



# INSTRUCTIONS

## INSTRUCTIONS-PACKAGING, MARKING, SHIPPING, RECEIVING:

(a) Kodak's Purchase Order No. and Line No. MUST appear on all shipping documents, Bills of Lading, Invoices, Correspondence including without limitation Commercial Invoice. Certificate of Origin must be included on the inside and outside of every shipping container. Shipments are to be addressed at the "Deliver to" address, stated on the front page of this purchase order.

(b) A separate Packing List MUST be completed for each Purchase Order No. and a copy MUST be attached to both the inside and outside of every shipping container. The Packing List reference number must be marked on all freight bills.

(c) Shipping: Seller will comply with the shipping instructions set out in this Order. Where Kodak is responsible for the transportation charges, Kodak will designate the transport company. Seller will contact Kodak if no shipping instructions are supplied.

(d) European suppliers must include an exporter declaration referred to in article 22 (4) of the ECC agreement of a EUR1.

(e) Questions regarding customs clearance can be directed to Kodak Import department +972-3-9167222.

## INVOICE INSTRUCTIONS:

(a) Kodak's Purchase Order No. and Line No. MUST be shown on all invoices. All Goods & Services Tax (GST) must be shown separately on all invoices. Improperly prepared invoices will be returned unpaid. Tax Exemption: Where applicable, Kodak certifies that any tangible personal property purchased herein will become part of tangible personal property for resale. Kodak IL Ltd. Registered company No. 512870783.

(b) Questions regarding invoices issued against this Order can be directed to Kodak Accounts Payable +972-3-9167222.

(c) Unit price and units of measurement shall be the same as shown on this Order.

# TERMS AND CONDITIONS

1. **TERMS & CONDITIONS:** These Terms and Conditions supplement the Terms and Conditions shown on the face of this Purchase Order ("Order"). Seller's standard or general (printed) conditions of sale shall have no effect unless expressly agreed to by Kodak and set forth in this Order. Any modification of this Order to be valid must be in writing and signed by Kodak's authorized Purchasing representative. Kodak will consider Seller's request for changes only if such requests are in writing and are directed to specific provisions of this Order.

2. **PRICE:** Prices shall be in accordance with the prices appearing on the face of this Order. If no price appears thereon, then the price shall be no higher than that last quoted to Kodak by Seller for similar goods, materials, or services. Kodak will receive the benefits of any decline in prices up to the specified time of delivery. In the event that prior to delivery under this Order, Seller sells or offers to sell goods, materials or services substantially of the same quantity and quality as ordered herein at lower prices and/or on terms more favorable to a third party than those stated in this Order, the prices and/or terms herein shall be deemed automatically revised to equal the lowest prices and/or most favorable terms at which Seller shall have sold or offered such goods, materials, or services and payments shall be made accordingly. No additional charges will be allowed for packing, crating, freight or storage unless specifically shown on the face of this Order.

3. **WORK ON KODAK'S PREMISES:** If this Order includes services to be performed on Kodak's premises, Kodak's "Site Requirements for Contractors" is specifically incorporated in to this Order.

4. **CANCELLATION:** This Order is subject to modification or cancellation by Kodak in the event of acts of God, acts of government authority, acts of the public enemy, fires, floods, strikes, labor troubles, freight embargoes or causes or contingencies reasonably beyond control of Kodak. This Order is also subject to cancellation by Kodak if Seller ceases or threatens to cease to carry on its business, commits an act of bankruptcy, becomes insolvent, or if any proceedings are taken by or against the Seller in bankruptcy, insolvency or liquidation or for the appointment of a receiver or trustee or assignee for the benefit of creditors of Seller. Kodak may terminate this Order at any time for any reason by providing advance written notice. For non-stocked and custom goods: Kodak may, on 30 days notice, cancel the entire Order or any balance not delivered without charges. Seller will stop work on the Order on receipt of notice. Seller may submit reasonable claims for committed material costs up to the date the work is stopped. Seller will ensure the work in progress is kept to a minimum at all times. Any cancellation of this Order by Kodak shall be without prejudice to the enforcement of any rights accrued to Kodak to the date of cancellation.

5. **COUNTRY OF ORIGIN:** If goods or materials purchased hereunder are materials of foreign origin, Seller will cause all such materials and their containers to be marked with the country of origin and will indicate the country of origin on all invoices for the goods or materials. Seller shall obtain any applicable quota, visa, certificate of origin or other government authorization.

6. **DELIVERY:** It is agreed that time is of the essence in the performance of this Order. Deliveries shall be in strict accordance with the schedule and quantities as specified in this Order. If it appears that the Seller's deliveries will not meet such schedule or if the Seller's deliveries fail to meet such schedule, upon request by Buyer, and in addition to any other rights or remedies provided to the Buyer by law or under this Order, Seller shall ship via expedited routing necessary to meet such schedule or to recover the maximum possible time lost by failure to deliver on schedule, and the cost difference between the expedited routing and the Order routing shall be borne by the Seller. Unless otherwise agreed in writing, Seller shall not make material commitments, manufacture or ship supplies covered by this Order in excess of the quantity specified or in advance of the time necessary to meet the Buyer's delivery schedule.

7. **INSPECTION, ACCEPTANCE, AND OVERSHIPMENT:** Kodak or its designated agents shall have the right, at its option, to inspect all goods, materials and services ordered before accepting delivery. Payment by Kodak shall not constitute acceptance. All goods and materials shipped in excess of quantity ordered will be held at Seller's risk and may be returned at Seller's expense. Kodak's count will be accepted as conclusive on shipments not accompanied by an itemized packing slip.

8. **RIGHT TO REJECT:** Kodak reserves the right to reject items that do not meet Kodak specification.

9. **RIGHT OF ENTRY:** Buyer shall have the right of entry to access Seller's facilities, or its subcontractor(s), when requested, to allow review for quality of work, records, materials and special processes and related documentation, as applicable. Seller, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of Buyer acting in performance of its duties.

10. **ORDER CHANGES:** Kodak may delay deliveries by a maximum of 120 days upon giving notice of at least 30 days before the scheduled delivery date.

11. **COMMERCIAL ITEMS:** All items supplied to Kodak are to be new and in accordance with the latest version of the manufacturer's drawing and/or specification.

12. **CUSTOM ITEMS:** Seller will ensure that all ordered items supplied to Kodak comply with:

(a) Kodak part number and specification set forth in this Order; and  
(b) All applicable Federal, Provincial, and local laws, ordinances and regulations, including those relating to occupational health and safety.

13. **KODAK OWNED PROPERTY:** Title to any property, which is procured or manufactured by the Seller for Kodak, shall be deemed to vest in Kodak. For greater certainty, all materials supplied to Seller or produced by Seller for Kodak is the property of Kodak, and will be stored at Seller's facility. The Seller shall, upon request of Kodak and without additional charge, execute such financing statements, security agreements, or other instruments as may be necessary to make Kodak's title a matter of public record. The Seller shall keep all Kodak property separate from all other property and clearly marked to show Kodak's ownership and shall do all things necessary to preserve Kodak's title thereto, free and clear of all encumbrances. Kodak shall have the right, at such reasonable times as it may choose, to enter the Seller's premises and inspect any and all such property. Should the Seller fail to perform the duties imposed upon it by the Order or should Kodak at any time have reason to believe that its title to, or right to the possession of, any Kodak property is threatened, Kodak shall have the right, in addition to any other remedies provided by law, to enter upon the Seller's premises and remove any such property, with or without the decree or order of any court. Upon completion, termination, or cancellation of this Order or any purchase order, the Seller shall, on the request of Kodak, properly pack any or all such property and ship same, F.O.B. the Seller to Kodak. The risk of loss of or damage to any and all Kodak property shall be upon the Seller from the time when the same is delivered to it, or in the case of property procured or manufactured by the Seller for Kodak, from the time when title to the same vests in Kodak, until such property is delivered to the applicable end-user, as specified by Kodak, or returned to Kodak in the manner required hereunder.

14. **INDEMNIFICATION:** Seller shall indemnify and save harmless Kodak, its affiliated companies and their respective directors, officers, and employees, against any and all actions, claims, liabilities, direct, indirect and consequential damages, costs, settlements, and expenses (including lawyer's fees) which may arise from any breach or default in any of Seller's representations and warranties herein or in the performance of any of Seller's obligations under this Order. Kodak shall give the Seller written notice of any such claim, action or proceeding and, at the request and expense of the Seller, provide the Seller with available information, assistance and authority for the defense; or Kodak may in its sole discretion settle, resolve or defend any such action, claim or allegation of infringement without prejudice to the indemnifications herein granted by Seller.

15. **HAZARDOUS MATERIALS:** The Workplace Hazardous Material Information System (WHMIS) shall be specifically incorporated in this Order and all such materials shall be identified with WHMIS warning labels. All shipments of such materials to Kodak sites shall include a WHMIS compliant Material Safety Data Sheet (MSDS). A copy of the MSDS shall also be forwarded to the attention of the WHMIS Coordinator; Health, Environment and Safety Services of Kodak.

16. **HEALTH, SAFETY AND ENVIRONMENTAL PERFORMANCE:** Kodak's Procurement Policy requires that all suppliers comply with Kodak's Health, Safety and Environmental Performance Standard as referenced at section 2.g.

As appropriate, suppliers shall comply with product specifications and restricted materials declaration requirements located at:

[www.Kodak.com/go/hsesupplier](http://www.Kodak.com/go/hsesupplier)

17. **LANGUAGE:** The parties agree that this Order and all documents related thereto be written in the English language. Les parties conviennent que le présent bon de commande et tous les documents s'y rapportant soient rédigés en anglais.

18. **GOVERNING LAW:** This Order shall be governed by and interpreted in accordance with the laws of the State of Israel.

19. **ASSIGNMENT:** Neither this order nor any interest herein nor any claim arising hereunder shall be transferred or assigned by Seller without the written approval of Kodak. Such approval shall not release Seller from its obligations and liabilities under this Order.

20. **SEVERABILITY:** No finding that a part of this Order is invalid or unenforceable shall affect the validity of any other part hereof.

21. **WARRANTIES:** Seller expressly represents and warrants that all goods, materials, and services furnished under this Order ("goods", as used herein includes all related packaging, labeling and printed matter) will:

(a) be merchantable, fit and safe for purpose for which it is manufactured, free from defects in design, workmanship, or materials, including but not limited to such defects as could create a hazard to life and property;

(b) comply with all laws, bylaws, regulations, rules, codes, orders and ordinances of the Government of Israel or of any Province or Municipality in effect to date of delivery;

(c) not infringe or encroach upon any third party's personal, contractual or proprietary rights, including without limitation, patents, trademarks, trade names, copyrights, rights of privacy, or trade secrets;

(d) conform to all specifications and all descriptions set forth in this Order, and/or any samples, whether provided by Kodak, Kodak's agent or Seller;

(e) be transferred to Kodak with a good and marketable title thereto, free and clear of all items, charges, security interest and encumbrances of any kind whatsoever; and

(f) be produced in compliance with all local laws and fundamental principles relating to labor standards or environmental protection. Nothing contained in this Order shall be deemed a waiver of warranties or conditions implied by law.



# TERMS AND CONDITIONS

22. REMEDIES ON BREACH OR DEFAULT: If Seller does not strictly comply with any of the terms, conditions, representations or warranties contained in this Order whether express or implied, then Kodak may deem this Order to have been breached by Seller in its entirety and Kodak shall be entitled to exercise, in addition to any other remedied available at law, any one or more of the following remedies:

- (a) cancellation of all or any part of this Order without notice;
- (b) rejection of all or any part of any delivery by Kodak, which may return the goods, or materials or hold them at Seller's risk and expense;
- (c) if at any time prior to one year after the actual date of delivery of goods, materials or completion of the services, any part of the good, material or work becomes defective, deficient, or fails due to defect in design, materials or workmanship or otherwise fails to meet the requirements of this Order, then the Seller upon receipt of notification from Kodak, shall make good every such defect, deficiency or failure without any cost to Kodak; and
- (d) either procure for Kodak the right to continue to use infringing goods or materials; or replace such goods or materials with non-infringing goods or materials; or to modify it so it becomes non-infringing; provided that such modification does not materially alter its characteristics, efficacy, dimensions or increase the cost of its use, operation or maintenance. In addition to Kodak's remedies provided above, the Kodak's remedies of the Sale of Goods Act or similar laws applicable in each Country are specifically incorporated into this Order. Seller's representations and warranties set forth herein, express or implied, will continue to apply after delivery of any goods, materials or services to Kodak and after the good, material or service is inspected, accepted, or paid for. Kodak does not waive any of its rights or remedies under this Order or at law even if it accepts part or all of the goods, materials or services ordered, or does not assert any or all of its rights and remedies.

23. DATA PRIVACY To the extent a Supplier accesses, collects or receives any personal information as a data processor or service provider for Kodak, the Supplier shall comply with Kodak's <https://www.kodak.com/content/products-brochures/Company/Kodak-Privacy-and-Security-Terms.pdf>. The Supplier will comply with all privacy laws applicable to it and promptly notify Kodak of any circumstances that may prevent it from complying with any privacy law. In the event of a security breach, the Supplier will notify Kodak of any security breach within twenty-four (24) hours of determining a security breach impacts any Kodak personal information. This notification must be made via email to [WW-CISO-Mail@kodak.com](mailto:WW-CISO-Mail@kodak.com).

24. SET-OFF: Kodak may set-off against amounts payable under this Order all present and future indebtedness of the Seller to Kodak arising from this or any other transaction whether or not related thereto.

25. INSURANCE: Seller shall obtain and maintain at its own expense such policies of Product Liability Insurance including Contractual Liability Insurance written in such a manner and amount as will fully protect it in connection with any potential claim for injury or death of any person or damage to property arising out of or occurring in connection with or in any way relating to the goods, materials or services purchased hereunder. Certificates of Insurance (naming both Seller and Kodak as named insured) in effect from time to time shall be furnished upon demand to Kodak and any changes to or cancellation of such insurance shall be immediately reported to Kodak.

26. COMPLIANCE WITH LAWS. Supplier shall comply with all legal requirements including, but not limited to, labor and environmental protection laws, regulations, standards, codes, ordinances and directives applicable to Supplier's manufacture or distribution of products sold to or services provided for Kodak. This obligation includes, but is not limited to,

- A. complying with all applicable health, safety, environmental, hazardous materials transportation, labeling and packaging requirements,
- B. providing health, safety or environmental data or information deemed necessary by Kodak to support sales, distribution or use of products in their intended markets,
- C. maintaining all site permits including, but not limited to, air and water discharge permits necessary to perform its obligations under the Agreement, and
- D. complying with all applicable waste management and disposal requirements.

27. CUSTOMS-TRADE PARTNERSHIP AGAINST TERRORISM COMPLIANCE is applicable if this order involves materials being exported to or shipped within the United States. Suppliers will maintain membership in or security measures consistent with the requirements of the Customs-Trade Partnership Against Terrorism ("C-TPAT") program. Certificate of membership or documentation that appropriate security measures are being implemented shall be provided to Kodak. Kodak and its nominated representatives shall, subject to the reasonable business security requirements of suppliers, have the right to audit Suppliers' compliance with all of its obligations to comply with security measures required by the C-TPAT program.

28. HEALTH SAFETY ENVIRONMENT (HSE) INSTRUCTIONS:

- (a) Supplier shall comply with all applicable transportation and logistics requirements found at:

**[www.kodak.com/go/ShippingRouting](http://www.kodak.com/go/ShippingRouting)**

- (b) Kodak's Procurement Policy requires that all suppliers comply with Kodak's Health, Safety and Environmental Performance Standard located at:

**[www.kodak.com/go/hsesupplierstandard](http://www.kodak.com/go/hsesupplierstandard)**

- (c) As appropriate, suppliers shall comply with product specifications and restricted materials declaration requirements located at:

**[www.kodak.com/go/hsesupplier](http://www.kodak.com/go/hsesupplier)**