



TERMS AND CONDITIONS

A. INSTRUCTIONS - PACKAGING MARKING SHIPPING RECEIVING HSE IMPORT:

1. Kodak's Purchase Order No. and Line Item 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. A separate packing list MUST be completed for each Purchase Order No., reference the Line Item No(s) and be attached to the outside of a shipping container. The packing list reference number must be 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.

C. TERMS & 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 Kodak and set forth in this Purchase Order. Any modification of this Purchase Order to be valid must be in writing and signed by Kodak's authorized representative. Kodak 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: Prices shall be in accordance with the prices appearing on the face of this Purchase Order. If no price appears thereon, then the price shall be no higher than that last quoted to Kodak by Supplier for similar goods, materials, or services. Kodak will receive the benefits of any decline in prices up to the specified time of delivery. In the event that prior to delivery under this Purchase Order, Supplier sells or offers to sell goods, materials or services substantially of the same quantity and quality as ordered herein at lower prices and/or on terms more favourable to a third party than those stated in this Purchase Order, the prices and/or terms herein shall be deemed automatically revised to equal the lowest prices and/or most favourable terms at which Supplier shall have sold or offered such goods, materials, or services and payments shall be made accordingly. No additional charges will be allowed for packing, crating, freight or storage unless specifically shown on the face of this Purchase Order.

2. WORK ON KODAK'S PREMISES: While on Kodak's premises, the Supplier shall adhere to all of Kodak's rules, notices and safety rules as further specified in Kodak's "Site Requirements for Contractors" which is specifically incorporated in to this Purchase Order.

3. CANCELLATION: This Purchase Order is subject to modification or cancellation by Kodak in the event of acts of God, acts of government authority, acts of the public enemy, fires, floods, strikes, labour troubles, freight embargoes or causes or contingencies reasonably beyond control of Kodak. This Purchase Order is also subject to cancellation by Kodak if Supplier ceases or threatens to cease to carry on its business, commits an act of bankruptcy, becomes insolvent, or if any proceedings are taken by or against the Supplier in bankruptcy, insolvency or liquidation or for the appointment of a receiver or trustee or assignee for the benefit of creditors of Supplier. Kodak may terminate this Purchase Order for any reason by giving five (5) days advance written notice. Any cancellation of this Purchase Order by Kodak shall be without prejudice to the enforcement of any rights accrued to Kodak to the date of cancellation.

4. COUNTRY OF ORIGIN: If goods or materials purchased hereunder are materials of foreign origin, Supplier will cause all such materials and their containers to be marked with the country of origin and will indicate the country of origin on all invoices for the goods or materials. Supplier shall obtain any applicable quota, visa, certificate of origin or other government authorization.

5. INSPECTION, ACCEPTANCE, AND OVERSHIPMENT: Kodak or its designated agents shall have the right, at its option, to inspect all goods, materials and services ordered before accepting delivery. Payment by Kodak shall not constitute acceptance. All goods and materials shipped in excess of quantity ordered will be held at Supplier's risk and may be returned at Supplier's expense. Kodak's count will be accepted as conclusive on shipments not accompanied by an itemized packing slip.

6. TIME: Time shall be of the essence of this Purchase Order.

7. KODAK OWNED PROPERTY: Title to any property, which is procured or manufactured by the Supplier for Kodak, shall be deemed to vest in Kodak. For greater certainty, all materials supplied to Supplier or produced by Supplier for Kodak is the property of Kodak, and will be stored at Supplier's facility. The Supplier shall, upon request of Kodak and without additional charge, execute such financing statements, security agreements, or other instruments as may be necessary to make Kodak's title a matter of public record. The Supplier shall keep all Kodak property separate from all other property and clearly marked to show Kodak's ownership and shall do all things necessary to preserve Kodak's title thereto, free and clear of all encumbrances. Kodak shall have the right, at such reasonable times as it may choose, to enter the Supplier's premises and inspect any and all such property. Should the Supplier fail to perform the duties imposed upon it by the Purchase Order or should Kodak at any time have reason to believe that its title to, or right to the possession of, any Kodak property is threatened, Kodak shall have the right, in addition to any other remedies provided by law, to enter upon the Supplier's premises and remove any such property, with or without the decree or order of any court. Upon completion, termination, or cancellation of this Purchase Order or any purchase order, the Supplier shall, on the request of Kodak, properly pack any or all such property and ship same, F.C.A. the Supplier to Kodak. The risk of loss of or

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

6. Kodak Canada ULC's RM - Import Number is: **101201051RM0001**.

B. INVOICING INSTRUCTIONS:

1. Kodak's Purchase Order No. and Line Item No. MUST be shown on all invoices. All taxes must be shown separately on all invoices. Improperly prepared invoices will be returned unpaid.
2. Kodak Canada ULC operates a paperless Accounts Payable. All invoices to Kodak should be submitted in a e PDF format to KodakUS@email.basware.com. All new suppliers must enrol with Basware prior to submitting your first invoice. For enrolment instructions contact USCVendorEnrollment@kodak.com
3. For questions regarding payment status, email: WW-APUSLevel2@kodak.com
4. Unit price and units of measurement shall be the same as shown on this Purchase order

damage to any and all Kodak property shall be upon the Supplier from the time when the same is delivered to it, or in the case of property procured or manufactured by the Supplier for Kodak, from the time when title to the same vests in Kodak, until such property is delivered to the applicable end-user, as specified by Kodak, or returned to Kodak in the manner required hereunder.

8. PROPERTY RIGHTS: In the course of Supplier's work hereunder or as a result thereof, Supplier may make inventions, discoveries and improvements, whether patentable or unpatentable, or produce materials subject to copyright. Supplier agrees to waive all moral rights in such inventions, discoveries, improvements and copyrights and to assign to Kodak, without additional remuneration, all such inventions, discoveries, improvements and copyrights as are conceived and/or first reduced to written form or practice during the term of this Purchase Order or during the twenty-four months immediately following its termination. Supplier also agrees to assign to Kodak the right to apply for and obtain issuance to Kodak of patents and/or registered copyrights throughout the world on all the rights to be assigned to Kodak hereunder. Supplier will execute and deliver to Kodak all such patent applications, assignments and other instruments tendered to the Supplier by Kodak as may be reasonably necessary to effect the intent hereof.

9. INDEMNIFICATION: Supplier shall indemnify and save harmless Kodak, its affiliated companies and their respective directors, officers, and employees, against any and all actions, claims, liabilities, direct, indirect and consequential damages, costs, settlements, and expenses (including lawyer's fees) which may arise from any breach or default in any of Supplier's representations and warranties herein or in the performance of any of Supplier's obligations under this Purchase Order or Supplier's alleged violation of any third party's intellectual property rights. Kodak shall give the Supplier written notice of any such claim, action or proceeding and, at the request and expense of the Supplier, provide the Supplier with available information, assistance and authority for the defence; or Kodak may in its sole discretion settle, resolve or defend any such action, claim or allegation of infringement without prejudice to the indemnifications herein granted by Supplier.

10. HAZARDOUS MATERIALS: The Workplace Hazardous Material Information System (WHMIS) shall be specifically incorporated in this Purchase Order and all such materials shall be identified with WHMIS warning labels. All shipments of such materials to Kodak sites shall include a WHMIS compliant Material Safety Data Sheet (MSDS). A copy of the MSDS shall also be forwarded to the attention of the WHMIS Coordinator; Health, Environment and Safety Services of Kodak.

11. LANGUAGE: The parties agree that this Purchase Order and all documents related thereto be written in the English language. Les parties ci-jointes, exigent et acceptent par les présentes, que ce contrat et tous avis ou documents relatifs ou requis par les présentes, soient rédigés en langue anglaise.

12. GOVERNING LAW: This Purchase Order shall be governed by and interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

13. ASSIGNMENT: Neither this Purchase Order nor any interest herein nor any claim arising hereunder shall be transferred or assigned by Supplier without the written approval of Kodak. Such approval shall not release Supplier from its obligations and liabilities under this Purchase Order.

14. SEVERABILITY: No finding that a part of this Purchase Order is invalid or unenforceable shall affect the validity of any other part hereof.

15. WARRANTIES: Supplier expressly represents and warrants that all goods, materials, and services furnished under this Purchase Order ("goods", as used herein includes all related packaging, labeling and printed matter) will: (a) be merchantable, fit and safe for purpose for which it is manufactured, free from defects in design, workmanship, or materials, including but not limited to such defects as could create a hazard to life and property; (b) comply with all laws, bylaws, regulations, rules, codes, orders and ordinances of the Government of Canada or of any Province or Municipality in effect to date of delivery; (c) not infringe or encroach upon any third party's personal, contractual or proprietary rights, including without limitation, patents, trademarks, trade names, copyrights, rights of privacy, or trade secrets; (d) conform to all specifications and all descriptions set forth in this Purchase Order, and/or any samples, whether provided by Kodak, Kodak's agent or Supplier; (e) be transferred to Kodak with a good and marketable title thereto, free and clear of all items, charges, security interest and encumbrances of any kind whatsoever; and (f) be produced in compliance with all local laws and fundamental principles relating to labour standards or environmental protection. Nothing contained in this Purchase Order shall be deemed a waiver of warranties or conditions implied by law.



TERMS AND CONDITIONS

16. REMEDIES ON BREACH OR DEFAULT: If Supplier does not strictly comply with any of the terms, conditions, representations or warranties contained in this Purchase Order whether express or implied, then Kodak may deem this Purchase Order to have been breached by Supplier in its entirety and Kodak shall be entitled to exercise, in addition to any other remedies available at law, any one or more of the following remedies: (a) cancellation of all or any part of this Purchase Order without notice; (b) rejection of all or any part of any delivery by Kodak, which may return the goods, or materials or hold them at Supplier's risk and expense; (c) if at any time prior to one year after the actual date of delivery of goods, materials or completion of the services, any part of the good, material or work becomes defective, deficient, or fails due to defect in design, materials or workmanship or otherwise fails to meet the requirements of this Purchase Order, then the Supplier upon receipt of notification from Kodak, shall make good every such defect, deficiency or failure without any cost to Kodak; and (d) either procure for Kodak the right to continue to use infringing goods or materials; or replace such goods or materials with non-infringing goods or materials; or to modify it so it becomes non-infringing; provided that such modification does not materially alter its characteristics, efficacy, dimensions or increase the cost of its use, operation or maintenance. In addition to Kodak's remedies provided above, Kodak's remedies of the Sale of Goods Act or similar laws applicable in each Province are specifically incorporated into this Purchase Order. Supplier's representations and warranties set forth herein, express or implied, will continue to apply after delivery of any goods, materials or services to Kodak and after the good, material or service is inspected, accepted, or paid for. Kodak does not waive any of its rights or remedies under this Purchase Order or at law even if it accepts part or all of the goods, materials or services ordered, or does not assert any or all of its rights and remedies.

17. DISCLOSURE: Unless other agreed to in writing and signed by an authorized officer of Kodak, any information disclosed to Kodak by Supplier in connection with this Purchase Order and not labelled 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. Kodak and its affiliated companies will be free to use and to disclose to others any information that the Supplier furnishes to Kodak without obligation to the Supplier other than to make the payments to the Supplier specified in this Purchase Order.

18. CONFIDENTIALITY/PRIVACY: The Supplier agrees to use: a) any proprietary information of Kodak; and b) any personal information disclosed to Supplier by Kodak, only in the performance of Supplier's obligations hereunder and agrees to retain all such information in confidence and not to disclose it to any third party or any other transaction whether or not related thereto.

19. SET-OFF: Kodak may set-off against amounts payable under this Purchase Order all present and future indebtedness of the Supplier to Kodak arising from this or any other transaction whether or not related thereto.

20. INSURANCE: Supplier shall obtain and maintain at its own expense such policies of general liability insurance including product liability and contractual liability insurance written in such a manner and amount as will fully protect it and Kodak in connection with any potential claim for injury or death of any person or damage to property arising out of or occurring in connection with or in any way relating to the goods, materials or services purchased hereunder. Certificates of insurance (naming Kodak as additional insured) in effect shall be furnished to Kodak upon the issuance of this Purchase Order and at least annually thereafter and any changes to or cancellation of such insurance shall be immediately reported to Kodak.

21. 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, if applicable, 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 the 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.

22. 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 one (1) year 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 one (1) year after completion of the work to which the records relate.

23. COMPLIANCE WITH LAWS: 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 its intended markets;
- C.** Maintaining all site permits including, but not limited to, air and water discharge permits necessary to perform its obligations under this Purchase Order; and
- D.** Complying with all applicable waste management and disposal requirements.

24. CUSTOMS-TRADE PARTNERSHIP AGAINST TERRORISM COMPLIANCE is applicable 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.

25. APPLICABLE TERMS AND CONDITIONS: The terms and conditions of this Purchase Order apply unless superseded by a separate written Agreement between the Supplier and Kodak.

26. 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.