

THESE ARE THE TERMS AND CONDITIONS ON WHICH KODAK WILL SUPPLY THE CUSTOMER WITH CONSUMABLES. THE CUSTOMER AGREES TO BE BOUND BY KODAK'S TERMS AND CONDITIONS BELOW.

## **Kodak's Sales Terms and Conditions**

### **1 Definitions, interpretation and conflicts.**

1.1 Where capitalized terms are used in the Agreement then the following definitions will apply, unless the context otherwise requires.

**"Agreement"** shall mean a Customer Agreement for Consumables (including attachments, applicable Schedules, these Kodak T&C's, and documents incorporated by reference which shall form part of it), signed by authorized representatives of Kodak and the Customer.

**"Applicable Law"** shall mean all laws of any country or territory as amended from time to time, which apply to the Consumables included in the Agreement including without limitation the following: constitutional law, civil law, common law, international law, equity, treaties, statutes, decrees, edicts, codes, orders, rules, ordinances and regulations of any local, municipal, territorial, provincial, federal, national or any other duly constituted governmental authority or agency including those relating to health, safety and the environment.

**"Confidential Information"** shall mean any information which is marked as confidential, or is by its nature clearly confidential including, without limitation, drawings, designs or manuals relating to the Consumables, any information relating to either Kodak or the Customer's services, operations, prices, plans or intentions, service information, design rights, trade secrets, market opportunities and business affairs or those of Kodak or Customer's customers and which is disclosed (whether in writing, verbally or by any other means including being observed during visits to premises) by the Disclosing Party, whether directly or indirectly, to the Receiving Party.

**"Consumables"** shall mean where the context permits, Digital Print Consumables, Inkjet Printing System Consumables and Prepress Consumables.

**"Consumables Period"** shall have the meaning given in condition 3.2 below.

**"Delivery"** shall mean for Consumables DAP (Delivered At Place Incoterms® 2020) Customer's Site ground floor.

**"Digital Print Consumables"** or **"DP Consumables"** shall mean electrophotographic digital production press consumables including dry inks, developers, Operator Replaceable Components (ORC's), other non-reusable Consumables and maintenance supplies.

**"Disclosing Party"** shall mean the Party disclosing Confidential Information.

**"Effective Date"** shall mean the effective date shown in the Agreement or, if no date is inserted, then the last date of signature of the Agreement by both Parties.

**"Initial Consumables Period"** shall mean the initial period in which Kodak will provide Consumables to Customer as shown in the Schedule-Consumables, or if no initial period is shown then the period of 12 months from the Effective Date.

**"Inkjet Printing Systems Consumables"** or **"IPS Consumables"** shall mean fluids, filters, light bulbs, for Kodak inkjet printing systems.

**"Kodak T&C's"** shall mean these Sales Terms and Conditions.

**"Non Customer Replaceable Units"** shall mean components which are not replaceable by Customer without the assistance of Kodak.

**"Party"** shall mean Kodak or Customer and **"Parties"** shall mean Kodak and Customer.

**"Person"** shall mean (a) any corporation, partnership, joint venture, joint stock company, association, trust, business trust, estate, unincorporated organization, or other business entity, (b) any government or agency, division or sub division thereof, or (c) any individual.

**"Prepress Consumables"** shall mean media (including film, paper, plates, fabrics, plastics, digital media, transfer media, proofing media and other imageable substrates), inks, chemicals, filters, bulbs, and developers.

**"Printheads"** shall mean printheads, jetting modules and/or lineheads depending on the type of equipment.

**"Receiving Party"** shall mean the Party receiving Confidential Information.

**"Schedule"** shall mean a Schedule to the Agreement and shall include any attachments to the Agreement.

**"Site"** shall mean the Customer location where Consumables are delivered.

**"VAT"** shall mean value added tax chargeable under any Applicable Law and any other applicable taxes and duties or similar charges which shall be charged in accordance with the relevant Applicable Law in force at the time of making the relevant taxable supply.

1.2 Headings in the Agreement are for convenience only and will be given no effect in the interpretation of the Agreement.

1.3 Words having the singular meaning include the plural meaning and vice versa.

1.4 A reference to writing or written includes facsimile and email.

1.5 Any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

### **2 Agreement.**

2.1 Kodak agrees to sell to Customer and Customer agrees to purchase from Kodak the Consumables as identified in the Schedules on the terms and conditions set out or referred to in the Agreement.

2.2 All purchase orders submitted by Customer will be of no effect unless and to the extent that they are accepted by Kodak in its sole discretion and provided they refer expressly to and are subordinate to the Agreement. Orders for Consumables may be subject to minimum order values and quantities (details available on request).

2.3. All orders shall be placed via the Kodak online ordering process where available. If online ordering process is available, orders via any other means (phone, facsimile, mail, e-mail, etc.) may be subject to a surcharge to reflect additional handling efforts for processing unless otherwise agreed between the Parties. Customer shall keep secure any passwords provided by Kodak for the use of such online systems.

2.4 The terms of the Agreement contain the entire agreement between the Parties and cancel all previous terms of business between Kodak and Customer in relation to its subject matter. No other terms and conditions, whether written or oral, (including, without limitation, any terms or conditions which the Customer purports to apply under any purchase order, acknowledgement or any other document issued by the Customer) shall form part of the Agreement.

**2.5** The Customer represents that it is purchasing the Consumables as a professional end-user.

**2.6** If Customer purchases Prepress Consumables hereunder, Customer shall provide Kodak on a quarterly basis with three month rolling estimates or such other information as Kodak shall reasonably request concerning its likely future requirements for the Prepress Consumables.

### **3 Agreement Term and Termination.**

**3.1** The Agreement shall be effective from and including the Effective Date and shall continue, unless earlier terminated as provided herein, until the end of the Consumables Period defined in condition 3.2.

**3.2** Kodak will provide Consumables to Customer during the Initial Consumables Period. Thereafter the period in which Kodak will provide Consumables to Customer shall automatically renew for additional periods of one (1) year each unless terminated by either Party by written notice to the other Party at least ninety (90) days prior to the end of the then current period. The Initial Consumables Period together with any extension shall be known as the "Consumables Period".

**3.3** Kodak may, by written notice to the Customer, terminate the Agreement or suspend the supply of Consumables immediately in the event: a) the Customer fails to make any payment due to Kodak; b) of any insolvency or bankruptcy proceedings by or against Customer including appointment of a receiver; c) the Customer is in breach of any material provision of the Agreement, which is not rectified within 30 days of written notice requiring rectification; d) the Customer is in breach of any incurable, material provision of this Agreement; and/or (e) in the event of the occurrence of anything analogous or having a substantially similar effect to any of these preceding conditions or matters under the Applicable Law of any applicable jurisdiction, and to the procedures, circumstances and events which constitute any of those conditions or matters. Such termination shall be without prejudice to the Parties' accrued rights, provided that, subject to condition 9.1, Kodak may without liability cancel any outstanding orders and provided that Kodak shall not be liable for any termination damages or compensation however arising.

**3.4** If Customer cancels an order for Consumables for any reason before shipment, Kodak shall be entitled to retain or invoice the Customer 10% of the value of the relevant cancelled order and any additional costs incurred by Kodak.

**3.5** If Kodak manufactures unique plates for Customer, then upon expiration or termination of the Agreement, Customer shall, within 5 days from the date of invoice, purchase all of Kodak's on-hand inventory of such unique plates and any associated raw materials.

### **4 Price and Payment.**

**4.1** Price. Customer will pay the price of the Consumables as set out in the Schedule – Consumables.

**4.2** Consumables pricing changes. Kodak may, at its discretion, adjust prices of Consumables and/or impose a reasonable surcharge to cover changes in raw materials cost, cost of transportation and/or other manufacturing and logistics costs at any time prior to, but not later than, the date of the Customer's order of the Consumables.

**4.3** Unless otherwise specified in the Agreement, Consumables pricing does not include and Customer shall pay for: i) unloading; ii) shipping and handling (notwithstanding anything to the contrary in applicable Incoterms) and iii) export or import duties or other customs charges, when and if applicable. Notwithstanding the foregoing, shipping and handling costs for plates will be borne by Kodak.

**4.4** Payment for the Consumables will be made in accordance with the applicable payment terms set out in the Schedule - Consumables, or if no payment terms are specified then within 30 days from the date of invoice. All payments for Consumables are payable in cleared funds to Kodak as stated on the invoice. Payment may not be made in a currency other than that specified in the invoice. Unless otherwise agreed by Kodak, payment shall be made by electronic funds transfer.

**4.5** Until a credit account is established, all business with new Customers is on a cash with order basis unless otherwise agreed. Any grant of credit facilities is conditional on Kodak receiving payment on or before the date set out on Kodak's invoice and Kodak may withdraw credit facilities forthwith if payment is not made on or before the due date, in which case payment of all outstanding amounts will immediately become due and payable.

**4.6** Unless otherwise specifically stated in the Agreement all prices and charges exclude VAT which will be paid in addition at the rate in force on the date of VAT invoice.

**4.7** Time for payment of amounts due from Customer to Kodak under the Agreement is of the essence of the contract. Kodak may appropriate any payments received that do not refer to a particular invoice to any outstanding invoice.

**4.8** If the Customer fails to pay any amount when due then the Customer will immediately be in default and Kodak may, without prejudice to Kodak's other rights and without further notice, cancel the order for Consumables, postpone shipments of Consumables, alter payment terms, repossess the Consumables, terminate the Agreement and automatically without the necessity for formal prior notice charge interest on all overdue amounts from the date payment is due until the date actual payment is received at the monthly rate of 1.5% (18% per annum) of the overdue balance. Any other amounts outstanding from the Customer to Kodak shall also become due and payable immediately.

### **5 Delivery.**

**5.1** Kodak will make reasonable efforts to Deliver the Consumables on the dates as communicated by Kodak. Delivery times are estimates only and Kodak shall not be liable for failure to Deliver within such time.

**5.2** In case of delays caused by Force Majeure as specified in condition 14.2, Kodak shall have the right either to suspend deliveries without notice, or cancel the order without liability.

**5.3** Kodak may Deliver the Consumables in installments. Each installment will be treated as a separate contract. Each installment shall be paid on the due date as a condition precedent to further deliveries. Any defect in any installment of Consumables shall not be grounds for cancellation of the remaining installments.

**5.4** Customer shall inspect the Consumables immediately on Delivery to ensure compliance with the Agreement.

**5.5** Incomplete Deliveries/Consumables missing from order(s) must be reported in writing to Kodak within 24 hours of Delivery of Consumables in accordance with conditions 5.5(i) and 5.5(ii):

- (i) Loose carton Delivery – a consignment note is provided with each Delivery. It is the Customer's or its agent's responsibility to sign and print their name on the consignment note confirming receipt of the order. Any carton shortages or damage must be clearly noted on the consignment note before the Delivery is completed. Claims for carton shortages or damage not marked on the consignment note will not be accepted.
- (ii) Large Delivery (shrink wrapped) – a consignment note is provided with each Delivery. It is the Customer's or its agent's responsibility to sign and print their name on the consignment note confirming receipt of the order. Any pallet shortages or obvious damage must be clearly noted on the consignment note before the Delivery is completed. If possible the

Customer should count the number of cartons and note any shortages on the consignment note before the Delivery is completed.

## **6 Complaints>Returns**

**6.1** Customer shall, within 7 days of Delivery, give Kodak customer service written notice of any carton shortages and damage or defects reasonably apparent from an inspection that were not reasonably apparent on inspection at Delivery. Customer must notify Kodak in writing of non-Delivery or invoice queries within 7 days of the Consumables invoice date.

**6.2** Customer shall give Kodak written notice of any defects in Consumables not reasonably apparent on inspection at Delivery within 2 days of the Customer discovering such defects.

**6.3** Quality complaints relating to Consumables must be accompanied by a specimen of the Consumables showing the reported defect together with the identification references.

**6.4** Where Kodak is satisfied that the Consumables were damaged or defective on or before the date on which risk passes to the Customer, Kodak will repair or replace them free of charge or at its discretion credit the Customer with the price of the Consumables. Subject to condition 6.5 any Consumables replaced or credited shall be returned to Kodak. In the event that Kodak allows Customer to retain such Consumables, then any credit shall be reduced by any recovery or scrap value of such Consumables.

**6.5** Consumables may only be returned with Kodak's prior agreement, when Kodak will arrange collection and issue a collection note, otherwise Kodak will not be liable for any loss of, or damage to, Consumables. Kodak drivers or delivery carriers are not authorized to collect Consumables for return without Kodak written authorization.

## **7 Risk and title.**

**7.1** The risk of loss of, or damage to, the Consumables shall pass from Kodak to Customer as specified in the applicable Incoterm.

**7.2** Title to the Consumables will pass from Kodak to Customer upon Delivery.

## **8 Warranty.**

"**Warranty Period**" shall be the period of time specified in this Agreement and/or on packaging.

**8.1 Consumables Warranty** Except as specified in conditions 8.2 and 8.3, Consumables purchased from Kodak carry Kodak's limited warranty that such Consumables will conform to published specifications for the period of time listed on the product packaging, provided the Consumables are used according to such specifications. In the event of any claim by Customer, Kodak's liability shall be limited, at Kodak's option, to replacement of the Consumables that are the subject of the claim or refunding the cost of such Consumables. All Consumables shall be validated and verified with Kodak before their intended use.

**8.2 Digital Print Consumables** Digital Print Consumables are provided without warranty.

**8.3 Inkjet Printing Systems Consumables** There are no warranties on consumables such as filters and light bulbs, or printheads. Printheads: In the event of failure, printheads will be refurbished or replaced without charge (including freight and insurance for return) during Customer's then-current "No Charge Refurbishment" (NCR) period. In the event of failure during the NCR period, the consumable portion of the printhead will be either replaced without charge with a refurbished printhead carrying the remaining hours of the applicable NCR, or replaced at the then-current prorated charge with a refurbished printhead set at zero hours. In some cases, a credit may apply if the replacement printhead has an NCR less than the remaining hours of the failed printhead NCR. For Inkjet Printing Systems Equipment, after the NCR periods, Kodak will refurbish or exchange for refurbished printheads that are returned to Kodak's location, at then-current prices in accordance with Kodak's Printhead Refurbishment and Exchange Policy. Customer will pay freight to and from Kodak's location and will insure printheads during transit. The charge for refurbishment shall be based on Kodak's then-current price and may be increased without prior notice. For Equipment sold under the "Click Charge Plan," all charges for printhead refurbishments are included in the Click Charge". Printheads will not be refurbished or replaced if they are used with inks, fluids or other supplies that are not supplied by Kodak or manufactured by Customer to Kodak's specifications with Kodak's prior written approval (collectively, "Kodak-Approved Supplies"). Use of ink, fluids or supplies other than Kodak-Approved Supplies with the Equipment can have a material negative impact on the performance of the Equipment. Failure to use exclusively Kodak-Approved Supplies with the Equipment will impact the availability of printhead refurbishment services (as noted above), and the price and availability of service contracts and other maintenance services. Kodak and/or its authorized representatives shall have the right to inspect the Equipment and audit Customer's books, records and operations at any time to confirm Customer's exclusive use of Kodak-Approved Supplies with the Equipment.

**8.4 Warranties Limitations**. The above warranties only apply if Kodak is notified of a warranty claim within the applicable Warranty Period and do not apply to claims that arise in whole or in part by: (i) accident, neglect, use of the Consumables in any other manner than stated in the specifications, abuse, improper handling or transportation, or improper environmental conditions such as improperly maintained air conditioning, humidity control, caused by any party other than Kodak; and (ii) improper storage or the use of unauthorized chemistries or processing equipment.

**8.5** Subject to the provisions of condition 9.1 or mandatory Applicable Law any further conditions or warranties (whether express or implied by Applicable Law or arising from conduct or a previous course of dealing or trade custom or usage) as to quality, or fitness for any particular purpose, are expressly excluded.

## **9 Exclusions and Limitation of Liability.**

**9.1** Nothing in the Agreement shall affect any liability which Kodak may have in respect of the death of, or personal injury to, any person resulting from Kodak's negligence or operate to limit or exclude any liability for fraud or fraudulent misrepresentation or other liability which cannot be excluded by Applicable Law.

**9.2** Subject to condition 9.1, in no event shall the liability of Kodak or that of its parent corporation, subsidiaries, affiliates, licensors, manufacturers, subcontractors and suppliers exceed the actual amount Customer paid for the specific Consumables that directly gave rise to the damages claimed, regardless of the basis on which the injured Party claims.

**9.3** Subject to condition 9.1, in no event shall Kodak, its parent corporation, subsidiaries, affiliates, licensors, manufacturers or suppliers or subcontractors be liable for any loss of revenue, profits, business, contracts or cost savings, claims for loss of production or goodwill payments made, anticipated losses resulting from the Agreement, lost data, source material, images or other output, cost of substitute equipment, facilities or services or downtime cost or claims from third parties for any such loss or damage or for any other indirect, special, incidental or consequential loss or damages of any kind even if Kodak is made

aware of the possibility of such losses or damages.

**9.4** Kodak and its parent corporation, subsidiaries, affiliates, licensors, subcontractors, manufacturers and suppliers may not be held liable for unsatisfactory operation of the Consumables with other manufacturer's hardware, media or software, which have not been qualified by Kodak.

#### **10 Restriction on the Resale of Consumables.**

Except as otherwise provided by law, Consumables may only be used for internal business purposes and not for resale. Kodak reserves the right to refuse orders for Consumables if it reasonably believes the Customer is reselling Consumables. Any credible evidence of the resale of Consumables by Customer shall be deemed to be a material breach of this Agreement.

#### **11 Confidentiality.**

**11.1** The Receiving Party shall use Confidential Information received solely for the purposes of performing its obligations in accordance with the terms of the Agreement.

**11.2** The Receiving Party will exercise in relation to the Disclosing Party's Confidential Information no lesser security measures and degree of care than those which the Receiving Party applies to its own confidential information and in any event will exercise a reasonable and appropriate degree of care and protection.

**11.3** The Receiving Party undertakes not to disclose any of the Disclosing Party's Confidential Information to any third party except that it may disclose such Confidential Information to its employees, professional advisors, agents or sub contractors but only to the extent necessary for the performance of its obligations under the Agreement. The Receiving Party shall ensure that any third party to whom it discloses the Confidential Information shall be informed of the confidential nature of the information and be bound by obligations of confidentiality on terms no less onerous than those set out in this Agreement.

**11.4** Without prejudice to any other rights or remedies that either Kodak or the Customer may be entitled to, Kodak and the Customer acknowledge that damages may not be an adequate remedy for breach of these confidentiality obligations and agree that both Kodak and the Customer will be entitled to seek the remedies of injunction, specific performance and any other available equitable relief for any threatened or actual breach.

**11.5** The provisions of this condition 11 shall not apply to any Confidential Information:

**11.5.1** to the extent that it is or comes into the public domain otherwise than as a result of a breach of the Agreement by the Receiving Party;

**11.5.2** which the Receiving Party can show by its written records was in its possession prior to receiving it from the Disclosing Party and which it had not previously obtained from the Disclosing Party or a third party on its behalf under an obligation of confidence;

**11.5.3** which the Receiving Party can show by its written records was obtained by the Receiving Party without restriction as to use or disclosure from a third party legitimately in possession of it and legitimately able to disclose it;

**11.5.4** which has been independently developed by the Receiving Party without access to the Confidential Information; or

**11.5.5** which is required to be disclosed by any Applicable Law.

**11.6** The provisions of this condition 11 shall survive the expiry or termination of the Agreement and continue for a period of 3 years following the date of expiry or termination of the Agreement.

#### **12 Intellectual Property.**

**12.1** Kodak trademarks are duly protected by Applicable Law in force and by international conventions. Customer will not use Kodak trademarks without previous authority in writing from Kodak, it being understood that nothing in the Agreement shall imply such authority.

**12.2** Intellectual property rights associated with the Consumables belong to Kodak (except where owned by a supplier of Kodak) and are reserved by Kodak on the sale of Consumables. The Customer shall not exercise or purport to exercise any rights, powers, privileges and immunities conferred on the proprietor of any intellectual property rights subsisting in or associated with the Consumables, including the right to sue for damages or other remedies in respect of any infringement.

**12.3** Kodak will defend Customer against any suit based on a claim that the Consumables infringe any patents in force in the country where the Consumables are Delivered provided that Kodak is notified promptly and given information, assistance for and sole control of the defense and/or all decisions to settle or compromise, including all related negotiations. Kodak shall pay resulting damages and costs awarded in such suit. This provision excludes claims relating to Consumables not manufactured by or for Kodak, Consumables used in combination with equipment or software not manufactured by or for Kodak, Consumables used in a manner other than as specified by Kodak or for a purpose for which the Consumables were not intended, Kodak Consumables manufactured specifically to Customer's specifications or designs, or Consumables modified after Delivery.

**12.4** If any qualifying Consumables are held to infringe a patent and further use is not permitted by Applicable Law, Kodak, at its own expense and at its sole option, will either obtain for Customer the right to continue using the Consumables, or replace infringing Consumables with non-infringing Consumables, or modify the Consumables so that they do not infringe, or remove them and refund the purchase price paid, less a reasonable depreciated value for use

#### **13 Data Protection.**

Should either Party provide any personal information to the other Party in connection with this Agreement, the following terms apply: (i) Each Party warrants that it shall comply at all times with its obligations under the local data privacy legislation applicable to it in any specific country (the "**Privacy Laws**"), including (without limitation) the EU General Data Protection Regulation and the California Consumer Privacy Act; (ii) Each Party shall process the personal information as needed to further the relationship contemplated by this Agreement, and as required or permitted by law; (iii) Each party shall have implemented reasonable operational, technical and organizational measures to protect the personal information against accidental or unlawful destruction or alteration and unauthorized disclosure or access; and (iv) If a Party becomes aware of a security breach (as defined in any applicable Privacy Law) that compromises the security, confidentiality or integrity of the other Party's personal information (an "**Incident**"), it will take appropriate actions to contain, investigate and mitigate the Incident, and (as required by applicable Privacy Laws) it will notify the other Party and/or affected individuals.

#### **14 Miscellaneous.**

**14.1 Assignment.** Except as expressly set forth herein, each Party shall not assign this Agreement or any right under this Agreement, nor delegate any performance or obligation under this Agreement, without the other Party's prior written consent, which consent shall not be unreasonably withheld. Any purported assignment without the other Party's consent shall be null

and void and of no force or effect. Any of Kodak's rights and obligations under this Agreement may be exercised and performed by any of Kodak's affiliates and subsidiaries, as designated by Kodak. This Agreement shall be binding upon the successors and permitted assigns of each Party. Notwithstanding the foregoing, either Party may upon thirty days notice assign this Agreement to any party that acquires all or substantially all the assets of the assignor that pertain to this Agreement.

**14.2 Force Majeure.** Neither Party is liable to the other Party for losses, damage, detention, or delays, or will be responsible if its performance becomes commercially impracticable, due to causes beyond the reasonable control of that Party, including strike, lockout, labor disputes or shortages, riot, revolution, mobilization, war, epidemic, pandemic, transportation difficulties, difficulties in obtaining necessary materials, manufacturing facilities, or transportation, working difficulties, machine breakdowns, accidents, fires, floods or storms, failure of suppliers, acts of God, sabotage, civil unrest, government imposed restrictions or embargoes, acts of civil or military authority, Applicable Law, inability to obtain material, hardware or transportation, incorrect, delayed or incomplete specifications, drawings or data supplied by the other Party or third parties (collectively "**Force Majeure**"). In the event of delay in performance due to Force Majeure, any dates set out in the Agreement will be postponed by such period as may be reasonable necessary to compensate for delay.

**14.3 Export Control.** Customer acknowledges that some of the Consumables may be subject to US export control regulations which Customer shall comply with to the extent that they apply to the Customer.

**14.4 Amendment, Modifications.** Any kind of amendment or modification to the Agreement shall be in writing and signed by authorized representatives of both Parties or shall be of no effect.

**14.5 Waiver.** The failure or delay of a Party in exercising a right or remedy does not constitute waiver of them or any right to subsequently enforce them.

**14.6 Severability.** If any part of the Agreement is held unenforceable, the validity of the remaining provisions will not be affected.

**14.7 Representations.** The terms of the Agreement supersede all prior drafts, agreements, arrangements, understandings and discussions between the Parties or their advisors and all statements, representations, terms and conditions, warranties, guarantees, proposals, communications and understandings whenever given and whether orally or in writing. Each Party acknowledges that in entering into the Agreement it does not rely on, and shall have no remedies in respect of, any such statements, representations, terms and conditions, warranties, guarantees, proposals, communications and understandings that are not set out in the Agreement. Nothing in this condition shall limit or exclude any liability for fraud or fraudulent misrepresentation.

**14.8 Set off.** All amounts due to Kodak shall be paid in full without any deduction or withholding (other than any deduction or withholding of tax as required by Applicable Law) and the Customer shall not assert any set-off or counterclaim against Kodak to justify withholding payment in whole or in part. Without waiver or limitation of any of its rights or remedies where Kodak has incurred any liability to the Customer, whether under the Agreement or otherwise, Kodak may set off the amount of such liability, including any applicable VAT payable, against any sums owed at any time by Kodak to the Customer.

**14.9 Enforcement.** Each Party shall be liable for all costs incurred by the other Party (including legal fees and other legal costs) (i) in connection with the collection of any past due amounts and (ii) in any successful action by such other Party to enforce the terms of the Agreement.

**14.10 Audit.** Customer grants to Kodak, and/or the accounting firms of Kodak's choice, the right to inspect and audit Customer's relevant books and records to confirm Customer's performance of all of its obligations under this Agreement. Any such audit will occur at the location where such relevant books and records are located, upon no less than ten (10) days prior written notice during regular business hours and in such a manner as not to unreasonably interfere with Customer's normal business operations.

**14.11 Communication.** The Customer agrees that Kodak personnel can communicate electronically with the Customer designated individuals, in relation to marketing, Consumable shipments, payments, Services, scheduling Support Services, and other support items, etc. The Customer is responsible for ensuring that they keep the contacts updated via the Kodak online support process, or if unavailable, in writing via Customer's designated Kodak representative.

**14.12 Notices.** All notices to be given under the Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or mailed by first class mail (or air mail if sent internationally) or sent by courier addressed to the Party concerned at the address specified in the heading to the Agreement or to such other address as may be notified from time to time by the Party concerned as set out in this condition and shall be deemed to be served when personally delivered, or 2 days after the date it was sent by first class mail (or 3 days after the date it was sent if sent by air mail).

**14.13 Electronic Signatures, Facsimile Signatures, Counterparts.** The Parties agree that the electronic and facsimile signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original and all of which, taken together, will constitute one and the same document.

**14.14 Governing law, Jurisdiction.** This Agreement is governed by the law of the Province of British Columbia and the laws of Canada applicable therein, excluding its conflicts of law rules. The U.N. Convention on Contracts for the International Sale of Goods shall not apply. Customer hereby submits to the exclusive jurisdiction and venue of the courts of the Province of British Columbia with respect to all matters in connection with this Agreement.

**14.15 Survival.** Provisions that survive termination or expiration of the Agreement are those relating to limitation of liability, indemnity, confidentiality, payment and others which by their nature are intended to survive.

**14.16 Language.** It is the express wish of the Parties that this document and any related documents be drawn up and executed in English. Les Parties aux présents ont expressément demandé que ce document et tous les documents s'y rattachant soient rédigés et signés en anglais.