

Minimum Term Rental Agreement

Version 3.0

Term of Agreement	Description of Term Declared to be Unfair
Clause 2(a) and 2(b)	By signing and returning the contract to Fujifilm, the customer irrevocably offers to rent the goods but Fujifilm is not bound by the contract until it has purchased the products from the vendor named in the contract.
Clause 4(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 4(d)	Fujifilm is permitted to immediately terminate the contract if the customer breaches any term of the contract or another agreement contained in the contract.
Clause 4(e)(ii) and 4(f)	If Fujifilm terminates the contract under clause 4(d) or the parties otherwise agree to end the contract early then the customer must pay Fujifilm an amount equal to the then unpaid balance of the rental charges for the remainder of the minimum term discounted to their net present value at a rate of 5% per annum, minus any amount recovered under the customer's insurance policies (for goods that are lost, stolen, damaged or destroyed).
Clause 6(a)(iii)	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 6(a)(iv) and 6(a)(v)	This clause imposes obligations from the "customer expectation document" which Fujifilm is not required to provide to the customer.
Clause 8(a)(iii)	The customer must pay Fujifilm all costs and expenses incurred by Fujifilm as a result of the customer failing to comply with the contract, without any corresponding right for the customer.
Clause 9(a)(vi)	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 9(c) and 9(d)	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

	<p>limitation. Subject to any rights of the customer which cannot be excluded, it includes a limitation period on the customer of six months.</p>
<p>Clause 11(a)</p>	<p>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.</p>
<p>Clause 11(b)</p>	<p>The customer must not assign or transfer the contract or any benefit or right under it to another company but Fujifilm can assign the contract to another company without notice.</p>
<p>Clause 11(c)(ii)</p>	<p>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.</p>