



# General Terms of Purchase

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

### 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 us ("Kodak") 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, or implied by trade, custom or practice or course of dealing, are excluded.

### 2. Official Order

Kodak will not accept any Goods supplied or Services carried out unless duly ordered on Kodak's recognized printed order form.

### 3. Variations

Any variation in the Order shall be authorized in writing by Kodak 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 (other than VAT) unless separately identified.

Unless otherwise agreed and specified on the Order payment terms are sixty days from date of invoice. Payment is timely, when included within the next payment run of Kodak after this term.

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.

If Kodak fails to pay any amount properly due and payable by it, the Supplier shall have the right to charge interest on the overdue amount at the rate of two per cent per annum above the base rate for the time being of § 247 BGB. This Condition shall not apply to payments that Kodak disputes in good faith.

### 5. Delivery

The place of fulfilment is the delivery address or site of usage desired by us. The risk of any deterioration, including accidental destruction, remains with the supplier until delivery to the delivery address or site of usage desired by us, or until acceptance of the performance.

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.

The Supplier may use subcontractors only upon prior written approval by Kodak and subject to the following: For safety and other reasons any subcontractor and its employees have to be able to communicate in German or English language. The supplier has to ensure that all relevant legal requirements are met when providing its services through subcontractors and agree with them in writing to comply with all requirements under its own agreement with Kodak. This includes without limitation legal requirements relative to work permits (Arbeitserlaubnis), minimum salaries (Mindestlohn), social security (Sozialversicherung). The Supplier shall defend, indemnify and hold harmless Kodak from any claims by third parties whatsoever alleging any violation of applicable laws by subcontractors providing services on behalf of the Supplier.

### 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** On the premises of our individual sites, the respective house rules and safety regulations shall apply. They shall be made available to the supplier at any time upon request.

### 10. Indemnity

The Supplier shall fully indemnify Kodak against all expenses (including legal expenses), liability, cost claims or proceedings, personal injury claims and claims arising from death to persons and loss or damage to property arising from the supply of the Goods or the Services, Supplier's negligence or breach of these Conditions or the Supplier's presence on Kodak premises unless such claims result solely from the negligence of Kodak, its employees or agents. This remedy shall be in addition to any rights or remedies deriving from applicable law.

The Supplier shall maintain insurance against the above matters with an insurance company of repute for a minimum of € 2 million and shall provide reasonable evidence of such insurance from time to time at Kodak's request. In the event that the Supplier fails to produce such evidence Kodak may affect such insurance and recover the cost from the Supplier

### 11. Health and Safety

The Supplier shall comply with any relevant legislation and all applicable national and European Standards and codes of practice in relation to the Goods or Services.

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 minimize 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 the completion of the Order.

### 14. Data Protection

The Supplier consents to the processing and transfer to non-EU countries of personal data by Kodak under the Data Protection Laws.

### 15. 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.

### 16. Law

The relationships between the supplier and Kodak is governed by German law with the exception of German private international law rules. The UN Convention on Contracts for the International Sale of Goods is hereby expressly excluded. Any disputes shall be submitted to the exclusive venue of the courts of Stuttgart, Germany.

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 Goods sold to or Services provided for Kodak. This obligation includes, but is not limited to,

1. Complying with all applicable health, safety, environmental, hazardous materials transportation, labelling and packaging requirements
  2. Providing health, safety or environmental data or information deemed necessary by Kodak to support sales, distribution or use of Goods in their intended markets.
  3. Maintaining all site permits including, but not limited to, air and water discharge permits necessary to perform its obligations under this contract, and
  4. Complying with all applicable waste management and disposal requirements.
- 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.