

INSTRUCTIONS

A. INSTRUCTIONS - PACKAGING MARKING SHIPPING RECEIVING HSE:

1. The Purchase Order No. and Line No. 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. For questions regarding receiving instructions, call (585)722-2683.
5. Kodak PE Tech, LLC (Purchaser) Procurement Policy requires that all suppliers comply with Kodak's Health, Safety and Environmental Performance Standard located at: www.Kodak.com/go/hsesupplierstandard.
6. As appropriate, suppliers shall comply with product specifications and restricted materials declaration requirements located at: www.Kodak.com/go/hsesupplier.

B. INVOICING INSTRUCTIONS:

1. Kodak PE Tech, LLC operates a paperless Accounts Payable. All invoices to Kodak should be submitted in a e PDF format to KodakPET@email.basware.com. All new suppliers must enroll with Basware prior to submitting your first invoice. For enrollment instructions contact USCVendorEnrollment@kodak.com
2. Correct Purchase Order No. and Line no. MUST appear on Invoice, or it will be returned.
3. For questions regarding payment status, email: WW-APUSLevel2@kodak.com
4. Indicate correct price in same units as shown on this Purchase Order.

TERMS AND CONDITIONS

These Terms and Conditions supplement the Terms and Conditions shown on the face of this Purchase Order. Supplier's standard or general (printed) conditions of sale shall have no effect unless expressly agreed to by Purchaser and set forth in this Purchase Order. Any modification of this Purchase Order to be valid must be in writing and signed by Purchaser's authorized representative. Purchaser will consider Supplier's request for changes only if such requests are in writing and are directed to specific provisions of this Purchase Order.

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 Purchaser by Supplier for similar goods or services. If not previously quoted to Purchaser, the price shall not exceed the net price given by Supplier to others for similar services, material and quantity. No charge will be allowed for packing, crating, freight, express or any other carriers, charges or cartage, unless designated in this order.

2. CANCELLATION. In addition to any other rights, which Purchaser may have, it reserves the right to cancel this order or any portion thereof, holding Supplier responsible, if material furnished or services performed 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. Purchaser may cancel this order, or any portion thereof, if Supplier has adjudicated a bankrupt, if a petition under the Bankruptcy Act is filed and not vacated within sixty days, if Supplier makes an assignment for the benefits of creditors, if a Receiver of the property of Supplier is appointed or if action under any law for the relief of debtors is taken in respect of Supplier.

3. COMPLIANCE WITH LAWS AND STANDARDS. Supplier shall comply with all applicable law including, but not limited to, all applicable Equal Opportunity Clauses, herein incorporated by reference, pursuant to Executive Order 11246, as amended; Section 503 of the Rehabilitation Act, as amended (29 USC Sect. 706); and Section 4212 of the Vietnam Era Veterans Readjustment Assistance Act, as amended (38 USC Sect. 4212), 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 Purchaser. This obligation includes, but is not limited to the Compliance with Laws and Standards Supplement Document located at http://www.kodak.com/ek/uploadedFiles/Content/About_Kodak/Our_Company/Doing_Business_with_Kodak/Purchasing/Compliance-Laws-and-Standards-Supplement.pdf, which may be updated from time to time.

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 Purchaser 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 Purchaser 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 adherence to Purchaser'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 Purchaser'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 Purchaser with a copy of any audit report resulting from an audit 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.

F. Supplier shall comply with the E-Verify Program for work performed by Supplier's employees based in the United States. Supplier shall: (1) enroll in the E-Verify program as either an employer or, if it will perform work on a Federal Government project, as a Federal Contractor; (2) use E-Verify to verify employment eligibility of all existing employees of Supplier hired after November 6, 1986. (More information regarding E-Verify can be found at <http://www.dhs.gov/E-Verify>.) Supplier shall provide Purchaser with evidence of its enrollment in the E-Verify Program within 10 days after the date of the Agreement or the receipt of the first Purchase Order from Purchaser. And upon request from time to time, Supplier shall provide Purchaser with access to records evidencing compliance with the provisions hereof. If Supplier is a Federal Contractor, Federal Acquisition Regulation (FAR) 52.222-54, titled Employment Eligibility Verification, in effect on the date of the higher tier contract is incorporated by reference as if fully set forth herein. References to "Contractor" shall be deemed to refer to "Supplier".

4. INSPECTION AND ACCEPTANCE. All material or services under this order will be subject to inspection and acceptance after delivery or performance. Material failing to meet the requirements of this order will be held at Supplier's risk and expense and may be returned at Supplier's expense. Services failing to meet the requirements shall be re-performed at Supplier's expense.

5. EXCUSABLE FAILURE OR DELAY. Supplier shall not be held responsible for failure of or delay in performance nor Purchaser for failure or delay in accepting performance 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. Supplier will defend at its expense any suit against Purchaser respecting infringement (including contributory infringement) of any United States or other patent covering all or part of the services or material furnished under this order, its manufacture, and/or its use if such use is induced by Supplier or if there is no practical non-infringing use, and will pay costs, fees, and/or damages awarded against Purchaser for such infringement by any final court decision; provided Purchaser promptly notifies the Supplier of any charge of and suit for such infringement and tenders to Supplier the defense of such suit, Purchaser having the right to be represented in such defense at its own expense. Purchaser extends a like indemnification to Supplier with respect to unavoidable infringement by Supplier in complying with Purchaser's specifications, except to the extent that such specifications are derived from Supplier or Supplier has notice of such infringement.

7. CHANGES IN WRITING. The terms and conditions of this purchase order constitute the only terms which shall govern this order. No other agreement or quotation or any acknowledgment of Supplier 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 or performance of services pursuant to this purchase order shall be deemed to be an acceptance by Supplier 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.

8. DISCLOSURE. Unless otherwise agreed to in a writing signed by an authorized Kodak officer, any information disclosed to Kodak by Supplier in connection with this purchase order such as through discussions with Kodak's 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 considered as having been disclosed to and received by Kodak on a non confidential basis as part of the consideration for this order. Kodak shall have no legal obligation to Supplier 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 the Supplier's expense.

10. COUNTRY OF ORIGIN. United States law requires every article of foreign origin imported into the United States, or its immediate container, and the outer package in which such article is imported, be marked, branded, or labeled, legibly in English words, in a conspicuous place, in such manner as to indicate the country of origin (manufacture) of such article. Shipments of materials of foreign manufacture into the United States must also indicate country of origin and labeling must comply with the above paragraph. Further work or material added to an article in a country must effect a substantial transformation in order to render such country the "Country of Origin". United States Customs' Law makes compliance to this regulation mandatory. Failure to comply may result in impoundment of your shipment. Any and all fines, penalties, storage costs, etc., by United States Customs are the responsibility of the exporter.

11. DATA PRIVACY. 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.



TERMS AND CONDITIONS

12. WARRANTY. Seller 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 specifications, 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 Supplier's expense.

13. Intellectual Property. Any specifications or other intellectual property supplied by Kodak shall remain property of Kodak and any drawings, sketches, specifications produced by Supplier in the course of fulfilling this Purchase Order shall be the sole property of Kodak without any additional remuneration. Nothing contained in this Purchase Order shall be construed as conferring any license or other rights by implication, estoppel or otherwise under any Kodak patent, copyright, trade secret, trademark or other intellectual property rights

14. 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, will result in delayed processing and could impact payment date.

15. PRODUCTIVITY. Kodak and Supplier agree to jointly establish goals to improve productivity of Products and services provided herein as measured either by (a) a reduction in the price of such Products and services, or (b) a reduction in the unit manufacturing cost of Kodak goods. Kodak and Supplier agree that to the extent such productivity measures are implemented, the goal shall be for Kodak to benefit by double-digit productivity gains year over year during the term of this Agreement.

16. INVOICE AUDITING; DISPUTED OR UNDISPUTED AMOUNTS DUE. Supplier acknowledges that Kodak may: Conduct an audit of Supplier's compliance with the terms of the Agreement or Purchase Order relating to any invoice. During the pendency of the audit, not to exceed 30 days (the "Audit Period"), Kodak may suspend any or all amounts due on invoices to be audited, whether disputed or not. Within the longer of (a) 15 days after the Audit Period or (b) the normal payment cycle for an unpaid invoice, Kodak shall remit such suspended amounts unless the results of the Audit reveal an uncured breach of Supplier's obligation under the Agreement or Purchase Order. In the event the invoice audit uncovers a discrepancy, Kodak will suspend any payment that is disputed in good faith, subject to Kodak's immediate implementation of the dispute resolution provisions of this Agreement or Purchase Order, if any. Supplier shall cooperate fully in providing all relevant documentation that might be requested by Kodak to promptly resolve invoicing disputes.

17. RIGHT TO AUDIT. As Kodak deems necessary and upon reasonable notice to Supplier, Supplier shall provide Kodak with access to its facilities, quality procedures, records, employees and regulatory submissions in order to assess Supplier's performance under this Agreement. Supplier shall maintain complete and accurate records to substantiate Supplier's charges to Kodak in accordance with generally accepted accounting practices for a period of six (6) months after completion of the work to which the records relate. Supplier will also provide Kodak with specific third-party invoices upon request. Kodak reserves the right to audit such records upon at least two (2) weeks notice for six (6) months after completion of the work to which the records relate.

18. SUPPLIER'S COOPERATION. Supplier and its subcontractors, if any, will fully cooperate without delay with Kodak and/or its security consultants in any investigation regarding fraud and theft with regard to Kodak property. Access to the premises, records and personnel will not be denied. Supplier will obtain written agreement from its subcontractors, if any, that subcontractor agrees to this Section 22 and will cooperate fully with any Kodak investigation without delay or hindrance of any kind. Upon Kodak's request, a copy of the subcontractor's agreement will be provided to Kodak.

19. INDEMNIFICATION. Supplier shall unconditionally and fully indemnify Kodak for all losses and expenses incurred by Kodak arising or resulting from Supplier's breach of this Purchase Order or the negligent or intentional acts or omissions of Supplier's employees, agents or subcontractors, including without limitation, the theft, misappropriation, embezzlement, damage or destruction of Kodak's property even if such acts or omissions are outside the scope of employment or engagement with Supplier.

20. SITE REQUIREMENTS. When on Kodak's premises Supplier shall comply with Kodak's site requirements found at the following address: <https://www.kodak.com/content/products-brochures/Company/Rochester-Contractor-Site-Requirements.pdf>

21. SMALL BUSINESS CONCERNS. Kodak's expectation is that its suppliers will utilize small business concerns as subcontractors whenever practicable.

22. 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.

23. CUSTOMS-TRADE PARTNERSHIP AGAINST TERRORISM COMPLIANCE. If this Purchase 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