

# GENERAL CONDITIONS OF PURCHASE

## I - OBJECT

The general conditions herein shall apply to all goods and services purchased by KODAK. Said conditions shall take into account all additions or modifications, if relevant, dictated by any special conditions mentioned in an order. If any one of the provisions of the general conditions herein becomes unenforceable, the other provisions shall nonetheless remain valid. The supplier's general conditions of sale shall not, in any event, be applicable to the order.

## II - ORDERS

All orders must be placed by purchase order and signed by a duly empowered KODAK representative. All terms of the order shall be considered as expressly accepted unless the supplier stipulates otherwise in writing within eight days of KODAK's order being sent out. Any special stipulation shall be subject to prior written acceptance by KODAK. Any order which the supplier begins to carry out,

including the sending of an invoice, shall imply said supplier's straightforward acceptance of the general conditions of purchase herein, together with any additions or modifications, if relevant, concerning specific stipulations in the order. Quantities ordered must be delivered in their entirety. KODAK shall reserve the right to return to the supplier, at the latter's expense, any goods which were not ordered.

## III - DELIVERY TIMES

The delivery dates stipulated in an order shall be understood to mean the delivery of goods or the completion of the performance of a service at the place of delivery indicated. The delivery times indicated shall be final and shall be considered a key and determining element of the contract. In the event of delay, and as long as KODAK has not implemented the cancellation clause provided for in article XIV, the supplier, without receiving prior formal notice, shall be liable for delay penalties to the amount of 0.1% of the total amount of the order for each calendar day of delay and this amount shall be carried over by right to the next payment due. These penalties shall not exceed 10% of the total amount of the order. The application of delay penalties shall not preclude the awarding of any damages or interest which KODAK may claim. KODAK shall reserve the right to cancel any order more than 10 days late. In all instances, the supplier shall inform the buyer, as soon as possible, of any anticipated delay in the carrying out of the contract. Early deliveries made on the sole initiative of the supplier shall only be paid for upon the basis of the delivery date originally agreed.

## IV - PRICE

Prices quoted on the order shall be understood not to include tax. They shall be firm, all-inclusive and non-revisable. They may only be modified with KODAK's prior written approval.

## V - TRANSFER OF OWNERSHIP

The transfer of ownership shall take place at the time of delivery, and the supplier shall desist from taking advantage of any ownership reserve clause concerning deliveries made to KODAK.

## VI - TRANSPORT

Goods shall be understood to have carriage and packing paid to the place of delivery or of the performance of services described in the order. The goods shall travel at the supplier's own risk, the latter being bound to respect or ensure respect of transport security rules and regulations.

## VII - DELIVERY NOTE

All deliveries must be accompanied by a delivery note which shall include:

- the supplier's name and address,
- the name and address of the transport company (if different from supplier),
- KODAK's order number and order line item which should be visible on the outside of the package,
- an exact description of the goods,
- information detailing any security measures concerning the goods,
- the quantity delivered (in the same units as indicated on KODAK's order),
- the number, identification and weight of packages,
- information on packaging to be returned, if applicable,
- any other information that may be required by law at the time of delivery.

## VIII - RESERVATIONS CONCERNING DELIVERY

Goods shall only be delivered to the addresses and at the times stated on the order. All deliveries shall be unloaded by a person in charge at the goods-in area. Unloading, which must be mentioned on the delivery slip, may be straightforward or involve reservations if goods are missing or damaged, whether or not visibly so, as per the provisions of article 103 and according to commercial law for domestic transportation and the provisions set forth in the Geneva Convention (CMR Convention) for international road transportation. The reception of goods or services, with or without reservations, shall under no circumstances be considered to mean that KODAK waives its right to take action for guarantee as set forth in article XIII.

## IX - INVOICING

The invoice must be issued when the goods are delivered or when the relevant service is being performed and within three days at the latest. Only one invoice per order may be issued, and must quote the order number. The invoice shall mandatorily include the provisions of article 31 of the Order of 1 December 1986. Any invoice not issued in accordance with the above stipulations shall be returned to the supplier and payment shall be delayed, without any penalty being incurred, until the correct invoice is received. Any modification concerning bank references or the address to which the supplier's payment is to be sent should be communicated beforehand in writing to the purchasing department. Non-compliance with this rule may lead to delay in payment; this being the case, KODAK shall not be subject to any penalty. Payment shall be made as per the specific conditions set forth in the order.

## X - CONFIDENTIALITY

When an order is placed, KODAK may communicate to a supplier information which KODAK considers confidential. The supplier shall agree to keep said information confidential and to report any disclosure unless KODAK has expressly released the supplier from any such obligation, or if said information becomes public knowledge, or if the supplier has received said information via a third party having no connection with KODAK through a confidentiality agreement. The supplier shall be prohibited from divulging its business relations with KODAK to a third party, whether or not for commercial purposes.

## XI - INFORMATION, SECURITY, ENVIRONMENT

The supplier, as a specialist, shall obligatorily offer advice and guarantees vis-à-vis KODAK, and shall conform with the regulations in force. The supplier shall provide KODAK with any necessary information (legislation, regulations,

etc.), principally concerning security and the environment, relative to the goods and services ordered, together with any other relevant information (packaging, labels, security notices and so on). The use of asbestos being prohibited, any dispensation must be subjected to a special procedure validated by KODAK.

## XII - INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

All models, drawings, brands, plans, lay-outs, specifications, parts, material or equipment handed over by KODAK for an order to be carried out shall remain KODAK's exclusive property, and may under no circumstances be used by the supplier for any other purpose except with Kodak's formal permission, and shall be returned at the termination of the contract whether said termination be by cancellation or at the normal term. Special tools developed by the supplier shall remain the supplier's property, except under special circumstances. KODAK shall reserve the right to implead the supplier for all

consequences relative to any counterfeiting that may result from the detention, use or resale of objects relating to orders.

## XIII - GUARANTEE - RESPONSIBILITY

The goods delivered shall be guaranteed for a period of one year as from their reception date unless more favorable conditions are stipulated in the contract. If the goods delivered reveal any latent defect, KODAK may, independently of the exercise of action for guarantee provided for in article 1641 and the following articles of Civil Code,

- either cancel the order outright, in which event the supplier shall provide KODAK with a credit note for the relevant sum,
  - or request the defective goods to be replaced or repaired at the supplier's expense.
- All goods replaced or repaired shall be covered by the original guarantee. The supplier shall assume by right all prejudicial financial consequences, whether direct or indirect, arising from the non-fulfilment or inadequate fulfilment of all or part of the supplier's obligations to KODAK. The supplier must take out an insurance policy covering the supplier's professional liability (i.e. operational, after-delivery, physical and intangible property insurance) and provide evidence of same if requested by KODAK.

## XIV - TRANSFER AND SUB-CONTRACTING

The supplier may neither transfer nor sub-contract the performance of any order, whether in whole or in part, except with KODAK's prior written consent. KODAK shall reserve the right to refuse permission for any sub-contracting body proposed by the supplier. Even if a sub-contractor has been approved, the supplier shall bear the final responsibility to KODAK for the complete and correct performance of the order.

## XV - DEFAULT CANCELLATION

In the event of non-performance or inadequate or late fulfilment of all or part of the supplier's obligations, KODAK shall, if there is no response within eight days to a formal notice delivered by registered letter, have the right:

- either to have the services defaulted on by the supplier carried out by another company of KODAK's choice, at the supplier's expense,
- or to cancel the contract by registered letter.

In the event that the supplier's financial or commercial position deteriorates, thereby putting the supplier's activities at risk, or in the event that the supplier's business fails, the supplier shall inform KODAK as soon as possible. In any event, KODAK shall have the right to cancel the contract by registered letter.

## XVI - OTHER PROVISIONS

In certain cases special conditions shall take precedence over the general conditions of purchase, including: the general terms and conditions of job markets and the general purchase terms and conditions of special supply and manufacturing markets.

## XVII - APPLICABLE LAW CLAUSE DETERMINING COMPETENT JURISDICTION

The general purchase conditions herein shall be subject to French law. Any dispute arising between KODAK and its suppliers shall be brought before the Paris law courts or before their presiding judges decreeing summary jurisdiction and procedure in matters of urgency.

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.

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

1. Supplier shall comply with all applicable transportation and logistics requirements found at: [www.kodak.com/go/ShippingRouting](http://www.kodak.com/go/ShippingRouting)

2. 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)

3. 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)

4. Correct Purchase Order number MUST appear on invoice, or it will be returned.

5. Indicate correct price in same units as shown on this Purchase Order.

6. The Purchase Order Number MUST appear on all shipping documents, Bill of Lading, Invoices, Correspondence, and MUST be permanently marked on the outside of every shipping container.

Kodak operates a paperless Accounts Payable. All invoices to Kodak should be submitted in a e PDF format to [KodakFR@email.basware.com](mailto:KodakFR@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)

XVIII - 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.