

# INSTRUCTIONS

## INSTRUCTIONS - PACKAGING MARKING SHIPPING RECEIVING HSE:

1. Kodak's Purchase Order No. and Line No. MUST appear on all shipping documents, bills of lading, invoices, correspondence, and must be permanently marked on the outside of every shipping container.
2. A separate packing list MUST be completed for each Purchase Order No. and Line No. and MUST be attached to the outside of a shipping container. The packing list reference number must be marked on all freight bills.
3. Supplier shall comply with all applicable transportation and logistics requirements found at: [www.kodak.com/go/ShippingRouting](http://www.kodak.com/go/ShippingRouting)
4. 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)
5. 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)

## INVOICING INSTRUCTIONS:

1. Kodak's Purchase Order No. and Line No. MUST be shown on all invoices. All taxes must be shown separately on all invoices. Improperly prepared invoices will be returned unpaid.
2. Questions regarding invoices issued against this Purchase Order can be directed to Kodak Accounts Payable at the address shown on the Purchase Order.
3. Unit price and units of measurement shall be the same as shown on this Purchase Order.
4. Kodak Polska Sp. z o.o. operates a paperless Accounts Payable. All invoices to Kodak should be submitted in a e PDF format to [KodakPL@email.basware.com](mailto:KodakPL@email.basware.com). All new suppliers must enrol with Basware prior to submitting your first invoice. For enrolment instructions contact [EAMERVendorenrollment@kodak.com](mailto:EAMERVendorenrollment@kodak.com). For questions regarding payment status, email: [eamer-AP-enquiries@kodak.com](mailto:eamer-AP-enquiries@kodak.com)

# TERMS AND CONDITIONS

## 1. General

These General Purchase Terms and Conditions apply to purchase of goods and/or services by Kodak Polska Sp. z o.o., with its registered seat in Warsaw, at ul. Domaniewska 50 ("Kodak"). Supplier may refrain from application of the Purchase Terms only upon a written consent from Kodak.

1.2 The Purchase Terms may be amended, or Kodak may exclude application of certain terms. Kodak shall amend and/or exclude application of the Purchase Terms with respect to Orders placed with the Supplier. Any and all amendments to and/or exclusions of application of the Purchase Terms shall only be binding with respect to specific Order to which they pertain and shall not apply to the next Orders made by Kodak.

## 2. Order, Conclusion of Contract

Every purchase of goods and/or services by Kodak shall be made upon a written Order made by Kodak with the Supplier. Kodak shall not accept any delivery of goods or services unless it has placed a written order for such goods and/or services beforehand. Kodak shall not accept any invoice for delivery of goods and/or services if Kodak/Es Order number is not correctly specified in an invoice.

A contract for sale of goods or provision of services resulting from Kodak/Es placing of an Order with the Supplier shall be concluded upon Supplier/Es confirmation that it has accepted the Order for processing on the terms and conditions following from the content of the Order and the Purchase Terms. The Supplier should confirm acceptance of the Order by its duly authorized representatives. The confirmation shall be made in writing, and shall be binding when sent by fax.

2.1 If the Supplier changes terms and conditions of the Order and/or the Purchase Terms acting on its own, such change shall not be binding on Kodak. Any and all amendments to the terms and conditions specified in the Order and/or the Purchase Terms shall be binding upon both parties, if Kodak agrees in writing to such amendment(s) in the form of an appendix to the Order or the parties sign a relevant annex to that end.

2.2 If the Supplier starts processing Kodak/Es Order, the Supplier shall be deemed to have accepted the terms of the Order, and the Purchase Terms, and that it is bound thereby.

## 3. Price and Payments

3.1 Prices quoted in an Order shall include any and all indirect charges such as shipment, insurance, packing and taxes (other than the VAT due), unless such charges have been specified separately. The prices should be quoted and payable in PLN or a currency quoted in the Order. Payments shall be made by wire transfer to the Supplier/Es account specified in an invoice.

3.2 Kodak shall pay for delivery of goods and/or performance of services within 60 days from the date of delivery of an invoice to Kodak. The Supplier may issue invoice following delivery of the goods and/or performance of the services, unless agreed otherwise or a different date of payment is stated in the Order. Kodak shall have the right to hold up any payment in whole or in part without bearing any liability for non-performance or improper performance of obligations if Kodak/Es Order number is not correctly stated in an invoice issued by the Supplier or the goods and/or services do not conform to the Order. Kodak/Es payment for delivery of goods and/or performance of services shall be without prejudice to any rights vested in Kodak in accordance with regulations applicable to non-performance or improper performance of obligations.

## 4. Assignment. Sub-Contractors

4.1 The Supplier shall not be entitled to any assignment of the rights and obligations resulting from sale of goods and/or services sale done in accordance with the terms and conditions specified in the Order and/or the Purchase Terms without a prior written consent from Kodak.

## 5. Delivery and Receipt

Goods ordered by Kodak shall be delivered loco Kodak/Es warehouse or a different place specified in the Order. The Supplier shall be obligated to deliver goods free from any defects in conformity with the terms and conditions specified in the Order. Concurrently with delivery of the goods, the Supplier shall be obligated to provide Kodak with warranty cards and/or operating manuals applicable to the goods delivered, as well as other documents specified in the Order.

The Supplier shall bear any and all risks related to loss, destruction or damage of goods until the moment when Kodak receives the delivery of the goods. Following receipt of goods, Kodak shall carry out quantitative and qualitative inspection of the goods delivered. Kodak shall promptly inform the Supplier in writing of any quantitative and qualitative deficiencies of the goods delivered. The Supplier shall be obligated to promptly deliver goods free from any defects to Kodak at the Supplier/Es expense in place of goods damaged or destroyed, or supplement any missing batches of the goods in the case of any quantitative deficiency.

Dates and time limits for delivery of goods and/or performance of the services stated by Kodak in the Order shall prevail. Kodak shall have the right to revoke processing of an Order in whole or in part without bearing any liability vis-O-vis the Supplier, if goods are not delivered and/or services performed by the deadline and using the method as specified in the Order.

## 6. Control

Kodak reserves for the right to reject, and return at the Supplier/Es risk and expense, goods deemed to be defective damaged or not compliant in any other respect with the Order, both during control and testing (or upon delivery and receipt thereof) or at any time during their warranty period. Without prejudice to any right vested in Kodak by virtue of law and a contract concluded with the Supplier, the Supplier shall be obligated to either, acting at Kodak discretion, repair or replace, at the Supplier/Es expense, the goods with non-defective goods in due time determined by Kodak.

Kodak/Es exercise of any of the aforementioned rights with respect to the Order shall not make the remaining part of the Order void.

## 7. Performance of Services

7.1 The Supplier shall be obligated to perform services in accordance with the standards and under the deadlines, as specified in an Order. If no service performance standards are provided in the Order, the Supplier shall be obligated to perform the services in conformity with the good practice standards applicable to the given industry or profession. If the Order does not provide for any service performance date, the Supplier should perform services or any phase thereof in due time as provided by Kodak.

7.2 Services performed by the Supplier shall be received on the basis of a transfer and receipt report signed by the authorized representatives of the Supplier and Kodak. If defect(s) and/or non-conformity(ies) with the Order are found upon receipt of the services performed by the Supplier, the Supplier shall be obligated to remove, at its own expense, the defects and non-conformities by the deadline set by Kodak. Following removal of the defects and irregularities, the service receipt procedure shall be reiterated.

7.3 Kodak reserves for the right to deny receipt of services not meeting the required standards or not conforming to the Order. Moreover, without prejudice to any right vested in Kodak by virtue of law and the contract concluded with the Supplier, Kodak may request that the Supplier performs the services anew at the Supplier/Es expense in due time as required by Kodak.

7.4 Kodak/Es exercise of any of the aforesaid rights with respect to a part of services shall not discharge the Supplier from an obligation to perform the remaining part of the services.

## 8. Ownership Title

Title to the goods shall pass to Kodak upon its receipt of the shipment. The Supplier shall bear responsibility for the goods until the moment of Kodak/Es receipt of the shipment.

## 9. Labour at Kodak/Es Premises

If, in accordance with an Order, services are performed at Kodak/Es premises, the Supplier shall be obligated to abide by the principles, terms and conditions of labour at such premises and any other related requirements and regulations.

## 10. Liability for Damages

10.1 The Supplier shall be obligated to indemnify and hold Kodak harmless against any and all loss, expenses, liability, costs, claims or proceedings resulting from claims for detriment to health or death and/or loss or destruction of property caused by delivery of goods, the goods or services alone, or Supplier/Es presence at Kodak/Es premises, unless such claims only result from negligence on the part of Kodak or its employees or individuals acting in the capacity of Kodak/Es agents.

10.2 The Supplier should hold insurance against the aforementioned risks and take out an insurance policy to cover them with a recognized insurance company. The Supplier shall be obligated to present Kodak with a copy of a current insurance policy whenever Kodak so requests. If the Supplier cannot or does not present Kodak with the aforesaid policy, Kodak may take out such insurance, and the Supplier shall be obligated to reimburse Kodak for the costs of obtaining such insurance.

## 11. Health and Safety

11.1 The Supplier shall be obligated to abide by provisions of law standards and codes of conduct in force that are applicable to the goods both in the country of their origin and destination.

11.2 The Supplier should provide Kodak with any and all requisite information concerning safety of operation, servicing, maintenance, use, cleaning, processing, warehousing, shipment and disposal of goods and/or services (including any and all new information with regard to the above that might be available).

11.3 The Supplier should keep accurate and complete records of the designing, production and testing of goods and performance of services for Kodak, and should make the said records available for Kodak whenever Kodak so requests.

11.4 The Supplier shall be obligated to notify Kodak (and provide any and all details) whenever the Supplier becomes aware that any goods or service(s) may pose threat to human health and/or safety. The Supplier should cooperate with Kodak with respect to return of any and all products or different measures that Kodak may undertake at its discretion in order to minimize the risk and should reimburse Kodak for any and all costs borne by Kodak to that end.

## 12. Intellectual Property

The Supplier shall be obligated to indemnify and hold harmless Kodak and/or its clients against any and all loss, loss of profit or any expenses resulting from claims raised by third parties in connection with infringement upon any and all patent, design, copyright, trade marks and/or software related in any manner whatsoever with the goods or performance of the services specified in the Order.



# TERMS AND CONDITIONS

## 13. Confidentiality

The Supplier should treat any and all Order-related documents and/or information provided by Kodak and/or obtained while working at Kodak/Es premises as confidential, and provide the employees and/or subcontractors only with the documents requisite to perform the Order. The obligation should survive for five years from the moment of processing of an Order unless agreed otherwise.

## 14. Personal Data

Supplier/Es personal data provided to Kodak in connection with conclusion and/or performance of a sale or service contract in accordance with the terms and conditions specified in the Order and the Purchase Terms shall be processed pursuant to provisions of the law on personal data protection. Moreover, the Supplier shall consent to processing of its personal data by Kodak to the extent that such data have been or shall be provided to Kodak. The Supplier shall grant its consent to Kodak/Es provision of the aforementioned personal data of the Supplier to any and all entities of Kodak/Es group, including also those operating outside of the territory of the Republic of Poland and their processing of the Supplier/Es data for the purpose and to the extent as specified above.

## 15. Termination

Kodak reserves for the right to terminate any and all Orders effective immediately by a written notice provided to the Supplier, in the event of/where:

- (i) a breach of or failure to comply with any and all obligations resulting from the Order and these Purchase Terms; or
- (ii) the Supplier has been declared bankrupt; or
- (iii) the Supplier/Es property has been taken over by a receiver; or
- (iv) the Supplier enters into a settlement with its creditors; or
- (v) the Supplier ceases to conduct its business; or
- (vi) the Supplier/Es enterprise is put into liquidation (otherwise than for the purpose of a merger or restructuring), irrespective of whether voluntarily or compulsorily.

## 16. Governing Law and Jurisdiction

These Purchase Terms shall be governed by Polish law. The parties shall strive to amicably settle any and all disputes related with performance hereof. If the parties cannot reach an agreement amicably, the dispute shall be submitted to a common court in Warsaw for settlement. 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/Es 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.

17. 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.