

RICOH GENERAL CONDITIONS

The Parties agree that the RICOH GENERAL CONDITIONS consist of the General, Sales, Lease, Maintenance, Software and Connectivity Conditions set out below, a copy whereof the client acknowledges to have received.

GENERAL

1. Scope of application

- a. These RICOH General Conditions shall apply to all performances of services (including lease and maintenance) and sales provided by RICOH BELGIUM (hereinafter referred to as the supplier) and to all contracts entered into with the supplier. These conditions shall equally apply to any possible orders and performances.
- b. By requesting or making use of a service of the supplier, placing an order and/or entering into a contract of any nature, the client acknowledges having received a copy of the RICOH General Conditions and that the latter will be legally opposable to him, and irrevocably accepts their application to the exclusion of all other conditions.
The application of general or special conditions established by the client shall be excluded, barring a specific prior agreement in writing by the supplier.
- c. A course of action contrary to these conditions, even if occurring repeatedly, and/or use, shall not entitle the client to invoke the latter and shall not constitute an acquired right on his part.
- d. A modification of the RICOH General Conditions that is necessary and/or useful for the continuity of the performance of services shall enter into force on the day of notification (the date or remittance shall apply). In these events, the client shall not be entitled to terminate the contract or to claim any kind of compensation of damages for this reason.
- e. The RICOH General Conditions can also be consulted on the website of the supplier.
- f. Any possible nullity of one of these clauses shall not affect the applicability of the remaining clauses.

2. Orders

- a. Any price quotation, proposal, specifications, offer, order form or any other document issued by the supplier is remitted merely for informative purposes, can at all times be the object of modification, shall not constitute an "offer" and shall bind the supplier.
- b. The acceptance by the client of a price quotation, proposal, specifications or offer or the placing of an order by the client shall constitute an "offer" by the client to the supplier, which shall bind the latter only after written acceptance of the said offer by its management, on the understanding that the invoice issued by the supplier or the mere fact of making the service and/or delivery of the articles available shall at all times be considered an acceptance. The representatives or sellers of the supplier shall not be authorised to accept an order or, in general, to bind the supplier.
- c. The supplier shall have the right to reject an offer to contract or an order in full or in part, even if the order is based on the offer or price quotation provided by the supplier. If the supplier accepts an order only in part, he shall notify the client and the client shall be deemed to agree to this partial acceptance, barring a certified letter revoking his entire order within 7 working days as of the notification referred to above.
- d. Orders of the client shall be irrevocable.
- e. The client shall be deemed to know the qualities, characteristics etc. of the article and/or service and shall opt for the type of material or the service in accordance with his requirements and under his own exclusive responsibility. The client acknowledges that he has been fully

informed of the characteristics of the article and/or service and does not require any further information.

f. The client acknowledges that he acquires or uses the article and/or service in full or in part for professional purposes.

g. Photographs, drawings, illustrations, technical properties etc. are remitted only for informative purposes, are approximate indications and can be modified unilaterally by the supplier.

h. The client authorises the supplier to forward him all advertising material concerning products, services and/or activities of the supplier by electronic data transmission, among others. The supplier shall be entitled to store, keep and use all particulars relating to its clients in accordance with the applicable legislation.

3. Delivery term

a. Specified delivery terms are merely indicative and do not constitute a commitment to results on the part of the supplier.

b. The acceptance by the client of the articles and/or services shall imply the ipso facto agreement to the actual delivery term, even if there has been an additional term, and shall not entitle the client to any compensation of damages of any nature whatsoever.

If the indicative delivery term is exceeded, the client can only notify the supplier requesting to perform the delivery by certified mail. If the delivery has not been carried within a month following the notice, the client shall have the right to rescind the agreement without any right to compensation of damages.

c. If, due to any cause beyond his will or as a result of force majeure, the supplier is incapable of carrying out an accepted order or to perform a service or to do so within the established delivery term, the latter may, by simple notification, extend the delivery term, suspend the execution or cancel the contract, without being bound to pay any compensation of damages whatsoever.

4. Delivery and installation

a. The delivery of the article and/or service, including the transfer of risks on the articles, shall take place at the time of reception of the said articles or services by the client. Such delivery shall be deemed to take place as of the time when the articles are present on the premises or the grounds of the client, regardless of whether or not they have been downloaded. In case of collection from the supplier, the said collection shall be understood to have taken place as of the time of notification to the client that the articles are at his disposal in the warehouses of the supplier.

b. The client may, at his own expense, have the risks concerning the articles for the storage and/or transport, to the extent that the latter are being carried out by the supplier, insured by the supplier, subject to a written request to this end made by the client.

c. The client acknowledges that he has the necessary knowledge to make use of the articles and/or services offered by the supplier.

d. If so requested by the client, the articles can be installed by the supplier at the rates applicable at the time of execution of the contract.

e. The installation price shall only include, to the exclusion of all other concepts, a once-only installation of the articles/services delivered by the supplier and shall not create any commitment as to any other articles that do not form part of the object of this agreement. Each new installation shall result in an invoice at the installation rates applicable at the relevant time. In the event of installation by the supplier, the client shall provide the necessary access to the supplier or the third party assigned by the supplier, and shall provide the necessary details for the installation. The client is in any case bound to provide its own infrastructure and/or own configuration in order to use the service or goods.

f. The client shall be bound, at his own expense and risk, to provide the supplier with all the appropriate information (such as, among others, the details concerning the condition of the

place, opening hours, etc.), and to provide the appropriate premises with all necessary installations and connections. If necessary, he shall also make available a lift or hoisting material at the time of delivery and procure all accessory equipment, unless it has been agreed that the supplier will take care of the above at the expense of the client on the basis of a specific price quotation and, failing such price quotation, at the standard rates of the supplier. If the delivery and/or installation cannot take place on the agreed day and/or exceeds the normal duration, the excess cost (including transport costs) shall be invoiced to the client at the rates applicable at the time of execution of the contract.

g. Barring an express protest on the part of the client within 3 working days by registered mail following the installation by the supplier, the said installation shall be deemed to have been carried out in accordance with the order of the client and with the rules of the art.

h. Unless expressly agreed otherwise, the delivery of the various articles shall be considered as separate contracts, even if the latter are included in the same order form. Technical problems or the failure to deliver one of the articles shall under no circumstances affect the client's obligation to pay the other articles.

i. The supplier reserves at all times the right to perform an expert inspection and, if applicable, a revision of the equipment at the expense of the client at the rates applicable at the relevant time, in the event, among others, that the client intends to enter into a maintenance contract after expiry of the guarantee period.

j. Second-hand equipment shall be sold or let only in the condition of the article at the relevant time, without any guarantee as to quality, capacity, expected lifetime, or of any other nature, with the client acknowledging that he is well acquainted with, and accepts the functionalities existing at that moment.

5. Prices

a. Prices and rates shall be those applicable at the time of entering into the contract (and equally applicable to installation, transport, revision, etc.), which the client acknowledges to have examined and to accept.

b. All prices and rates shall be net ex-factory, including normal packaging but excluding any direct or indirect, existing or future taxes, VAT, levies, rates, rights, costs, penalties, compensations for reprography, copyrights, publishers or other, which the client expressly and irrevocably agrees to assume for his own account and to indemnify the supplier in connection with them if necessary.

c. If the client wishes to adjust the customary invoicing method, the supplier may or may not accede to such request but, if he does agree to do so, a once-only fixed administrative cost of € 150.00 per contract plus € 25.00 per apparatus shall be charged to the client.

6. Payments

a. Unless stipulated otherwise, all invoices issued by the supplier shall be payable cash, without discount, all rights and expenses being for the account of the client, in one of the bank accounts specified in the invoice or at the supplier's corporate address. Failing any registered mail objecting to the invoice within 8 days following the invoice date, the invoice shall be deemed to have been definitively accepted.

b. Unless stipulated otherwise, the client undertakes to forward to the supplier, not later than 8 days following the execution of the maintenance or lease agreement, a duly completed and stamped certificate of domiciliation in favour of the supplier, on penalty of a 4% increase of the price. The said increase shall be applicable also in case of cancellation of the domiciliation during the duration of the contract and in case of non-performance.

c. Each payment received by the supplier shall be applied in the first place to matured interests and compensations of damages, and subsequently to the principal of the oldest matured invoice.

d. In the event of non-payment or failure to pay an invoice on its date of maturity, all invoices, including those that have not yet matured, shall become immediately callable.

e. If the invoice is not paid on the maturity date, the amount pending payment shall be increased automatically, legally and without any prior notice:

. with late-payment interests at the rate of 1% per month, with a part of a month being considered a complete month, until the day of payment in full.

. and a fixed compensation for damages at the rate of 15%, with a minimum of € 50.00.

In addition, the supplier shall be entitled to compensation of legal costs and indemnification of all relevant collection costs.

f. In the event of any unpaid balance, the supplier shall have the right, without any prior reminder or notice, to suspend all further deliveries and/or performances until full settlement of the said balance and to make such further deliveries and/or performances subject to cash payment of the articles and/or services to be delivered. Parties agree that the payment of the invoices is an essential obligation under this agreement at charge of the client. In addition, in such cases the guarantee shall be legally cancelled, without such cancellation resulting in an extension of the guarantee period.

g. No dispute, claim, request for suspension or termination, non-delivery or any other claim by the client in relation to a specific part of the contract or the entire contract can be invoked by the client in respect of any other part of the contract or of a different contract, and, more specifically, to justify his failure to pay the latter.

h. The supplier shall have the right, to which the client hereby grants the supplier an irrevocable authorisation, to compensate at all times amounts payable to the client, including non-matured amounts, with amounts payable by the client to the supplier, even without any prior notice to this effect. On the part of the client, such compensation shall be allowed only subject to a prior written agreement on the part of the supplier.

i. The supplier shall be entitled to issue and to store by electronic means the invoices to be issued to the client, subject to the applicable legal provisions.

j. An invoice which has been sent to the in the agreement mentioned address remains valid, even in case of transfer of the registered office of the client, unless prior notification by registered letter of the client.

7. Defects

a. If, at the time of delivery, the articles delivered by the supplier show visible defects or are essentially not in accordance with the accepted order, the client shall have these circumstances recorded at that time on the delivery note, the invoice or the transport document. Within three days following the delivery, the client shall notify the supplier by registered mail of the visible defects or non-conformity, with a copy of the above-mentioned document containing the record of the facts. Upon expiry of the said term, the articles shall be deemed to have been accepted definitively by the client.

b. The warranty against hidden vices shall be limited to the guarantee period and the cost price of the defective component or apparatus, to the exclusion of all other damages such as, among others, loss of use and loss of profit.

c. If the damage is caused by both a defect of the apparatus and the fault of the victim or a person for whom the victim is responsible, the liability of the supplier shall be excluded.

d. Under no circumstances can articles be returned to the supplier without his prior written agreement. All returns must take place within eight days following the agreement to the return and, in case of visible defect and/or transport damage, in their original packaging.

8. Suspension & Cancellation

- a. If the client fails to comply or to comply in a timely manner with payment conditions or any other contractual obligation and in the event of bankruptcy, suspension, liquidation or any other similar situation, the supplier may legally and without any prior request or prior notice, suspend the execution of its commitments until the matured invoice has been paid or the obligation has been complied with, or declare the cancellation of the agreement on the grounds of breach of contract at the expense and risk of the client, without prejudice to the right to compensation of damages on the part of the supplier.
- b. If the client has been awarded a suspension of payment by court decision in the framework of a court composition or of a similar situation, the exception for non-compliance, the above-mentioned express condition and the tacit condition subsequent shall remain in force in accordance with common law. Furthermore, the supplier shall recover the full execution of his rights if the interests and charges of the claim for payment of the debts accruing since the award of the composition are not paid.
- c. If several apparatus have been grouped in one single agreement, the supplier, in the above-mentioned cases, shall have the right to cancel the agreement in full or in part for one or more separate apparatus.

9. Liability

- a. The liability of the supplier in respect of any loss of use or profit and/or indirect damages shall at all times be excluded, even in case of serious defect but excluding deliberate acts.
- b. Any liability of any nature of the supplier shall at all times be excluded, even in case of serious defects but excluding deliberate acts, in relation to any damage caused by the articles/services delivered by the supplier to any other article, connected or not, and by any action performed by the supplier or the person under his charge relating to and/or affecting in any way any other article, hardware, software, data, networks, modems, proton, internet, or other.
- c. If the supplier were to be bound per impossibile to pay any kind of compensation of damages of any nature or on any grounds, such compensation shall at all events be limited to the compensation of demonstrated direct damages, to the exclusion of all others. In case of sale, such compensation shall not exceed the net price for the good or, in case of services (rent, maintenance or other), for the service for a period of 3 months. It is being understood that the only net price to be taken into account is that provided for in the agreement during the performance of which the damage occurred.
- d. The performances specified in the agreement shall be carried out by the supplier as a best-effort obligation, to the best of its abilities and within the technical limitations.
- e. If an explicit obligation in respect of the client is included in these General Conditions, any (joint) liability of the supplier shall be excluded in accordance with the provisions contained in the above articles 9.a up to and including 9.c.

10. Reservation of title

The client hereby accepts and irrevocably and specifically acknowledges that the delivered articles shall remain the property of the supplier, in the event of purchase, until the purchase price has been paid in full as to both the principal and the accessory amounts and, in case of lease, during the complete term of the lease. Until such time, the client shall not be entitled to assign the articles to third parties in pledge or as guarantee and shall be bound to oppose any seizure of the articles and to inform the supplier without delay of such seizure.

- b. Under no circumstances can the articles be the object of any kind of guarantee, pledge, sublease, borrowing, and assignment of rights of lease or similar on the part of the client.

- c. In the event of preventive or executive lien on the articles, the client shall be bound to notify the supplier within 24 hours and to give immediate notice to the levying party of the reservation of title.
- d. In case of transfer or distraint of his business, the client shall take all necessary measures to ensure that the articles are not part of the said transfer or distraint.
- e. If the client is not the owner of the real property where the apparatus is located or ceases to be the owner during the term of the agreement, the client undertakes to notify the owner of the real property by certified mail, forwarded on or before the day of installation of the apparatus in the real property, that the apparatus does not belong to the client and therefore cannot be included in the preferential right mentioned in article 20.1° of the law of 16.12.1851, and likewise undertakes to notify the mortgage or pledge creditor of the business of the client.
- f. Furthermore, the client shall be bound to inform the supplier of the coordinates of the third parties referred to in section e at the time of entering into the agreement.
- g. In the event of change of ownership of the real property during the term of this agreement, the client shall likewise be bound to notify the new owner in the form specified above within 48 hours after he has been informed of the transfer of ownership and to inform the supplier to this effect.
- h. All costs of any nature whatsoever, including fees, court and administrative costs, incurred by the supplier in the cases referred to in sections a to and including 6 in order to safeguard his ownership title to the apparatus shall be compensated by the client upon first request by the supplier, if appropriate with substitution and exercise of the rights of the client.
- i. The articles shall at all times be equipped with the visible identification plate indicating the name of the owner.
- j. The client shall refrain from altering, removing or deforming the signs, trademarks, numbers or other identification means of the article, component or service. Furthermore, the client shall abstain from using imitation products and/or services incorrectly carrying the RICO brand or erroneously presented as a RICOH product.
- k. The obligations of the client set out in this article shall apply on penalty of his liability in the amount of the balance of the book value of the relevant article and all unpaid net lease amounts, without prejudice to the right of the supplier to claim a higher compensation of actual damages.

11. Security

- a. In case of insolvency or imminent insolvency, the supplier reserves the right to suspend orders, including previously accepted orders, deliveries or performances, until payment by the client of a deposit consigned in favour of the supplier, sufficient to cover the price.
- b. The deposit established in the agreement shall be put at the disposal of the supplier within 8 days following the execution of this agreement and not later than on the day of the delivery.

12. Assignment

- a. Except by prior written authorisation of the supplier, the agreement and/or the rights and obligations established therein cannot be directly or indirectly assigned by the client. In the event of a prior written agreement by the supplier to an assignment of an agreement by the client, the assignee client shall legally commit to the payment jointly and severally with the assignor of all amounts of principal and accessory payable by the assignor to the supplier by virtue of the agreement. Furthermore, the client assignor shall be charged a fixed administrative cost of € 150.00 per assigned agreement, increased by € 25.00 per apparatus from the 2nd apparatus.
- b. The supplier shall at all times be entitled to assign or to pledge the agreement and/or the rights and/or obligations established therein and/or the claims and compensations, including all accessories, whether in full or in part, as well as the ownership of the relevant articles, to a third party. The client acknowledges and accepts that the said third party may, if appropriate, exercise

the assigned rights and/or obligations of the supplier vis-à-vis the client and undertakes to sign, upon first request by the supplier, any document required for the legal and administrative regularisation of the assignment which, if appropriate, may be notified to him by mere registered mail.

13. Means of proof

- a. All communications, notifications, contracts, documents etc. shall be legally forwarded by the supplier to the address of the client specified in the contract, even per e-mail, fax or any other means of electronic recording.
- b. All remittances, except those made by certified mail, sent by the client in the manner indicated in section a, can only be validly invoked vis-à-vis Ricoh on the basis of an acknowledgement of receipt by the latter.

14. Competence

- a. Any disputes arising from the contract shall be the exclusive competence of the Courts of the corporate address of the supplier or, if appropriate, the Justice of the Peace of the Second District of Brussels. However, the supplier reserves the right to summon the client before the court of his corporate address or place of residence.
- b. The Belgian legislation shall be exclusively applicable.

SALES CONDITIONS

1. Scope of application

- a. Except when indicated otherwise hereinafter, the general conditions set out above shall form an integral part of these conditions.
- b. Except when indicated otherwise hereinafter, these conditions shall apply to all sales contracts entered into between the supplier and its clients.

2. Guarantee

- a. The supplier provides a 12-month guarantee concerning mechanical defects caused by manufacturing faults and a 3-month guarantee for electrical or electronic defects caused by manufacturing faults, provided it can be evidenced that the delivered articles were used in a normal way.
- b. The supplier shall only be bound, at its discretion, to repair the purchased equipment at the place of its choice or to replace the faulty component by new or used parts, without any further compensation and excluding any other delivery including, among others, travel and labour costs. The replaced parts shall become the property of the supplier. The supplier shall at all times have the right, at its discretion, to replace the apparatus by an equivalent, new or second-hand apparatus.
- c. The guarantee shall not apply in either of the following cases:
 - 1° any late notification (i.e., by registered mail outside a term of 8 days following the detection of the defect, negligence, incorrect connection or manipulation, accident or use of the articles not in accordance with the instructions contained in the user manual of the apparatus. In case of application difficulties of the installation or user instructions, the client undertakes to contact the supplier prior to any manipulation not mentioned in the manual;
 - 2° any attempt or intervention, adjustment, repair, replacement, modification or any other act equivalent to an intervention or maintenance not contemplated in the user manual and carried out on the apparatus by the client or a third party not authorized by the supplier;
 - 3° any alteration of the serial number of the apparatus;
 - 4° damages caused by moving or shifting or transport;
 - 5° if the maintenance instructions of the supplier have not been complied with or in case of use of inappropriate consumables;
 - 6° any maintenance intervention;
 - 7° for articles whose normal duration of use is shorter than that of the equipment guaranteed by the supplier. With regard to the apparatus guaranteed by the supplier, this period is reduced to three months;
 - 8° any other destination, use or characteristics of the apparatus not specified in writing by the supplier;
 - 9° any damage caused to the articles totally or in part by connected non-RICOH products;
 - 10° any damage caused by hardware, software, data, networks, modems, proton, internet or others or by an action in their respect by the client.
- d. The provisions of this article shall not affect that set out above concerning the defects.
- e. The guarantee is limited to the Belgian territory.
- f. In case the client does not subscribe a maintenance contract, he declares that he has examined these guarantee modalities, the transfer costs, the hourly salary, the cost price of the consumables, their minimum order quantity and the spare parts, and that he accepts them.
- g. Minimum invoicing shall at all times include transfer costs and ½ hour technical intervention.

3. Explicit condition subsequent

If the client does not comply with any of his obligations, however minor (such as late payment, among others) and fails to remedy this non-compliance within 8 days following a notice requesting him to do so), the supplier shall at all times be entitled to either demand the execution of the agreement or cancel the sale, in which case the supplier will claim a fixed compensation as specified hereinafter.

In the latter case, the client shall be bound to return the articles at his expense to the supplier within 48 hours following the cancellation of the agreement. Should the client fail to do so, the supplier shall have the right to recover the articles or to have them recovered, without any formalities and for the account of the client. In addition, the client shall pay the supplier a compensation for damages equal to 30% of the total purchase price, increased by the normal depreciation and, if appropriate, the cost of the repair of the machine, which shall be estimated as follows:

- forced recovery during the first month: 15 %.
- forced recovery during the second and third month: 30 %
- forced recovery during the fourth, fifth and sixth month: 40 %.
- forced recovery during the seventh to and including the twelfth month: 50 %.
- forced recovery after the twelfth month: 70 %.

The above shall be determined without prejudice to any other rights of the supplier and its right to claim its actual prejudice.

4. Resale

a. The export and resale of the articles to non-EU member countries shall be prohibited, except with the prior written authorisation of the supplier.

b. In that event, the client undertakes to make the RICOH General Conditions and, in particular, the guarantee conditions of the supplier legally opposable vis-à-vis his purchaser. At all events, the client agrees to indemnify the supplier against any liability that may be claimed from the supplier by the client's purchaser and that exceeds the claims that the client may be entitled to bring against the supplier.

5. Place of execution

All sales contracts to which the supplier is a party shall be executed at the corporate address of the latter.

LEASE AND MAINTENANCE CONDITIONS

I. Common provisions

1. Scope of application

- a. With the exception of contrary provisions contained in points I, II and III below, the general conditions set out above shall be an integral part of these conditions.
- b. With the exception of contrary provisions contained in points II and III below, these common provisions set out in point I shall apply to all lease and/or maintenance contracts entered into between the supplier and the client.

2. Term of duration

- a. Unless provided otherwise, the lease/maintenance agreements entered into shall be concluded for a fixed, irrevocable and specified duration of 60 months.
- b. Unless agreed otherwise, the term shall commence on the first day of the month following the day of delivery, regardless of whether or not accessories, options or fittings were also delivered, provided that the latter are not essential for the operation of the apparatus. The date of installation shall not affect the commencement of the term of duration of the agreement. When a maintenance agreement is linked to a lease agreement, the former shall have the same duration as the latter and, where relevant, shall be extended together with the lease agreement in the event of late termination notice.
- c. If several apparatus are delivered on different dates within the same contract, the date of delivery shall be deemed to be that of the apparatus last delivered, so that the end date is the same for all these apparatus. Unless agreed otherwise, the price for the articles delivered earlier shall be charged on a pro rata basis as of the respective date of delivery.
- d. At the end of this specific period, the agreement shall be renewed successively subject to the same conditions for a period of 12 months, unless it is terminated by one of the parties by certified mail forwarded not later than 3 months prior to the expiry date. A notice of termination shall, regardless of the date of notification but subject to the minimum period of notice of 3 months, result in the effective termination of the agreement on the next expiry date of the agreement, on the understanding that the client shall be bound to pay all invoices until this last day.

The agreement may be extended a maximum of five times, each time by a period of 12 months, after which it shall legally expire.
- e. If the maximum copy/scan volume as specified in the agreement is exceeded prior to the termination of the agreement, the supplier shall have the right to declare the unilateral termination at the expense of the client by certified mail and, if appropriate, to claim the fixed compensation of damages referred to in article I.6 below.
- f. The agreement shall not expire, neither by the full nor the partial impossibility of performance due to the will of the client or to any external cause, the risk whereof shall at all times be for the account of the client. In case of damage of any kind to the apparatus due to an external cause, including, among others, smoke, fire or vandalism, the supplier shall be entitled to terminate the agreement at the expense and risk of the client and to claim a compensation of damages as specified in article I.6 below. Cancellation.
- g. The agreement cannot be suspended or cancelled by the client without infringing the rights of the supplier, nor can the price be reduced or suspended or any kind of compensation of damages claimed by the client on the grounds of a full or complete loss of use of the article, insufficient performance, damage, temporary impracticability due to maintenance, repair, fire, smoke, water, vandalism, theft, removal, transformation, suspension or transfer of the business or any other reason.

h. In case of a suspension by the supplier of its obligations in application of the exceptio de non adimpleti contractu, the client remains bound to pay the price mentioned in the agreement, which will be invoiced to him. This price contains amongst others and at least the rent price and the flat-rate price for maintenance, without any prejudice to invoicing the price for additional copies.

i. The duration and/or commencement shall not affect the existence of the agreement and the rights and obligations deriving from it for the parties.

3. Invoicing

a. Invoicing shall always be done on the basis of the reference period specified in the agreement.

b. The supplier shall invoice the fixed price in advance. This fixed amount covers, among others, the fixed amount of copies/scans indicated in the agreement. In case of excess of this fixed number of copies/scans, the additional copies/scans shall be charged in addition, in accordance with the prices specified in the agreement and the reference period, if possible during the month following that to which the additional copies refer.

Upon signing of the agreement, the supplier shall invoice the fixed amount for the next month/quarter as of the day of delivery to the client and, if applicable, each month/quarter that has started shall give rise to an invoice prorata temporis.

c. Each copy and/or format in excess of an A4 shall be invoiced at the respective prices for 2 copies in the case of a recto/verso or an A3, 4 copies for an A2, 8 for an A1. Plan copies shall be invoiced per metre run, each commenced metre run being considered a full metre run.

d. In case the client does not subscribe a maintenance contract for the lease of the article, he declares that he has examined the grounds for exclusion, the transfer costs, the hourly salary, the cost price of the consumables, their minimum order quantity and the spare parts as set out in article 2.b of the Sales conditions, and that he accepts them.

e. The client accepts the fixed minimum flat-rate basis for copies which he has chosen in accordance with his own requirements and under his own exclusive responsibility. The price of this fixed minimum flat-rate for copies remains in any case due, even if it exceeds the actual number of copies.

4. Counter position

a. Unless indicated otherwise in the agreement and/or the delivery note, the initial counter position shall be zero.

If the client avails of a @remote, the supplier shall record the counter position between the 25th and the last working day of each month/last month of a reference period.

If the client does not have a @remote but has access to the e-services of the supplier, the client shall, of his own accord and at his own expense, forward the counter position to the supplier between the last calendar day of the month and the 5th calendar day of the following month.

If the client does not avail of a @ remote nor e-services, he shall, of his own accord and at his own expense, forward the counter position to the supplier between the dates specified in the preceding paragraph and by means of the counter position card calibrated for this purpose.

On the basis of one of these counter positions, the supplier shall invoice the client for the additional amount relating to the excess number of copies/scans.

b. If the counter position card has not been received in due time, the supplier may estimate the number of copies/scans taken in excess on a flat-rate basis as specified in article 4.c and invoice the said number. In this case, the client shall forward the counter position immediately to the supplier in order to proceed to a regularisation. Each regularisation shall at all events take place prior to the issuance of the invoice relating to the supplementary copies/scans of the following reference period, under penalty of expiry at the expense of the client. However, this regularisation shall not affect the validity or the callability of the relevant flat-rate invoice. The supplier reserves at all times the right to record the real counter position of the copies/scans

made at the client's premises and, if necessary, to issue an additional invoice. Each regularisation legally involves an increase of €150.00 per contract plus € 25.00 per apparatus by way of a flat-rate administrative expense.

c. The estimated copy/scan volume shall be calculated pro rata on the basis of the actual number of copies/scans made in accordance with the known counter positions during the latest period of a minimum of 6 months, increased by 20%.

d. Likewise, the client shall be bound to indicate the actual counter position in his (application for) termination of the agreement and to forward the actual counter position to the supplier on the day of termination or cancellation. If the actual counter position has not been indicated by the client as said above, the supplier shall have the right to deem this application/termination null and void.

e. Failing the counter position(s) referred to in articles 4.c and 4.d above, the estimated counter position shall be equal to the maximum copy/scan volume of the apparatus.

f. The client hereby irrevocably accepts and authorises the supplier to equip the apparatus or the PC operating in network with or connected to the apparatus (property of the client) with a software system that transmits data treatment concerning the apparatus (such as, among others, the counter position, orders of consumables, request for technical interventions and/or other data) automatically or manually by e-mail and/or by GMS connection directly to the supplier and/or a third party assigned by the latter. To this end, the client shall allow the necessary access to his premises and network, both for the installation of the said software and for its removal at the conclusion of the agreement. The said software shall at all times remain the property of the supplier. This software is ISO-15509 secured and the client shall not require any further protection and shall, at his own expense and risk, ensure compatibility with his intranet and internet system and/or additional protection.

5. Price adjustment

The price specified in the agreement can at all times, once per calendar year, be adjusted to the cost of living in relation to the increase of the consumer price index, in accordance with the calculation formula set out in article 1728bis of the Civil Code, and/or in relation to the increase of parameters representing the real costs, in accordance with the law on economic recovery measures, with the invoice constituting a valid notification.

6. Rescission/Cancellation

a. In case of rescission and/or cancellation of the lease and/or maintenance contract at the expense and risk of the client (including, among others, on the grounds of non-performance, belated or inadequate performance and/or due to early suspension of the execution of his commitments), the supplier shall at all times remain entitled to either demand the performance of the agreement or to claim a flat-rate compensation as specified below:

1° for the lease agreement: equal to the book value of the apparatus on the date of rescission and/or cancellation. The client hereby accepts, irrevocably and without right to evidence to the contrary, that the book value shall be demonstrated indisputably on the basis of the depreciation table of the supplier valid at the time of rescission/cancellation for the apparatus concerned, increased by a flat-rate administrative cost of € 150.00 per contract plus € 25.00 per apparatus and the transport costs at the rates applied by the supplier.

2° and for the maintenance agreement: equal to 50% of the total price that would have been payable if the contract had been executed up to its contractual expiry date (i.e. 50% of the flat-rate price + 50% of the price for the excess copy/scan volume established in accordance with article 4.b.c.e).

If the contract does not establish a price split between the lease and maintenance parts, the price for the maintenance part shall be deemed to be the difference between the total price (flat-rate price + price for the excess copy/scan volume established in accordance with article 4.b.c.e

up to the expiry date) and the remaining monthly depreciation in accordance with the depreciation table referred to above.

b. The compensation for damages referred to in section a shall under no circumstances be lower than the price (flat-rate price or, failing the latter, the price for the excess copy/scan volume established in accordance with article 4.b.c.e up to the expiry date) for 9 months. The supplier shall at all times have the right to claim a higher compensation for damages.

c. In case of rescission/cancellation at the expense and risk of the client during the extension of the initial duration of the agreement, a new depreciation table based on the updated book value of the apparatus shall apply and the percentage of the flat-rate cancellation compensation established in section a.2° for the maintenance part shall be set at 75% of the total price.

7. Toner Cartridges

a. If the delivery of toner cartridges is included in the price of the maintenance and/or lease, the client shall, after use, either return the empty toner cartridges via the Pan European programme (in accordance with the attached instructions) or store them free of charge and at his own risk and return them to the supplier.

b. The consumables, including empty cartridges, shall at all times remain the property of the supplier. In case of rescission and/or termination of the contract, the supplier shall be entitled to recover the consumables, including all cartridges, used or unused.

II. Lease conditions

1. Scope of application

The lease conditions specified under point II shall apply to all lease contracts entered into between the supplier and his clients.

2. Object

Unless indicated otherwise in the agreement, the lease shall not include the maintenance of the leased apparatus.

3. Term of duration

If the supplier cancels the agreement on the grounds of exceeding the maximum copy/scan volume, the supplier shall remain entitled to the complete outstanding balance of the updated lease price for the remaining duration of the agreement. Updating of the lease price shall be based on the prime rate for the initial duration of the agreement increased by 3%.

4. Use of the material

a. De client undertakes to use the material exclusively at the place specified in the agreement.
b. The client undertakes to use the material at all times with due diligence and shall, among other obligations:

1° Use the material in the customary manner and in accordance with the instructions of use of the supplier and shall at all times maintain it in proper operating order.

2° Abstain from using supplies other than those delivered or approved by the supplier.

3° The client undertakes to commission all transports and shifts to the supplier, including internal shifts on the client's premises, against payment by the client of the applicable rates.

4° The client undertakes to commission the maintenance and repairs of the leased equipment to the supplier or to third parties accepted by the supplier.

5° The client undertakes to allow the supplier access to the equipment during normal office hours to carry out such controls as the supplier may deem necessary.

6° The client shall notify the supplier immediately of all damages, defects, destruction or theft of the material, as well as any accident or occurrence liable to affect the adequate operating condition.

7° The client shall provide the appropriate technical and other facilities to ensure the smooth installation of the leased equipment. The client shall provide the suitable connections for the optimal operation of the leased equipment and shall comply with all applicable safety requirements and guidelines.

8° The client shall be solely responsible for, and shall be bound to assume the costs deriving from any incorrect or inadequate use of the leased equipment, the use of components or supplies not provided by the supplier and the use of incorrect material and the shifting of material not carried out by the supplier.

9° The client undertakes to keep the maintenance booklet at all times next to the machine and shall be solely responsible for the loss of the said booklet and any harmful consequences deriving therefrom.

5. Insurance

a. From the time of delivery and for the entire duration of the agreement, the client, as custodian and possessor of the article, shall be responsible, to the exclusion of the supplier, to himself and to all third parties, for any bodily, material or other direct or indirect damages caused by the use

of the article, regardless of the cause. The client shall underwrite a civil liability insurance at his own expense and risk and agrees to indemnify the supplier against all claims brought by third parties.

b. The client shall, for the entire duration of the lease, at his own expense and on penalty of liability, subscribe an "all risks" insurance for the leased apparatus, allowing the supplier to lodge a direct claim against the insurer, and shall submit a copy of the policy and of the latest premium payment when requested to do so by the supplier.

c. The client shall be bound to notify the supplier within 24 hours of any loss, fire, theft, damage, etc.

d. In the event of total or partial loss not covered by a policy and regardless of the cause, the client shall either restore the apparatus at his own expense to its original condition, in which case the lease continues, or terminate the agreement, subject to compensation of the supplier in an amount equal to the total remaining duration in the manner specified in article I.6 above.

e. If the supplier subscribes an insurance on the request and at the expense of the client, in case of damage the client shall at all times be bound to assume a franchise of € 1,000, which shall be invoiced to him.

6. Return

a. Unless agreed otherwise in writing, the client undertakes to put the apparatus at the disposal of the supplier on the final day of the lease agreement, ready for transport, for the said apparatus to be collected at the expense and risk of the client, at the rates applicable at the relevant time, increased by a flat-rate administrative cost of € 150.00 per apparatus.

b. With a view to the recovery of the apparatus and consumables, the client hereby expressly and irrevocably authorises the supplier to access his premises during normal office hours.

c. For each day of delay, the client shall pay a compensation equal to the pro rata lease price increased by one third. If the apparatus is not returned on the date specified above, the supplier shall have the right to invoice the apparatus to the client as a sale, implying the transfer of ownership and risk, at the market price applicable on the relevant date, without prejudice to the right to claim a higher compensation of damages and the full liability of the client.

III. Maintenance conditions

1. Scope of application

The maintenance conditions set out under point III shall apply to all maintenance contracts and to all lease contracts including maintenance, entered into between the supplier and his clients.

2. Object

a. The maintenance contract shall include, exclusively upon request by the client, the following performances:

1° The ordinary maintenance of the apparatus specified in the agreement and the delivery of the products specified in the agreement, to the exclusion of all others.

2° The delivery and installation of all customary spare parts.

3° The products referred to under 1° and 2° shall be used exclusively for the apparatus specified in the agreement. The supplied quantity of these products shall be limited to the average quantity required for the copy/scan volume included in the maintenance price increased by 15%.

4° The price specified in the agreement covers only the performances of the supplier up to a maximum of 25% above the average maintenance time, estimated on a yearly basis, spent on equivalent apparatus of the same type. In case of excess of the duration specified above, the supplier shall be entitled to invoice the excess number of labour hours, including transfer costs.

5° The intervention of a qualified technician in case of breakdown, irregularities or maintenance service of the apparatus.

6° At the place of service specified in the agreement.

7° During the office hours of the supplier.

8° Unless specified otherwise and barring a special price indication, the maintenance of connected products shall be excluded. Hardware, software, data, networks, modems or other devices connected to the apparatus, including those delivered by the supplier, shall be excluded at all times.

b. The supplier reserves the right to invoice the interventions in any of the following cases:

1° If the breakdown or irregularity was caused by:

- any belated notification, negligence, incorrect connection or manipulation, accident or use of the articles not in accordance with the instructions contained in the user manual of the apparatus. In case of application difficulties of the installation or user instructions, the client undertakes to contact the supplier prior to any manipulation not mentioned in the manual;

- any attempt or intervention, adjustment, repair, alteration, modification or any other act equivalent to an intervention or maintenance not contemplated in the user manual and carried out on the apparatus by the client or a third party not authorized by the supplier;

- shifting or transport of the apparatus;

- failure to comply with the maintenance instructions of the supplier or use of inappropriate consumables;

- installation, connection, use, modification and/or breakdown of a computer, fax or any other apparatus by the client or a third party not authorised by the supplier, regardless of whether or not the application possibility has been provided;

- an external cause, including lightning, water, fire, irregular voltage, etc.;

- changes or failures of a connected product, telephone line, telephone switchboard, Fiery, Axis box, software, hardware, data, networks, modems, proton, internet or other devices, or an action by the client in relation to the above.

2° If, at the request of the client, the intervention of a technician takes place outside the office hours of the supplier and/or at a place of service other than the place indicated in the agreement.

3° The connection of an apparatus and the connection cables.

4° A reinstallation of the apparatus.

5° Possible adjustment(s) at the request of the client.

6° The updating of software and/or programmes.

c. The fact that the supplier takes care of the maintenance of the apparatus does not imply that the latter is responsible for possible interruptions and their consequences or for any other damage of any nature whatsoever, whether material or bodily, including, among others, the loss of use or profit, caused to persons or to objects belonging to the client, his employees, the user or third parties. The client shall at all times indemnify the supplier against all claims by third parties or of any other nature, even in the event of serious error but excluding intentional action on the part of the supplier.

d. Regardless of the nature or duration of the maintenance intervention, any compensation for loss of use or profit shall be excluded.

e. The burden of proof of a request shall lie exclusively with the client. If the client makes no or insufficient requests for maintenance and, consequently, the apparatus has not been regularly maintained and/or the supplier has not carried out any maintenance interventions as a result thereof, the client cannot invoke this omission against the supplier and the client shall at all events be exclusively responsible for all damages and/or omissions.

SOFTWARE & CONNECTIVITY CONDITIONS

1. Scope of application

- a. These provisions shall apply to all contracts (sale, lease, maintenance), services, occasional orders and performances and/or others applicable between the supplier and its clients in relation to software.
- b. By the installation and/or the use thereof, the client irrevocably confirms his acceptance of these conditions.

2. Rights

- a. Unless established otherwise, the supplier shall at all times retain the sole title to all copyrights, accessory rights, literary, artistic and intellectual property rights regarding all works and services performed and/or made available, free of charge or otherwise.
- b. For the duration of the agreement, the supplier grants a non-exclusive and non-assignable sublicense to the client for the use of the above, albeit without the right to copy or to modify them or to make them available to third parties, unless a separate authorisation agreement has been entered into.
- c. The original files of the works, media and others shall remain the property of the supplier and shall be returned to the latter upon first request and at all events on the day of termination of the agreement, by the client and at his expense.
- d. The client undertakes to respect all possible intellectual property rights of third parties and hereby also confirms his agreement with the licences and/or conditions of use of the said third parties making the relevant software available.
- e. The client shall at all times fully indemnify the supplier against all claims brought by a third party and likewise shall compensate the supplier for all direct or indirect damages caused by the failure to comply with the provisions of this article.

3. Object

- a. The client acknowledges and accepts that the software of the supplier, including the "data overwrite security" module, does not contain any data backup system or data protection system.
- b. The supplier reserves the right to adjust and/or to modify the software at any time without any prior notice to the client or right of compensation of damages on the part of the client
- c. The supplier does not undertake to develop, provide and/or deliver any software upgrades. Any upgrades or other facilities offered by the supplier shall be made available only against payment.
- d. The delivery of software shall be considered a separate performance of service and not accessory to the delivery of hardware.

4. Installation

- a. The installation shall be carried out as follows:
 - either: the installation is carried out by the client,
 - or: if the installation is performed by the supplier, subject to its agreement, such installation shall be carried out free of charge and on an exclusively commercial basis, for the account and risk of the client and on his exclusive responsibility,
 - or: the client can request the supplier to perform the installation under subcontract.
- b. Unless expressly agreed otherwise in writing, the installation price shall not be included in the purchase price.
- c. The installation price shall only include, to the exclusion of all others, a once-only installation on the PC of the client of the software delivered by the supplier, without carrying out any

connection, unless expressly agreed otherwise in writing. A new installation can only be carried out subject to prior payment of the costs.

d. In case of installation by the supplier, the client shall provide the supplier or the third party assigned by the latter with the necessary access and all necessary and useful information.

e. The installation by the supplier shall be deemed to have been carried out by the signing of the work/installation note, even in case of signing of partial work notes.

f. If the installation cannot be carried out due to an error, omission or other cause on the part of the client or a third party, the client shall remain bound to pay all invoices.

g. The client shall at all events be responsible for his own infrastructure and/or its configuration, in order to allow him to make use of the software. The setting up and development of an intranet network shall be for the exclusive account of the client.

h. The supplier reserves at all times the right to reject an installation, even an already initiated and/or contracted installation. In such event, the client shall have no right whatsoever to compensation of damages by the supplier.

i. The supplier shall not be liable, even in case of gross error albeit to the exception of intentional act, for any consequence and/or effect that the software may have on files, software and hardware of the client or used by the latter.

5. Use

a. At the execution and for the duration of the contract, the client shall, on his exclusive responsibility, ensure the delivery in writing of all useful information, including the particulars concerning the compatibility with the client's existing intranet and/or internet systems. Any modification, upgrade, intervention, repair, maintenance or any other action relating to the intranet and/or internet systems of the client resulting in a total or partial incompatibility with the software of the supplier and/or affecting the adequate operation of the said software shall be for the exclusive account and risk of the client. The client shall be bound, at his own expense and on his own responsibility, to have and to make available at all times all necessary and compatible material and software, in proper operating condition, in order to allow the supplier to offer a normal service performance and, if appropriate, shall allow the supplier or third parties access to his premises.

b. Furthermore, the client shall at all times, on his own exclusive responsibility and at his own expense, adopt the necessary measures to store, keep and/or protect files against any form of loss, damage, alteration or other occurrences, and shall be bound to secure his infrastructure and the direct and/or indirect use of the latter. The supplier assumes no responsibility whatsoever in this respect, even in case of gross error albeit to the exclusion of intentional damage.

c. Likewise, the client shall be exclusively responsible for the contents, information, data, etc.

d. The client acknowledges that he has sufficient knowledge to make use of the software offered by the supplier.

e. The client confirms that he acquires or uses the software, in full or in part, for professional purposes.

f. The client shall remain responsible for all use of the software by a third party, whether or not with his permission and/or knowledge, and shall at all times be fully responsible to the supplier.