

INSTRUCTIONS

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

1. Supplier shall comply with all applicable transportation and logistics requirements found at:

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/hsesupplierstandar

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

www.kodak.com/go/hsesupplier

4. The Purchase Order Number MUST appear on Invoice, or it will be returned.
5. For questions regarding invoicing, payment, or receiving call 3444940 Dubai.
6. Indicate correct price in the same units as shown of this Purchase Order.

TERMS AND CONDITIONS

1. **APPLICATION.** These Conditions apply to the purchase or supply of goods ("the Goods") or the carrying out of work or services ("the Services") for Kodak (N. E.) Inc., Dubai and unless Kodak has expressly agreed in writing to their inclusion any terms and conditions contained or referred to in any quotations, acknowledgements, invoices or other documents whatsoever issued by the Supplier are excluded.

2. **OFFICIAL ORDER.** Kodak will not accept any goods supplied or services carried out unless duly ordered on Kodak's recognised printed order form.

3. **VARIATIONS.** Any variation In the Order shall be authorised in writing by Kodak Purchasing Department or it shall be of no effect.

4. **PRICE AND PAYMENT.** The prices stated in the Order are fixed unless otherwise specified and include all indirect charges such as transport, insurance, packaging, duties unless separately identified. Unless otherwise agreed and specified on the Order payment terms are sixty days from date of invoice. Payment may be withheld in whole or in part in the event that the Goods or Services are not in accordance with the Order. Payment is without prejudice to Kodak's rights under the Order or otherwise.

5. **DELIVERY.** The Goods shall remain at the Supplier's risk until delivery at the specified Kodak premises. In the event of loss or damage in transit the Supplier will repair or replace the same free of any charge as soon as reasonably possible. Kodak reserves the right to cancel the Order or any part thereof if delivery of Goods is not made or Services are not completed when and as specified.

6. **INSPECTION.** Kodak shall be entitled to inspect and test the goods (whether finished or still in the course of manufacture) and materials for incorporation therein at all reasonable times and the Supplier shall grant access to its premises and provide all other facilities reasonably required for this purpose at the Supplier's expense.

Kodak reserves the right to reject and return at the Supplier's expense and risk any goods which are found to be defective or to fail in any other respect to conform with the Order either on inspection as before, on delivery or within a reasonable time after Kodak has put the Goods into use. Without prejudice to any other remedy available to Kodak the Supplier shall at Kodak's option repair or replace the Goods at its own expense within such reasonable time as Kodak shall require.

The exercise of these rights in respect of part of an Order shall not invalidate the remainder of the Order.

7. **PROVISION OF SERVICES.** The Supplier shall carry out the Services to the standard and within the time period specified in the Order. In the event that no such standard is specified in the Order the Supplier shall carry out the Services in accordance with good practice within the relevant industry or profession. In the event that no time period is specified in the order the Supplier shall complete the Services or each stage of the Services within such reasonable time laid down by Kodak.

Kodak shall have the right to reject Services which are not to the required standard or are otherwise not in accordance with the Order and without prejudice to any other remedy available to Kodak may require the Supplier to repeat such Services at the Supplier's expense within such reasonable time as Kodak shall require.

The exercise of these rights in respect of part of the Services shall not release the Supplier from its duty to provide the remainder of the Services.

8. **TITLE.** Ownership in the goods shall pass to Kodak on delivery or on the first payment thereof if earlier.

If Kodak acquires ownership of the Goods before delivery the Supplier shall keep the Goods and any material for incorporation therein separate from other goods and materials and shall identify the same as Kodak property by labelling or other means. The Goods and materials shall remain at the Supplier's risk until delivery.

9. **WORK ON KODAK PREMISES.** Where the Order requires the carrying out of services on Kodak premises the Supplier shall comply with any local site regulations and the conditions of work at Kodak premises which shall be agreed with Kodak as part of the contract.

10. **INDEMNITY:** The supplier shall indemnify Kodak against all expenses, liability, cost claims or proceedings whatsoever in respect of personal injury or death to persons or loss or damage to property arising from the supply of Goods or the Services or the supplier's presence on Kodak premises unless such claims result solely from the negligence of Kodak, its employees or agents.

11. **HEALTH AND SAFETY:** The supplier shall comply with the Health and Safety at Work.

The Supplier shall provide Kodak with all the necessary information for the safe use, maintenance, handling, cleaning, processing, storage, transportation and disposal of the Goods or the carrying out of the Services (including any new information concerning these matters which may from time to time be available).

The Supplier shall maintain accurate and complete records relating to the design, manufacture and testing of the Goods or the provision of the Services to Kodak and shall permit Kodak to inspect the said records from time to time at Kodak's request.

The Supplier shall notify Kodak (and provide full details) if at any time it obtains information that any Goods or Services provided may constitute a risk to the health and safety of any persons. The Supplier shall co-operate with Kodak in relation to any product recalls or other measures which Kodak may in its reasonable discretion take to minimise such risks and shall reimburse Kodak with the cost thereof.

12. **PATENTS.** The Supplier agrees to indemnify Kodak and its customers against all damages, loss of profits and expenses resulting from claim by any third party in respect of any infringement of patents, designs, copyright or trademarks in any way relating to the Goods or the performance of the Services covered by the Order.

13. **CONFIDENTIALITY.** The Supplier shall keep confidential any documents or other information whatsoever obtained from Kodak in relation to the order or obtained whilst on Kodak premises and shall not disclose the same save on a confidential basis only to such of its employees and sub-contractors who require the information for the performance of the order. This obligation shall remain in force for a period of five years from the completion of the order unless expressly agreed otherwise.

All drawings supplied by Kodak remain the copyright of Kodak and shall be returned on completion of the Order.

14. **TERMINATION.** Kodak reserves the right to terminate this contract by immediate written notice to the Supplier in the event of any breach or non-observances of the terms of the contract or if the Supplier goes bankrupt or being a company enters into receivership or into a composition or arrangement with its creditors or goes into liquidation (other than for the purpose of amalgamation or reconstruction) whether voluntary or compulsory.

15. **LAW AND STANDARDS.** This contract shall be governed by the UAE law and the UAE courts shall have the exclusive jurisdiction in the event of any dispute.

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.

E. In furtherance of any other obligations outlined in this Agreement regarding Supplier's compliance with the Kodak Health, Safety and Environment (HSE) Supplier Performance Standard (<http://www.kodak.com/go/hsesupplierstand>), Supplier agrees that such compliance shall expressly include, but not be limited to:

(a) adherence to the practices outlined in the Electronic Industry Code of Conduct (EICC) with respect to labor, health and safety, environment, management, and ethics, all of which have been incorporated into Kodak's HSE Supplier Performance Standard and form a part of this Agreement and (b) adherence to Kodak's Corporate Responsibility Principles. By agreeing to the terms herein, Supplier expressly certifies that it will fully comply with all applicable laws pertaining to slavery, child labor, and human trafficking. Supplier further agrees that Kodak's right to audit its performance under this Agreement shall extend to Supplier's compliance with the HSE expectations outlined in this section. Supplier shall also provide Kodak with a copy of any audit report resulting from an audit under the EICC Validated Audit Program (VAP), or similar program, with respect to the type of obligations required by this section. Supplier agrees that it will flow down the obligations in this section to any lower tier subcontractor(s) with which it contracts for goods or services under this Agreement.



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16. ENVIRONMENTAL, HEALTH AND SAFETY MANAGEMENT RESPONSIBILITIES. Supplier represents and warrants that it operates in accordance with an environmental, health and safety management system, which enables the Supplier to address health, safety, environmental and regulatory requirements for all products sold to or services provided for Kodak, and which enables Kodak to fulfill its environmental requirements. This obligation includes, but is not limited to notifying Kodak and providing full details if Supplier obtains information that any products or services provided may constitute a risk to the health and safety of any persons or the environment, or may present a regulatory compliance issue. The Supplier shall cooperate with Kodak on any product recalls or for any other measures that Kodak takes to mitigate such risks and shall reimburse Kodak for associated costs. The supplier shall provide Kodak with all necessary information regarding the safe use, maintenance, handling, processing, storage, labeling, transportation and disposal of products sold to or relating to services provided for Kodak.

Supplier shall comply with the Kodak Health, Safety and Environmental Performance Standard, located at <http://www.kodak.com/go/hsesupplierstandard> which may be updated from time to time.

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.