

GENERAL TERMS AND CONDITION SERVICE AGREEMENTS FOR FUJI XEROX PRINTERS

1. General. These general terms and conditions shall apply to all service provided to the Customer by

Fuji Xerox Printers. Additional terms and conditions governing particular service options or programs may be set forth on a supplement provided by Fuji Xerox Printers to the Customer (“Supplement”).

2. Acceptance. The Customer’s submission of a purchase order or acceptance of service shall be deemed acceptance of these General Terms and Conditions, and those set forth on applicable Supplements to the exclusion of any additional or different terms and conditions on the Customer’s

purchase order. The exclusion applies even if such order is expressly made conditional on Fuji Xerox Printers assent to such additional or different terms.

3. Agents. Fuji Xerox Printers may appoint third parties to act as its agents in performance of its service obligations under this Service Agreement. All references herein to Fuji Xerox Printers shall be deemed to include such agents of Fuji Xerox Printers.

4. Utilisation of Service. Neither Fuji Xerox Printers nor its Agents will make any adjustments should the Customer fail to utilise service coverage purchased under this Agreement.

5. Fees. Fees for service shall be as stated in the quotation and shall apply only to the products specified therein.

6. Term. The effective date of the initial terms of service coverage shall be as shown on the invoice to the Customer.

7. Invoices and Payment. The Customer shall pay amounts invoiced within 30 days from the date of invoice. Fuji Xerox Printers may withhold service if the Customer fails to make any payment when due.

8. Taxes. Service fees are exclusive of all federal, state and local sale, use, excise, privilege and similar taxes. The Customer shall pay such taxes, unless the Customer furnishes a valid exemption certificate when returning the Service Agreement Card.

9. Indemnity. Fuji Xerox Printers shall indemnify and hold the Customer harmless from and against any claim of injury or damage to property to the extent it is caused by the negligent or wrongful acts or omissions of Fuji Xerox Printers while on the Customer’s premises.

10. Confidentiality. Fuji Xerox Printers recognises that during the performance of service hereunder, Fuji Xerox Printers may be exposed to information of a confidential nature relating to the business of the Customer. Fuji Xerox Printers agrees to hold such information in confidence for the Customer to the same extent that Fuji Xerox Printers provides for its won information and not to disclose such information to any other party without the prior written consent of the Customer.

11. Limitation of Liability. IN NO EVENT SHALL FUJI XEROX PRINTERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF SERVICE PROVIDED HEREUNDER, EVEN IF FUJI XEROX PRINTERS HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

12. Waiver. Failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.

13. Assignment. The Customer may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Fuji Xerox Printers.

14. Governing Law. The laws of the state of New South Wales, Australia, shall govern this Agreement.

14.1. Except as specified in this Agreement, Fuji Xerox Printers liability shall be limited to the terms of its Product Warranty. Fuji Xerox Printers shall not be liable for interruption and/ or loss of business by the Customer, for loss of profit by the Customer, for consequential damages or for claims by third parties against the Customer.

14.2. Australia Customers only. Australia consumers should be aware that the Trade Practices Act 1974 and Equivalent State and Territory legislation (collectively “The Acts”) contain special provisions designed to protect Australian consumers. The terms and conditions under this Agreement does not exclude or limit the application of any provision of the Acts, where to do so would contravene the Acts or cause any part of this

Agreement to be void. In this Agreement, an implied condition or warranty, the exclusion of which forms a contract with a Customer (as defined in the Acts) would contravene any provision of the Acts or cause any part or all of this

Agreement to be void, is called a “non-excludable condition”. To the full extent permitted by law, Fuji Xerox Printers sole and total liability to the customer for a breach of any non-excludable condition is limited. Fuji Xerox Printers liability for the breach of a condition or warranty implied by the Acts, will be limited to, at Fuji Xerox Printers option:

- * Replacing or re-supplying, or paying the cost of re-supply of the goods; and
- * In the case of services, the payment of the cost of having the services supplied again.

Subject to the above, all conditions and warranties which would or might otherwise be implied in

a Consumer contract, whether by operation of statute, inference from circumstances, industry practice or otherwise, are excluded.

15. Attorney’s Fees. If litigation or collection is commenced to enforce any provision of this Agreement, the prevailing party shall be entitled to recover reasonable costs, including attorney fees and collection costs.

16. Replacement Parts. In the maintenance of any product, Fuji Xerox Printers may use new, or equivalent to new, parts or assemblies for equal or improved quality. All defective parts and assemblies become the property of Fuji Xerox Printers. Fuji Xerox Printers, at its option, may request the return of these parts.

17. Coverage Eligibility.

17.1. Products that have been continuously covered by a Fuji Xerox Printers Product Warranty or a Fuji Xerox Printers Service Agreement are eligible for immediate coverage under this Agreement.

17.2. Other products will be eligible if they meet Fuji Xerox Printers specifications. The Customer shall request Fuji Xerox Printers to perform a pre-contract survey at the then current rates to determine if the printer meets specification requirements. At the request of the Customer, Fuji Xerox Printers may bring up the product to specification at the then current rates for parts, labour, and travel so that the product will be eligible for coverage.

18. Telephone Support and Remote Diagnosis. To ensure that the product is repaired as quickly and efficiently as possible, the Customer must first work cooperatively with Fuji Xerox Printers Telephone Support to try to repair the product. If the product contains features that enable Fuji Xerox Printers to diagnose and repair problems with the product remotely, Fuji Xerox Printers may request that the Customer allow such remote access to the product.

19. Exclusion of Customer Replaceable Consumables. This Service agreement does not cover Customer Replaceable Consumables (CRC). The Customer Replaceable Consumables for each product are listed in the user manual for the product.

20. Coverage of Customer Replaceable Units. This Service Agreement does cover Customer

Replaceable Units (CRU). CRUs for each product are listed in the user manual for the product. When

a CRU is determined by Fuji Xerox Printers to be defective, a free replacement unit will be shipped to the customer for replacement. The return process will be handled according to the current Fuji Xerox Printers procedure. Failure to follow this procedure will result in the customer being billed full price for the CRU.

21. Limitations.

21.1. Fuji Xerox Printers shall not be obligated under this Agreement to:

- 21.1.1. Repair damage resulting from attempts by personnel other than Fuji Xerox Printers representatives to install, modify, repair or service the product unless directed by a Fuji Xerox Printers representative;
- 21.1.2. Repair damage resulting from malfunction, or degradation of performance resulting from the improper use or connection to incompatible equipment or memory;
- 21.1.3. Repair any product that has been damaged, abused or misused as defined by Fuji Xerox Printers and through no fault of Fuji Xerox Printers;
- 21.1.4. Provide any application software support or service involving application hardware;
- 21.1.5. Repair any damage, malfunction or degradation of performance caused by the use of non-Xerox Phaser Printer supplies or consumables, or Xerox Phaser Printer supplies not specified for use with the particular product;
- 21.1.6. Perform user maintenance or cleaning or to repair damage, malfunction or Degradation of performance resulting from failure to perform user maintenance and cleaning as prescribed by Fuji Xerox Printers in its published materials;
- 21.1.7. Repair damage, malfunction or degradation of performance resulting from use of the product in an environment not meeting the operating specifications set forth in the user manual;
- 21.1.8. Service any product that has been damaged through environmental conditions, power supply variance, electrical voltage or current on any interconnection, which exceeds product specification;
- 21.1.9. Repair or replace any accessories or supplies; or

21.110 Service any product after the limit of its duty cycle has been reached, if applicable.

21.2 Any service identified in the preceding section and provided by Fuji Xerox Printers at the Customer's request shall be invoiced to the Customer at Fuji Xerox Printers then current rates for parts, labour and travel.

21.3 Fuji Xerox Printers shall not be held responsible for delays in servicing or returning the product in the event of industrial strikes, acts of war, natural disasters or other events that are beyond the immediate control of Fuji Xerox Printers.

22. Enhancements or Upgrades. Software or firmware enhancements or upgrades are not provided under this Agreement, but may be purchased separately upon their release.

23. Software and Firmware Updates. Updates may be required to correct performance problems and will be provided under this Agreement where deemed applicable by Fuji Xerox Printers. Fuji Xerox Printers will only maintain support for software and firmware releases that are at the latest and next to the latest revision levels.

24. Notices. All notices shall be given in writing and shall be effective upon receipt. Notices to Customers shall be sent to the address shown in the Customer's order, unless otherwise specified by the Customer to Fuji Xerox Printers in writing. Notices to Fuji Xerox Printers shall be sent to:

Fuji Xerox Printers
Beacon Business Park
Unit 10, 14A Rodborough Road
Frenchs Forest NSW 2086
AUSTRALIA

25. Termination.

5.1. Either party can terminate this Agreement at any time with thirty (30) days prior written notice.

5.2. Fuji Xerox Printers reserves the right to terminate service provided under this Agreement by written notice to the Customer, if the Customer breaches any material provision of these Terms and Conditions. If the breach is persisted or not rectified within 30 days after receipt of such notice, Fuji Xerox Printers may terminate service.

26. Entire Agreement. This document, the quotation, if any, and any applicable supplements provided by Fuji Xerox Printers shall contain the entire Agreement between the parties. All prior agreements and negotiations relating to the same subject are superseded by this document. This Agreement may not be modified except by written amendment, signed by an authorised representative of each Party.

SUPPLEMENTAL TERMS AND CONDITIONS
SERVICE AGREEMENTS FOR FUJI XEROX PRINTERS

1. General. These terms and conditions are supplemental to the general Terms and Conditions for Service Agreements and specifically describe the on-site service program for those products, which are eligible. These supplemental terms and conditions are applicable to the following services:

- Warranty conversion
- Extended On-Site Service
- Annual On-Site Service

2. Contracted Period. The start date and period of coverage shall be specified as per the Service Agreement Card and verifiable by the Customer's proof of purchase.

3. Remedial Service. In the event of product failure, Fuji Xerox Printers will, at its option repair the defective product by means of telephone support or on-site service at no charge for parts and labour or replace the product with a comparable product. To obtain service under this Service Agreement, the Customer must first contact the Telephone Support personnel at Fuji Xerox Printers, or that of its authorised service representatives. Telephone Support personnel will work to resolve issues professionally and quickly; however, the Customer must reasonably assist Fuji Xerox Printers or its authorized representative. If telephone support is unsuccessful, Fuji Xerox Printers will repair the product without charge for parts, labour or travel or at its option, Fuji Xerox Printers may provide a comparable replacement product. Remedial service does not include performance or normal user maintenance and cleaning as prescribed in the user manual for the product, or the replacement of Customer Replaceable Consumables (CRC). Any requests for Fuji Xerox Printers or its Agents to perform such services shall be billed to the Customer at the then current time and material rates.

4. Service Area. Service will be provided within Australia and New Zealand with limited on-site service in excess of 250 kilometres from a designated Fuji Xerox Printers Service Centre.

5. Travel Charges. Additional charges apply to on-site services performed outside of the 50 km radius from a recognized Fuji Xerox Printers Service Centre.

6. Response Time. Fuji Xerox Printers will make best efforts to respond to requests for on-site service within the times shown below:

Travel Distance (in kms)* Time (in days)

0 – 50 kms / next day / \$ 0

51 – 100 kms / 2 days / \$ 121

101 – 200 kms / 3 days / \$ 231

* Distance is calculated as one-way to the Customer from the nearest designated service centre

** Time is measured against 8.30am to 5.00pm, Monday through Friday, excluding public holidays, meal and rest breaks locally observed by Fuji Xerox Printers.

Charge is 'per call'.

At Fuji Xerox Printers discretion, Fuji Xerox Printers may dispatch a loan product of equivalent specifications to the Customer, rather than provide on-site service.

The Customer shall promptly return the faulty product to the Service Centre nominated by Fuji Xerox Printers. All freight and risk shall be at Fuji Xerox Printers expense.

7. Relocation of Products. Relocation of products to a site other than the site specified initially by the Customer may affect the availability of service and will relieve Fuji Xerox Printers of its obligation to provide on-site service unless:

7.1. The Customer notifies Fuji Xerox Printers thirty (30) days prior to such relocation;

7.2. Fuji Xerox Printers confirms that the relocation does not affect the availability of service; and

7.3 The Customer agrees to pay any adjustment of charges which may result from the relocation.

7.4 Upon request of the Customer, Fuji Xerox Printers will supervise product relocation, including de-installation, crating and uncrating and reinstallation, or perform other associated service at the then current time and material rates.

8.0 Obligations of the Customer

8.1 The Customer shall permit Fuji Xerox Printers access to the products whenever service is required. The Customer shall ensure that the user co-operates with Fuji Xerox Printers to the extent necessary to permit service to be performed efficiently and without interruption.

8.2 The Customer shall permit Fuji Xerox Printers to use any Customer equipment or facilities that Fuji Xerox Printers reasonably deems necessary for the performance of service.

8.3 The Customer shall be responsible for the procurement, installation and maintenance of all non-Xerox Phaser Printer communication media, including, but not limited to customer telephones and networks. Charges for the use of such media and equipment in connection with the performance of service shall be borne by the Customer.

8.4 The Customer shall ensure that the site meets the environmental specifications contained in the user manual supplied with the product to be serviced. If a product under service fails by operating in a site not meeting Fuji Xerox Printers specifications, Fuji Xerox Printers may refuse to provide service until the site meets specifications.

8.5 The Customer is responsible to perform basic operator maintenance as described in the user manual for the product.

9.0 Obligations of Fuji Xerox Printers.

9.1 Fuji Xerox Printers shall carry or provide Workers Compensation and Comprehensive Automobile and General Liability Insurance as appropriate for federal, state and local laws.

9.2 Fuji Xerox Printers reserves the right to determine the assignment of its employees in providing service hereunder

9.3 Fuji Xerox Printers warrants the repair services and that all parts furnished hereunder will be free from defects in material and workmanship for ninety (90) days after the time of service provision or parts installation.

GENERAL TERMS AND CONDITIONS OF SALES AND SERVICE

1. DESIGNATED COUNTRY.

"Designated Country" means the country of incorporation of the Seller entity which accepts Customer's order.

2. PRODUCTS.

The term "Products" as used in these Terms and Conditions means any goods and/or services sold or licensed by Seller to Customer;

3. PRICES AND QUOTATIONS.

The price of the Product is as stated on the accompanying Seller invoice or quotation. All prices appearing on any quotation or invoice are stated in either Australian Dollars. Unless otherwise indicated, all prices are exclusive of General Sales Tax and quotations supplied by Seller are valid for thirty (30) days only from the date of issue.

4. RESCHEDULING AND CANCELATION.

All requests to reschedule or cancel an order are subject to acceptance by Seller. Seller reserves the right to levy a rescheduling or cancellation charge for requests received within 30 days of a scheduled shipping date.

5. SHIPPING AND DELIVERY.

Seller will schedule shipments based on Customer's requests and Seller's estimated shipping capability, provided Customer's order requests shipment within six (6) months from the date of the order. Seller may make partial shipments unless Customer's order specifically objects.

In all other countries, the Sellers general terms and conditions of sale in the Designated Country, a copy of which is available upon request, shall govern shipping and delivery.

Seller will not be liable for any delay or failure to deliver resulting from circumstances beyond Sellers reasonable control or which would cause Seller to incur unreasonable expense to avoid.

6. CUSTOMER'S ORDER.

These Terms and Conditions shall apply to all contracts for the sale or supply of Products by Seller to Customer to the exclusion of all other terms and conditions including any terms or conditions which Customer may purport to apply under any purchase or confirmation of order or similar document

7. SOFTWARE

Software, including software products and software incorporated within products eg in ROM or on internal media, is provided under license and is subject to the terms on separate license agreement, a copy of which may be obtained from any Seller sales office. In general Seller licenses permit reproduction only for use with equipment for which the software was originally acquired and prohibit disassembly, decompilation and reverse engineering. Customer may use and reproduce may use and reproduce the software only as permitted by the applicable license.

8. TITLE, RISK OF LOSS, AND SECURITY INTEREST.

Title to all Products (other than software) and risk of loss shall pass to Customer upon tender to the carrier. Title to software remains with Seller or its licensors. Seller reserves a security interest in each Product until the entire amount due has been paid.

9. TAXES.

All sales, use, general sales tax (GST), excise, privilege, and similar taxes imposed on Seller or which Seller has a duty to collect in connection with the sale, supply, delivery, or use of any Product will appear as separate items on the invoice and Customer shall be liable to the same. If sales to Customer are exempt from such taxes, Customer shall furnish Seller a certificate of exemption.

10. INVOICES AND PAYMENT.

Upon each shipment Seller will issue an invoice to the address specified in Customer's order. Payment terms are cash upon delivery or, at the option of the Seller either net thirty (30) days from the date of the invoice or otherwise agreed between the parties, payment shall be in the currency of the Designated Country. Customer shall not be entitled to make any deduction in respect of any set-off or counterclaim. Seller without prejudice to its other rights hereunder may charge interest at prevailing commercial bank lending rates in the Designated Country on any balance outstanding after the expiration of thirty (30) days, such interest accruing on a daily basis. Seller may change its credit terms and suspend performance under any order when, in the opinion of Seller, Customer's financial condition or record of payment so warrants. Customer agrees to pay any third party collection expenses, including attorney's fees, incurred by Seller to collect any unpaid amounts.

11. LIMITATION OF LIABILITY.

UNLESS LAWS PRESCRIBE OTHERWISE, IN NO EVENT SHALL SELLER OR ITS AFFILIATES OR VENDORS BE LIABLE FOR ANY INDIRECT SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OF

CUSTOMER'S PURCHASE OR USE OF ANY PRODUCT EVEN IF SELLER, THE AFFILIATE OR VENDOR HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

12. USE OF RECONDITIONED MATERIAL.

Seller's Products may include materials that are new or reconditioned to like new performance and functionality. Customer shall not be entitled to reject Products or seek any diminution in the price of the Product on the basis of the inclusion of reconditioned materials.

13. TECHNICAL CHANGES.

Seller shall in its absolute discretion be entitled from time to time to make changes in the design or specification of the Products provided that such changes shall not materially affect the quality or fitness for purpose of the Products.

14. EXPORT RESTRICTIONS.

Customer shall not export, re-export, or transfer, directly or indirectly; any Product or technical data received hereunder, to any country or user to which such export, re-export or transfer is restricted by United States or local country law or regulation without first obtaining any required governmental license, authorization, certification or approval. If Customer resells or otherwise disposes of any Product or technical data purchased hereunder, it will comply with any export restrictions applicable to such transfer. Seller shall have no liability or delayed delivery or non-delivery resulting from denial, revocation, suspension or governmental delay in issuance, of any necessary export license or authority.

15. WARRANTY.

Seller warrants to its Customers that the Products it sells will be free from defects in materials and workmanship for the periods set forth in the applicable warranty statement, a copy of which may be obtained from any Seller sales office. If any such Product proves defective during the warranty period, Seller will repair or replace the defective Product as specified in the applicable statement.

Information concerning the warranty period and whether warranty service will be provided at a location other than a Seller service center is set forth in the applicable warranty statement.

16. POST WARRANTY SERVICES.

After expiration of the warranty period, Customer has the option to enter into a Service Agreement or to opt for Service on a per-incident basis for which separate terms and conditions will apply.

17. INFRINGEMENT.

Seller, at its expense, will defend Customer against any claim based on an allegation that a Product furnished hereunder infringes a patent or copyright of another in the Designated Country, and Seller will pay any resulting costs, damages, and attorneys' fees finally awarded against Customer that are attributable to such claim, or will pay the part of any settlement that is attributable to such claim. Provided that 1) Customer notifies Seller promptly in writing of the claim, 2) Seller is permitted to control the defense or settlement of the claim, and 3) Customer cooperates reasonably in such defense or settlement at Sellers expense. The defense provided above will apply to claims based on an allegation that the Product infringes a patent or copyright of the Product's use, provided Seller has previously introduced in that country and the Product has been shipped to a valid export order, if the Product has been exported from the Designated Country. In its defense or settlement of any claim, Seller may, in its sole discretion, 1) procure for Customer the right to continue using the Product, 2) modify the Product so that its use becomes non infringing, 3) replace the Product with a comparable product not subject to the claim, or 4) provide customer an opportunity to return the Product for refund of the purchase price paid less a reasonable allowance for use.

Seller shall have no liability to Customer for claims of infringement based up on 1) the use of any Product in a manner other than that for which it is intended or in combination with any product not supplied by Seller or 2) the use of any Product designed, manufactured, or modified to the specifications of Customer. The foregoing states the entire obligation and liability of Seller with respect to infringement and claims thereof

18. WAIVER.

The failure of either party to enforce any provision of these terms and conditions shall not be construed as a waiver of such provision or the right thereafter to Enforce each and every provision. No waiver by either party, express or implied, of any breach of these terms and conditions shall be construed as a waiver of any other breach of such term or condition.

19. GOVERNING LAW.

The rights and obligations of the parties hereunder shall be governed by and Construed in accordance with the laws of the Designated Country except for orders Accepted in the US, where the governing laws shall be of the State of Oregon. Where such Convention would otherwise apply, the provisions of the UN Convention for the Sale of Goods, 1980, shall not apply to the arrangements between the parties hereto.