. No credit will be issued for Parts returned after forty-five (45) days from the date of the original invoice for such Part. Returns on electrical components with broken seals will only be accepted if an AFSR was present at the site for a service call that was associated with the purchase of such Part. No deductions from invoice may be made for returned Parts until a credit memo is issued by Fujifilm. The AFSR assigned to the account will be responsible for returning all Parts. If no AFSR is available, Customer shall be responsible for returning all Parts. Appropriate return and restocking fees shall be paid by Customer. In the event that a return is comprised of more than one package, the RA number must be clearly placed, in bold numbers or letters, on the exterior of every package. Any Parts that were shipped for troubleshooting purposes and not used by the AFSR on-site will be eligible for a full credit. Fujifilm has the right to discontinue production and/or sale of any Part at any time without notice and has no obligation to stock or supply any particular Parts.

REPAIRABLE PARTS: Unless covered by a Service Program, Customer is responsible for the return of all Repairable Parts which can be returned for partial credit. If the defective Repairable Part is not received by Fujifilm within forty-five (45) days of Customer's receipt of the replacement Part, the replacement Part will be billed to Customer at Fujifilm's prevailing prices as determined by Fujifilm in its sole discretion.

Fujifilm's Equipment and Parts Conditions of Sale/Lease, as amended by Fujifilm from time to time in its sole discretion, shall govern every sale or supply of Equipment parts by Fujifilm. In addition, all Parts orders and returns, regardless of whether such Parts are covered by a warranty, are subject to, and Customer shall comply with, the Fujifilm General Terms and Conditions for Parts Orders and Returns section above.

CUSTOMER RESPONSIBILITIES

Customer shall:

- Coordinate all requests for assistance by assigning a Customer Authorized Caller to act as liaison with Fujifilm service personnel and be responsible for providing initial problem information to Fujifilm;
- Perform appropriate problem solving analysis and corrective actions by following troubleshooting instructions and remedial actions as described by Fujifilm;
- Maintain software backup copies, documentation and updates;
- Perform Customer maintenance and error recovery procedures;
- Ensure immediate access to Equipment for AFSRs when Service is requested and a suitable operating environment as specified by Fujifilm and/or the OEM;
- Provide all consumables, computer time and materials required for the Service activity; and
- If applicable, provide meter readings or other key indicators related to Equipment as requested by Fujifilm.
- Provide Equipment purchase, identification and contact information.

Customer's failure, in Fujifilm's sole discretion, to adequately perform these responsibilities may result in additional charges at Fujifilm's prevailing service rates as determined by Fujifilm in its sole discretion.

Except to the extent expressly permitted otherwise by Fujifilm in writing, Customer agrees not to disclose to any person outside of Customer's employ, nor to use for any purpose other than for Customer's procurement of Services hereunder, these Terms

and Conditions and any information which is received by Customer from or on behalf of Fujifilm or its affiliates and which relates to the Services, or which is developed hereunder, until such information is made publicly available by Fujifilm or its affiliate.

No rights in patents, trade secrets, trade names, copyrights, logos, service marks or trademarks or other intellectual property are granted by Fujifilm under these Terms and Conditions. Customer acknowledges and agrees that Customer shall not use Fujifilm'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 Fujifilm.

WARRANTIES & LIMITATIONS OF LIABILITY

Fujifilm shall provide Services and any Additional Services in a workmanlike manner. In the event Fujifilm breaches this warranty, Fujifilm's sole obligation and liability, and Customer's sole remedy, is the re-performance of the applicable service of the Equipment by Fujifilm. Any warranty regarding the Equipment is set forth in separately printed Equipment limited warranties, which shall be provided with the Equipment. All warranties regarding Parts, if any, are printed on or packaged with the Parts when sold. **EXCEPT AS EXPRESSLY PROVIDED IN SAID WARRANTIES, FUJIFILM MAKES NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, REGARDING THE SERVICE PROGRAMS, SERVICES OR ADDITIONAL SERVICES, THE EQUIPMENT AND/OR PARTS, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.** Fujifilm makes no guarantee that operation of the Equipment will be uninterrupted or without error.

Any claim for a breach of warranty related to Services or Additional Services shall be deemed waived unless made in writing and received by Fujifilm within ten (10) days of performance of the Services or Additional Services to which such claim relates.

IN NO EVENT WILL FUJIFILM BE LIABLE, WHETHER IN TORT, CONTRACT OR OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR EQUIPMENT DOWNTIME, FAILURE TO ACHIEVE COST SAVINGS, LOST PROFITS, LOST REVENUES, LOST OPPORTUNITIES, LOST DATA OR GOODWILL, INTERRUPTION OF BUSINESS, OR OTHER DAMAGES RESULTING FROM CUSTOMER'S INABILITY TO COMMENCE, CONTINUE OR RESUME COMMERCIAL OPERATIONS, ARISING OUT OF OR RELATING TO THE SERVICE PROGRAMS, SERVICES OR ADDITIONAL SERVICES, EVEN IF FUJIFILM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES RESULT FROM NEGLIGENCE OR OTHER FAULT. THIS DISCLAIMER SHALL EXTEND TO DAMAGES FOR PERSONAL INJURY TO THE EXTENT PERMITTED BY LAW.

The limited warranties (the "Equipment Limited Warranties") provided by Fujifilm are Customer's exclusive remedies if the Equipment is defective or non-conforming. The warranties shipped with Parts are Customer's exclusive remedies if the Parts are defective or non-conforming. If any court having jurisdiction finally holds that any limitation of remedies set forth herein is void or unenforceable, Fujifilm's liability for any claim shall be limited to the invoice price of the Services, Additional Services, Equipment or Parts giving rise to the claim.

No action, regardless of form, arising under these Terms and Conditions or in any way relating to the Services, Additional Services, Equipment or Parts may be brought more than one (1) year after the cause of action arises.

Use of Equipment may be subject to prohibitions, restrictions or other provisions of zoning ordinances, building, electrical, fire or sewage codes, or other laws, ordinances or regulations ("Codes and Standards") in effect at the site where Equipment is installed. It is solely Customer's responsibility to investigate such applicable Codes and Standards to determine whether any such prohibitions, restrictions or other provisions apply and to take any actions, including, but not limited to, obtaining any permits, approvals, exemptions, waivers or variances, which may be required for compliance with such Codes and Standards. Upon request, Fujifilm will provide Customer information as to any design or use approvals which Fujifilm has obtained with respect to Equipment. **HOWEVER, FUJIFILM ASSUMES NO RESPONSIBILITY WHATSOEVER FOR THE COMPLIANCE OF EQUIPMENT OR CUSTOMER'S USE OF EQUIPMENT WITH SUCH CODES AND STANDARDS. FURTHER, FUJIFILM WILL NOT IN ANY WAY BE LIABLE TO CUSTOMER OR ANY OTHER PARTY, FOR ANY DAMAGES, DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SPECIAL OR OTHERWISE, IF CUSTOMER'S USE OF EQUIPMENT, INTENDED OR ACTUAL, IS PROHIBITED, RESTRICTED OR OTHERWISE AFFECTED BY SUCH CODES AND STANDARDS.**

TERMINATION AND/OR SUSPENSION OF SERVICES

Fujifilm may, at its sole discretion, immediately terminate or suspend any Service Program, Service and/or Additional Service, in the event of Equipment misuse, abuse, lack of proper maintenance or qualified operators, repeated calls to train unqualified operators, or continued requests for Emergency Service for routine or maintenance-related quality control issues by Customer.

Fujifilm may also, in its sole discretion, immediately terminate any Service Program, Service and/or Additional Service in the event that Fujifilm determines, in its sole discretion, that Fujifilm is unable to continue to provide a Service or Additional Service due to the unavailability or shortage of necessary components, resources or parts.

Fujifilm has the right to discontinue production and/or sale of any Part at any time without notice and has no obligation to stock or supply any particular components, resources or parts. In no event will Fujifilm be required to purchase any such components, resources or parts upon unreasonable terms and/or at unreasonable prices. During any shortage of any such components, resources or parts, Fujifilm may apportion and allocate such components, resources or parts among itself and its subsidiaries, affiliates and customers as Fujifilm deems fit in its sole discretion. Fujifilm may also, in its sole discretion terminate any Service Program, Service and/or Additional Service, with or without cause, by giving at least thirty (30) days' prior written notice of termination to Customer. In the event that Fujifilm terminates any Service Program, Service and/or Additional Service without cause or due to the unavailability or shortage of necessary components, resources or parts, Fujifilm's sole liability will be to return to Customer a pro-rata portion of any fees paid in advance by Customer for the terminated Service(s) and/or Additional Service(s) for the period following the termination date or, if no fee was paid in advance by Customer for such terminated Service(s) and/or Additional Service(s), Fujifilm will cease billing Customer for such terminated Service(s) and/or Additional Service(s) not performed by Fujifilm prior to the termination date.

Customer may not terminate a Service Program prior to one hundred eighty (180) days following the commencement of such Service Program. In order for Customer to terminate a Service Program, Customer must provide Fujifilm with written notice of such termination at least thirty (30) days prior to termination. In the event of termination by Customer, Customer shall pay a pro-rata portion of the fees due under these Terms and Conditions for the period prior to termination or for Fujifilm's prevailing service rates, as determined by Fujifilm in its sole discretion, for any Services, Additional Services and/or Parts provided to Customer during such time, whichever is higher. Certain additional termination fees, as determined by Fujifilm in its sole discretion, may also apply.

GENERAL

These Terms and Conditions and other terms set forth on Fujifilm's Service Agreement Form and Service Program descriptions and any applicable provisions of Fujifilm's Equipment and Parts Conditions of Sale/Lease or the Fujifilm Repair and Replacement Parts Conditions, if and as applicable, constitute the entire contract of the parties relating to the Services and/or Additional Services, and no promises, representations or agreement, oral or written, made by any AFSR or other Fujifilm representative are made part of such contract. No course of dealings is relevant to supplement or explain any of these Terms and Conditions. These Terms and Conditions may not be modified except in writing by Fujifilm. Should these Terms and Conditions conflict with the terms set forth on Fujifilm's Service Agreement Form and/or Service Program descriptions, these Terms and Conditions shall govern.

AFSRs are not aware of all details and aspects of the Service Programs or specific coverages. Any questions or concerns about what is and is not covered by a Service Program should be addressed to Fujifilm Customer Care at (866) 306-3854.

If any provision of these Terms and Conditions (as supplemented by any additional terms of Fujifilm's Service Agreement Form, Service Program descriptions and/or Fujifilm's Equipment and Parts Conditions of Sale/Lease) is finally determined to be invalid or unenforceable by any court of competent jurisdiction, such determination shall not affect any other provision hereof, and all such other provisions will remain in full force and effect.

All Licensed Software is non-transferable, unless specifically stated otherwise in a separate license agreement accompanying the Equipment or software or entered into in writing by Fujifilm and Customer.

Fujifilm shall not be liable in any way for failure or delay in carrying out the terms of any Service Program, Services and/or any Additional Services resulting from any cause or circumstance beyond its reasonable control, including, but not limited to, any act of God, fire, flood, war, terrorism, explosion, labour difficulties, inability to obtain necessary labour or materials, interruption of transportation, civil commotion, and acts of any governmental authority.

Any sales contract formed between Customer and Fujifilm may not be assigned by Customer except with the prior written consent of Fujifilm. Fujifilm may assign all or any part of this Agreement or subcontract or delegate any or all of its obligations hereunder.

Any notice, request, consent or demand on Fujifilm shall be given by overnight courier service, or by facsimile or e-mail, promptly confirmed by overnight courier service, to the street address designated by Fujifilm.

Fujifilm's waiver of any breach or failure to enforce any of Customer's obligations under these Terms and Conditions at any time shall not limit or waive Fujifilm's right thereafter to enforce strict compliance with the terms and conditions hereof.

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 (without giving effect to its principles of conflict of laws). Customer irrevocably and unconditionally submits and waives any objection to the jurisdiction of the federal and state courts located in the Region of Peel, Province of Ontario for purposes of any suit, action or proceeding arising out of or relating to these Terms and Conditions or the contract for any Service Program formed between the parties, and agrees to take any and all future action necessary to submit to the jurisdiction of such courts. However, Fujifilm may at its option bring suit, or institute other judicial

proceedings, against Customer in any court in any place where Customer or any of Customer's assets may be found. The United Nations Convention on Contracts for the International Sale of Goods shall not govern these terms and conditions or any sales contract formed between the parties.