

# General Terms and Conditions for Service and Support



The agreement comes into force subject to Canon's approval. Approval shall be considered to have been given on dispatch of a written confirmation or invoice.

## 1 Services

Service and maintenance shall be carried out by Canon or by a service partner/subcontractor appointed by Canon.

Canon shall carry out repairs and maintenance on the equipment covered by the agreement to the extent that this is necessary as a result of normal use and wear on the equipment. Service will include equipment delivered by Canon, as stated on the front page of the present agreement. Any spare parts removed due to replacement becomes the property of Canon. Service calls shall take place based on the customer's request, or via eMaintenance, within Canon's normal working hours (Monday-Thursday 08.00-16.00, Friday 08.00-15.30) except public holidays/bank holidays, 24th Dec, 31st Dec, 1st May and 5th June. Labour and travel hours associated with service carried out outside of Canon's normal working hours shall be charged pursuant to Canon's price list applicable at any one time. In the event of an equipment fault, a service technician will be dispatched to carry out the necessary service. The service technicians response time is specified on the front page of the current agreement. Unless otherwise agreed, the response time is 8 hours on average, defined as an average response time (with the exception of user errors) over a 12-month period, based on at least 2 registered service requests for each individual machine. The agreement applies to service carried out at the agreed installation address in Denmark, with the exception of islands not connected to the mainland by a bridge, offshore rigs, aboard ships or the like. The customer accepts that Canon, subcontractors and partners might get access to personal data to the extent necessary to fulfil the agreement.

## 2 Services not covered by the agreement

Unless otherwise agreed in writing by the parties, the agreement shall not cover supply and delivery of consumables such as toner/ink, paper, labels, transparencies, staples, including such parts which Canon has defined as consumables. This also applies to print heads/maintenance kits for wide-format printers and roller maintenance kits for document scanners. The customer is obligated to use only Canon original consumables and materials that meet the equipment specifications.

Service under the agreement does not cover repairs, maintenance, recovery of data and supply of spare parts required as a result of the equipment's accidental destruction, faults or damage to the equipment caused by external factors, negligence on the part of the customer, malfunction, overloading or similar use of the equipment which cannot be considered intended use.

Furthermore, service under the agreement does not cover repairs, maintenance and delivery of spare parts required as a result of parties other than Canon or subcontractor appointed by Canon, performing equipment repairs, maintenance or spare parts deliveries.

The agreement does not cover faults attributable to the customer's system, network or application software, -or other equipment or technical support as well as upgrades of firmware. The agreement does not cover calibration, generation or maintenance of colour profiles, since this is a separate service. The customer is performing daily adjustments of colors/image quality.

## 3 Installation location and relocation

The installation location must be approved by Canon. It is the responsibility of the customer to organise a power supply to the equipment and to ensure that all installations used for connection are legal. The customer must also ensure that the equipment is earthed appropriately/as per regulations.

Relocation of the equipment is only permitted based on prior written approval by Canon. The customer has an obligation to ensure unobstructed access to the installation location, which must meet the applicable regulations and specifications for use of the equipment, including regard to environment, humidity, temperature and ventilation as described by the product specifications, at all times. The customer assumes full liability in connection with positioning and using the purchased products, including legislations laid down by the Danish Working Environment Authority, the environmental authorities and other public authorities. Canon shall be entitled to unobstructed access to the product in order to perform any preventative service maintenance that they deem to be necessary. The equipment shall, based on Canon's request, be moved to a different location if Canon deems that it cannot be accessed for service.

Moreover, the customer shall, in connection with the installation of software, ensure that their own systems, networks etc. are compatible with the installed software to the extent required.

## 4 Entry into force, agreement term and termination

Unless otherwise specified in the agreement, the agreement shall come into force on the signature date or the 1<sup>st</sup> of the month following delivery, whichever occurs last. The agreement may not be cancelled before the end of the minimum term, as specified in the agreement. If the agreement is not terminated in writing at least 3 months prior to the end of the specified minimum term, the agreement shall automatically be extended for a further 12-month period, with the same terms and conditions, until such a time that it is terminated by either party in writing at least 3 months before the end of the new 12-month period.

Changes or additions to the agreement are only applicable if made in writing in the form of an addendum to the agreement signed by authorised signatories for both parties. General terms and conditions apply unless otherwise agreed under "Special Terms and Conditions" in the agreement. Unused toner/ink, drums and other consumables supplied, that are covered by the service fee, shall be returned to Canon on expiry of the agreement. For further information, see point 6.

## 5 Meter reading

In the event that it is not possible to carry out meter readings via eMaintenance or electronically, it shall be the responsibility of the customer to take a meter reading for the equipment at the end of each settlement period. The meter readings taken by the customer or via eMaintenance, are to be submitted to Canon/the service partner who will then prepare a settlement for any additional copies/prints used. Canon/The service partner are also entitled to take control readings at any time during the agreement term.

If the customer, following set-up of eMaintenance or electronic meter reading, causes the machine to become unable to submit readings to Canon via this function, Canon shall then have the right to charge the customer for the costs associated with re-establishing automatic meter reading submission.

If Canon does not receive the meter readings in due time, Canon reserves the right to estimate consumption. For manual handling a fee will be levied for each machine based on the price applicable at any one time.

## 6 Usage settlement

The customer shall pay an amount for the specified minimum volume per measure unit, and a basic amount, which together, cover the minimum print and copy use specified on the front page.

The customer is obligated to pay the aforementioned basic amount and any agreed minimum use, regardless of whether or not the customer actually uses the specified minimum prints/copies. Unused prints/copies can not be transferred to other measure units or carried over to other periods. Any use exceeding the agreed minimum print/copy use per meter reading unit will be invoiced separately based on the prices stipulated in connection with meter reading performed at the end of each settlement period, starting at the point that the agreement comes into force. Any measure unit without agreed minimum prints/copies will be settled at the end of each month/quarter. The monthly basic amount specified on the front page will be charged quarterly or annually, and in advance, based on the settlement period, starting at the point that the agreement comes into force.

Unless otherwise specified in the agreement, A3 will be charged at double the A4 rate. Bannerprint will be charged at four times the A4 rate.

If it is agreed that service fees shall include the use of toner/ink, drums and other consumables, including those already installed in the equipment, these shall remain the property of Canon and may only be used for the printers for which they are ordered, so long as these are covered by the service agreement. The customer is responsible for waste and any damage to the products delivered pursuant to Danish law, including, but not limited to, damage as a result of fire, water, lightning and vandalism. Canon reserves the right to invoice the customer for any toner and consumables use that exceeds normal use based on the number of units and their standard coverage. Canon will inform the customer of the standard coverage for the various printer types on request.

## 7 Payment terms

Unless otherwise agreed in writing, Canon's invoices shall be paid within 15 days of the invoice date. Late payment fees will be charged for overdue payments at 2% per month, though a minimum of 25 DKK, calculated from the payment due date. Furthermore, Canon shall be entitled to charge maximum reminder and collection fees in accordance with legislation applicable at any one time. The customer shall pay the VAT applicable at any one time and other statutory fees, if applicable. All prices stated are exclusive of VAT.

In order for the payment to be considered fulfilled, payment must be made to the account as specified on the invoice.

The customer shall not be entitled to offset any claims not accepted in writing by Canon, and shall not be entitled to withhold any part of the purchase sum as a result of such counter claims.

Canon reserves the right to withhold deliveries if the customer has payments overdue to Canon, including payments due under other agreements with Canon, until such a time that the overdue payments have been paid.

Canon will charge a processing fee/environment contribution (based on the applicable price list) for all invoices to cover processing costs/environment contributions.

Shipping costs associated with toner deliveries are invoiced at a fixed rate for each individual machine covered by the agreement, based on the price list applicable at any one time. The sum payable depends on the machine model and speed.

For manual handling of meter readings a fee will be levied for each machine based on the price applicable at any one time.

If the customer wishes to make changes to the agreement, including changes to terms and conditions, or transfer to a third party, and this is agreed with Canon in writing, a change fee will be charged pursuant to the price list applicable at any one time.

## 8 Price changes

Canon regulates the stated prices once a year in line with changes to the net price index published by Danmarks Statistik (Statistics Denmark), based initially on the net price index or up to 5%. Canon shall also be entitled to adjust the agreed prices in the event of changes to the equipment, or as a result of unavoidable increases to Canon's expenses in connection with the performance of service, including changes to statutory fees, price increases for spare parts, exchange rate changes and general pay increases. Adjusted prices will be applied in the invoice period following the price increase. The customer shall be entitled to cancel the agreement with effect one month following the application, if the price increase is greater than 5% per year and Canon upholds the price increase. The customer shall nevertheless not be entitled to cancel the agreement if the price increase corresponds to less than, or is equal to, the increase in the net price index published by Danmarks Statistik (Statistics Denmark).

## 9 Breach of the agreement on the part of the customer

Canon shall be entitled to withhold deliveries, including service calls, with immediate effect in the event of a severe breach of agreement on the part of the customer, including, but not limited to:

If the customer, despite receiving a written payment reminder, fails to pay the overdue balance to Canon within 8 days.

If the customer otherwise substantially fails to meet its obligations toward Canon.

If the customer enters receivership, reconstruction or similar insolvency proceedings.

If the customer moves the equipment without first having obtained written approval from Canon.

## 10 Breach of the agreement on the part of Canon

Canon's liability for incorrect service under the agreement shall be limited to the customer being entitled to having the service carried out correctly, including having the equipment serviced again. If Canon, after repeated attempts to rectify the matter (to be understood as at least 3 failed attempts at rectification) is unable to carry out correct service and this results in a significant deterioration in the usefulness of the equipment, the customer shall be entitled to terminate the present service agreement, effective as of receipt of breach notification. If the parties have an agreed response time, the customer shall be entitled to terminate the service agreement on the equipment in question, effective as of receipt of breach notification, provided that Canon has repeatedly failed to meet the agreed response time, despite having received written requests from the customer. The customer shall not be entitled to make any claims against Canon beyond this.

## 11 Settlement in the event that Canon terminates the agreement

If the service agreement is terminated as a result of the customer breaching the agreement, or if the customer terminates the agreement before the end of the agreement term, the customer shall be obligated to pay all overdue services, including any prints or copies that exceed the monthly minimum consumption or that constitutes use up until the point of termination, in addition to overdue payment interest and any collection fees. Furthermore, the customer shall pay all balances not yet due, until the expiry of the agreement, pursuant to the terms and conditions for termination.

## 12 Limitation of liability

Canon's liability under the agreement shall, unless otherwise specified, be limited to an amount corresponding to 100% of service payments received by Canon under the agreement in the 12 months prior to the event to which the claim relates.

This limitation of liability does not apply in the event of personal injury resulting from defective products, or to Canon's liability as a result of deliberate or grossly negligent conduct on Canon's part. Canon shall not be liable for consequential damage, including operation stoppages, loss of income or other indirect losses, including losses caused by equipment failure. It is hereunder specified that Canon assumes no responsibility for damage to the customer's operating system, their network or application software which the customer uses with the equipment, including loss and corruption of data.

The customer is obligated to ensure that data back-up operations are carried out on a regular basis. Under no circumstances shall Canon be held responsible for destroyed data or data carriers. The agreement does not cover service and support in connection with hacking, viruses, vandalism, breaches or similar as it is the customer's responsibility to protect its networks and products against such damage.

## 13 Force majeure

Canon shall not be liable to the customer as a result of circumstances that impede the fulfilment of the agreement or render fulfilment of the agreement unreasonably cumbersome, including industrial conflict or any other circumstance over which the parties have no control, such as fire, war, mobilisation or military intervention of corresponding scope, compulsory request, seizures, currency restrictions, riots or unrest, lack of transport methods, general goods shortages, natural disasters, fuel restrictions and faults or delays associated with subcontractor deliveries resulting from any of the circumstances outlined in this point.

If the Force Majeure event continues for more than 90 calendar days, either party may request termination of the agreement in writing, with immediate effect, without this giving cause for any further claims between the parties, including compensation or reimbursement.

## 14 Transfer

The customer shall not be entitled to transfer their rights and obligations under the agreement. For further information, see point 7. Canon shall have the right to transfer its obligations toward the customer, fully or partly, to a third party without the customer's consent.

## 15 Disputes relating to service settlement

Any disputes relating to the agreement shall be settled pursuant to Danish law by the City Court of Copenhagen.