



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. The Purchase Order No. and Line No. MUST appear on all shipping documents, Bills of Lading, Invoice, Correspondence, and must be permanently marked on the outside of every shipping container.
5. 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.

INVOICES ONLY TO: KODAK JAPAN LIMITED. ACCOUNTS PAYABLE, KDX HIGASHI-SHINAGAWA BLDG., 4-10-13, HIGASHI-SHINAGAWA, SHINAGAWA-KU, TOKYO 140-0002 JAPAN, UNLESS OTHERWISE STATED IN PO DESCRIPTION.

1. Correct Purchase Order No. and Line No. Must appear on Invoice, or it will be returned.
2. For questions regarding invoicing/payment call (81) 3-5540-2440.
3. Indicate correct price in same units as shown on this Purchase Order.

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 to Buyer by Seller for similar goods or services. In any event, the price shall not exceed the net price given by Seller to other for similar services, material and quantity. No charge will be allowed for packing, crating, freight, express or any other carriers changes or cartage, unless designated in this order.

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 or services 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 the Seller is adjudicated as 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 the 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. Without limiting the foregoing, Seller agrees, through acceptance of this order, to comply with the following as applicable:

- 3.1. Executive Order 11246, Equal Opportunity, as amended, including regulations related to elimination of Segregated Facilities (33 FED. REG. 7804)
- 3.2. 29 U.S.C. 793, The Rehabilitation Act of 1973, as amended.
- 3.3. 38 U.F.C. 2012, The Vietnam-Era Veterans Readjustment Assistance Act of 1974, as amended.
- 3.4. Public Law 95-507 pertaining to small business and small disadvantaged business.
- 3.5. Executive Order 12138 pertaining to women-owned business. Seller verifies that it is not on the EPA list of Violating Facilities pursuant to Section 306 of the Clean Air Act or Section 508 of the Clean Water Act.

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 and services under this order will be subject to inspection and acceptance after delivery. Acceptance shall not be deemed to have occurred unless all material and services provided by Seller are in compliance with all specifications, clauses, attachments and drawings referenced on this Purchase Order. Payment by Buyer shall not constitute acceptance. 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, labor strikes, accident, unusually severe weather, or other cause, either similar or dissimilar to the foregoing, beyond its 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 the sale, use and/or method of manufacture of the material does not infringe any intellectual property rights, including any patent, trademark, trade secret or copyright, now or hereafter granted in any country in the world. As a condition of this purchase, Seller agrees to defend and indemnify Buyer or all damages, costs, expenses or other losses (including reasonable attorney's fees) which result from any claim that such material infringes any such rights, provided that Buyer agrees to notify Seller promptly of such suit or action and tenders to Seller control of the defense. Buyer has the right to be represented in such defense at its own expense. Seller obligations hereunder shall survive acceptance of and payment for the materials by Buyer. Buyer extends a like warranty and indemnification to Seller with respect to any claim of infringement against Seller arising from Seller's compliance with Buyer's specifications, except to the extent that such specifications are derived from Seller.

7. **CHANGES IN WRITING GOVERNING LAW.** The terms and conditions of this Purchase Order constitute the only terms which shall govern this order. No other agreement or quotation or any acknowledgement of Seller in any way modifying any of the provisions of this order will be binding upon Buyer unless made in writing and accepted in writing by Buyer, and shipment of goods pursuant to this Purchase Order shall be deemed to be and an acceptance by Seller of the terms and conditions of this Purchase Order. This order shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law principles thereof.

8. **DISCLOSURE.** Unless otherwise agreed to in writing, signed by an authorized official of Buyer, any information disclosed to Buyer by Seller in connection with this purchase order such as through discussions with Buyer 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 considered as having been disclosed to and received by Buyer on a non-confidential basis as part of the consideration for this order. Buyer 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 will be held at Seller's risk and may be returned at SELLER's expense.

10. **WORK ON BUYER'S PREMISES.** If this Purchase Order includes services to be performed on Buyer's Premises, Buyer's "Kodak's Requirements to Supplement a Contractor Safety and Loss Prevention Program" and "Liability and Insurance Clause" are to be considered a part of this Order.

11. **COUNTRY OF ORIGIN.** If the materials purchased hereunder are materials of foreign origin, Seller will cause all such materials and their containers to be marked with the country of origin, as required by United States law, and will indicate the country of origin on all invoices for the products. Upon Buyer's requests, Seller will promptly complete and return to Buyer certification(s) to evidence the origin of such materials purchased hereunder.

12. **WARRANTY.** Seller warrants, for a one (1) year period from the date of receipt by Buyer, that all products or services delivered hereunder shall be free from defects and shall conform to specifications, drawings or samples supplied by Seller. In addition to any other rights Buyer may have, Buyer may, at its option, either return for full credit or require repair or replacement of defective or nonconforming products. Returns and repairs of defective or nonconforming products hereunder shall be made at Seller's expense.

13. **ASSIGNMENT.** 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. Such approval shall not be unreasonably withheld.

14. **SEVERABILITY.** The invalidity in whole or in part of any terms of this order shall not affect the validity of the other conditions. No waiver of a breach of any term of this order shall constitute a waiver of any other breach or of such term.



TERMS AND CONDITIONS

15. **CHANGES TO PRODUCTS.** Seller agrees to notify Buyer before making any changes in the physical characteristics, manufacturing process or chemical composition of the products.

16. **DRAWINGS.** Any drawings or sketches produced by Seller in the course of fulfilling this order shall be the sole property of Buyer without any additional remuneration.

17. **PAYMENT TERMS.** Payment terms are Net 60 from Date of Invoice (unless otherwise agreed to and designated on the purchase order.) Invoices sent elsewhere within Kodak Japan Limited, will result in delayed processing and could impact payment date.

18. **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.

19. **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.