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 seller or vendor identified in the offer ("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 shipment of the Goods or Vendor’s promise of performance or undertaking of performance of the Services, as applicable, shall constitute an agreement that it will sell the Goods or perform the Services, as applicable, to Buyer in accordance with the Purchase Order and at the price mutually agreed upon by Buyer and Vendor. Vendor agrees to follow the shipping and invoicing instructions issued by Buyer, which instructions are incorporated by reference into the Purchase Order. Acceptance is limited to the terms and conditions hereof and any different or additional terms and conditions, whether or not in Vendor’s acknowledgement or in other documents, are hereby rejected. THE PURCHASE ORDER AND ANY RELATED CONFIDENTIALITY AGREEMENT EXECUTED BY THE PARTIES SHALL CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO AMENDMENTS OR MODIFICATIONS SHALL BE MADE EXCEPT IN WRITING SIGNED BY BUYER AND VENDOR.

2. INSPECTION AND REJECTION: (a) Final inspection of the Goods shall be made by Buyer at the place designated by Buyer. If the Goods or the tender of delivery fails 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, Buyer at its option may reject all the Goods, accept all, 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 expenses for inspection of the Goods found to be nonconforming shall be charged to Vendor or deducted from amounts due Vendor. Buyer’s failure to detect nonconformities or deficiencies 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 Services or the tender of delivery fail in any respect to conform to specifications, the terms and conditions of the Purchase Order or applicable industry standards, Buyer shall have the right to reject the Goods. Services are deficient, Buyer shall give written notice thereof, which shall include a schedule of deliveries, to Vendor or deducted from amounts due Vendor. Buyer’s failure to detect nonconformities or deficiencies in the Services shall not affect Buyer’s remedies as to such nonconformities or deficiencies. Regardless of its actions, Buyer will retain all of its rights against Vendor as to such nonconformities or deficiencies.

3. TITLE AND RISK OF LOSS: Unless otherwise provided to the contrary in writing by Buyer in the Purchase Order or the Goods and/or Services covered hereunder, together with all related packaging, labeling and other materials furnished by Vendor: (a) title shall pass to Buyer from defect of title or material breach of warranty; (b) Buyer may, but is not obligated to, accept shipments that are in excess of or less than the quantity ordered. Such shipment may be returned at Buyer’s option to Vendor at Vendor’s expense and risk, (Buyer shall have the option to call for delivery of the Goods in two or more lots, on 15 days prior written notice thereof, which shall include a schedule of deliveries.)

(b) Buyer may, but is not obligated to, accept or pay for partial performance of any of the Services.

4. 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 use of the Goods. Vendor expressly warrants, in addition to all warranties implied by law, that the Goods and/or the Services covered hereunder, together with all related packaging, labeling and other materials furnished by Vendor: (a) shall be delivered free from defects of title or material breach of warranty; (b) shall conform to specifications, instructions, drawings, data, samples and federal, state and local laws, orders and regulations, including, but not limited to, those regarding occupational safety and health and/or or (c) shall not infringe or encroach upon Buyer’s or third parties’ personal, contractual, or proprietary rights. This Warranty shall survive any inspection, delivery, acceptance or payment by Buyer.

5. PATENT, TRADEMARK, TRADE NAME AND COPYRIGHT: Vendor warrants and agrees that the purchase, sale or use of the Goods or any part thereof and/or the purchase, sale, receipt or performance of the Services will not infringe on any United States or foreign patent, trademark, service mark, trade name or copyright, and Vendor undertakes to indemnify and hold Buyer and any of Buyer’s customers buying, selling, using or receiving the Goods or Services harmless against and from all claims, judgments, decrees, costs and expenses, including reasonable attorney’s fees, arising with respect to any and all alleged and actual infringements. Vendor covenants that, upon Buyer’s request and at Vendor’s expense, Vendor will defend and pay and/or, in Vendor’s discretion, settle or litigate any action or suit brought by any person or entity alleging the validity or infringement of any of the Goods or Services.

6. LIABILITY: 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 perform the Services, as applicable, will not affect Buyer’s remedies as to such nonconformities. Regardless of its actions, Vendor will retain all of its rights against Buyer as to such nonconformities.

7. INDEMNIFICATION, INSURANCE: In addition to the provisions of paragraph 6, Vendor shall indemnify and hold Buyer and any of Buyer’s customers buying, using or receiving the Services from and against any and all losses, damages, costs, expenses, judgments, decrees, settlements, fines, penalties and/or fees resulting from or arising out of, or relating to any claims, judgments, decrees and/or proceedings of any kind or character, whether in connection with or incidental to the failure of Vendor to perform its obligations imposed by the Purchase Order or by any applicable law, regulation, or order, or arising out of any use, possession, consumption, or sale of the Goods and/or any performance of the Services, including in each case, but not limited to, claims of unfair competition, bodily injury, property, or other damage, regardless of whether such claims, liabilities, costs, damages or assessments arise out of, relate to or are imposed by reason of negligence, strict liability, tort, contract, statute, ordinance, regulation, code, principle of equity or common law, or any other theory or remedy. Vendor shall and maintain adequate insurance to cover its liability under the terms and conditions of the Purchase Order or the Goods and/or Services. Vendor shall procure and maintain adequate insurance to cover its liability under the terms and conditions of the Purchase Order or the Goods and/or Services. Vendor shall also procure and maintain adequate insurance to cover any additional insurance coverage provided by the policy. Payment for completed Goods delivered to and accepted by Buyer shall be at the applicable contract price.

(a) Commercial General Liability, including Contractual, Personal & Advertising Injury, Products and Completed Operations coverage with minimum limits of $5,000,000 per occurrence;

(b) Worker’s compensation coverage sufficient to meet all applicable statutory requirements and Employer’s liability with minimum limits of $1,000,000;

(c) Errors & Omissions/Professional Liability insurance, appropriate to Vendor’s profession and if applicable, in an amount of not less than $5,000,000 per wrongful act; and

(d) Automobile Liability: $5,000,000 combined single limit per accident.

8. TERMINATION: (a) Buyer, subject to the provisions of paragraph 7(c), by written notice to Vendor, may immediately and for any of the Part of the Purchase Order in any of the one of the following circumstances:

i. 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;

ii. If a petition is filed by or against Vendor under the bankruptcy laws applicable to a corporation, or a similar law, of any country or state in which Vendor is located, or if any order compelling the sale of all or any part of the Goods or Services, as applicable, is entered by a court of competent jurisdiction; or

iii. If Vendor is subject to any order, judgment, or decree unless such order, judgment, or decree is stayed, which is or includes a writ of attachment or other legal process for the receiver, assignee, trustee, or other representative of all or any part of the Goods or Services, as applicable.

(b) If the Services or tender of delivery fail in any respect to conform to specifications, Vendor’s promise of shipment or performance of the Services or to any applicable order, the promise of performance or undertaking of performance of the Services, as applicable, shall constitute a default, and Buyer may terminate the Purchase Order in whole or in part, as provided in paragraph 7(a). Vendor shall continue to perform the Services hereunder, as applicable, to the extent not terminated by Buyer, in accordance with the terms and conditions of the Purchase Order.

9. PERMITS, LICENSES, TARIFFS AND TAXES: Unless otherwise expressly agreed in writing, the parties acknowledge and agree that Buyer is responsible for all permits, tariffs, duties or taxes, whichever, impositions and/or impositions imposed upon the Goods or the Services by any governmental entity and shall pay and hold Buyer harmless against and from any and all export and import licenses or permits necessary for performance of the
Purchase Order. If by law, regulation, or other official rule which first becomes effective subsequent to the date of the Purchase Order there shall be any increase in any tax, duty, surcharge, import fee, or any excitation on the Goods hereunder, resale of the Goods, any component thereof, any process or labor involved therein, or any of the Services to be rendered by Vendor, Buyer, at its option, may cancel the Purchase Order as to any and all undelivered Goods or unperformed Services unless Vendor shall reimburse Buyer for the amount of the increase in any such tax, duty, surcharge, import fee, or other excitation.

10. NOTICES: Any notice, request, consent, or demand on Buyer shall be given in writing by overnight courier service, or by facsimile or e-mail, promptly confirmed by overnight courier service, to the street address designated by Buyer.

11. ASSIGNMENT: Neither the Purchase Order nor any rights or obligations hereunder shall be assigned or delegated by Vendor without the prior written consent of Buyer and any attempted assignment or delegation without such consent shall in no event relieve Vendor in whole or in part of its obligations hereunder.

12. FORCE MAJEURE: Buyer shall have the right to terminate the Purchase Order, without any liability of any kind to Vendor, at any time upon written notice to Vendor in the event that the Purchase Order is suspended for more than 30 days by reason of force majeure.

13. APPLICABLE LAW AND JURISDICTION: The Purchase Order and the rights of the parties hereunder shall be governed by and construed under the laws of the State of Delaware.

14. NONWAIVER: A failure by either party to enforce at any time any provision hereof shall not constitute a waiver of such provision or of the right of such party thereafter to enforce such provision.

15. DEDUCTION AND SET-OFF: Any sums payable to Vendor arising from any transaction or occurrence hereunder shall be subject to all claims and defenses of Buyer and Buyer may set-off and deduct against any such sums all present and future indebtedness of Vendor to Buyer. Buyer shall provide a copy of the deduction voucher(s) for debits taken by Buyer against Vendor’s account as a result of any returns or adjustments. Vendor shall be deemed to have accepted each such deduction unless Vendor, within 30 days following receipt of the deduction voucher, notifies Buyer in writing as to why a deduction should not be made and provides documentation of the reasons given.

16. RESTRICTION ON USE OF CERTAIN HAZARDOUS SUBSTANCES IN ELECTRICAL AND ELECTRONIC COMPONENTS: Vendor warrants that the resale, supply or export of the Goods (whether used as a component or otherwise) by Buyer in any market will not violate any law, directive or regulation, including, but not limited to, Directive 2002/95/EC of the European Parliament and of the Council of 27 January 2003 on the restriction of the use of certain hazardous substances in electrical and electronic equipment (as recast by Directive 2011/65/EU) (collectively, the “Applicable Directives”). Vendor further agrees to provide for each of the Goods delivered a Declaration of Conformity, and upon request of Buyer any necessary supporting technical data regarding compliance with the Applicable Directives by Vendor. Vendor also shall ensure compliance with the obligations set forth in this paragraph 16 by any subcontractors that develop the Goods, or part thereof, on behalf of Vendor.

17. MISCELLANEOUS: All rights granted to Buyer under the Purchase Order shall be in addition to and not in lieu of Buyer’s rights arising by operation of law. Any provisions of the Purchase Order which are typewritten or handwritten by Buyer shall supersede any contrary 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 to the extent covered by a new written agreement. The price set forth in the Purchase Order includes the cost of manufacturing, packaging, labeling, storage, cartage and shipping, unless otherwise specified therein. (Buyer specifically rejects any interest, service or late charges.) Vendor shall not use Buyer’s name, trademarks, logos or service marks or refer to Buyer or any of its affiliates directly or indirectly in any customer list, advertising, sales presentation, news release, release to any professional or trade publication or for any other purposes without Buyer’s prior written approval of such use and of the form and substance of the reference.

18. VENDOR’S EQUAL OPPORTUNITY COMPLIANCE CERTIFICATE: In accepting the Purchase Order, Vendor certifies its compliance with all relevant EEO/AA laws, orders and regulations, the pertinent language of which is hereby incorporated by reference. Vendor certifies specific compliance with E. O. 11246; Section 503 of the Rehabilitation Act of 1973; and Section 402 of the Vietnam Era Veterans’ Readjustment Assistance Act of 1974.