



Conditions 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

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

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

www.kodak.com/go/hsesupplier

4. Eastman Kodak Sàrl operates a paperless Accounts Payable. All invoices to Kodak should be submitted in a PDF format to KodakCH@email.basware.com. All new suppliers must enrol with Basware prior to submitting your first invoice. For enrolment instructions contact EAMERVendorenrollment@kodak.com. For questions regarding payment status, email: eamer-AP-enquiries@kodak.com

Application

These Conditions apply to the purchase of goods ("Goods") by or the carrying out of services ("Services") for Eastman Kodak Sàrl or any of its affiliates ("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 are excluded.

Order

Kodak will not accept any Goods supplied or Services carried out unless duly ordered in writing by Kodak (the "Order"). Kodak will not accept any invoices unless they quote the appropriate Kodak order number.

Variations

Any variation in the Order shall be authorised in writing by Kodak Purchasing and Contracts Department or it shall be of no effect.

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. The prices shall be denominated and payable either in Euro, or in the currency unit stated in the Order. Payment shall be settled by electronic funds transfer. Following receipt of Goods or the carrying out of Services, payment shall be made sixty days from date of invoice unless otherwise stated on the Order. Payment may be withheld in whole or in part in the event that the invoice does not clearly state the Kodak Order number or the Goods or Services do not correspond to the Order. Payment is without prejudice to Kodak's rights under the Order or otherwise.

Assignment

The assignment of claims against Kodak is not permitted. The supplier may not sub-contract any part of this order without prior written approval from Kodak.

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. The dates and periods of delivery fixed by Kodak shall be binding on both parties. 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.

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 expenses. 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 (whether before or on delivery) or any time during the applicable warranty period, the time limit for lodging notices of complaint pursuant to Article 201 of the Swiss Code of Obligations being excluded. 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 any of the above mentioned rights in respect of part of an Order shall not invalidate the remainder of the Order.

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 up 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 any of the above mentioned rights in respect of part of the Services shall not release the Supplier from its duty to provide the remainder of the Services.

Title

Ownership in the Goods shall pass to Kodak on delivery. The Goods and materials shall remain at the Supplier's risk until delivery.

Work on Kodak Premises

Where the Order requires the carrying out of services on Kodak premises the Supplier shall comply with the current edition of the Kodak Conditions for Work on Kodak Premises and any local site regulations (copies available on request).

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 the Goods or the Goods themselves 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. The present remedy shall be in addition to any remedy deriving from applicable law. The Supplier shall maintain insurance against the above matters with an insurance company of repute for a minimum of CHF 5 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 effect such insurance and recover the costs from the Supplier.

Health and Safety

The Supplier shall comply with all relevant legislation and (unless otherwise specified) standards and codes of practice in relation to the Goods as applicable in the country of manufacture and in the country of destination.

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.

Intellectual Property

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

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.

Data Protection

The Supplier consents to the processing and transfer of personal data by Kodak to any of Kodak's affiliates in or outside Switzerland.

Termination

Kodak reserves the right to terminate any Order by immediate written notice to the Supplier in the event of any breach or non-observances of the terms of the Order 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.

Application Law and Jurisdiction

The present Conditions of Purchase are governed by Swiss law. The application of the United Nations Convention on Contracts for the International Sale of Goods (the Vienna Law on the International Sale of Goods of April 11, 1980), is excluded. All disputes arising out of or in connection with the present Conditions of Purchase shall be submitted to the ordinary courts of Geneva. Kodak shall however be entitled to bring action against the Supplier before any other competent court.

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.

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.

Eastman Kodak Sàrl