

FUJIFILM UNIGRAPHICA AG
Terms and Conditions for Services

THESE "TERMS AND CONDITIONS FOR SERVICES" CONSTITUTE A PART OF "GENERAL TERMS AND CONDITIONS OF SALE FOR SYSTEMS SALES" ("T&C OF SALE") AND PROVIDES ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO THE SERVICES PERFORMED BY FUJIFILM UNIGRAPHICA AG ("VENDOR"). NOTWITHSTANDING ANY DIFFERENT, CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS WHICH APPEAR ON ANY PURCHASE ORDER OR OTHER BUSINESS FORM SUBMITTED BY BUYER, SUCH DIFFERENT, CONFLICTING OR ADDITIONAL TERMS WILL NOT BECOME A PART OF THE CONTRACT BETWEEN VENDOR AND BUYER.

1. Preamble

Unless Vendor has agreed in written form anything to the contrary with Buyer, these Terms and Conditions for Services as well as T&C of Sale shall apply to all services provided by Vendor for Buyer, including, but not limited to, assembly, disassembly, repair, maintenance or modification work as well as loading, unloading, monitoring of the operation of machines, the conduct of investigations and trainings of operators ("Service(s)").

Any terms or conditions of Buyer which are different or inconsistent with these Terms and Conditions for Services shall not be recognized, even if Vendor does not expressly object to them.

All the capitalized terms herein have the same meaning as defined in T&C of Sale.

2. Preparatory Services by Buyer

Unless otherwise agreed, Buyer shall at its cost and risk:

- a. unload and transfer the machines to the site;
- b. supply helpers and - if necessary - electricians, metalworkers, welders, and other specialist workmen in the number deemed necessary by Vendor;
- c. supply and supervise sufficiently large, suitable, dry and lockable rooms for the safekeeping of materials and tools, as well as adequate, heated working and accommodation facilities for the personnel;
- d. supply necessary equipment such as workbenches and other heavy tools and lifting equipment as well as any necessary auxiliary equipment; and
- e. provide suitable accommodation near the workplace.

If Buyer is unable to carry out the items above, these will be carried out by Vendor to the extent possible, and the cost incurred will be charged to Buyer.

Buyer is obliged to ensure safety at the site. Buyer is liable to Vendor for personal injury and material damage resulting from violation of this obligation.

3. Selection of staff

Vendor will dispatch personnel, who according to Vendor is suitable for the intended Services. Vendor reserves the right - in its discretion - to dispatch personnel from the manufacturers instead of its own personnel. In that case, these Terms and Conditions for Services and the rates of the third company shall apply.

4. Service fees

The Service is charged by Vendor according to this Section. If in the course of the Service Vendor reasonably determined that that the desired objective will not be met, Buyer shall bear the cost already incurred.

All information on the expected duration of the Services is based on estimation and not binding. If the work extends over a longer period than assumed, no claims against Vendor can be asserted.

Unless otherwise agreed upon, the Service to be carried out will be calculated by Vendor at the rates applicable on the day of performance. If Vendor's senior rated personnel or the personnel from manufacturers are dispatched, the rates will be separately provided by Vendor.

Without regard to the place of Services, Vendor will charge the following Service fees :

Description	Fee (subject to VAT)
Travel and layover time up to 4.5 hours	EUR 750.00
Travel and layover time up to 8.0 hours	EUR 1'500.00
First 8.0 hours of on-site support	EUR 1'500.00
Any hours over 8,0 hours and weekend / holidays (Overtime rate)	EUR 225.00/hr
Payable holidays which fall on a regular work-free working day or Sunday	EUR 3'000.00

Buyer acknowledges that, if it is reasonable to do so, Vendor may choose to provide Services on "payable holidays which fall on a regular work-free working day or Sunday". In that case, the price categories "First 8.0 hours of on-site support" and "Any hours over 8,0 hours and weekend / holidays (Overtime rate)" will apply, and Buyer will grant the personnel of Vendor the access with the needed onsite support of additional employees from Buyer.

Overtime / Work at night

The personnel of Vendor are instructed to carry out the Service as soon as possible and to avoid overtime if possible. Should overtime be necessary or desired by Buyer, such overtime shall be agreed with Vendor, not with the personnel himself/herself. It is pointed out to Buyer that overtime and work at night is subject to the legal provisions on working hours as well as to the relevant legal and tariff regulations.

5. Travelling expenses

The travelling expenses including the cost of accommodation of the personnel of Vendor will be borne by Buyer.

Vendor may at its discretion organize a reasonable and standard means of transportation and hotel accommodation and charge the costs to

Buyer with a 20% surcharge as administration costs. When the journey is by car, for which EUR 0.90/km of travel costs are charged per person.

If requested by Vendor, Buyer will arrange the means of transportation and the hotel accommodation. The hotel room should be a reasonable size, and the room temperature and hygienic standard must be taken into consideration.

6. Insurance and disability

The Vendor's personnel shall remain insured with the health insurance of Vendor. The contributions for legal social security are included in the rates under Section 4.

In the case that Vendor's personnel's incapacity for work during working hours is attributable to Buyer (e.g. industrial accident), the Service fee shall continue to be paid for the time during which the personnel has to remain at the place of work as a result of incapacity for work. During a stay in hospital at the place of work, the Service fee shall be reduced by half. If it is necessary for the personnel incapable for work to travel home, the travelling expenses including the fee for the travelling time shall be at the Buyer's expense.

7. NO WARRANTY

SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. EXCEPT FOR THE WARRANTY FOR SPARE PARTS OR CONSUMABLES, IF ANY, SEPARATELY PROVIDED IN WRITING BY VENDOR AT THE TIME OF SALE, VENDOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICES OR ANY SPARE PARTS OR CONSUMABLES PROVIDED HEREIN, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTIES ARISING OUT OF A COURSE OF DEALING OR USAGE OF TRADE. VENDOR MAKES NO GUARANTEE THAT ANY SOFTWARE ACCOMPANYING OR INTEGRATED INTO THE EQUIPMENT PRODUCTS SOLD BY VENDOR TO BUYER ("EQUIPMENT") OR ANY HARDWARE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ANY DEFECTS WILL BE CORRECTED. VENDOR DOES NOT GUARANTEE UNINTERRUPTED OPERATION OF THE EQUIPMENT OR OTHER OBJECTS OF THE SERVICE.

8. EXCLUDED SERVICES.

Services shall not include damage to, repair or replacement of parts caused by or due to: (a) modifications to Equipment or any component thereof made other than by Vendor or its authorized third party service provider; (b) Buyer's use of the Equipment in a manner other than in accordance with any written instruction or documentation provided by Vendor to Buyer; (c) failure to continually provide a suitable installation environment, including but not limited to, adequate electrical power, air conditioning or humidity control; (d) force majeure events; (e) electrical work, devices, cables, etc. external to the Equipment or the maintenance of accessories, alterations, attachments or other devices not covered herein; (f) excessive electrostatic discharge, improper grounding, improper power line protection; (g) failure of Buyer to perform recommended maintenance and cleaning; (h) improperly trained and inexperienced operators; and (i) the use of non-Vendor recommended fluids with the Equipment. Vendor shall not be responsible to pay for or replace any Buyer materials and consumables utilized during the servicing or repair of the Equipment.

9. Limitation of Liability. IN NO EVENT WILL VENDOR OR ITS AFFILIATES BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, SAVINGS, OR BUSINESS RESULTING ARISING UNDER THESE TERMS AND CONDITIONS FROM ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE. Notwithstanding any other terms set forth herein or in the T&C of Sale, Buyer's sole and exclusive remedy for any Services that fail to conform or are inconsistent with Vendor's service level commitment to Buyer under these Terms and Conditions, as determined by Vendor, and Vendor's sole liability related thereto, is limited to re-performance of the affected portion of the Services or, at Vendor's option, refund of the fees paid by Buyer for the affected Services. Any claim shall be brought within one year from the date that a cause of action arises.