

**FUJIFILM Manufacturing U.S.A., Inc.  
TERMS AND CONDITIONS OF PURCHASE**

The following terms and conditions and those specified in or attached hereto shall exclusively govern the purchase of all Materials and Services covered by this Purchase Order.

1. **OFFER AND ACCEPTANCE:** This Purchase Order constitutes an offer to Seller expressly limited to the terms herein. Buyer reserves the right to revoke this offer at any time prior to its acceptance. This offer shall expire 45 days after its issue date unless accepted by Seller or extended in writing by Buyer. Acceptance shall be accomplished solely by return of an executed acknowledgment copy of this Purchase Order or by delivery of conforming Material or completion of Service. No additional or different provisions proposed by Seller shall apply.
2. **CONFLICTING TERMS:** In the event of a conflict, the order of priority is as follows: (1) typed or handwritten provisions on the face hereof; (2) attachments or exhibits hereto; and (3) these preprinted terms and conditions.
3. **PACKAGING:** Seller shall properly package the Material. Each container shall be clearly labeled to indicate the applicable Purchase Order number(s), Buyer part numbers, and quantities of Materials. A packing slip for each Purchase Order, itemized by container, shall accompany each delivery.
4. **SHIPPING:** The terms of delivery are stated on the reverse side hereof or attached hereto and are governed by the Uniform Commercial Code.
5. **DELIVERY: TIME AND RATE OF DELIVERY ARE OF THE ESSENCE.** Buyer may refuse delivery of Material made more than one week in advance of the delivery schedule specified herein and may return such Material at Seller's expense. Seller shall notify Buyer immediately when Seller has knowledge of any potential delay in delivery.
6. **PRICE:** Prices specified in this Purchase Order shall remain fixed for all accepted orders unless otherwise agreed to in writing by both parties. Prices include all charges such as taxes, inspection, packaging and shipping costs unless separately listed on the face hereof or attached hereto.
7. **PAYMENTS:** Seller shall submit invoices only upon delivery of Material or completion of Service. Buyer shall issue payment within 30 days of receipt of a correct invoice provided Seller has delivered conforming Material or satisfactorily completed Service. Adjustments for payments made for rejected Material or Service, or for any overpayment shall be deducted from subsequent payments due, or at Buyer's option, promptly refunded by Seller upon request.
8. **INSPECTION AND ACCEPTANCE:** Seller shall inspect all Material prior to shipment to Buyer. Material which fails to pass Buyer's incoming acceptance test may be rejected by Buyer and returned to Seller at Buyer's option and at Seller's expense. Should latent defects appear, Buyer reserves its right to revoke acceptance under applicable law.
9. **WARRANTY:** Seller warrants that Services are performed in a workmanlike manner and that Material: (1) is free of all liens and title encumbrances; (2) is free from defects in design material and workmanship; (3) conforms to applicable specifications, drawings, samples or other descriptions referenced on the face of this Purchase Order; and (4) is suitable for the purpose for which is intended if such purposes were made known to Seller. Seller's obligation under this warranty is limited to, at Buyer's option: (a) performing the Services to Buyer's satisfaction, or (b) replacing nonconforming or unsuitable Material within 10 days of notice of such condition or as reasonably possible, or (c) crediting or refunding Buyer the purchase price for such Material or Service. All expenses associated with the return to Seller of such Material and the delivery to Buyer of replacement Material shall be borne by Seller. The above warranties shall survive any delivery, acceptance, payment, termination or expiration of this Purchase Order and shall run to Buyer, its successors, assigns, customers and users of its products.
10. **ASSIGNMENT:** Any assignment of rights or obligations by Seller under this Purchase Order in whole or in part without the prior written consent of Buyer shall be void.
11. **TERMINATION:** Buyer reserves the right to terminate this Purchase Order in whole or in part according to applicable law for any breach including but not limited to those specified herein. Buyer may cancel this Purchase Order in whole or in part at any time by written notice in the event Seller, without Buyer's prior written consent: (1) fails to comply with any provision(s) of this Purchase Order; (2) becomes insolvent or makes an assignment for the benefit of creditors, or a receiver or similar officer is appointed to take charge of all or part of Seller's assets; (3) merges with or is acquired by a third party; or (4) attempts to assign any of its rights or obligations under this Purchase Order. Upon termination, Seller shall deliver to Buyer such work in process or completed Material as Buyer may request. Buyer shall have no liability to Seller beyond payment for material delivered to and accepted by Buyer prior to Seller's receipt of notice of termination and for such additional Material specifically requested by and delivered to Buyer.
12. **LIENS:** In the event a lien is filed against Buyer's property by Seller's Contractor or Subcontractor, the Seller shall promptly settle the dispute and obtain a release of lien, or if the dispute cannot be promptly settled, the Seller shall release the Buyer's property from the lien by filing a surety bond in conformance with applicable laws.
13. **SET-OFF:** Buyer shall have the right at any time to set off any amount owing from Seller to Buyer or its subsidiaries or affiliates against any amount payable by Buyer pursuant to this Purchase Order.
14. **INTELLECTUAL PROPERTY:** Seller shall defend, at its expense, any claim against Buyer alleging that Material furnished under this Purchase Order infringes any patent, copyright, trademark, trade secret or other intellectual property interest and shall pay all cost and damages awarded if Seller is notified promptly in writing of such a claim. If a final injunction against Buyer's use of the Material results from such a claim (or, if Buyer reasonably believes such a claim is likely) Seller shall, at its expense, and as Buyer requests, obtain for Buyer the right to continue using the Material or replace or modify it so it becomes noninfringing but functionally equivalent.
15. **CONFIDENTIAL INFORMATION:** A separate Confidentiality Agreement may be required prior to the performance of any Services on Buyer's property. Upon termination of this Purchase Order, Seller, at Buyer's request, shall destroy or return to Buyer all written documentation delivered to or generated by Seller pursuant to the performance of this Purchase Order.
16. **ENVIRONMENTAL HEALTH AND SAFETY:** Services performed as a result of this Purchase Order are subject to and shall comply with the requirements of Buyer's Environmental Health and Safety Requirements for Contractors (Contractor Manual Policy EHS-1-2001, as amended). If the Seller does not have a copy of this policy, he or she must contact Buyer's Purchasing Department prior to commencing work. It is essential that Buyer receive total cooperation from Seller in complying with such policy.
17. **HOLD HARMLESS, INDEMNIFICATION AND EVIDENCE OF INSURANCE:** Seller agrees to provide evidence of adequate insurance in a form acceptable to Buyer and further agrees to execute a separate indemnification and hold harmless agreement prior to the performance of any on-site Services requested pursuant to this Purchase Order.
18. **COMPLIANCE WITH LAWS**
  - A. All Materials supplied and services performed pursuant to this Purchase Order shall comply with all applicable United States and foreign laws and regulations including, but not limited to the Occupational Safety and Health Act, Fair Labor Standards Act, Immigration and Nationality Act, Contract Work Hours and Safety Standards Act, Toxic Substance Control Act, American's with Disabilities Act, and Worker's Compensation Laws. Upon request, Seller agrees to certify compliance with any of the applicable laws or regulations."
  - B. The Seller agrees to comply with the equal opportunity provisions of Executive Order 11246, Section 503 of the Vocational Rehabilitation Act of 1973, as amended, as it applies to the hiring and nondiscriminatory treatment of qualified handicapped workers, Executive Order 11701 and Section 2012 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, as they relate to job listing, hiring and advancement of Vietnam and other disabled veterans, and Executive Orders 11625 and 12138, as they relate to Minority and Women-Owned Business Enterprises. The Seller agrees to abide by all applicable rules and regulations pursuant to the above laws, all of which are incorporated herein by reference.
  - C. The provisions of the Clean Air Act (42 USC 7401 et. seq.) and the Clean Water Act (33 USC 1251 et. seq.) are made a part of this Purchase Order if applicable.
  - D. The provisions of any applicable state Right-To-Know Laws and regulation are made a part of this Agreement. A copy of the applicable Material Safety Data Sheets as required under such laws and regulations and shall be provided by Seller upon delivery of Material and updated as necessary.
  - E. Seller's failure to comply with any of the requirements of this Section may result in a material breach of this Purchase Order.
19. **MISCELLANEOUS**
  - A. For each delivery under this Purchase Order, Seller shall furnish Buyer with a signed certificate stating Country of Origin, per U.S. Customs Rules and Regulations for all Material by quantity and part number.
  - B. The terms and conditions contained herein shall be governed by and interpreted in accordance with the laws of the State of South Carolina. Seller hereby submits to the jurisdiction of the courts of South Carolina for purposes of enforcement hereof.
  - C. Any contract resulting from this Purchase Order shall be governed by the laws of the State of South Carolina. The rights and remedies provided herein are in addition to those available to Buyer at law or in equity. Failure by Buyer to enforce any right or remedy herein or otherwise available shall not be deemed a waiver of such right or remedy on any other occasion.