

FUJIFILM Unigraphica AG
General Terms and Conditions of Sale for Systems Sales

THESE GENERAL TERMS AND CONDITIONS OF SALE FOR SYSTEMS SALES, TOGETHER WITH ANY ADDITIONAL TERMS WHICH MAY SEPARATELY BE MADE APPLICABLE IN WRITING BY FUJIFILM UNIGRAPHICA AG ("VENDOR"), GOVERN THE SALE BY VENDOR OF PRODUCTS ("PRODUCTS") AND/OR SERVICES ("SERVICES") IDENTIFIED ON THE ATTACHED QUOTE WHICH IS HEREBY INCORPORATED HEREIN IN ITS ENTIRETY. NOTWITHSTANDING ANY DIFFERENT, CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS WHICH APPEAR ON ANY PURCHASE ORDER OR OTHER BUSINESS FORM SUBMITTED BY THE CUSTOMER THAT IDENTIFIED IN THE QUOTE (THE "BUYER"), SUCH DIFFERENT, CONFLICTING OR ADDITIONAL TERMS WILL NOT BECOME A PART OF THE CONTRACT BETWEEN VENDOR AND BUYER.

1. **FORMATION OF CONTRACT.** A contract for the sale of Products and/or Services will be formed only if and when purchase orders from Buyer are accepted by Vendor in writing, including by issuance of an invoice for Products and/or Services, or Vendor ships Products or undertakes performance of Services ordered.

2. **SHIPPING, PACKAGING, CREDIT AND PAYMENT TERMS.** Non-binding offers or prices are subject to change without notice. Vendor reserves the right to change specifications, package and/or design etc. as may be required.

Obligations of Vendor to perform hereunder are subject to the strict observance of Buyer of the credit or payment terms established by Vendor in its sole discretion. Vendor reserves the right to change its credit, payment and shipping terms upon advance notice to Buyer and may require payment in advance as a condition of shipment and/or performance of Services. Vendor reserves the right, among other remedies, to terminate this Contract, or any other sales contract with Buyer, or suspend deliveries to Buyer, or terminate or suspend performance of Services, in the event Buyer fails to pay for any payment when due.

Any claims for prices, trade allowances, cash discounts, sales and use taxes, or other benefits pertaining to this Contract must be submitted along with appropriate proof of performance - unless contractually or legally bound to a shorter term - within one (1) year from date of invoice.

Buyer shall conduct a check out procedure for each System referenced in the quote at Vendor's location prior to shipment of the Products ("System Check Out") if called in the quote. Subject to Section 6 of these General Terms and Conditions, title to Products and risk of loss shall pass to Buyer when Products are delivered to carrier at the shipping point. Buyer shall indemnify Vendor against any and all claims and liabilities (including third party claims) in any way related to Products, including for personal injury and/or property damage, which arise after passage of title to Buyer, when such claims or liabilities arise out of, relate to, or are imposed by reason of, Buyer's negligence or willful acts.

3. **RETURNED GOODS.** Any Product returns must be authorized by Vendor and a Return Authorization (RA) form and RA number must be obtained from Vendor prior to the return. Buyer shall follow the proper cleaning/flushing procedures in accordance with the respective product manual, and ship all authorized returns, freight paid, F.O.B. destination as specified by Vendor. Returns shipped freight collect will not be accepted by Vendor. Returned goods may be subject to a restocking charge. Vendor will invoice or credit Buyer for appropriate adjustments resulting from returns, and Buyer may not make any deduction from invoiced amounts except upon receipt of such adjustments. Warranty excludes all costs of customs clearance and any other related charges. All replaced Products shall become the property of Vendor.

4. **TAXES.** The price of Products and/or Services does not include any taxes which may apply to the sale or use of those Products and/or Services, including sales, use, privilege, excise or property taxes, and Vendor will invoice Buyer for such applicable taxes. Buyer is solely responsible for the payment of all such taxes, whether or not invoiced.

5. **WARRANTY / LIMITATION OF LIABILITY AND ACTIONS.** EXCEPT FOR THE WARRANTIES EXPRESSLY STATED IN THESE GENERAL TERMS AND CONDITIONS OF SALE WHICH ARE EXCLUSIVE AND PROVIDED BY VENDOR IN LIEU OF ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ALL VENDOR PRODUCTS AND SERVICES PROVIDED BY VENDOR HEREUNDER OR OTHERWISE ARE PROVIDED "AS IS," AND "AS AND WHERE AVAILABLE," AND WITH ALL FAULTS.

EXCEPT FOR THE WARRANTIES EXPRESSLY STATED IN THESE GENERAL TERMS AND CONDITIONS OF SALE, VENDOR SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES AGAINST INFRINGEMENT, OR ARISING OUT OF A COURSE OF DEALING.

DETERMINATION OF THE SUITABILITY OF THE PRODUCTS AND SERVICES FOR BUYER'S INTENDED OR DESIRED USES IS THE SOLE RESPONSIBILITY OF BUYER, AND VENDOR SHALL HAVE NO RESPONSIBILITY IN CONNECTION THEREWITH.

Warranty:

System Warranty: Vendor warrants that Systems and spare parts shall be substantially free of non-conformities from the applicable performance specifications ("Defects") for the period of twelve (12) months from date of shipment by Vendor, provided that Buyer purchases all Products identified as fluids ("Fluids") used with the System directly from Vendor to ensure quality control and compatibility with the System.

Fluid Warranty: Vendor warrants Fluids are free of Defects for a period as provided in the applicable Fluid specifications.

If any Product fails to satisfy the Warranty during the Warranty Period, Buyer shall give written notice of such defective Product(s) to Vendor within forty-five (45) days of the date that Buyer becomes aware of such failure, and shall deliver the defective Product(s) to Vendor within forty-five (45) days thereafter. Upon return of Products, Vendor may, at Vendor's option, (i) promptly deliver to Buyer replacement Product(s), (ii) credit any amounts owing from Buyer for that portion of the Purchase Price attributable to the defective Products.

Acceptance; Limitation of liability and actions:

Buyer shall inspect for Defects upon receipt of Product and/or Services. Any claim relating to Products and/or Services shall be deemed waived unless made in writing and received by Vendor within ten (10) days of Buyer's receipt of the Products to which such claim relates or of the performance of the Services to which such claim relates, as applicable. Acceptance of the Products and/or Services, as applicable, shall be deemed to have occurred if no written notice of Defects is received by Vendor within such ten (10) day period.

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), WHETHER BASED IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, OR FOR THE COST OF SUBSTITUTE GOODS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF SUCH DAMAGES IN ADVANCE. EXCEPT FOR BUYER'S INDEMNIFICATION OBLIGATIONS, EACH PARTY'S MAXIMUM LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATED TO THIS CONTRACT SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNTS RECEIVED BY VENDOR FROM BUYER FOR THE SPECIFIC PRODUCTS AND/OR SERVICES TO WHICH ANY SUCH CLAIM RELATES.

Buyer shall indemnify Vendor for any third-party claims arising from representations by Buyer to the effect that Vendor has made any warranty, or will allow any remedy, with respect to Products and/or Services other than as expressly stated hereunder.

6. **RETENTION OF TITLE.** Vendor retains ownership of the Products until full payment of the purchase price.

In case of withdrawal from the Contract or other termination of the Contract, Buyer is obliged to return the Product to Vendor and to keep it in safe custody until then. If Vendor actually takes back Products even without prior declaration of withdrawal, such taking back shall constitute withdrawal from the purchase contract at the latest. This withdrawal shall be without prejudice to the right of Vendor to claim damages for non-performance. In addition,

Buyer shall owe Vendor reasonable compensation for the use of the Product and for the reimbursement of repair costs in the event of any damage to Products.

7. COSTS AND EXPENSES OF COLLECTION. In the event that Buyer fails to make full payment for the Products and/or Services, in the manner and within the time specified by Vendor in its payment terms, Buyer shall be liable to Vendor for payment of all costs and expenses incurred by Vendor in seeking collection of the amounts owed by Buyer, including but not limited to the costs of collection agencies and reasonable attorneys' fees incurred by Vendor.

8. CONFIDENTIALITY. The Parties may have executed a non-disclosure agreement prior to entering into this Contract. In the event that no such non-disclosure agreement exists, the provisions of this Contract shall govern any Confidential Information disclosed on or after the effective date of this Contract. In the event a non-disclosure agreement has been executed, the terms of such agreement shall govern any Confidential Information disclosed on or after the effective date of this Contract

Confidential Information means all data, information and materials that Vendor discloses to Buyer (i) in documents or other tangible materials clearly marked "CONFIDENTIAL," or (ii) orally, or in any other intangible form if, when first disclosed, Vendor advises Buyer that the data, information and materials are confidential, or (iii) which, by their nature, are to be classified as confidential even without being explicitly marked as such. Confidential Information does not include any data, information and materials that (i) Buyer knew at the time of disclosure, (ii) the public knows or which is or becomes readily ascertainable by the public, and through no wrongful act of Buyer, (iii) Buyer receives from a third party without breaching an obligation owed to Vendor, if the third party does not restrict Buyer from disclosing that information, (iv) is independently developed by or for Buyer, or (v) is required to be disclosed by law, provided, however, that in the event Buyer is ordered to disclose the Confidential Information pursuant to a judicial or governmental request, requirement or order, Buyer shall immediately, and in any event prior to complying therewith, notify Vendor and take reasonable steps to assist Vendor in contesting such request, requirement or order or otherwise protecting Vendor's rights. Buyer shall (i) use reasonable efforts to prevent the disclosure of any Confidential Information to any third party, but in no event shall use less than reasonable care; and (ii) not analyze or reverse engineer any samples, prototypes or products. All materials containing Confidential Information delivered by or on behalf of the Vendor under this Agreement are and shall remain the property of Vendor. At Vendor's written request, Buyer shall promptly return to Vendor or destroy and certify the destruction of, all those materials and any copies.

9. INTELLECTUAL PROPERTY RIGHTS. Vendor shall retain its and Vendor's suppliers shall retain their existing Intellectual Property Rights, and any derivatives or improvements thereof. For the purposes of these General Terms and Conditions of Systems Sales, "Intellectual Property Rights" are defined as inventions and/or works and any and all rights under applicable patents, trade secrets, know-how, copyrights, trademarks, and other industrial or intangible property rights of a similar nature; all rights pursuant to grants and/or registrations worldwide in connection with the foregoing and all other rights with respect thereto; all rights under applications for any such grant or registration, all rights of priority under international conventions to make such applications and the right to control their prosecution, and all rights under amendments, continuations, divisions, and continuations-in-part of such applications; and all rights under corrections, reissues, patents of addition, extensions, and renewals of any such grant, registration, and/or right.

Buyer will not use Vendor's name, trademarks, logos or service marks or refer to Vendor or any of its affiliates directly or indirectly in any customer list, advertising, sales presentation, news release, release to any professional or trade publication or for any other purposes without Vendor's prior written approval of such use and of the form and substance of the reference.

10. REGULATORY COMPLIANCE, EXPORT AND DISPOSAL. Buyer shall comply with all relevant statutory regulations, regulatory requirements, court decisions and regulatory actions/orders, especially all relevant export control and import and export rules of the EU and USA.

Buyer shall promptly obtain all necessary approvals, permits and licenses, especially those necessary to import, export or use the Products.

Buyer shall observe all instructions and warnings made accessible to it on the operation, use and disposal of the Products.

If Buyer breaches its obligations under this Section 10, it shall indemnify Vendor against any claim of third parties. Vendor may withhold delivery to the Buyer if Vendor has grounds for suspecting that Buyer may breach its obligations under this Section or if not all necessary approvals, permits or licenses have been obtained, and this is not attributable to fault or responsibility on Vendor's part.

The scope of Buyer's responsibility shall include proper disposal of the Product. If Vendor is bound by compelling statutory requirements to do so, Vendor shall take the Product made by Vendor back for disposal at Buyer's request.

11. General. Vendor shall not be liable in any way for failure or delay in carrying out the terms of this Contract that results from any cause or circumstance beyond its reasonable control, including, but not limited to, any act of God, fire, flood, war, explosion, epidemics, pandemics, labor difficulties, inability to obtain necessary labor or materials, interruption of transportation, civil commotion, and acts of any governmental authority. In no event will Vendor be required to purchase any products and/or services in the marketplace to meet its obligations hereunder or be required to purchase materials and/or services necessary upon unreasonable terms and/or at unreasonable prices. During any shortage of Products and/or Services, Vendor may apportion and allocate Products and/or Services among itself and its subsidiaries, affiliates and customers as Vendor deems fit in its sole discretion.

No Amendment to these General Terms and Conditions of Systems Sales shall be binding unless agreed to in a writing executed by both Vendor and Buyer.

If any provision of these Terms and Conditions conflicts with any other terms or conditions separately made applicable in writing by Vendor to particular Products and/or Services, such separately applicable terms and conditions shall govern with respect to such conflict.

If any provision of these General Terms and Conditions of Sale for Systems Sales (as supplemented by any additional terms separately made applicable by Vendor to particular Products and/or Services) is finally determined to be invalid or unenforceable by any court of competent jurisdiction, such determination shall not affect any other provision hereof, and all such other provisions will remain in full force and effect.

Any sales contract formed between Buyer and Vendor may not be assigned by Buyer except with the prior written consent of Vendor.

These General Terms and Conditions of Sale for Systems Sales and the sales contract formed between the parties shall be construed and enforced in accordance with the laws of Liechtenstein (without giving effect to its rules of conflict of laws). 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 these General Terms and Condition for Systems Sales or the ongoing delivery relations will be subject to the exclusive jurisdiction of the competent court of Vaduz, Liechtenstein.