

INSTRUCTIONS

The instructions, terms and conditions established in this document will be applicable to all the purchase orders emitted by Kodak Mexicana, S.A. de C.V.

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

TERMS AND CONDITIONS

The terms and conditions establish in this document will not replace which has been agreed specifically on this contract for the goods and services that the purchase orders protect that subsequently Kodak sends to the supplier. In case of not existing a signed contract, the following terms and conditions will be applicable:

1. Price. The price shall not be higher than that appearing on the face of this order. In any event, the price shall not exceed the net price given by Seller to others for similar services, material and quantity. No charge will be allowed for packaging, crating, freight, express or any other carrier's charges or cartage, unless designated in this order.

2. Cancellation. In addition to any other rights which Kodak may have, it reserves the right to cancel this order or any portion thereof, holding the supplier responsible, if material or services furnished pursuant to this order or any shipment there under is not as specified. Kodak may cancel this order or any portion thereof if the supplier is on any tender.

3. Compliance with laws and Standards. Supplier warrants that all goods or services called for herein shall be produced or performed in compliance with all applicable federal and state laws, rules and regulations and for any of these reasons compensate Kodak respect to any claim or breach. 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/hsesupplierstandard>), 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 the purchase order will be subject to inspection and acceptance after delivery. Acceptance shall not be deemed to have occurred unless all material and services provided are in compliance with all specifications, clauses, attachments and drawings referenced on the purchase order. Payment by Kodak shall not constitute acceptance of goods or services. Material failing to meet the requirements of this order will be held by Kodak at Supplier's risk and may be returned at Supplier's expense.

5. Excusable failure or delay. Supplier shall not be held responsible for failure of or delay in delivery nor Kodak for failure or delay in accepting material hereunder if such failure or delay is due to the foregoing, beyond its control.

6. Patent Indemnification. Supplier 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 Kodak for all damages, costs, expenses or other losses (including reasonable attorneys' fees) which result from any claim that such material infringes any such rights, provided that Kodak agrees to notify Seller promptly of such suit or action and tenders to supplier control of the defense. Supplier obligations hereunder shall survive acceptance of and payment for the materials by Kodak. Kodak extends a like warranty and indemnification to supplier with respect to any claim of infringement against supplier arising from supplier's compliance with Buyer's specifications.

4. The purchase order number and line number must appear on all shipping documents, bills of lading, invoices and correspondence
5. Packing list must be completed for each purchase order number and must be attached to the merchandise.
6. For questions regarding receiving instructions and/or transportation method call 33 36 78 62 00 ext. 2224.

Invoicing:

1. The correct purchase order number and line number must appear on Invoice, or it will be returned.
2. Invoice shall indicate correct price in the same unit of measure expresses in this purchase order.
3. For questions regarding payments, call 33 36 78 62 00 ext. 6128.

7. Changes in writing governing law. The terms and conditions of the purchase order constitute the only terms, which shall govern this order unless a contract exists between both parts. 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 Kodak unless made in writing and accepted in writing by Kodak, 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. This order shall be governed by and construed in accordance with the laws of the Tribunales de Justicia de Guadalajara, Jalisco.

8. Disclosure. Unless otherwise agreed to in writing, signed by an authorized official of Kodak, any information disclosed to Kodak by Seller in connection with this purchase order in the form of brochures, descriptions, manuals, drawings or otherwise shall be considered as having been disclosed to and received by Kodak on a non-confidential basis as part of the consideration for this purchase order.

9. Over shipment. Material shipped in excess of quantity ordered will be held by Kodak at supplier's risk and may be returned to the supplier by the payment to Kodak of the corresponding expenses.

10. Work on Buyer's premises. Services to be to be performed on Kodak's Premises, will be done under the responsibility of Seller in terms of legal regulations for their employees and Safety and environmental programs.

11. Country of Origin. If the materials purchased hereunder are materials of foreign origin, they will be imported and transported under regulations applicable on this matter. Upon Kodak's request, supplier will promptly complete and return to Kodak certification(s) to evidence the origin of such material purchased hereunder.

12. Warranty. Supplier warrants, for a one (1) year period from the date of receipt by Kodak, that all products or services delivered hereunder shall be free from defects and shall conform to specification, drawings or samples supplied by supplier. In addition to any other rights Kodak may have, Kodak 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 Kodak or supplier without the written approval of the other

14. Changes to products. Supplier agrees to notify Kodak before making any changes in the physical characteristics, manufacturing process or chemical composition of the products requested in the purchase order, in this case Kodak could accept or reject the products.

15. Drawings. Any drawings or sketches produced by supplier in the course of fulfilling this purchase order shall be the sole property of Kodak without any additional remuneration to the supplier or allege rights of property or exemptions on such.

16. Payment Terms. The supplier accepts of way it express the term of payment established in the purchase order and the same one will begin to run as of the date of reception of the invoice in the Accounts Department.

17. 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.



TERMS AND CONDITIONS

18. 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.