

INSTRUCTIONS

PACKAGING, MARKING and SHIPPING INSTRUCTIONS:

1. The Purchase Order Number MUST appear on all shipping documents, Bills of Lading, Invoices, Correspondence, and must be permanently marked on the outside of every shipping container.
2. Packing List MUST be completed for each Purchase Order Number and MUST be attached to the outside of a shipping container, and marked on all freight bills.
3. Supplier shall comply with all applicable transportation and logistics requirements found at:- www.kodak.com/go/ShippingRouting
4. 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

5. As appropriate, suppliers shall comply with product specifications and restricted materials declaration requirements located at:- www.kodak.com/go/hsesupplier

INVOICES ONLY TO:

KODAK (Thailand) Limited, Head Office, Room5, 17th Floor Vibhavadi Tower B, 51/3 Ngamwongwan Road, Kwaeng Ladyao, Khet Chatuchak, Bangkok 10900, Thailand - **ACCOUNTS PAYABLE**.

1. Correct Purchase Order No. and Line No. MUST appear on Invoice, or it will be returned.
2. For questions regarding invoicing/payment call: 02-5158082 for invoicing or 02-5158089 for payment.
3. Indicate correct price in same units as shown on this Purchase Order.

TERMS AND CONDITIONS OF PURCHASE

Interpretation

1. In these conditions:

- (1) 'Buyer' means Kodak (Thailand) Limited
- (2) 'Seller' means the seller of the goods specified in the overleaf.
- (3) 'Goods' means the products and, if any, services specified in the overleaf.
- (4) 'Order' means the Order for the goods constituted by this document, together with any applicable Purchase Order.

General

2. The acceptance of an Order by the Seller is deemed to constitute the Seller's acceptance of these terms and conditions as the sole basis of the sale to the exclusion of any conditions of sale appearing on any document of the Seller. Modification of these conditions expressed in any document of the Seller does not apply to this Order unless expressly accepted in writing by the Buyer. The Buyer will not be liable to accept or pay for any Goods supplied or work done unless Ordered on the Buyer's official printed Order form and is duly signed by an authorised officer of Buyer.

Alterations/Over-supply

3. No changes to this Order are to be made by the Seller without the written agreement of the Buyer. Seller will not be paid for any over-supply of the Order, unless otherwise agreed to by Buyer in writing.

Price and Payment Terms

4. (a) This Order is placed on a firm price basis in accordance with the price(s) listed overleaf and is not subject to increases in price without the Buyer's prior approval in writing and includes delivery to the destination stated in this Order and the off-loading of the goods by the Supplier at the point of destination.
- (b) Buyer's payment terms are 60 Days from date of invoice. Buyer's standard method of payment is electronic funds transfer unless otherwise agreed to by Buyer.

Standard to conform to specifications

5. The Seller must ensure that the Goods are delivered in accordance with and conform to any specifications, drawings, samples or other description (if any) furnished by the Buyer to the Seller. Any in-progress inspection by the Buyer's employees or agents or other representative does not affect this requirement.

Warranties

6. The Goods must:

- (a) be fit for the purpose for which goods of the same kind are commonly supplied and any other purpose made known to the Seller;
- (b) be of merchantable quality and to be free from defect in material and workmanship;
- (c) carry any applicable manufacturer's warranty which passes on to any buyer or customer from the buyer without liability to the Buyer. The Seller must assign to the buyer at the request of the buyer the benefit of any warranty or guarantee that the Seller has received from any supplier (whether under contract or by implication or operation of law).

Inspection and return

7. All Goods are received subject to inspection within a reasonable time after delivery or before delivery at the Buyer's discretion irrespective of date of payment. Signed delivery dockets do not mean acceptance by the Buyer of Goods delivered but only the number of packages or cartons delivered. The Buyer must promptly notify the Seller of any defects appearing, and hold such defective Goods for the Seller's instructions and at the Seller's risk for a reasonable period not exceeding 60 days. If the Seller's instructions are not received within that period, the Buyer may return the defective goods to the Seller's premises at the Seller's expense and risk and any expense incurred by the Buyer in such return is payable forthwith by the Seller and

may be set off by the Buyer against any moneys otherwise due by the Buyer to the Seller. The Seller shall allow the Buyer to inspect and test goods during manufacture, processing or storage but without releasing Seller from any of its obligations.

Royalties

8. Goods are for the use of or re-sale by the Buyer or its associated companies and may be incorporated in any products (whether owned or used or possessed by the Buyer). The Seller must not make any claim for royalties or other additional compensation from the Buyer by reason of or connected with such use, re-sale or manufacture.

Patent rights

9. (a) The Seller agrees to defend, protect and completely indemnify the Buyer, its successors, assigns, customers and the users of the Buyer's products from and against any claim arising by reason of the use of the goods, including all claims for actual or alleged infringement of any letters patent, trade marks, copyright, design, confidential information etc under the Laws of Thailand.

(b) If the Seller makes any representation or statement directly or indirectly to the Buyer that the goods Ordered are protected by one or more patents and any such patent is found to be invalid, the Buyer may forthwith cancel this Order or any contract arising from this Order and recover any money paid to the Seller under this Order as a liquidated debt.

Special dies and Creative Work to remain Buyer's property

10. (a) Special dies, tools, patterns and drawings (each a 'tool') used in manufacture of the Goods, the cost of which is met by the Buyer, remain the Buyer's property whether during or after the termination of this agreement.

(b) The Seller must keep the tools in good condition and when necessary repair or maintain the tool without expense to the Buyer.

(c) The Seller agrees that it will not use any tool in the production, manufacture or design of any other articles, nor of larger quantities than those required on this Order, except with the Buyer's prior written consent and at the termination of this contract each tool must be disposed of as the Buyer directs.

(d) While the Seller is in possession of the Buyer's tools, it acknowledges that it is a bailee of them and owes the Buyer the duties, responsibilities and liabilities of a bailee.

(e) All design and creative work submitted to Buyer will belong exclusively to Buyer and all right title and interest (including ownership of Copyright) shall be assigned to Buyer on payment.

Designs and specifications to be retained in confidence

11. Any goods or work made or done according to the Buyer's design or specifications or developed for the Buyer at the direction of the Buyer, or any original or copy designs or specifications supplied by the Buyer are held by the Seller on the Buyer's behalf and at the Buyer's disposal and must not be disclosed or furnished to any other person, firm or government without the Buyer's prior written consent. The Seller must take all reasonable precautions to protect such confidentiality.

Packing costs and standard

12. (a) The Seller and any of its agents or suppliers must not make any charge to the Buyer for wrapping, packing, cartons or crating unless authority for such charge is expressly incorporated in this Order.

(b) The Seller must ensure that all Goods are suitably packed or otherwise prepared for shipment so as to secure the lowest transportation and insurance rates and in accordance with carriers' requirements.

Advertising

13. The Seller must not, without the Buyer's prior written consent, in any manner advertise or publish the fact that the Seller has contracted to the Buyer with regard to the Goods.

Delivery documents.

14. (a) The Seller must invoice the Buyer promptly, followed by monthly statements of account.

(b) Appropriate paperwork including but not limited to packing lists, shipping documents and delivery dockets need to accompany delivery of Goods unless a different method or date of dispatch (or both) is agreed by the Buyer.

Cancellations.

15. (a) The Buyer reserves the right to cancel this Order if

(i) the full amount of all Goods Ordered is not delivered to its premises on the delivery date specified in this Order;

(ii) the Seller is in breach of any of its obligations contained in this Order or any other Order between Buyer and Seller; or

(iii) the Seller threatens to, or goes into, any form of receivership or liquidation.

(b) The Seller does not have and may not prosecute any claim whatsoever at law or in equity against the Buyer if the Buyer cancels the Order under the preceding sub-clause.

(c) The Seller must, in addition to any other liability, pay the costs of removing the Goods from the Buyer's premises, if the Buyer cancels the Order under the para (a) of this clause.

Responsibility

16. The Goods are at the Seller's risk until delivered to the destination stated in this Order. Nothing in the conduct of the Buyer or the transfer of property in the goods (including delay that is or is not the fault of the Buyer or of any person who represents the Buyer) alters the incidence of risk under this clause.

Contractors

17. Every Order made on a Seller being a contractor for work to be done on Buyer's premises is subject to buyer's Guidelines for Contractors issued from time to time. The guidelines contain requirements on the contractor with respect to insurance, safety, industrial relations and security requirements. It is the contractor's responsibility to become familiar with such requirements.

TERMS AND CONDITIONS OF PURCHASE

Variations and Waiver

18. These terms and conditions are subject to change upon the Buyer providing Seller written notice of such changes. Any variations to these terms and conditions must be agreed to by Buyer in writing. Failure of Buyer to insist on strict performance of any terms or conditions shall not constitute waiver of any of Buyer's rights.

Assignment

19. Seller shall not assign its rights or obligations under the Order without the prior written approval of Buyer.

Data Privacy

20. To the extent a Supplier accesses, collects or receives any personal information as a data processor or service provider for Kodak, the Supplier shall comply with Kodak's <https://www.kodak.com/content/products-brochures/Company/Kodak-Privacy-and-Security-Terms.pdf>. The Supplier will comply with all privacy laws applicable to it and promptly notify Kodak of any circumstances that may prevent it from complying with any privacy law. In the event of a security breach, the Supplier will notify Kodak of any security breach within twenty-four (24) hours of determining a security breach impacts any Kodak personal information. This notification must be made via email to WW-CISO-Mail@kodak.com.

Force Majeure

21. Neither party will be liable to perform, if the failure is caused by a Force Majeure event. If the disruption due to Force Majeure lasts for more than 7 days then the other party will have the option to cancel this PO or extend the same for a mutually agreed time frame.

Compliance with Laws and Standards.

22. The Supplier shall comply with all legal requirements including, but not limited to, labour and environmental protection laws, regulations, standards, codes, ordinances and directives that are or may be applicable to the 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, labelling 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 Order, 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.

23. 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.

24. 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.

Jurisdiction.

25. The terms of the PO shall be governed by and construed and enforced in accordance with the Laws of the Kingdom of Thailand.