

FUJIFILM Healthcare UK Limited General Terms and Conditions

1. Scope of application

1.1 These General Terms and Conditions ("GTC") apply to all sales, deliveries and services (incl. technical support services) by FUJIFILM Healthcare UK Limited ("FujiFilm") to its customers ("customers").
1.2 Deviating or additional agreements shall only apply upon express written confirmation by FujiFilm; conflicting terms and conditions of the customer are expressly rejected. Conflicting individual provisions expressly accepted by FujiFilm in writing, shall apply to these GTC to the extent of their deviation.

2. Offer and conclusion of contract

2.1 The offers from FujiFilm are non-binding. Any order submitted by the customer constitutes an offer by the customer to purchase the products and/or services in accordance with these GTC and FujiFilm reserve the right to reject such order. An order shall only be deemed to be accepted when FujiFilm issue a written confirmation or acceptance of such order, at which point a contract shall come into existence.

2.2 The customer is bound to its order for four weeks after the order has been issued.

2.3 The written order confirmation by FujiFilm or the written acceptance of products and/or services shall determine the scope of the sale, delivery and/or services.

3. Prices and payment terms

3.1 Unless otherwise agreed in writing, the prices in the order confirmation apply to the sale, delivery or services. In case the delivery period exceeds four months, FujiFilm reserves the right to apply the price applicable on the day of delivery. The services fee to be paid by the customer to FujiFilm is specified in the order confirmation or is calculated according to the hourly rate in the then current valid services price list. Remuneration based on hourly rates are calculated on 15-minute periods commenced.

3.2 Unless otherwise expressly agreed in writing, the prices are net prices plus the value-added tax applicable at the time of the invoice. Calculations of discounts granted by FujiFilm are based on the net price.

3.3 All invoices are payable within 30 days of the end of the month of receipt of invoice. Should the customer fail to pay within a period of 30 days after the end of the month of receipt of our invoice (unless otherwise agreed) it is in default without prior notice and FujiFilm is entitled to charge late payment interest in the amount of 4% per annum above the base rate of the Bank of England from time to time. Payment is only considered to be complete if the amount payable is completely and irrevocably available to FujiFilm.

3.4 If the customer fails to pay FujiFilm in full on the due date FujiFilm may by notice at any time and with immediate effect suspend or cancel some or all orders or pending deliveries.

3.5 The Customer is bound by FujiFilm's invoice if the customer does not advise FujiFilm within five days of receipt of any fault in it.

3.6 FujiFilm expressly reserves the right to withhold deliveries or services until the invoice amount has been fully paid (advance payment).

3.7 FujiFilm have a lien on any property of the customer in its possession until the customer has paid all monies due to FujiFilm.

3.8 The customer is only entitled to withhold payment if its counterclaim is based on the same contractual relationship. An offsetting by the customer is not permitted, unless the counterclaim is determined by a competent court or expressly confirmed in writing by FujiFilm.

4. Time and Place of Performance; Delivery of Products

4.1 Information on delivery periods and delivery dates (including information in offers and order confirmations) is not binding, unless expressly confirmed as being binding in writing. FujiFilm provides the agreed services from Monday to Friday between 9am and 5pm, excluding public holidays (normal business hours), unless otherwise expressly specified in the order confirmation. Should the customer choose the option of increased working hours for services and this is confirmed in the order confirmation, FujiFilm will, in the event of complete system failure, continue with the customer services work started during regular business hours until 9pm on the given day.

4.2 The delivery period commences with the dispatch of the order confirmation, however not before the documents required by FujiFilm have been provided and existing payment obligations have been settled by the customer. FujiFilm is entitled to withhold deliveries to the customer if the customer is in default of payment for past deliveries.

4.3 If FujiFilm culpably or by omission fails to meet the agreed delivery deadline, the customer must reschedule the delivery date by a reasonable period of at least 14 days from the delivery due date. If FujiFilm fails to meet the extended delivery period, the customer may withdraw from the contract by written notice to FujiFilm. All claims for loss of profits, wasted expenditure, damages or losses that result from non-delivery or late delivery are hereby expressly excluded to the extent permitted by law.

4.4 If FujiFilm fails to deliver the products at all and the customer does not cancel its order, FujiFilm's liability shall be limited to the costs and expenses incurred by the customer in obtaining replacement products of similar description and quality in the cheapest market available, less the price of the products stated in the contract.

4.5 FujiFilm is entitled to perform partial deliveries if a delivery in parts and at suitable time intervals can reasonably be expected to be accepted by the customer for the specific order. Partial deliveries are considered as a separate delivery in terms of payment obligations, transfer of risk and warranty obligations.

4.6 FujiFilm shall have no liability for any delay in delivering or failure to deliver the products to the extent that such failure is caused by a Force Majeure Event (as defined in paragraph 11) or the customer's failure to provide FujiFilm with adequate delivery instructions or any other instructions that are relevant to the supply of the products.

4.7 If the customer cancels or does not accept the purchased products or services for reasons not validly attributed to FujiFilm, FujiFilm shall be entitled to either insist on the acceptance (in which case, paragraph 4.9 applies) or to withdraw from the contract or to demand or retain 15% of the net purchase price or the net services fee as flat-rate compensation for the wasted expenditure, damages and costs incurred, or, if the actual resulting damages are higher, such higher amount. The customer is free to prove that the actual damage was lower.

4.8 Any cancellation by the customer will be void if FujiFilm received notice after products have been dispatched and if the customer validly cancels the contract, it has no further claim against FujiFilm under the contract.

4.9 In each case, the risk is transferred to the customer (i) in case of carriage-free delivery without assembly or installation, upon delivery of the product to the delivery address specified by the customer, (ii) in the case of cargo delivery without assembly or installation upon delivery of the product to the carrier, and (iii) for deliveries including assembly or installation upon delivery of the product to the customer. In case of culpable delays by the customer, the risk is transferred to the customer with the notification of the readiness for shipment, assembly or installation by FujiFilm.

4.10 In addition to paragraph 3.4, FujiFilm may suspend or cancel the whole or any part of any order immediately by written notice if the customer becomes insolvent or fails to honour any of its contractual obligations. On cancellation of the whole or any part of an order for any reason, the customer shall immediately pay all outstanding amounts owing to FujiFilm in respect of products supplied, together with any applicable interest.

4.11 Should the shipping be delayed upon request or due to reasons attributable to the customer, or acceptance denied or unduly impeded by customer, FujiFilm is entitled to store the products for the duration of the delay at the expense and risk of the customer on FujiFilm's or third party premises. Written notification of the readiness for dispatch by FujiFilm is sufficient as proof for the delayed acceptance by the customer. For the duration of the delayed acceptance, the customer shall compensate FujiFilm for damages, incurred storage costs and related expenses at a flat rate of 1% of the gross invoice amount per month commenced, or, if the actual damage is higher, the higher amount. The customer is free to prove that the actual damage was lower. FujiFilm reserves the right to withdraw at any time during the delayed acceptance, in which case paragraph 4.7 is applicable.

4.12 Agreed service appointments can be cancelled free of charge up to 5 days in advance. The customer shall reimburse FujiFilm for waiting time, arrival and departure expenses to and from the site and all other expenses if the customer cancels, reschedules or delays service appointments without timely notification.

5. Retention of Title and Authorisation for Removal of Parts

5.1 Until full payment for the products delivered according to the contract, including all costs and expenses, title shall remain with FujiFilm. During repair and replacement work, the installed products remain the property of FujiFilm until full payment of the contracted amounts.

5.2 Until title to the products has passed to the customer, the customer shall:

5.2.1 store products so that they are clearly identifiable as FujiFilm's property;

5.2.2 maintain products in a satisfactory condition and insure products against all risks for their full price on FujiFilm's behalf from the date of delivery and hold the policy on foot for FujiFilm;

5.2.3 notify FujiFilm immediately if it becomes insolvent or cease or threaten to cease to trade; and

5.2.4 give FujiFilm such information relating to the products as FujiFilm may require from time to time, but the customer may use the products in the ordinary course of business at the place of delivery. The customer may not sell on the products without the written consent of FujiFilm.

5.3 In the case of seizure or other interventions by third parties, the customer shall immediately notify FujiFilm in writing and inform the third party of the retention of title or assignment.

5.4 If, before title to the products passes to the customer, the customer becomes subject to any of the events listed in paragraph 5.2.3, or FujiFilm believe that such event is about to happen and notify the customer accordingly, then, provided the products have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy that FujiFilm may have, FujiFilm may at any time require the customer to deliver up the products and, if the customer fails to do so promptly, enter any premises of the customer or of any third party where the products are stored in order to recover them.

5.5 The customer grants FujiFilm permission to enter any premises where products may be stored at any time, to inspect them and after the customer's right to use or sell them has ended, to remove them.

5.6 The costs of the de-installation and removal are to be borne by the customer, unless the provisions of paragraph 5.7 apply.

5.7 Products and software that are installed to identify errors/malfunctions prior to carrying out repairs remain the property of FujiFilm.

5.8 If a service requires the installation of a replacement part, for which the ownership rights are transferred by law to the device owner due to a combination of products, FujiFilm is entitled, until all contractual amounts have been paid, to remove the part installed at its own cost, by restoring the device to its original condition. The customer shall provide unhindered access to the device after prior notification for the de-installation of the installed products or ensure, by appropriate contractual arrangement, that the third-party owner of the equipment provides FujiFilm with access to the device.

5.9 The customer is not an agent of FujiFilm. The customer has no authority to make any contract on FujiFilm's behalf or in FujiFilm's name.

6. Installation and Acceptance

6.1 FujiFilm will install and commission any products that FujiFilm supplies for the customer's own use (rather than for resale by the customer) after they are delivered to the customer in the UK. Unless otherwise agreed, the price quoted for such products shall include delivery, installation and commissioning.

6.2 The customer must make available all necessary access and all installation and commissioning facilities that FujiFilm has confirmed is required (in writing or orally) including adequate working space, mountings, electrical installations, utilities and fittings.

6.3 FujiFilm may suspend installation until any safety hazard or facilities shortcoming has been rectified.

6.4 The customer accepts products when it makes any commercial use of them or, if sooner, when any agreed acceptance tests have been completed (or in the absence of agreed tests when products meet their standard performance specification).

6.5 The customer may not delay accepting products for additions, minor omissions or defects which do not materially affect their commercial use.

6.6 FujiFilm may charge for travelling time and other costs incurred if it cannot carry out any acceptance tests when it installs products.

7. Warranty, Material Defects, Liability

7.1 FujiFilm warrants that products will:

7.1.1 comply in all material respects with their description; and

7.1.2 be free from material defect at the time of delivery.

7.2 FujiFilm warrants that it will perform services with reasonable skill and care.

7.3 The customer shall inspect the received, assembled and/or installed products and/or services for completeness, damage and defects, quality and compliance with the specifications. Defects shall be reported to FujiFilm in writing within 10 days of delivery, hidden defects within 10 days of discovery. If, upon delivery, visible damage or losses are determined, the customer shall immediately inform the carrier (in the case of freight delivery), submit a damage/loss report and notify FujiFilm immediately (if this is not possible within a maximum of 7 days from delivery). Should these conditions not be met, FujiFilm's warranty and/or compensation obligations shall lapse.

7.4 Unless otherwise expressly stated in the order confirmation, the warranty for all products covers material defects in material and workmanship of all components for 12 months from date of transfer of risk (paragraphs 4.9 and 4.11 above) unless a different period is specified below:

- 3 months for replacement and spare parts;
- no warranty for consumables;
- for services, 6 months from delivery of the services in question;
- for software (including SOP options) see paragraph 8.4

7.5 Should the customer fail to notify a defect in writing in due time, FujiFilm is not obliged to provide the warranty. For defects covered by the warranty provisions which are notified properly and in time, FujiFilm shall provide supplementary performance and at its option by either correcting the defect or by delivery of a faultless product, at FujiFilm's sole discretion. For subsequent performance, the customer shall grant FujiFilm a reasonable period for each individual defect. The customer is not entitled to claim loss of profits, wasted expenditure, damages, price reduction or withdrawal from the contract.

7.6 The warranty does not cover defects and damages arising from:

- normal wear and tear,
- external factors or any Force Majeure Event (as defined in paragraph 11),
- inadequate or improper preparation work on the product and/or its place of installation/operation, assembly, commissioning, operation, use or maintenance, non-compliance with the manufacturer's instructions for use and product manuals, combination with unsuitable components that have not been approved in advance in writing by FujiFilm for the purpose, by the customer or a contractor of the customer,
- non-reproducible software errors,
- use of the product outside of its intended purpose or declaration of conformity,
- alterations, tampering and repairs to the product by the customer or by third parties not authorised by FujiFilm without prior written consent from FujiFilm
- FujiFilm following any specification or instructions supplied by the customer.

7.7 Information on FujiFilm's products or services does not constitute any warranty or guarantee regarding product features, unless otherwise explicitly agreed in writing.

7.8 If a product needs to be returned the customer must contact FujiFilm to request a confirmed claims number and comply with FujiFilm's instructions which must be carried out in full otherwise the return of goods will be refused. Products are authorised for return only when the customer has received a confirmed claims number.

7.9. FujiFilm may charge a reasonable fee to the customer for inspection of products but it will waive that fee if products are found to be faulty.

7.10 Unless otherwise expressly agreed in writing, FujiFilm guarantees only for the territory of the country of delivery, that the product supplied by FujiFilm or the services provided does not infringe any rights of third parties. If a third party makes legitimate claims due to infringement of property rights by the purchase and/or use of one of FujiFilm's delivered products, FujiFilm shall, at its discretion and expense, either obtain a right of use for the product concerned, modify the product so that no property rights are infringed, or replace the product. If the above is not reasonably possible, the customer shall be entitled to the statutory rights of withdrawal and reduction. The aforementioned obligations only apply if and to the extent the customer immediately informs FujiFilm of any such claims asserted by the third party in writing, does not acknowledge an infringement and leaves any protective measures and settlement negotiations to the discretion of FujiFilm. If the customer ceases to use the product to mitigate damage or for other important reasons, the customer is obliged to inform the third party concerned that the discontinuation of use does not constitute any acknowledgement of an infringement of a property right.

7.11 Claims by the customer under paragraph 7.10 shall be excluded if the customer itself is responsible for the infringement of a property right. The exclusion also applies if the infringement is caused by special specifications of the customer or a usage of the product not foreseeable by FujiFilm or if it is caused by the fact that the product has been modified by the customer or has been used in combination with products not provided by FujiFilm. In case of software, the provisions of paragraph 8 (Software) shall apply additionally with regard to infringements of property rights. **Any other claims against FujiFilm and its affiliates, representatives, employees, directors and agents ("representatives") due to other defects or title are excluded.**

7.12 The liability for material defects and other contractual claims are subject to a limitation period of one year from the time they have been incurred.

7.13 To the extent permitted by law, FujiFilm and its representatives exclude any liability for loss or damage due to simple negligence.

7.14. FujiFilm's liability in respect of all or any claims for negligence or breach of contract or other duty to the customer is limited to (i) five hundred thousand pounds; or (ii) if higher, the value of the products and/or services the subject of the contract plus fifty thousand pounds.

7.15 Subject to paragraph 7.19 FujiFilm shall have no liability to the customer in any event (even if it is negligent) for any of the following however and whenever arising:

7.15.1 loss of profits, business, revenue, data, goodwill or anticipated savings; or

7.15.2 special, indirect or consequential loss or damage.

7.16 Customer claims for damages due to use or outage of the product are excluded to the extent permitted by law.

7.17 FujiFilm is not liable for the storage or continuous functionality of data or software that has been saved by the customer on devices, software modules or other parts or components which as part of the performance are replaced, updated or upgraded. The customer is solely responsible for data backups.

7.18 If the customer engages a third party for the maintenance and repair of the system concerned, prior, during or after FujiFilm's performance, FujiFilm assumes no responsibility for incompatibility or compatibility of the services or for resulting complications or damages.

7.19 Nothing in these GTC restricts or limits FujiFilm's liability for fraud or fraudulent misrepresentation, breach of any mandatory statutory obligation or for death or personal injury resulting from its negligence.

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8. Software

8.1 If the subject matter of the contract includes software from Fujifilm or software licensed from a third party ("OEM software" and together with Fujifilm software "Software"), it shall not be deemed acquired by the customer, but only licensed for use in or with the purchased item on a non-exclusive and non-transferable basis. Access rights and source codes do not constitute part of the delivery. The license terms and further general terms and conditions of the OEM software manufacturer, which will be provided to the customer on request, shall apply to OEM software. The customer accepts their validity by accepting the OEM software.

8.2 The customer may not and will not allow any third party to:

8.2.1 make any copies of Software or decipher, reverse engineer or alter it except to the extent permitted by law; or
8.2.2 disclose any confidential information supplied with, or contained in, the Software to third parties.

8.3 The licence ends when the customer ceases to use the products for which Software is provided and the customer must then immediately return to Fujifilm all copies of the Software in its possession or control (or, if Fujifilm requests, destroy or delete all copies and provide written evidence that it has done so).

8.4 Fujifilm warrants that it will use all reasonable endeavours to correct any material fault in the Software notified in writing to Fujifilm by the customer within three months of delivery. If, in Fujifilm's opinion, it is unable to correct the fault, it will refund the price or proportionate value of the Software (and the customer must then return all copies of the Software to Fujifilm). **Fujifilm have no other liability for bugs, errors or other defects in Software.**

9. Obligation to Cooperate

9.1 Fujifilm is entitled to withhold or to interrupt the provision of services at the expense of the customer, if the device to be maintained or repaired or the premises are not available in an impeccable hygienic condition without risk of infection.

9.2 The customer shall grant Fujifilm the time and access to the device needed to provide the services. In addition, the customer shall ensure that all the technical requirements for carrying out the work (e.g. electricity, water, heating, air conditioning, Internet access, etc.) are available at no cost to Fujifilm. Electrical installations shall comply with applicable regulations and standards.

9.3 If the customer has been granted a low price on replacement parts and accessories, which is based on the return of used parts to Fujifilm, title to all components of the product configuration replaced by new or replacement parts will transfer to Fujifilm upon completion of replacement, unless Fujifilm has expressly waived its right in writing. A request for inspection of a used part must be made by customer to Fujifilm immediately but not later than two weeks after completion of the exchange.

10. Disclosure Requirement

The customer shall immediately notify Fujifilm of all complaints regarding product safety as well as serious incidents within the meaning of the EU Medical Devices Regulation or the equivalent UK statute to the extent if they are connected to the medical devices supplied or manufactured by Fujifilm, even if they do not simultaneously constitute a warranty claim. Copies of notifications to authorities must be sent to Fujifilm.

11. Force Majeure

11.1 If either party is prevented or delayed in the performance of any of its contractual obligations by a circumstance outside its reasonable control (Force Majeure Event) the affected party will immediately notify the other party, specifying the circumstances giving rise to the Force Majeure Event, and after notification will have no liability in the performance of the relevant obligations for so long as it is prevented by the Force Majeure Event.

11.2 If a Force Majeure Event persists for more than 90 days, Fujifilm shall have the right to cancel the affected order(s), in whole or in part, immediately by written notice.

12. Disposal of Electrical Devices

12.1 If the customer sells the purchased item to third party commercial users, the customer personally undertakes to include appropriate provisions in the purchase agreement to ensure that the purchased item shall be duly disposed of at the end of its service life at the expense of the last commercial user. Customer thereby discharges Fujifilm from any obligation by law to take back the product and from related third-party claims.

12.2 If the customer omits to transfer this obligation, it shall undertake to take back and duly dispose the delivered product after end of usage at its own expense and to dispose of it properly.

12.3 Fujifilm's claim to transfer/indemnification through the customer shall not expire for a period of two years after the end of usage of the device. The limitation period begins with receipt of customer's written notice regarding the end of the usage.

12.4 In particular the customer accepts responsibility in respect of the disposal of products supplied to it by Fujifilm, in lieu of Fujifilm as manufacturer or supplier, for all obligations arising under the Directive of the European Council and Parliament 2002/96/EC on Waste Electrical and Electronic Equipment and any United Kingdom or other statute, regulation or other legal requirement issued or made in connection with that Directive as modified from time to time.

13. Global Trade Compliance

13.1 The customer agrees to (i) fully comply with all applicable national and international export control and sanctions laws and regulations, including, but not limited to those pertaining to U.K., U.S. (re-)export regulations, EU or local export control and sanctions regulations, Catch-all regulations, or the export or import controls or restrictions of other applicable jurisdictions; (ii) not use, sell, export or re-export, directly or indirectly, any of the products, software, technology or documentation for purposes associated with chemical, biological and nuclear weapons, missiles carrying such weapons, or terrorism; (iii) not unlawfully sell, export or re-export to any country subject to an (arms) embargo or sanction imposed by the UN, the OSCE, the U.K., the EU or the USA, nor to sell, export or re-export unlawfully to any denied person under U.K., European, Japanese or U.S. export control and sanctions regulations; and (iv) only use, sell, transfer, export or re-export, directly or indirectly, any of the products, software, technology or documentation under strict adherence to all applicable export control laws.

13.2. The customer warrants and represents that neither it or its affiliates or directors, have been previously, or are currently, placed on one of the restricted parties lists under U.K., European, Japanese or U.S. export control and sanctions regulations. The customer further warrants that it is not currently owned 50% or more, individually or in the aggregate, by one or more such restricted parties.

13.3. The validity of Fujifilm's quotation and any resulting agreement or contract may be subject to the granting of a governmental export or import license. In the event that an end-use statement is required, the customer shall provide Fujifilm with such document on first written request; if an import license or proof of import is required, the customer shall provide Fujifilm with such document as soon as it is available. Where the delivery of products or services is restricted or prohibited due to export control laws or non-issuance of required governmental licenses, Fujifilm's obligations and the customer's rights will be suspended for the duration of such restriction or prohibition, and if this suspension continues for a period of at least one (1) month, the contract may be terminated by Fujifilm immediately by giving the customer a written notice, without incurring any liability to the customer.

13.4. The customer shall indemnify Fujifilm and hold Fujifilm harmless against any claims and/or damages incurred by Fujifilm due to the customer's breach of this paragraph 13.

14. Use of Customer Data

14.1 The customer acknowledges that Fujifilm collects, stores, processes and transmits personal data necessary for or prior to the performance of a contract, in strict compliance with all applicable provisions, including the Data Protection Act 2018 and the UK GDPR (i.e. the retained EU law version of the General Data Protection Regulation ((EU) 2016/679)), and on the basis of Fujifilm's privacy policy. Fujifilm's privacy policy informs the customer about the categories of data processed, for what purpose and on what legal basis the processing is carried out, the recipients as well as the rights of the data subject and additional information pursuant to Art. 13 et seq. UK GDPR. The customer can find Fujifilm's privacy policy on the Fujifilm website.

14.2 As part of support and maintenance or during the warranty period, the customer shall ensure and is responsible for ensuring that no patient data is visible to Fujifilm staff. If it is unavoidable and patient data becomes visible to Fujifilm, will process such data in accordance with the terms of Fujifilm's Data Processing Agreement (DPA), unless otherwise agreed. Fujifilm shall provide the customer with Fujifilm's Data Processing Agreement upon request.

14.3 The customer is obliged to inform its employees and representatives about the processing of personal data agreed in this paragraph.

15. Applicable Law, Place of Jurisdiction, General

15.1 The legal relationship between the parties is exclusively governed by English law, regardless of any conflict of laws provisions. The United Nations Convention on contracts for the international sale of goods (CISG) is not applicable.

15.2 Any disputes or claims arising out of or in connection with a contractual relationship governed by these GTC or any breach thereof, shall be submitted to the exclusive jurisdiction of the courts of England & Wales and each party hereby consents to the jurisdiction and venue of such court.

15.3 To the extent any contractual provision, including these GTC, be found for any reason invalid or unenforceable by a court or other competent authority, such provision shall be replaced by a valid provision most closely corresponding to the original intent of the parties. The remainder of the contract shall remain in full force and effect.

15.4 If more than one customer is a party to a contract then each customer has joint and several obligations under these GTC.

15.5 Fujifilm may treat the customer as insolvent if:

15.5.1 the customer is unable to pay its debts as they fall due; or

15.5.2 the customer (or any of its property) becomes the subject of (a) any formal insolvency procedure (including receivership, liquidation, administration, voluntary arrangements (including a moratorium) or bankruptcy); (b) any application or proposal for any formal insolvency procedure; or (c) any application, procedure or proposal outside the

United Kingdom with similar effect or purpose.

15.6 Either party may serve a notice by leaving it at or by delivering it by recorded delivery post to the other's registered office or principal place of business and such notice will be deemed served when left at the relevant address or at the time of recorded delivery.

15.7 Any reference in these GTC to "stated", "notified", "confirmed" or similar phrases includes a requirement for such matter to be in writing unless expressly stated otherwise.

15.8 No contract will create any right enforceable (by virtue of the Contracts (Rights of Third Parties) Act 1999) by any person other than Fujifilm or the customer.

15.9 A contract entered into between the parties which includes these GTC constitutes the whole agreement and understanding of the parties and supersedes any previous arrangement, understanding or agreement between them. The parties acknowledge that, in entering into a contract, they have not relied on any statement, representation, assurance or warranty (whether made negligently or innocently) other than those expressly set out in these GTC.

15.10 The customer may not assign, transfer or sub-contract the benefit or burden of any contract right or obligation without Fujifilm's written consent.