

## Fixed Term Rental Agreement

*Versions 7.2 and 7.3*

<b>Term of Agreement</b>	<b>Description of Term Declared to be Unfair</b>
Clause 1(a)	By signing and returning the contract to Fujifilm, the customer irrevocably offers to acquire the equipment and services under the contract but Fujifilm is not bound by the contract until the customer has been advised in writing of Fujifilm's unconditional acceptance of the contract or Fujifilm has delivered equipment, whichever occurs first.
Clause 2(b)	If neither party has given written notice to the other no later than 90 days before the end of the minimum term of the contract, the contract holds over and may then only be ended by either party on 90 days' written notice.
Clause 3(b)	Fujifilm is only obliged to use reasonable endeavours to deliver the software or equipment and is not liable to the customer, to the extent permitted by law, for any delay, but with no right for the Fuji Customer to be excused from the charges payable.
Clause 4(a)(ii)	The customer indemnifies Fujifilm for loss or damage to the products (including all associated costs) with the only exclusions being normal wear and tear and to the extent attributable to Fujifilm's negligence or default.
Clause 4(a)(vi)	The customer must comply with Fujifilm's "customer expectation documents" which can be amended without notifying the customer, and any reasonable directions issued by Fujifilm from time to time.  This clause imposes obligations on the customer from the "customer expectation documents", or "(where none is available) any end user documentation, manual or specification published by the manufacturer", which Fujifilm is not required to provide to the customer.
Clause 7	The contract is subject to terms which are not stated in it and which can be amended without notice to the customer.
Clause 9(d)	Fujifilm will invoice the customer for licensed software irrespective of delivery by Fujifilm.
Clause 9(f)	Fujifilm has the right, acting reasonably, to immediately vary all or some of the charges payable by the customer by notifying the customer.
Clause 9(i)	The customer must pay Fujifilm all costs and expenses incurred in exercising its contractual rights on a full indemnity basis, without any corresponding right.

Clause 10	Fujifilm has significant rights to terminate the contract and it must act reasonably when exercising those rights. The customer has only limited rights to terminate the contract.
Clause 10(b)	Fujifilm can, acting reasonably, suspend the provision of the services if the customer breaches the contract or any other contract which Fujifilm reasonably considers is related, but the customer must continue paying all charges during the suspensions.
Clause 10(c)	Fujifilm can, acting reasonably, immediately terminate the contract if the customer breaches any term of the contract which is not remedied within seven days of notice of the breach whereas the customer is only given rights to immediately terminate the contract if Fujifilm materially breaches the contract and such breach is not remedied within 30 days of notice of the breach.
Clause 10(d) and 10(e)	If Fujifilm exercises its rights to terminate the contract then the customer must pay Fujifilm an amount, reasonably determined by Fujifilm, equal to the then unpaid balance of the basic charges for the remainder of the contract (minus savings for repair costs Fujifilm does not have to provide) and then subject to a discount rate, plus any other resource costs, including break costs, that Fujifilm incurs as a result of the termination.
Clause 11(b)(v)	The customer states they have read each document forming part of the contract (including any document incorporated by reference) and have based their decision to enter the contract solely on their contents.
Clause 11(c)	Fujifilm is given significant caps, reductions or limitations on its total liability, but the customer is required to pay termination payments without any such reduction, cap or limitation.
Clause 13(d)	Fujifilm is not liable to the customer for any delay or non-performance of its obligations arising from a defined force majeure event (the definition of which includes actions by third party suppliers), but there is no such protection for the customer.
Clause 13(e)	The customer must not assign or transfer the contract or any benefit or right under it to another company without Fujifilm's prior written consent but Fujifilm can, acting reasonably, assign the contract to another company without notice.
Clause 13(h)	Subject to any rights of the customer which cannot be excluded, the customer agrees that it has not relied upon any representation made by Fujifilm not set out in the contract.