TERMS AND CONDITIONS OF PURCHASE ORDER

Any offer by FUJIFILM Imaging Colorants, Inc. ("Buyer") for goods, materials, and/or equipment (the "Goods") and/or services, maintenance and/or repair (the "Services"), whether in hard copy, or by electronic transmission, telephone or other means, (the "Offer"), not otherwise subject to a specific written purchase agreement between Buyer and Vendor, shall be subject to and incorporate the following terms and conditions (together with the Offer, the "Purchase Order").

1. ACCEPTANCE: Vendor's promise of shipment or delivery of the Goods or Vendor's promise of performance or undertaking of performance of the Services, as applicable, shall constitute an offer ("Offer") that may be accepted only in writing. Vendor's failure to deliver the Goods or perform the Services, as applicable, in accordance with the Purchase Order and at the price mutually agreed upon by Buyer and Vendor shall constitute a breach of the Offer, and Buyer's acceptance of such Goods or Services shall be deemed to be made and provides documentation of the reasons given.

2. INSPECTION AND REJECTION: (a) Final inspection of the Goods shall be made by Buyer. Buyer may examine the Goods prior to shipment, at the point of manufacture, or at any other location in the Country of Origin of the Goods or in the Country of Final Destination of the Goods. Buyer's decision to allow Vendor to ship the Goods to Buyer or to accept the Goods in accordance with the Purchase Order and any different or additional terms and conditions of the Purchase Order or any of the terms and conditions of the Offer and/or the Services supplied to Buyer shall not affect Buyer's remedies as to such nonconformities. Regardless of its actions, Buyer will retain all of its rights against Vendor as to such nonconformities.

(b) If the Goods or the Services delivered fail in any respect to conform to specifications, the terms and conditions of the Purchase Order or applicable industry standards, Buyer shall have the option to call for delivery of the Goods in two or more lots, on Buyer's instructions, and at Buyer's expense, shall elect, with the approval of Buyer (which approval shall not be unreasonably withheld), to reject any or all of the Goods or Services. Buyer's rights under this Section shall not constitute a waiver of any of its rights under the Purchase Order.

3. TITLE AND RISK OF LOSS: Unless otherwise provided to the contrary in writing by Buyer in the Offer, title to the Goods and risk of loss shall pass to Buyer from Vendor upon acceptance of the Goods by Buyer, subject to Section 2(a).

4. EXCESS OR PARTIAL SHIPMENTS OR PARTIAL PERFORMANCE: (a) Buyer may, but is not obligated to, accept shipments that are in excess of or less than the quantity ordered. However, any such excess or shortfall shall be subject to a price adjustment of 5% without the prior written consent of Buyer. Buyer's failure to perform any of its obligations under the Purchase Order and any different or inconsistent printed provisions. All the terms of the Purchase Order shall apply to additional quantities of the Goods and/or additional Services ordered by Buyer except as specified in writing by Buyer.

5. WARRANTIES: Vendor warrants that all the Goods are of merchantable quality and fit for the ordinary purposes for which such Goods are used and Buyer's intended use thereof, to the extent that Vendor is not obligated to accept such nonconformities and/or deficiencies. Regardless of its actions, Buyer will retain all of its rights against Vendor as to such nonconformities.

6. PATENT, TRADEMARK, TRADE NAME AND COPYRIGHT: Vendor covenants that, upon Buyer's request and at Vendor's expense, it will defend at Vendor's expense, shall elect, with the approval of Buyer (which approval shall not be unreasonably withheld), either to: (a) procure for Buyer and its assigns and customers the right to continue the use, sale and use and receive said Goods or part thereof and the Services; (b) modify said Goods or part thereof and/or the Services so that the purchase, sale, use, receipt and/or performance, as the case may be, are no longer enjoined; or (c) refund the purchase price of the Goods and/or Services to Buyer, as Buyer may elect, in its sole discretion and, in any case, the purchase, sale or use of the Goods or any part thereof and/or the Services shall be terminated with respect to Buyer.

7. TERMINATION: (a) Buyer, subject to the provisions of paragraph 7(c), by written notice to Vendor, may terminate immediately all or any part of the Purchase Order in any one of the following events:

1. Vendor fails to perform any of its obligations under the Purchase Order and does not cure such failure within a period of 10 days (or such longer period as Buyer may authorize in writing) after Buyer gives Vendor notice specifying such failure. Vendor also expressly agrees that time is of the essence to the Purchase Order and Vendor's failure to meet any delivery date in the quantity or quantities specified or failure to timely deliver all services specified in the Purchase Order, whether in whole or in part, for which Buyer may terminate immediately all or any part of the Purchase Order.

2. (b) In the event that Buyer terminates the Purchase Order in whole or in part, as provided in paragraph 7(a), Buyer may procure replacements for the Goods or the Services, at Buyer's expense, shall elect, with the approval of Buyer (which approval shall not be unreasonably withheld), to reject any or all of the Goods or Services. Buyer's rights under this Section shall not constitute a waiver of any of its rights under the Purchase Order. Buyer's failure to perform any of its obligations under the Purchase Order, whether in whole or in part, for which Buyer may terminate immediately all or any part of the Purchase Order.

(c) If the Purchase Order is terminated as provided in paragraph 7(a), Buyer, in addition to any other rights or remedies provided by law, may take any of the following actions:

1. Termination of Vendor's promise of performance or undertaking of performance of the Services, as applicable, or the tenderer of performance is failed in any respect to conform to specifications or the terms and conditions of the Purchase Order or if the Goods are defective or unsuitable, or do not conform to all warranties implied by law, at Buyer's option may reject all the Goods, accept all, or of them, or accept any commercial unit and reject the remainder, and Vendor shall either give to Buyer a full credit or refund of the purchase price of the rejected whole or portion of the Goods or Vendor, at its expense, shall repair or replace the nonconforming Goods in accordance with Buyer's instructions. Buyer's rights under this Section shall not constitute a waiver of any of its rights under the Purchase Order.

2. If the Services delivered fail in any respect to conform to specifications, the terms and conditions of the Purchase Order or applicable industry standards, Buyer shall have the option to call for delivery of the Goods in two or more lots, on Buyer's instructions, and at Buyer's expense, shall elect, with the approval of Buyer (which approval shall not be unreasonably withheld), to reject any or all of the Goods or Services. Buyer's rights under this Section shall not constitute a waiver of any of its rights under the Purchase Order.

3. TITLE AND RISK OF LOSS: Unless otherwise provided to the contrary in writing by Buyer in the Offer, title to the Goods and risk of loss shall pass to Buyer from Vendor upon acceptance of the Goods by Buyer, subject to Section 2(a).

4. EXCESS OR PARTIAL SHIPMENTS OR PARTIAL PERFORMANCE: (a) Buyer may, but is not obligated to, accept shipments that are in excess of or less than the quantity ordered. However, any such excess or shortfall shall be subject to a price adjustment of 5% without the prior written consent of Buyer. Buyer's failure to perform any of its obligations under the Purchase Order and any different or inconsistent printed provisions. All the terms of the Purchase Order shall apply to additional quantities of the Goods and/or additional Services ordered by Buyer except as specified in writing by Buyer.

5. WARRANTIES: Vendor covenants that, upon Buyer's request and at Vendor's expense, it will defend at Vendor's expense, shall elect, with the approval of Buyer (which approval shall not be unreasonably withheld), either to: (a) procure for Buyer and its assigns and customers the right to continue the use, sale and use and receive said Goods or part thereof and the Services; (b) modify said Goods or part thereof and/or the Services so that the purchase, sale, use, receipt and/or performance, as the case may be, are no longer enjoined; or (c) refund the purchase price of the Goods and/or Services to Buyer, as Buyer may elect, in its sole discretion and, in any case, the purchase, sale or use of the Goods or any part thereof and/or the Services shall be terminated with respect to Buyer.

6. PATENT, TRADEMARK, TRADE NAME AND COPYRIGHT: Vendor covenants that, upon Buyer's request and at Vendor's expense, it will defend at Vendor's expense, shall elect, with the approval of Buyer (which approval shall not be unreasonably withholding), either to: (a) procure for Buyer and its assigns and customers the right to continue the use, sale and use and receive said Goods or part thereof and the Services; (b) modify said Goods or part thereof and/or the Services so that the purchase, sale, use, receipt and/or performance, as the case may be, are no longer enjoined; or (c) refund the purchase price of the Goods and/or Services to Buyer, as Buyer may elect, in its sole discretion and, in any case, the purchase, sale or use of the Goods or any part thereof and/or the Services shall be terminated with respect to Buyer.

7. TERMINATION: (a) Buyer, subject to the provisions of paragraph 7(c), by written notice to Vendor, may terminate immediately all or any part of the Purchase Order in any one of the following events:

1. If Vendor fails to perform any of its obligations under the Purchase Order and does not cure such failure within a period of 10 days (or such longer period as Buyer may authorize in writing) after Buyer gives Vendor notice specifying such failure. Vendor also expressly agrees that time is of the essence to the Purchase Order and Vendor's failure to meet any delivery date in the quantity or quantities specified or failure to timely deliver all services specified in the Purchase Order, whether in whole or in part, for which Buyer may terminate immediately all or any part of the Purchase Order.