

Support Services Agreement

Versions 7.2 and 7.3

Term of Agreement	Description of Term Declared to be Unfair
Clause 1(a)	By signing and returning the contract to Fujifilm, the customer irrevocably offers to acquire the 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 commenced providing the support services, 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(a)	Fujifilm is only obliged to use reasonable endeavours to perform the services 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)(vi)	<p>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.</p> <p>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.</p>
Clause 7(c)	Fujifilm may impose a "base support charge" for the remainder of the contract if, in any quarter, actual impressions are less than the aggregate average monthly print volume specified in the Fujifilm "customer expectation documents" which Fujifilm can amend without notice.
Clause 7(e)	Fujifilm has the right, acting reasonably, to immediately vary all or some of the charges payable by the customer by notifying the customer.
Clause 7(h)	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 8	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 8(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 8(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.
Clauses 8(d) and 8(e)	If Fujifilm exercises its rights to terminate the contract then the customer must pay Fujifilm an amount, reasonably determined by Fujifilm, which includes any other resource costs, including break costs, that Fujifilm incurs as a result of the termination.
Clause 9(b)	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)	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 10(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 10(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 10(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.