

INSTRUCTIONS

The instructions, terms and conditions established in this document will be applicable to all the purchase orders emitted by Kodak Brasileira Comércio de Produtos para Imagem e Serviços Ltda. or Kodak da Amazônia Ltda.

Instructions - Packing, 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 number and line number must appear on all shipping documents, bills of landing, invoices and correspondence.

5. For questions regarding shipping please contact Kodak Brasileira Foreign Trade Dept.

TERMS AND CONDITIONS

The terms and conditions established in this document will not replace which has been agreed specifically on the contract for 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.

2. 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/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.

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

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

5. 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.

6. 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.