

# Canon's general terms and conditions for operating and all-in agreements (2018)

## 1 – Scope of application

1. These terms and conditions apply when renting equipment for commercial use with simultaneous collection of a service fee.

2. Rental means a transaction, whereby

a. Canon Danmark A/S (Canon) concludes an agreement (the rental agreement) with another party (the customer), which entitles the latter to use the rental equipment (the equipment) and

b. the services for which the customer must pay or be liable, have been calculated so that they cover the amortisation of all or the major part of the acquisition price of the equipment plus payment for service.

3. The rental agreement, which consists of a front page with individual conditions and any annexes stated herein, 'Canon's general terms and conditions for operating and all-in agreements (2018)' and 'Canon's general terms and conditions for service and support regarding operating and all-in agreements (2018)' constitute the entire contractual basis between Canon and the customer. Other written or oral agreements between Canon and the customer regarding this rental agreement have no validity.

4. A copy or a scan of the rental agreement with signature has the same validity as the original signed copy. The same applies to documents prepared in connection with the rental agreement.

5. It is pointed out that the Danish IT Industry Association (*ITBrancheforeningen*) has published "Recommendations on the financing of copy and print solutions". The recommendations can be found (in Danish) at [www.itb.dk](http://www.itb.dk), and the customer is encouraged to read them before signing the agreement.

## 2 – Proprietary right

1. The rental equipment is Canon's property. The customer is not entitled to sell, pledge or in other ways dispose legally of the rental equipment.

2. Type designations, serial numbers and the like, which serves as identification of the rental equipment, must not be removed.

3. Canon may demand that, at his own expense, the customer have his accountant prepare and send to Canon a report on the presence of the rental equipment, and Canon may have the equipment provided with a mark or other features that indicate Canon's proprietary right in the equipment.

4. Canon's proprietary right also extends to equipment that is combined with or replaces parts of the rental equipment.

5. Canon may request access to inspect the rental equipment at any time. If, in connection with the inspection, defects in the maintenance are pointed out or objections to the manner of use are raised, the customer must immediately comply with Canon's instructions and remedy the defects pointed out.

## 3 – Right of use

1. The customer is entitled to use the rental equipment in his business.

2. Unless the agreement concerns equipment which according to its nature implies changing places of use, the rental equipment may not be removed from the customer's business premises.

3. The rental equipment may not be sub-leased, lent or handed over to third parties.

4. The rental equipment may not be changed, converted or replaced.

5. The rental equipment may not be incorporated in buildings or other movable property in such a way that Canon's proprietary right is lost.

6. The rental equipment may not be used outside the borders of Denmark without Canon's prior written permission.

7. The rental equipment must be used in accordance with the manufacturer's directions and specifications.

8. The customer is given a right to use any software delivered in connection with the rental equipment. The right of use applies solely in connection with the use of the rental equipment as the software has been installed on delivery.

## 4 – Rent, basic service amount and payment for consumption

1. In consideration for the use of the rental equipment and servicing thereof, the customer pays an operational fee, the size of which is composed of the rent, basic service amount and payment for minimum consumption stated on the front page as well as any additional consumption. In addition to this, the customer is required to pay VAT together with taxes and duties payable on the operational fee or calculated pursuant to the rules from time to time applicable. A3 size counts as two counter units of A4 size and banner size as four times A4 size if not otherwise stated in the agreement.

2. If the purchase price stated in the rental agreement is changed at the insistence of the supplier or as a result of the purchase price being paid in

foreign currency at a rate other than that assumed when the total operational fee

was calculated, the operational fee is adjusted accordingly.

3. If the parties have agreed that the operational fee will vary in whole or in part according to the level of a reference interest rate or a reference exchange rate, the reference interest rate, reference exchange rate and the conditions for changing the operational fee must be stated in the agreement. If a non-publicly quoted reference interest rate or reference exchange rate is used, Canon must notify the customer about any change in the reference interest or exchange rate used. If the public quotation of the reference interest rate stops, or if Canon can demonstrate that it has generally lost its importance, Canon may use another reference interest rate, provided that the position of the parties are essentially unchanged when such rate is used.

If it has been agreed that the financial part of the operational fee varies by the changes in the three-month CIBOR rate, the adjustment is made each 8 January, 8 April, 8 July and 8 October on the basis of the three-month CIBOR rate on the day in question.

In agreements with variable operational fee, Canon is entitled to increase the operational fee as compensation for any differences between the trends in the agreed reference interest rate and trends in Canon's costs of refinancing. Such increase can only be effected prospectively and subject to 3 (three) months' prior notice. If the operational fee has been increased in accordance with this provision, and the basis for the increase subsequently ceases to exist in full or in

part, Canon is obliged to reduce the operational fee, though never to a level lower than at the time when the agreement was concluded.

4. Unless another indexation has been agreed in the individual provisions, Canon is also entitled semi-annually to increase the operational fee by the increase in the net price index published by Statistics Denmark. The customer is not entitled to a reduction as a result of falls in the net price index.

If the above increase is not sufficient to cover the service provider's direct and indirect cost increases regarding service and consumables, Canon is entitled to additional increases of the operational fee to cover such costs.

5. Besides as stated in clause 4, no. 3, in agreements with variable operational fee as well as in agreements with fixed operational fee, Canon is entitled to increase the operational fee as compensation for cost-increasing or profitreducing

changes in public law regulations or on the basis of public law requirements made by public authorities, and which affect Canon directly or indirectly.

6. In case of delayed payment of the operational fee or other amounts due under the agreement, default interest is payable at a rate of 2% per month or part of a month plus a late payment fee.

7. Until delivery has taken place, the customer is liable for and pays interest on expenses and prepayments that Canon has made in accordance with the agreement or the purchase agreement. Interest accrued on claims from suppliers, which are not due to delays on the part of Canon, is paid by the customer.

8. The customer is obliged to pay the agreed amounts for rent, basic service amount and payment for minimum consumption, independently of whether the

customer's actual consumption is less than the agreed minimum consumption. At the end of each 12-month period, if no other frequency has been agreed with

the service provider, the customer reads his consumption. The consumption is reported directly to the service provider (or another party communicated to the customer), who will then make a statement of the consumption. In connection with repossession of equipment, a final reading is taken. The service provider is entitled to take a control reading at any time during the period of agreement.

Consumption in addition to the agreed minimum consumption is settled at prices

appearing from the agreement. Additional consumption is settled annually, unless another frequency has been agreed with the service provider, by invoicing from the service provider to the customer, who pays the invoice directly

to the service provider.

Less consumption is not reimbursed and cannot be transferred to other counter units or to subsequent periods.

9. Defects in the rental equipment as well as loss of or damage to the rental equipment in an event that is not due to Canon's circumstances do not exempt the customer from paying the total operational fee. In the event of total loss of the rental equipment as well as in case of cancellation of the purchase agreement, the parties' outstanding account is calculated according to clause 17.

10. Whatever the cause, the customer is not entitled not to pay the operational fee or not to make other payments to Canon because of any counterclaims

against Canon, supplier or others, regardless of their origin, nature or otherwise.

Hence, the customer can under no circumstances set off against payments to Canon.

11. Canon is entitled to select on which of several claims due a part payment, including the net proceeds of a realisation of the equipment/additional securities, see clause 17, is to be written off.

#### **5 – Delivery**

1. The rental equipment is delivered at the address stated in the rental agreement.

Prior to delivery, the customer must ensure that the access route to the place of installation is clear and that electrical installations, switches, connecting cables and any ventilation are present to the necessary extent. Moreover, the machine must be securely earthed on connection.

2. On delivery of the rental equipment, the customer must immediately examine

it properly. If the customer finds any defects, the customer must immediately and

no later than five working days from delivery complain in writing to Canon. If the

customer has not complained in writing within five working days from the date of

delivery, the delivered equipment is considered to have been approved.

3. If the customer does not pick up or receive the rental equipment in due time, or if the customer's circumstances have otherwise had the effect that it was not handed over to the customer in time, Canon is entitled to compensation.

4. In case of delivery before the commencement of the agreed period of agreement, rent, the basic service amount and payment for consumption are payable pro rata for the period up until then. In case of delivery later than the commencement of the agreed period of agreement, the commencement is postponed until the first ordinary date of payment after delivery has been made,

and rent, the basic service amount and payment for consumption are payable pro rata for the period up until then.

#### **6 – Claims for defects against the supplier**

1. The legal venue for claims against the supplier is the Copenhagen City Court.

2. The supplier has no obligation to remedy defects in hardware/software that the

customer has changed.

3. The customer can in no circumstances claim defects against the supplier later than one year from the delivery of the rental equipment.

4. At the supplier's choice, defects are remedied by rectifying defects or by replacement delivery at the place of delivery originally agreed. In this connection,

the customer is responsible that the replacement delivery can be made at the place of delivery originally agreed, unless otherwise agreed between the supplier

and the customer. However, the supplier will be entitled to remedy defects at the

supplier's premises or at the premises of a service technician designated by the supplier. The deadlines stated in clause 10(2) apply to the remedy of defects and replacement delivery. If the remedy of defects involves payment of disproportionately large costs, the supplier will be entitled instead to make a proportionate reduction in the purchase price corresponding to the reduction in

the value of the equipment. Replacement delivery requires the customer's prior approval and the drawing up of a new separate agreement, see clause 10(4).

5. The supplier's liability is limited to an amount corresponding to 100% of payments received by the supplier under the purchase agreement for the rental equipment during the last 12 months before the date of the event giving rise to the claim.

6. The customer cannot raise claims against the supplier on account of defects in

the equipment besides as described in sub-clauses (1)-(5), irrespective of whether the customer's loss or costs are directly or indirectly caused by defects in the equipment.

7. If the customer gets a pro rata reduction, such amount accrues to Canon so that the future rent is adjusted in proportion to the amount actually received by

Canon, or any third party to whom the rental agreement may be transferred, from the supplier.

8. Complaints must be submitted in writing.

#### **7 – Termination**

1. With the exceptions mentioned in sub-clauses (2) and (3), the agreement is non-terminable from the conclusion of the agreement and in the entire period of agreement.

2. Each party may terminate the agreement without notice if it turns out that it is

impossible to deliver the equipment, or if delivery has not been made six months

after the agreed date at the latest, and Canon can then cancel the purchase agreement. If the agreement is terminated in accordance with this provision, the

customer must cover Canon for any losses incidental to entering into the agreement.

3. Canon may terminate the agreement without notice in the following cases:

a. If the customer is a sole proprietorship or a partnership, in the event of the death of the personally liable owner or any of the partners.

b. If the customer is a public or private limited company, in the event of the transfer of a controlling part of the share capital.

c. In the event that the customer divests substantial parts of his commercial activities or the customer's capital base becomes materially reduced during the period of agreement.

d. If the customer does not provide information about his owner and control structure and does not identify any beneficial owners according to the Danish Act

on Measures to Prevent Money Laundering and Financing of Terrorism

(*Bekendtgørelse af lov om forebyggende foranstaltninger mod hvidvask af udbytte og finansiering af terrorisme*).

On termination according to this provision, Canon's claim is calculated

according

to clause 17.

#### **8 – Extension**

On the expiry of the agreed period of agreement, it is automatically extended on

unchanged conditions for 12 months at a time, unless the customer has terminated the agreement before that by giving three months' notice.

However,

the extension requires an individual approval from Canon.

#### **9 – The customer's responsibilities**

1. The customer is responsible that both private and public regulations applying to the use of the rental equipment are complied with and that the necessary permissions are obtained. The customer bears the risk that the required permissions can be obtained and are not withdrawn.

It rests with the customer to ensure that the power supply of the equipment and

all installations for the purpose of connection are legal.

The customer exempts Canon for any liability the latter may incur to public authorities or private individuals or bodies on account of the use made by the customer of the rental equipment, including that regulations have not been observed or permissions not obtained.

2. The customer bears the risk for damage to the customer's property that is due

to defects or dangerous properties in the rental equipment.

It rests with the customer to hold Canon harmless as regards claims that may be

raised by a third party, including the customer's staff, against Canon as owner of

the rental equipment as a result of defects or dangerous properties in the rental

equipment. In relation to the Danish Act on Product Safety (Lov om produktsikkerhed), the customer has a duty to prevent that the equipment may cause damage to a third party's person or property.

#### **10 – Maintenance and service**

1. The customer is required to keep and maintain the rental equipment in good repair and working order at all times, ordinary wear and tear excepted.

The customer is required to strictly observe the maintenance instructions set out

in manuals and similar material from the supplier. In connection with repair and maintenance, only original spare parts stipulated by the supplier may be used, and any repairs and service must be undertaken by the service provider or a service technician authorised by him.

In connection with maintenance and repair, the rental equipment must not undergo any changes or modifications.

2. The customer's remedy for defective performance is limited to demanding that

the supplier replace the equipment with similar equipment if a defect has not been remedied within 14 days of the supplier having received a notice demanding remedy of the defect. Such demand can, at the earliest, be made after the expiry of the deadline mentioned in the first sentence. The deadlines mentioned here are suspended to the extent that the defect is due to external factors, including the impossibility of delivery of spare parts. Irrespective of the above, the customer cannot demand that the rental equipment be replaced if the

defect does not considerably reduce the fitness for purpose of the equipment.

3. The supplier is entitled to replace the rental equipment with other equipment

with equivalent specifications if the supplier assesses that the rental equipment is strained beyond the manufacturer's recommendations. Such replacement is

made without additional costs for the customer, provided that the customer has otherwise observed the specifications applying to the use of the equipment. In case of such replacement, the supplier is entitled to use factory remanufactured equipment.

4. Any replacement of rental equipment requires Canon's prior consent. Any replacement requires the conclusion of a new separate agreement, see clause 15.

5. The operational fee includes delivery and installation of any spare parts which the service provider finds necessary. The customer will not become the owner of replaced spare parts.

As regards service, reference is made to "Canon's general terms and conditions for service and support regarding operating and all-in agreements (2018)"

6. The customer accepts that the service provider may at any time have the service performed by another service provider, and that Canon is entitled to appoint a new service provider.

#### **11 – Risk**

The customer bears the risk of the rental equipment and the right of use from the conclusion of the agreement up until the day on which the equipment has been correctly returned to Canon.

The customer must inform Canon without delay in the event that the equipment

is damaged or deteriorates – regardless of the reason.

If the equipment is repairable, the customer must have it repaired at his own expense. If the equipment is irreparable, the agreement terminates, and any account outstanding between the parties is settled according to the provisions of clause 17.

#### **12 – Insurance**

The customer is obliged at his own expense to take out insurance against loss of or damage to the rental equipment and against any claims brought against the customer as user or Canon as owner in connection with the use of the rental equipment. Canon may demand that the insurer be notified of Canon's interest at the customer's expense.

Canon may at any time choose to take out insurance against loss of and damage to the rental equipment at the customer's expense. The premium for such insurance can be indexed by the increase in the net price index published by Statistics Denmark and be increased in the event of price increases in the insurance product. Currently, the excess is DKK 5,000 per claim in case of a purchase price under DKK 500,000 and currently DKK 10,000 per claim in case of an acquisition price higher than or equal to DKK 500,000 and payable by the customer.

#### **13 – Duty of disclosure and consent**

1. On request, the customer must produce his latest annual report, interim financial statements and budgets as well as the personal financial statements of the liable owners. The customer must also notify Canon of any circumstances that may materially affect Canon's credit risk.

2. The customer consents to Canon obtaining information about the customer's creditworthiness and registering the information obtained – and also consents to this information as well as information related to the present rental agreement being processed and disclosed to a new lessor to whom this present rental agreement is expected to be transferred.

#### **14 – Security**

If the customer has made a deposit or provided other security for the fulfilment of the customer's obligations, such deposit or security also serves as security for any other obligation the customer has or may of his own volition incur against Canon, regardless of the reason.

#### **15 – Renegotiation**

The rental agreement concluded may be renegotiated during the rental period if

the customer's needs regarding the equipment change. Changes may be made in case of additions of rental equipment, reductions in rental equipment or replacement of rental equipment. Changes can be agreed with effect from the end of an invoicing term. Any change requires the conclusion of a new separate rental agreement, taking into account the remaining obligation existing from time

to time under this present rental agreement. Moreover, Canon's renewed individual credit approval of the customer and the new rental agreement is required.

#### **16 – Non-performance**

Canon may terminate the agreement without notice and demand compensation

for any loss suffered, including expenses borne by Canon, in the event that the customer fails materially to fulfil his obligations under the agreement, including that:

1. the customer fails to pay rent, basic service amount or payment for consumption or any other payments due within eight days of the due day;
2. the customer goes bankrupt and the estate does not affirm the agreement and provide adequate security within eight days of being encouraged to do so;
3. the customer initiates an unreported suspension of payments or is placed under a reconstruction process, unless, with the reconstruction administrator's permission, a clarifying statement was timely given regarding the continuation of the agreement in accordance with the provisions of the Danish Bankruptcy Act (*Konkursloven*);
4. the customer fails to fulfil his obligations under another rental, leasing or loan agreement entered into with Canon;
5. the customer fails to maintain the rental equipment or fails to repair it properly;
6. the customer does not allow Canon to inspect the rental equipment;
7. the customer fails to observe the provisions of clause 3(2) by removing the rental equipment from his business premises;
8. the customer fails to observe the provisions of clause 3(3) by letting a third party have full or partial use of the rental equipment;
9. the customer uses the rental equipment in conflict with current statutory provisions, directions and instructions applying to such use, or fails to obtain the required public authorisations;
10. the customer fails to take out and retain insurance policies in accordance with clause 12; or
11. on being requested to do so, the customer fails to submit financial

Statements etc. in accordance with clause 13.

In the cases mentioned in sub-clauses (5)-(11) above, the agreement can only be cancelled if the breach remains unremedied eight days after the customer was requested in writing to remedy the breach.

#### **17 – Statement**

If the rental agreement is cancelled by Canon or lapses due to the destruction or total loss of the rental equipment, or as a result of the cancellation of the purchase agreement, the customer is obliged to pay to Canon:

- a. All outstanding amounts due, including basic service amount, payment for minimum consumption and any additional consumption as well as other amounts owing plus interest and costs.
- b. All amounts not yet due, including basic service amount and payment for minimum consumption for the remaining period of agreement, discounted to current value.

In the event of the customer's bankruptcy or reconstruction under the provisions

of the Bankruptcy Act, the obligation to pay non-due amounts, basic service amount and payment for minimum consumption during the remainder of the period of agreement applies to the extent that Canon proves that such payments

may be considered equivalent to instalment payments. Otherwise, these payments are subordinated.

Canon is entitled, in advance, to cover his claim for subordinated rent in any deposit or other security provided and/or in the value of the rental equipment, should it be sold.

c. The estimated residual value of the rental equipment at the end of the period of agreement, discounted to current value.

d. Compensation for any further losses suffered by Canon as a result of the customer's breach of contract and/or the termination of the agreement prior to the expiry of the period of agreement.

e. Default interest at the rate of 2% per month or part of a month on the amount

due from the customer to Canon in accordance with points a-d above, as from the day of settlement until payment is made or credit is given; see below.

The amount claimed by Canon is reduced by the net amount obtained by Canon by re-renting the rental equipment for the remainder of the period of agreement;

from the sale of the rental equipment; from payment of the sum insured; or from

repayment of the purchase price. If the amount thus recovered exceeds Canon's

claim, the lessee is not entitled to receive such excess amount.

If it proves impossible to sell or re-rent the rental equipment within four weeks of the date on which it was placed at Canon's disposal, Canon is entitled to base its

claim on the net amount estimated by an expert valuer appointed by the home court of Canon to be the market value of the rental equipment, or to dispose of the rental equipment by auction.

#### **18 – Return of the leased equipment**

On expiry of the period of agreement or termination of the agreement, the customer must return the rental equipment, including software, to a place within the national borders of Denmark as specified by Canon. The customer is obliged, at his own expense, to delete from the rental equipment data of any kind, including personal data. Failure to delete data is without responsibility for Canon.

The rental equipment may only be transported by a firm approved by Canon. The customer pays all costs related to transport.

If the rental equipment is not returned as stated above, Canon is entitled, without notice and at the customer's expense, to dismantle and collect the rental equipment.

The customer has no lien on the rental equipment, including software.

#### **19 – Remuneration of business partners**

In some cases, Canon receives or pays commission or other remuneration when Canon buys or brokers a business partner's products.

#### **20 – Force majeure, limitation of indirect losses, product liability etc.**

1. Canon is released from any obligation to the customer as a result of circumstances that prevent the performance of the rental agreement or make performance unreasonably onerous, including industrial disputes and any other circumstance which the parties do not control, such as fire, war, mobilisation or military drafting to a similar extent, requisition, seizure, currency restrictions, rebellion and unrest, lack of means of transport, general scarcity of goods, natural disasters, fuel restrictions and defects in or delays of supplies from sub-suppliers, which are due to any of the circumstances mentioned in this paragraph. If the force majeure event lasts for more than 90 calendar days, Canon is entitled to terminate the agreement by written notice with immediate effect without this leading to other claims between the parties, including compensation or damages.

2. Canon can under no circumstances be made liable for business interruption loss, lost earnings or other indirect or consequential losses.

3. Canon is only liable for injury to persons or damage to property as a result of defects in the rental equipment (product liability) to the extent that liability follows from mandatory statutory provisions. Canon is not liable for damage to the customer's property or other property intended for commercial use (commercial property damage). In this connection, it is specified that Canon is not liable for the customer's loss of data as a result of defects in the rental equipment.

**21 – Venue**  
Any actions for claims arising out of the rental agreement can only be brought before the Copenhagen City Court.  
The customer is obliged to join Canon as a defendant/respondent at the court or arbitration tribunal to which Canon may be summoned in disputes concerning or arising out of the rental equipment.

The legal relations between the parties are governed and construed according to Danish Law.

#### **22 – Assignment**

1. Canon is entitled to assign or in any other way transfer his rights under the rental agreement as well as his title to the rental equipment. Such assignment will not release Canon Danmark A/S of any obligations under the rental agreement.

2. After Canon's assignment of the rental agreement to, for example, Leasing Fyn Bank A/S and this company's possible subsequent reassignment to, for example, Leasing Fyn Faaborg A/S, Leasing Fyn Middelfart A/S or Leasing Fyn Svendborg A/S, the following applies in the relationship between the new lessor,

to whom the rental agreement was assigned (in the following referred to as 'Leasing Fyn') and the customer:

a. After the assignment, agreements on amendments to the rental agreement can only be made with Leasing Fyn as lessor. Such agreements must always be in writing to be valid.

b. The customer can only pay the operational fee and other obligations undertaken under the rental agreement to Leasing Fyn in full discharge.

c. Before the conclusion of the rental agreement, the customer has selected the rental equipment and approved the supplier, brand, terms of delivery, specifications and the contents of the purchase agreement. Leasing Fyn is not liable for delays, non-delivery, actual or legal defects in the rental equipment, repairs of the rental equipment or lack of service. Leasing Fyn disclaims liability for any loss, including business interruption loss or other consequential damage that delay or defects in the equipment may cause to the customer. Regardless of

the usefulness of the equipment, the customer must pay the operational fee to lessor when the equipment has been delivered. In compensation, Leasing Fyn

assigns its powers in relation to Canon Danmark A/S and/or other suppliers, including any guarantees, to the customer on the terms mentioned below. Should the customer find, after the assignment of the equipment, that the equipment was not contractual on delivery, the customer must complain to the supplier and/or Canon Danmark A/S without undue delay after the defect was found. The customer must notify Leasing Fyn about all matters of importance to putting through any claim; in any respect follow Leasing Fyn's instructions; and on request immediately leave it to Leasing Fyn to try to put through any claim on the customer's behalf.

In the event of defects, the customer is obliged to accept remedy from Canon Danmark A/S and/or other suppliers at Canon Danmark A/S' and/or other suppliers' expense, possibly by the equipment being replaced by other equipment of the same nature, usefulness and quality. However, the foregoing does not apply if the remedy will subject the customer to unreasonable expense or inconvenience.

If Canon Danmark A/S and/or other suppliers cannot be held liable for remedying,

or if a defect cannot be remedied as mentioned above, instances of defects must be settled by a reduction in the purchase price of the equipment. Canon Danmark A/S and/or other suppliers must pay any amount of reduction obtained to Leasing Fyn. The future operational fee is adjusted for the reception of the amount of reduction in relation to the amount that Leasing Fyn actually receives from Canon Danmark A/S and/or other suppliers.

If the purchase agreement is cancelled, the purchase price accrues to Leasing Fyn, and a statement is made of the outstanding account between Leasing Fyn and the customer in accordance with clause 17. Compensation for delay and consequential damage is due to the customer.

The customer bears all costs in connection with advancing claims against Canon Danmark A/S and/or other suppliers.

d. Service is not provided by Leasing Fyn. The total operational fee is, however, charged by Leasing Fyn, and the part of the operational fee that relates to service, is invoiced to the service provider. Service is provided on the terms and conditions agreed between the customer and the service provider. Leasing Fyn accepts no responsibility for service obligations in relation to the service agreement.

Both the customer and the service provider declare that they know and accept that the service obligations rest solely on the service provider, and that payment for service can only be made to Leasing Fyn in full discharge.

If the customer claims that the service provider fails to fulfil its service obligations, and the customer consequently wants to make a claim, including cancelling the service agreement, the service provider and Leasing Fyn must be notified of this in writing. For the period until a final legal decision has been made, the operational fee including the service part must be paid.

The maximum amount by which Leasing Fyn can be ordered to reduce the operational fee is an amount corresponding to that with which service was included in the total operational fee, from the date when notification about non-performance of the service agreement was received.

The agreement cannot be cancelled in the event of the service providers non-performance.

e. The customer declares to Leasing Fyn that in relation to Canon, the customer undertakes any risk of using the rental equipment, including also in relation to the Danish Working Environment Authority, health authorities and other public authorities.

f. In relation to Leasing Fyn, the customer is under all circumstances not entitled

not to pay, in whole or in part, the operational fee or other obligations undertaken

under the rental agreement, including with reference to (but not limited to) delays, non-delivery, actual or legal defects in the rental equipment, repairs of the rental equipment or lack of service, set-offs of any kind whatsoever, or with reference to section 27 of the Danish Debt Instruments Act (*Gældsbrevsloven*) on the assignment of simple debt instruments.

3. By signing the agreement, the lessee and the person(s) who sign the agreement approve that Leasing Fyn uses information about them and that such information will be communicated to enterprises that are part of the same group as Leasing Fyn as well as to Canon Danmark A/S.

The information will be used for the sole purpose of administering this agreement.

LF12120/200720

## Canon's general terms and conditions for service and support regarding operating and all-in agreements (2020)

### 1 Services

Service and maintenance is performed by Canon or by a service partner/subcontractor appointed by Canon.

Canon carries out repair and maintenance of the equipment covered by the agreement to the extent necessary as a result of normal use, wear and tear of the equipment.

Service covers equipment supplied by Canon as stated on the front page of the operating or all-in agreement. Any replaced spare parts are Canon's property.

Service visits are made on the customer's request or via eMaintenance and within Canon's usual working hours (Monday-Thursday between 08.00 and 16.00 – Friday between 08.00 and 15.30) except on public holidays, 24 December, 31 December, 1 May and 5 June. In the event of defects in equipment, a service technician is called with a view to performing service. The call-out time for a service technician appears from the front page of the operating or all-in agreement. In the absence of any other written agreement, the call-out time is eight hours on average, calculated as the average call-out time (user errors excepted) over a 12-month period – but minimum two registered service calls for the individual machine. In connection with extraordinary activities/events (sports and other events, police actions and similar), the response time may be longer.

The agreement applies to service performed at the agreed installation address in Denmark, except for islands not connected by a bridge, drilling rigs, ships etc.

The customer accepts that Canon, subcontractors, and partners might get access to personal data to the extent necessary to fulfil of the agreement.

### 2 Services not included by the agreement

Unless otherwise agreed in writing between the parties, the agreement does not include supply of consumables such as toner/ink, paper, various media and staples, including such parts in the equipment that Canon may have stated as consumables. This applies to, for example, printheads/maintenance kits for wide format printers and roller kits for document scanners. The customer is obliged to use only original Canon consumables and materials, which meet the specifications stated for the equipment.

Service under the agreement does not include repair, maintenance, re-establishment of data and supply of spare parts that are necessary as a result of the accidental loss of the equipment, defects in or damage to the equipment caused by external factors, the customer's negligence, faulty operation, overload or similar use of the equipment that cannot be designated as ordinary use. Moreover, service under the agreement does not include repair, maintenance and supply of spare parts as a result of any other than Canon, or a sub-contractor appointed by Canon, having carried out repair or maintenance or supplied spare parts to the equipment.

The agreement does not cover defects due to the customer's system, network or application software or the customer's other equipment or technical support and updating of firmware.

The agreement does not cover calibration and generation and maintenance of profiles as this is a separate service. Daily adjustment of colour gradient/picture quality is made by the customer.

### 3 Place of installation and removal

The place of installation must be approved by Canon. It rests with the customer to ensure that the power supply of the equipment and all installations for the purpose of connection are legal. Moreover, the customer must ensure that the equipment is properly/lawfully earthed. The equipment can only be moved following Canon's prior written acceptance. The customer is obliged to ensure that there is always free access to the place of installation, which must meet the current regulations and specifications for use of the equipment, including space, air humidity, temperature and exhaustion and depending on the specifications for the product. The customer assumes any risk of the placement and use of the products purchased, including in relation to the Danish Working Environment Authority, environmental authorities and other public authorities. Canon is entitled to have free access to the product for the preventive service

maintenance that Canon finds necessary. On Canon's request, equipment must be moved if Canon assesses that the equipment is not freely accessible for the performance of service.

In connection with the supply of software, the customer must also ensure that his own systems, servers, network etc. have the capacity required to be able to operate with the software supplied, to the extent that this was assumed.

### 4 Meter reading

If meter reading cannot be taken via eMaintenance basic, the customer is responsible for taking a meter reading on the equipment at the expiry of each settlement period. The meters read by eMaintenance or the customer are reported to Canon/the service partner, who will then make a statement of the number of additionally consumed prints/square metres. In connection with the repositioning of the equipment, Canon/the service partner takes a final meter reading. Likewise, Canon/the service partner is entitled to take a control reading at any time during the period of agreement.

### 5 Payments to the service provider

The following costs are charged by and must be paid to Canon as service provider independently of whether the operating agreement is subsequently assigned to a new lessor:

If service is performed outside Canon's normal working hours, working hours and transport are invoiced according to Canon's price list in force at any time. Shipping costs for toner supplies are invoiced annually as a fixed amount per machine covered by the agreement in accordance with the price list in force at any time. The amount depends on the model and speed of the machine. If the customer chooses not to be connected to electronic meter reading or eMaintenance, a fee per machine is invoiced in accordance with the price list in force at any time for forwarding meter cards.

If, after eMaintenance has been set up or electronic reading has taken place, the customer causes the machine no longer to be able to report meters to Canon via this function, Canon will charge the customer for the costs of re-establishing the meter reporting.

If Canon does not receive the meter reading within the time limit fixed, Canon reserves the right to make an estimate of the consumption. For manual handling, a fee per machine is invoiced in accordance with the price list in force at any time.

Any consumption in excess of the stated minimum prints/square metres consumption per meter unit is invoiced separately at the prices stated in accordance with the meter reading, which is taken at the expiry of each settlement period reckoned from the commencement of the agreement. In the absence of any other agreement, any meters with no agreed minimum prints/square metres are settled at the expiry of the 12-month periods from the commencement of the agreement. Canon adjusts the additional consumption prices stated in the agreement once a year by the increase in the net price index, based on the net price index applying at the date of the commencement of the agreement, or by up to 5%. Moreover, Canon is entitled to adjust the agreed additional consumption prices in the event of changes in the equipment or as a result of external increases in Canon's costs of service, including changes in public taxes, price increases of spare parts, changes in currency exchange rates and general wage increases. Price adjustments apply from the first invoice period after the price increase.

Canon reserves the right to invoice the customer for toner and consumables ordered, which exceed the usual consumption in relation to the number of units with print coverage in relation to the norm. On request, Canon will inform the customer about the print coverage norm for the individual types of printer.

Canon invoices an administration fee/environment contribution (in accordance with the current price list) in all invoices to cover administration costs/environment contributions.

### 6 Canon's terms of payment

On payment of costs covered by clause 5 above, the following terms of payment apply:

Unless otherwise agreed in writing, Canon's invoices must be paid no later than 15 days from the date of invoice.



On payment after the due date, Canon charges default interest amounting to 2% per month, but not less than DKK 25 calculated from the due date. Moreover, Canon is entitled to charge maximum reminder fees and collection charges in accordance with the legislation in force from time to time. Payment in full discharge can only be made to the account stated in the invoice. The customer is not entitled to set off any claims not acknowledged by Canon in writing and has no right to withhold any part of the purchase price because of such meterclaims.

#### **7 Toners and consumables**

In cases where it has been agreed that the service fees include consumption of toner/ink, drums and other consumables, including those already installed in the equipment, the toners and consumables are Canon's property and must only be used for the printers for which they have been ordered as long as they are covered by the service agreement. The customer is liable for wastage of and any damage to the products delivered in accordance with Danish law, including, but not limited to, damage due to fire, water, stroke of lightning and malicious damage.

#### **8 Canon's non-performance**

Canon's liability as a result of defective service under the agreement is limited to the customer being entitled to demand that the service be provided correctly, including demanding renewed service of the equipment. If the customer claims that Canon fails to fulfil its service obligations, Canon is entitled to make up to three on-site remedy attempts to provide non-defective service. The definition of non-defective service being provided is that the usefulness of the equipment cannot be considered to be significantly reduced.

If, after up to three remedy attempts on the part of Canon, the customer still claims that Canon fails to fulfil its service obligations, and the customer consequently wants to make claims, including cancelling the service agreement, the customer must notify Canon and the natural or legal person to whom the operating agreement may have been assigned, in writing.

For the period until a final legal decision has been made, the operational fee including the service part must be paid. The maximum amount by which Canon and the natural or legal person to whom the operating agreement may have been assigned can be ordered to reduce the operational fee is an amount corresponding to that with which service was included in the total operational fee, from the date when notification about non-performance of the service agreement was received. The customer has no further remedies for defective performance in respect of Canon and the natural or legal person to whom the operating agreement may have been assigned.

#### **9 Limitation of liability**

Canon's liability under the agreement is, unless otherwise stated in this clause, limited to an amount corresponding to 100% of payments for the service received by Canon under the contract in the last 12 months before the date of the event giving rise to the claim.

This limitation of liability does not apply in the event of personal injury as a result of product liability or Canon's liability as a result of intentional or grossly negligent conduct. Canon cannot be held liable for consequential damage, including business interruption loss, loss of profit or other indirect losses, including loss because of break-down of the equipment. In this connection, it is specified that Canon assumes no liability for damage to the customer's operative system and network or application software that the customer may use with the equipment, or to which Canon gets access, including via remote connection, including loss of and damage to data.

The customer is obliged to ensure that an updated backup of data is available at any time. Canon can never be held responsible for damaged data or data carriers. The agreements do not cover service and support due to hacking, computer virus infection, malicious damage, failure to maintain the equipment in a good state of repair etc., as the customer is responsible for protecting networks and products against this.

#### **10 Force Majeure**

Canon is released from any obligation to the customer as a result of circumstances that prevent the performance of the agreement or make performance unreasonably onerous,

including industrial disputes and any other circumstance which the parties do not control, such as fire, war, mobilisation or military drafting to a similar extent, requisition, seizure, currency restrictions, rebellion and unrest, lack of means of transport, general scarcity of goods, natural disasters, fuel restrictions and defects in or delays of supplies from sub-suppliers, which are due to any of the circumstances mentioned in this paragraph.