



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/hsesupplierstandard
3. As appropriate, suppliers shall comply with product specifications and restricted materials declaration requirements located at: www.kodak.com/go/hsesupplier
4. Please render us, Kodak (Xiamen) Digital Imaging Products Company Limited ("KDIPC" or "Buyer"), your invoices showing our order number or express receipt.
5. Questions with respect to payment of invoices should be addressed to KDIPC.
6. Show complete order number on invoices, correspondence, packages, and bills of lading.

7. This order expressly limits acceptance to the terms and conditions of this order and any additional or different terms proposed by seller are rejected unless expressly assented to in writing by buyer.
8. Notice of delays due to strikes etc. regardless of cause, seller shall immediately notify buyer regarding any present or prospective work slow-down or stoppage which could prevent delivery by the agreed date specified on this order.
9. Seller agrees to notify KDIPC before making changes in the physical characteristics, manufacturing process, or chemical composition of the product.
10. Remit invoices to:
Kodak (Xiamen) Digital Imaging Products Company Limited
Accounts Payable Dept.
No. 308 Wengjiao Road, Xinyang Industrial Area Haicang District
Xiamen, Fujian, China 361028

TERMS AND CONDITIONS

1. **PRICE.** The price shall not be higher than that appearing on the face of this order, or if no price appears thereon, then no higher than that last quoted by Seller.

2. **CANCELLATION.** In addition to any other rights which the Buyer may have, it reserves the right to cancel this order or any portion thereof, holding the Seller responsible, if material furnished pursuant to this order or any shipment thereunder is not as specified or if delivery is not made when and as specified, time being of the essence of this order. Buyer may cancel this order or any portion thereof if Seller is adjudicated a bankrupt, if a petition under the Bankruptcy Act is filed and not vacated within sixty days, if the Seller makes an assignment for the benefits of creditors, if a Receiver of the property of the Seller is appointed or if action under any law for the relief of debtors is taken in respect of Seller.

3. **COMPLIANCE WITH LAWS AND STANDARDS.** Seller warrants that all goods or services called for herein shall be produced or performed in compliance with all applicable laws, rules and regulations. 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.

4. **INSPECTION AND ACCEPTANCE.** All material under this order will be subject to inspection and acceptance after delivery, material failing to meet the requirements of this order will be held at Seller's risk and may be returned at Seller's expense.

5. **EXCUSABLE FAILURE OR DELAY.** Seller shall not be held responsible for failure of or delay in delivery nor Buyer for failure or delay in accepting material hereunder if such failure or delay is due to act of God or the public enemy, war, governmental acts or regulations, fire, flood, embargo, quarantine, epidemic, differences with workmen, accident, unusually severe weather, or other cause, either similar or dissimilar to the foregoing, beyond their control. In the event of failure of or delay in delivery or acceptance for any such cause the quantity provided for in the order may be reduced accordingly by written notice by either party to the other.

6. **PATENT INDEMNIFICATION.** Seller warrants that it will defend at its expense any suit against Buyer respecting infringement (including contributory infringement) of any United States or other patent covering all or part of the materials furnished under this order, its manufacture, and/or its use if such use is induced by Seller or if there is no practical noninfringing use, and will pay costs, fees, and/or damages awarded against Buyer for such infringement by and final court decision, provided Buyer for such infringement by any final court decision: provided buyer promptly notifies Seller of any charge of and suit for such infringement and tenders to Seller the defense of such suit, Buyer having the right to be represented in such defense at its own expense. Buyer extends a like warranty to unavoidable infringement by Seller in complying with Buyer's specifications except to the extent that such specifications are derived from Seller or Seller has notice of such infringement.

7. **CHANGES IN WRITING.** Unless in writing and signed by both parties no terms or conditions other than those set forth above and on face of this order shall be effective. Any different terms or conditions in Seller's acknowledgment of this purchase order are not binding unless accepted in writing by Buyer and shipment of goods pursuant to this purchase order shall be deemed to be an acceptance by Seller of the terms and conditions of this purchase order. Neither this order nor any interest herein, nor any claim arising hereunder, shall be transferred or assigned by either Buyer or Seller without the written approval of the other.

8. **DISCLOSURE.** Unless otherwise agreed to in a writing signed by an authorized KXL official, any information disclosed to KXL by Seller in connection with this purchase order such as through discussions with KXL representatives or in the form of brochures, descriptions, manuals, drawings or otherwise, whether or not labeled to indicate that the contents are of a proprietary or confidential nature, shall be consideration for this order, KXL shall have no legal obligation to Seller not to use, and/or disclose such information except for obligations arising under patent laws.

9. **OVERSHIPMENT.** Material shipped in excess of quantity ordered may be returned at SELLER's expense, if it exceeds limits established by current industry practice.

10. **EXTRAS.** No charge will be allowed for packing, crating, freight, express or other carrier's charges or cartage, unless designated on this order.

11. **DELIVERY.** Unless other wise agreed in writing, Seller shall not make material commitments or production arrangements in excess of the amount, or in advance of the time, necessary to meet Buyer's delivery schedule, except at Seller's own risk. It is the Seller's responsibility to comply with this schedule but not to anticipate Buyer's requirements.

12. **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.

13. **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.