

TERMS AND CONDITIONS OF PURCHASE ORDER

Any offer by FUJIFILM Unigraphica AG (“**Buyer**”) identified on the Offer (defined herein) to purchase goods, materials, and/or equipment and/or technology, software or other items (the “**Goods**”) and/or services, maintenance and/or repair (the “**Services**”) from the seller(s) identified on the Offer and/or providing the applicable Goods and/or Services (the “**Vendor**”), whether communicated in hard copy, or by electronic transmission, telephone or other means (the “**Offer**”), to the extent not otherwise subject to a specific written purchase agreement between, and duly executed by, Buyer and the Vendor (a “**Written Purchase Agreement**”), shall be subject to and incorporate the following terms and conditions (together with the Offer, the “**Purchase Order**”). If any section of the Purchase Order is held to be invalid, the remaining provisions of the Purchase Order shall not be impaired or affected in any way. Unless otherwise expressly and specifically provided in a Written Purchase Agreement, neither the Offer nor the Purchase Order constitutes an offer to purchase the Goods or Services exclusively from Vendor, and Buyer retains the right to enter into one or more agreements with other vendors for goods or services similar or identical to those provided by Vendor.

1. **ACCEPTANCE:** The earliest of Vendor’s issuing of acceptance or acknowledgement of the Purchase Order, promise of shipment or shipment of the Goods, or Vendor’s promise of performance or undertaking of performance of the Services, as applicable, shall constitute Vendor’s irrevocable acceptance of the Purchase Order and agreement that it will deliver the Goods and/or the Services in accordance with the Purchase Order and at the price, inclusive of all taxes, fees and/or duties applicable to the Goods and/or Services, specified in the Purchase Order or, if not therein specified, at the price otherwise mutually agreed upon by Buyer and Vendor. Vendor agrees to follow the shipping and invoicing instructions issued by Buyer, which instructions are incorporated by reference into the Purchase Order. Acceptance is limited to the terms and conditions hereof and any different or additional terms and conditions, whether or not in Vendor’s acknowledgement or in any other documents, are hereby rejected and shall be of no force or effect. THE PURCHASE ORDER AND ANY RELATED CONFIDENTIALITY AGREEMENT EXECUTED BY THE PARTIES SHALL CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES CONCERNING THE GOODS AND/OR SERVICES THAT ARE THE SUBJECT OF THE OFFER. NO AMENDMENTS OR MODIFICATIONS SHALL BE MADE EXCEPT IN WRITING SIGNED BY BUYER AND VENDOR.

responsible for arranging and paying for all freight, transportation and any related insurance. Insofar as Buyer is expressly accepting responsibility for the cost thereof, Vendor shall use only Buyer-approved methods, carriers and forwarders for transportation of Goods. Any costs, expenses or losses suffered or incurred by Buyer by reason of shipment by method or carrier or forwarder not approved by Buyer in advance and in writing, including, but not limited to, any difference in freight rates and/or extra costs of cartage, shall be deemed deductible from the invoice price and will be charged to Vendor’s account. The warranties included in this paragraph 3 shall survive inspection, delivery, acceptance and payment by the Buyer.
2. **INSPECTION AND REJECTION:** (a) Final inspection of the Goods shall be made by Buyer at the place specifically designated by Buyer or, if not so designated, at Buyer’s facility. If the Goods or the tender of delivery fails in any respect to conform to specifications or the terms and conditions of the Purchase Order or if the Goods are defective or unsuitable, or do not conform to all express warranties or warranties implied by law, Buyer at its option may reject all the Goods, accept all of them, or accept any commercial unit and reject the remainder, and Vendor shall, at Buyer’s option, promptly give to Buyer a full credit or refund of the purchase price of the rejected whole or portion of the Goods or Vendor, at Vendor’s expense, shall repair or replace the nonconforming Goods in accordance with Buyer’s instructions. Buyer’s expenses for inspection of the Goods found to be nonconforming shall, at Buyer’s option, be charged to and promptly paid by Vendor or deducted from amounts due Vendor. Buyer’s failure to inspect the Goods or to detect nonconformities in the Goods shall not affect Buyer’s remedies as to such nonconformities. Regardless of its actions, Buyer will retain all of its rights against Vendor as to such nonconformities.

(b) If the Services or the tender of delivery fail in any respect to conform to specifications, the terms and conditions of the Purchase Order or applicable industry standards or if the Services are deficient, Vendor shall, at Buyer’s option, promptly give to Buyer a full credit or refund of the purchase price of the rejected nonconforming or deficient Services or, at Vendor’s expense, shall remedy or perform the Services again in accordance with Buyer’s instructions. Buyer’s expenses for inspection of the Services found to be nonconforming or deficient shall, at Buyer’s option, be charged to and promptly paid by Vendor or deducted from amounts due Vendor. Buyer’s failure to inspect the Services or detect nonconformities or deficiencies in the Services shall not affect Buyer’s remedies as to such nonconformities and/or deficiencies. Regardless of its actions, Buyer will retain all of its rights against Vendor as to such nonconformities and/or deficiencies.
3. **TITLE, RISK OF LOSS, FREIGHT, INSURANCE AND ROUTING RATES:** Unless otherwise provided to the contrary in writing by Buyer in the Purchase Order, Vendor warrants that for both domestic and international shipments of Goods title shall pass clear, unrestricted, and unencumbered and risk of loss for the Goods shall pass to Buyer upon Buyer’s receipt and acceptance of the Goods, subject to paragraph 2(a), at the place specifically designated by Buyer or, if not so designated, at Buyer’s facility. Further, unless otherwise provided to the contrary in writing by Buyer in the Purchase Order, Vendor shall be
4. **EXCESS OR PARTIAL SHIPMENTS OR PARTIAL PERFORMANCE:**

(a) Buyer may, but is not obligated to, accept shipments that are in excess of or less than the quantity ordered. Such shipment may be returned at Buyer’s option to Vendor at Vendor’s expense and risk. (Buyer shall have the option to call for delivery of the Goods in two or more lots, on prior notice thereof.)

(b) Buyer may, but is not obligated to, accept or pay for partial performance of any of the Services.
5. **WARRANTIES:** Vendor warrants that all Goods and Services covered hereunder shall be new and contain no used or reconditioned parts, and shall be of merchantable quality and fit for the ordinary purposes for which such Goods are used and Buyer’s particular intended use thereof. Vendor expressly warrants, in addition to all warranties implied by law, that the Goods and/or the Services covered hereunder, together with all related packaging, labeling and other material furnished by Vendor, (a) shall be free from defects in design, workmanship or materials (and from spoilage, in the case of perishable Goods), including, without limitation, such defects as could create a hazard to life or property, and (b) shall strictly conform to applicable specifications, designs, descriptions, instructions, drawings, data, samples and federal, state and local laws, orders and regulations, including, but not limited to, those regarding occupational safety and health. Vendor further warrants that it shall perform all Services covered hereunder in a competent, safe and professional manner in accordance with the highest standards and best practices of Vendor’s industry. The warranties included in this paragraph 5 shall survive any inspection, delivery, acceptance or payment by Buyer.
6. **THIRD PARTY RIGHTS, PATENT, TRADEMARK, TRADE NAME AND COPYRIGHT:** Vendor warrants that the purchase, sale or use of the Goods or any part thereof and/or the purchase, sale, receipt or performance of the Services will not infringe, misappropriate or encroach on any third party’s personal, contractual or intellectual property rights, including any patent, trademark, service mark, trade name, trade secret, copyright or other proprietary right (“**Third Party Rights**”), and Vendor will fully indemnify Buyer and its affiliates, and its and their respective directors, officers, employees, representatives, agents, successors and assigns, as well as any of their customers buying, leasing, selling, using or receiving the Goods and/or the Services, from and against any and all claims (including third party claims), demands, liabilities, losses, damages, fines, assessments, judgments, penalties, costs and expenses (including reasonable attorneys’ fees) in any way relating to any and all alleged and actual infringements, misappropriations or encroachments. Vendor covenants that, upon Buyer’s request and discretion, and at Vendor’s expense, Vendor will defend or assist in the defense and subsequent appeal of any suit or action which may be brought against Buyer, its affiliates, and its and their respective directors, officers, employees, representatives, agents, successors and assigns, as well as those buying, leasing, selling, using or receiving any of the Goods and/or the Services supplied by Vendor claiming infringement, misappropriation or encroachment of any Third Party Rights. In case the purchase, sale or use of the Goods

or any part thereof and/or the purchase, sale, receipt or performance of the Services, are enjoined, Vendor, at its own expense, shall elect, with the approval of Buyer (which approval shall not be unreasonably withheld), either to: (a) procure for Buyer, its affiliates and its and their respective directors, officers, employees, representatives, agents, successors and assigns, and customers the right to continue to purchase, sell, use and receive said Goods or part thereof and/or the Services; (b) modify said Goods or part thereof and/or the Services so that the purchase, sale, lease, use, receipt and/or performance, as the case may be, are no longer enjoined, provided that the Goods and/or Services remain functionally equivalent to the Goods and/or Services immediately prior to such modification; or (c) accept the return of said Goods and refund the purchase price and transportation and installation cost, if any, of the Goods and/or the Services. This warranty shall survive any inspection, delivery, acceptance or payment by Buyer. In no event shall Vendor enter into any settlement without Buyer's prior written consent.

7. **TERMINATION:** (a) Buyer, subject to the provisions of paragraph 7(d), by written notice to Vendor, may terminate immediately all or any part of the Purchase Order in any one of the following circumstances:

- i. If Vendor fails to perform any of its obligations under the Purchase Order; or
- ii. If Vendor dissolves or ceases to do business, a petition is filed by or against Vendor under the bankruptcy laws applicable to Vendor, Vendor makes a general assignment for the benefit of its creditors, a receiver is appointed for any property of Vendor or Vendor is generally unable to pay its debts when due.

Vendor also expressly agrees that time is of the essence to the Purchase Order and Vendor's failure to meet any delivery date in the quantity or quantities specified or failure to timely perform any of the Services shall constitute material breach of the Purchase Order for which Buyer may terminate immediately all or any part of the Purchase Order. No acceptance of Goods or Services after the delivery date will waive Buyer's rights with respect to such late delivery.

(b) Notwithstanding any provision in the Purchase Order to the contrary, Buyer may terminate any Purchase Order for convenience upon ten days' written notice to Vendor. Vendor shall cease to perform Services and/or provide Goods under such Purchase Order on the date of termination specified in such notice. In the event of such termination, Buyer shall be liable to Vendor only for those Services satisfactorily performed and those conforming Goods delivered to Buyer through the date of termination.

(c) In the event that Buyer terminates the Purchase Order in whole or in part, as provided in paragraphs 7(a) and 7(b), Buyer may procure replacements for the Goods or the Services from other sources upon such terms and in such manner as Buyer may consider appropriate. Vendor shall promptly remit to Buyer upon demand any amounts exceeding the contract price of, and charges included in, the Purchase Order incurred by the exercise of Buyer's rights under this paragraph, and Vendor shall continue the performance of the Purchase Order to the extent not terminated.

(d) If the Purchase Order is terminated as provided in paragraphs 7(a) and 7(b), Buyer, in addition to any other rights provided herein, may require Vendor to transfer title and deliver to Buyer in the manner and to the extent directed by Buyer any completed Goods and such partially completed Goods and materials acquired for the performance of such part of the Purchase Order as has been terminated, and Vendor, upon Buyer's direction, shall protect and preserve property in the possession of Vendor in which Buyer has an interest. Payment for completed Goods delivered to and accepted by Buyer shall be at the applicable contract price.

8. **INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE:**

(a) In addition to the provisions of paragraphs 6 and 10, Vendor will defend, indemnify and hold harmless Buyer and its affiliates, and its and their respective directors, officers, employees, representatives, agents, successors and assigns, as well as any of their customers buying, leasing, selling, receiving or using the Goods and/or receiving or using the Services from and against any and all claims (including third party claims), demands, liabilities, losses, damages, fines, assessments, judgments, penalties, costs and expenses (including reasonable attorneys' fees), in any way relating to (i) the failure of Vendor to perform and comply with its warranties or obligations under the Purchase Order, (ii) the breach by Vendor of any applicable law, regulation, or order, or arising out of or relating to any use, possession, transportation, consumption, or sale of the Goods and/or any performance, delivery or receipt of the Services, including in each case, but not limited to, claims of unfair competition, bodily injury, property, or other damage, or (iii) the presence of Vendor's agents, employees or subcontractors, or the equipment of Vendor or such persons, at Buyer's premises, regardless of whether such claims, demands, liabilities, losses, damages, fines, assessments, judgments, penalties, costs and expenses arise out of or relate to or are imposed by reason of negligence, willful misconduct, strict liability, tort, contract, statute, ordinance, regulation, code, principle of equity or common law, or any other theory or remedy.

(b) To the extent permitted by applicable law, in no event shall Buyer or its affiliates be liable for any business interruption, lost revenues, lost profits, incidental, indirect, consequential, special or punitive damages of any kind arising in connection with the Purchase Order or the parties' respective rights or obligations arising thereunder, regardless of the form of action (whether in contract, tort or any other form of liability) and regardless of whether advised of the possibility of such damages.

9. **PERMITS, LICENSES, TARIFFS AND TAXES:** Unless otherwise expressly agreed in writing, Vendor shall be responsible for export and import clearance and shall pay any and all applicable tariffs, duties and clearance charges imposed by any governmental entity upon the Goods, Services and/or technology purchased or otherwise transferred hereunder and shall obtain and pay for any and all export and import licenses or permits necessary for performance under the Purchase Order. If by law, regulation, or other official rule which first becomes effective subsequent to the date of the Purchase Order there shall be any increase in any tariff, tax, duty, clearance charge, surcharge, import fee, or any exaction on the Goods hereunder, resale of the Goods, any component thereof, any process or labor involved therein, or any of the Services to be rendered by Vendor, Buyer, at its option, may cancel the Purchase Order as to any and all undelivered Goods or unperformed Services unless Vendor shall reimburse Buyer for the amount of the increase in any such tariff, tax, duty, clearance charges, surcharge, import fee, or other exaction.

10. **EXPORT AND IMPORT LAWS, COUNTRY OF ORIGIN, DUTY DRAWBACK:**

(a) Vendor agrees to comply with all applicable national and international export control and sanctions laws and regulations, including, but not limited to those pertaining to U.S. (re-)export regulations, EU or local export control and sanctions regulations, Catch-all regulations, or the export or import controls or restrictions of other applicable jurisdictions. Vendor agrees not to export or re-export, directly or indirectly, any goods, software or technology to any country for which, at the time of export or re-export, an export license or other governmental approval is required, without first obtaining such license or approval.

(b) Vendor warrants and represents that neither it or its affiliates, or directors, have been previously, or are currently, placed on one of the restricted parties lists under European, Japanese or U.S. export control and sanctions regulations. Vendor further warrants that it is not currently owned 50% or more, individually or in the aggregate, by one or more restricted parties.

(c) Vendor agrees to inform Buyer in writing whether or not the supplied goods, software or technology is U.S. controlled and/or controlled under the export control laws of its own country, and if so, what the export control classification number (ECCN) is. Vendor also agrees to notify Buyer immediately in writing in case any export restrictions or license requirements are valid for the deliveries involved.

(d) Vendor warrants the accuracy of any declarations of origin it includes with its delivery of the Goods, including, but not limited to, certificates of origin, such that Buyer can rely on any such origin declarations for compliance with any trade-related law, rule or

regulation, including, without limitation, to determine eligibility for preferential duty under free trade agreements. Vendor shall promptly notify Buyer, in writing, of any known documentation errors and/or changes to the origin of the Goods. Vendor agrees, to the extent permitted by law, to indemnify, defend and hold harmless Buyer from and against any and all claims (including third party claims), demands, liabilities, losses, damages, fines, assessments, judgments, penalties, costs and expenses (including reasonable attorneys' fees) in any way relating to any errors in Vendor's documentation or declaration of origin. (e) If Vendor is the importer of record for any of the Goods sold hereunder, including, without limitation, component parts, upon Buyer's request, Vendor shall provide Buyer with all necessary customs documentation to enable Buyer to file and obtain duty drawback.

(f) Vendor shall indemnify and hold harmless Buyer against any claims and/or damages incurred due to breach of the foregoing.

11. **BUYER'S PROPERTY:** Vendor acknowledges and agrees that all tangible and intangible property, including, but not limited to, materials, drawings, software, tools, dies, molds or engineering designs furnished or specifically paid for by Buyer ("**Buyer's Property**"), (a) shall be and remain the property of Buyer, (b) shall be subject to removal at any time without additional cost upon demand by Buyer, (c) shall be used only in filling this order for Buyer, (d) shall be kept separate from other materials or tools, and (e) shall be clearly identified as the property of Buyer. Vendor assumes all liability for loss or damage to Buyer's Property, with the exception, in the case of molds, tools, dies, or engineering designs, of normal wear and tear. Buyer's Property furnished by Buyer is furnished to, and accepted by, Vendor "AS IS" with all faults and without any warranty whatsoever, express or implied, and shall be used by Vendor at its own risk. Vendor shall keep Buyer's Property free of encumbrances and insured at Vendor's expense at an amount equal to the replacement cost thereof with loss payable to Buyer.
12. **PAYMENT FOR SPECIAL TOOLS, DIES, MOLDS AND ENGINEERING DESIGNS:** If and to the extent that Buyer is responsible for the cost of the same pursuant to the terms of the applicable Purchase Order, payment for special tools, dies, molds and engineering designs ("**Tooling**") will not be made until such time as Buyer approves samples of produced Goods and all right, title and interest in Tooling shall vest in Buyer. If a payment for a special die or mold is made and not included in the unit costs of the produced Goods, the invoice for the produced Goods must state: "A separate payment of EUR/CHF/USD was received by us from Buyer in connection with tools/dies/molds used in the production of this merchandise. See Purchase Order [____]." If tools, dies, molds or engineering designs are supplied to Vendor free of charge by Buyer, the invoice must state: "Molds/ tools/dies/engineering designs were supplied free of charge by Buyer and not included in the unit costs above."
13. **PACKING:** A packing slip showing order number must accompany each shipment. Packages must bear Buyer's order number and show country of origin, gross, tare, and net weights, or quantity as required. No charge for packaging will be allowed by Buyer unless otherwise indicated on the Purchase Order. In the event specialized packaging is requested for safety reasons, Buyer, in writing, must approve packaging. Where Vendor requests any additional payment for special packing, which payment is not included in the unit price for the Goods, the amount of that payment must be approved in advance by Buyer in writing and shall appear on the invoice accompanying Goods and be separately identified as follows: "A separate packing charge of EUR/CHF/USD [____] per unit has been paid by Buyer and is not included in the invoice price."
14. **NOTICES:** Any notice, request, consent or demand on Buyer shall be given in writing by overnight courier service, or by e-mail, promptly confirmed by overnight courier service, to the address designated by Buyer.
15. **ASSIGNMENT; INDEPENDENT CONTRACTORS:** Neither the Purchase Order, Vendor's accounts receivable, or any rights or obligations hereunder shall be assigned or delegated by Vendor without the prior written consent of Buyer and any attempted assignment or delegation without such consent shall be void and in no event relieve Vendor in whole or in part of its obligations hereunder. Purchases of parts and materials normally purchased by Vendor in the ordinary course of its business required by the Purchase Order shall not be construed as an assignment or subcontract. The relationship of Buyer

and Vendor is that of independent contractors and nothing in the Purchase Order shall be interpreted or construed as creating or establishing any (i) agency, partnership or joint venture relationship between Buyer and Vendor, or (ii) employer and employee relationship between Buyer and Vendor or employees or other personnel of Vendor or any of its subcontractors.

16. **FORCE MAJEURE:** Buyer shall have the right to terminate the Purchase Order, without any liability of any kind to Vendor, at any time upon written notice to Vendor in the event that the Purchase Order is suspended for more than 15 days by reason of force majeure.
17. **APPLICABLE LAW AND JURISDICTION:** The laws of Liechtenstein shall govern the interpretation and enforcement of the Purchase Order and/or relevant transactions between the parties hereto and any dispute arising out of or related to the Purchase Order and/or relevant transactions between the parties hereto, without giving effect to any conflict of laws principles that may cause the law of any other jurisdiction to apply. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

All disputes arising from or in connection with the Purchase Order and/or relevant transactions between the parties hereto will be subject to the exclusive jurisdiction of the competent court of Vaduz, Liechtenstein.

18. **NONWAIVER:** A failure by either party to enforce at any time any provision hereof shall not constitute a waiver of such provision or of the right of such party thereafter to enforce such provision.
19. **CONFIDENTIAL INFORMATION:** (a) Vendor agrees not to disclose to any person outside of its employ, nor to use for any purpose other than to fulfill its obligations under the Purchase Order, any information whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential", which is received by Vendor from Buyer and which relates to the Purchase Order, or which is developed hereunder, until such information is made publicly available by Buyer. Upon completion or termination of the Purchase Order, Vendor agrees to return to Buyer upon request (a) all drawings, blueprints, software, hardware, tools, dies molds or engineering supplied, descriptions, customer identification and lists, and/or other material received from Buyer and (b) all materials containing said information, all of which Vendor acknowledges are the property of Buyer. Vendor further agrees not to disclose to Buyer any information of Vendor or any other third party that is confidential or otherwise restricted. Buyer shall be entitled to injunctive relief for any violation of this paragraph. It is understood that any information received by Buyer may be used by Buyer as Buyer sees fit and without legal liability.
(b) It is acknowledged by Vendor that, irrespective of any potential confidentiality obligations which Buyer may assume under a separate agreement with Vendor (if any), Buyer is not (i) restricted from independently developing new products, improving existing products, or marketing any new, improved, or existing products that may be similar to Vendor's products or services, as long as such development is performed without use of or reliance on, and does not embed any of the Vendor's confidential information if any; or (ii) committed to disclose any particular information or to develop, make, use, buy, sell, or otherwise dispose of any existing or future product, or to favor or recommend any product or service of Vendor.
20. **ADVERTISING AND PUBLICITY:** Vendor will not advertise its services, in any media, at Buyer's facilities or to anyone in Buyer's employ without Buyer's prior written approval of the form and content of such advertising. Vendor shall not use the name, trademarks or logos of Buyer, its parent or any subsidiary or affiliate in any customer list, advertising, sales presentation, news release or other public communication without the prior written consent of Buyer.

21. **DEDUCTION AND SET-OFF:** Any sums payable to Vendor arising from any transaction or occurrence hereunder shall be subject to all claims and defenses of Buyer and Buyer may set-off and deduct against any such sums all present and future indebtedness of Vendor to Buyer. Vendor shall be deemed to have accepted each such deduction unless Vendor, within 30 days following receipt of the deduction voucher, notifies Buyer in writing as to why a deduction should not be made and provides documentation of the reasons given.

22. VENDOR'S COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS / QUALITY AND REGULATORY ISSUES:

(a) Vendor ensures that he has and keeps in force and effect all licenses, permits, authorizations, registrations and qualifications necessary or appropriate to perform his obligations under the Purchase Order.

(b) Vendor acknowledges that in the countries and regions where the Goods will be distributed by Buyer either directly or indirectly various regulatory requirements apply with regard to Vendor's activities and Goods, including but not limited to Vendor's manufacturing processes, product components, product safety, product labeling, approvals, incident reporting and field safety corrective action. Vendor warrants full awareness and compliance of his activities and Goods with those regulatory requirements (hereinafter the "Applicable Regulations"), in particular, but not limited to:

(i) in relation all the countries belonging to the European Union and the EFTA states and those countries where applicable via mutual recognition agreement, Directive 2011/65/EU of the European Parliament and of the Council of 8 June 2011 on the restriction of the use of certain hazardous substances in electrical and electronic equipment ("RoHS"), and any subsequent amendments or replacements thereof:

(ii) in relation all countries belonging to the European Union and the EFTA states and those countries where applicable via mutual recognition agreement, EU Regulation No 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals ("REACH Regulation"), and any subsequent amendments or replacements thereof. In particular Vendor shall ensure that Buyer can fulfill its obligations under Article 67 and the Article 31 communication requirements.

(c) Before the commencement of each Purchase Order, Vendor shall provide Buyer with compliance declarations on all the Applicable Regulations free of charge.

(d) In addition to the above, Vendor and Buyer agree on maintaining quality and complying with regulatory obligations as set out in **Annex 1**.

23. PRICING: The price for Goods set forth in the Purchase Order includes the cost of manufacturing, packaging, labeling, storage, cartage, shipping, and insurance, unless otherwise specified therein. Buyer specifically rejects any interest, service or late charges. Unless otherwise stated, all prices are to be stated in EUR / CHF / USD []. If prices are specified herein, Vendor may not increase the price of ordered Goods or Services before shipment without a revised signed Purchase Order. If price is omitted, it is agreed that the Goods or Services shall be billed at the price last quoted or paid by Buyer to Vendor for the same or substantially similar Goods or Services, or the prevailing market price at time of order for the Goods or Services, whichever is lower.

24. INVOICES & PAYMENT TERMS: (a) Vendor's invoices shall be in English or German and contain a complete description of the Services

or Goods (including, but not limited to, with respect to Goods commercial designation, material composition and, if part of another item, identification of the item to which a part, and quantity shipped), unit and total price paid or payable with any taxes specifically identified, terms of purchase and any additional statements as provided by the Purchase Order as applicable. Vendor's invoices for Goods shall be accompanied by a signed (1) original bill of lading, or (2) express "shipper's collect receipt", or (3) in case of prepaid shipments, original paid transportation bill showing the full amount of all freight and related charges paid. A separate invoice must cover each shipment. Amounts due and owing on invoices shall be for the quantity of the Goods received or Services performed on the accompanying signed receiving documents, at the price set forth in the Purchase Order, unless modified by Buyer in writing. Vendor's invoices shall be issued only after delivery in accordance with the Purchase Order has occurred, and no later than 90 days after Buyer's receipt of the Goods and/or Vendor's completion of the Services. Buyer shall be entitled to reject and not pay Vendor's invoice if it fails to meet the requirements of this paragraph 24. Buyer also may withhold total or partial payment until the Goods and/or Services conform to the requirements of the Purchase Order.

(b) Payment terms will be as set forth in the Offer.

25. COMPLIANCE: (a) Vendor warrants and covenants that it shall comply, and shall ensure that any permitted subcontractor complies, with all laws, regulations, rules and orders issued by any governmental agencies or authorities that are applicable to performance of Vendor's obligations under the Purchase Order.

(b) Vendor agrees to abide by FUJIFILM Europe's Supplier Code of Conduct which is to be provided by Buyer and which may be updated from time to time at Buyer's sole discretion.

(c) Vendor represents that it is current and in good standing with any permits or licenses required for the performance of Services. Vendor shall at all times keep Buyer's premises free of any waste materials or rubbish caused by its personnel in performing the Services, and shall remove all tools, equipment, surplus materials and waste from Buyer property upon conclusion of the Services.

26. MISCELLANEOUS: All rights and remedies granted to Buyer under the Purchase Order shall be in addition to and not in lieu of Buyer's rights and remedies arising by operation of law, contract or equity. Any provisions of the Purchase Order that are typewritten or handwritten by Buyer shall supersede any contrary or inconsistent printed provisions. Buyer shall have the right to withdraw its license to Vendor to access Buyer's Property for the performance of Services at any time without notice, or bar any Vendor personnel from entering Buyer premises at any time and from time to time without notice for any reason or for no reason.

Annex 1

Quality Supplemental Agreement

Any word used in capital letters in this Annex 1 shall have the same meaning as a defined capitalized term in the Terms and Conditions of Purchase Order.

1. Quality System

Vendor maintains during the term of transactions under the Purchase Order a certified quality and environment management system according to the latest edition of ISO 9001 and ISO 14001 and shall provide Buyer with copies of such certifications. Changes to the Vendor's quality system certification status must be communicated immediately to Buyer.

2. Product Labelling, Instructions and Documents

Vendor shall provide the Product with all labelling and accompanying documents in the relevant languages as required by the Applicable Regulations for distribution on the Goods and/or to accompany the Goods at no cost to Buyer. Buyer undertakes not to make any modification without the prior approval of the Vendor.

3. Audit

3.1. During the term of the transactions under the Purchase Order, Vendor shall permit Buyer or its designees, upon reasonable advance notice and during regular business hours, to inspect and/or audit the Vendor and the Goods supplied thereunder, the facilities and the equipment at or with which the Goods are manufactured, and the quality management system documents, records, other necessary systems, personnel, procedures, programming, and records related to the Goods, to determine that Vendor and the Goods comply with this Agreement and the Applicable Regulations.

3.2. Vendor shall immediately notify Buyer in writing of any governmental inspection or inquiry related to the Goods. Vendor shall allow Buyer to participate during these inspections as deemed appropriate by Buyer.

4. Vendor's Complaint and Corrective and Preventive Action Processes

4.1. Vendor shall have a documented process for receiving and processing customer complaints regarding the Goods, and shall strictly comply with the Applicable Regulations. Any complaints received from Buyer shall be promptly documented, investigated, and resolved in accordance with this process. Records of complaint handling and of corrective and preventive action measures shall be retained by the Vendor for the period required by the Applicable Regulations. Records shall be made available to Buyer upon request. Vendor shall provide Buyer with a copy of any trends, complaints and failure analysis or other studies or reports prepared by Vendor with respect to the Goods and parts and components thereof.

4.2. Vendor shall define, implement, and maintain a corrective and preventive action process (CAPA Process). This process shall include a disciplined approach to determining the root cause of problems and issues with the Goods and developing, implementing, and verifying the solutions needed to resolve them. Vendor's CAPA Process shall include provisions for recording and reporting the following information to Buyer for actions associated with or having an impact upon the Goods ordered by Buyer hereunder:

- Problem statement
- Root cause investigation method and results
- Description of solution and associated implementation plan

5. Returns/Disposal, and Safety Logistics

If at the end of the product life of the Goods, Buyer is legally obliged to take back and/or dispose of the Goods, Vendor shall accept such Goods if and to the extent Vendor is also legally bound to take the said Goods back and dispose of them. The costs for return of the Goods to Vendor shall be borne by Buyer and the disposal of the Goods received by Vendor shall be borne by Vendor.