Any offer by the FUJIFILM U.S. entity ("Buyer") identified on the Offer (defined herein), 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 as named on the applicable Purchase Order (the "Vendor"). If any section of the Purchase Order is held to be invalid, the remaining provisions of the Purchase Order shall not be impaired or affected in any way.

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 Vendor’s agreement that it will deliver the Goods and/or the Services, in accordance with the Purchase Order and at the prices and conditions agreed upon by Buyer and Vendor. Vendor hereby 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 writing or acknowledged in written documents, are hereby rejected and shall be of no force or effect. THE PURCHASE ORDER AND ANY RELATED CONFIDENTIALITY AGREEMENT EXECUTED BY THE PARTIES SHALL CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO MODIFICATIONS 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 specifically designated by Buyer or, if not so designated, at Buyer’s facility. If the Goods or the tender of delivery fails in any respect to conform to the Purchase Order, whether by defects in the Goods or by defect in 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 of them, or accept any commercial unit and reject the remainder, and Vendor agrees that if Buyer elects to reject a nonconforming part of the Goods, Buyer’s remedies as to such nonconformities and/or deficiencies. 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 or if the Services are deficient, at Buyer’s option, Vendor shall either give to Buyer a full credit or refund of the purchase price of the rejected nonconforming or deficient Services or, at its expense, shall remedy or perform the Services again in accordance with Buyer’s instructions. Buyer’s expenses for inspection of the Services found to be nonconforming or deficient shall be charged to Vendor or deducted from amounts due Vendor. Buyer’s failure to detect nonconformities in the Goods 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.

3. TITLE, RISK OF LOSS, FREIGHT, INSURANCE AND ROUTING RATES: Unless otherwise provided in the contrary in writing by Buyer in the Purchase Order, 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. Payment of the purchase price of the Goods shall pass clear, unrestricted, and unencumbered and risk of loss for the Goods shall pass to Buyer upon Buyer’s receipt and acceptance of the Goods. Buyer may then return any Goods subject to paragraph 2(a). Buyer or, if not so designated, at Buyer’s facility. Further, unless otherwise provided in the contrary in writing by Buyer in the Purchase Order, Vendor shall be responsible for arranging and paying for all freight, transportation and any related insurance. All Goods shipped, at the cost and risk of FUJIFILM Corporation, must be forwarded by an international freight forwarder as designated by FUJIFILM Corporation. Any difference in freight rates and extra costs of cartage resulting from the failure to use the designated FUJIFILM international freight forwarder shall be deemed deductible from the invoice price and will be charged to Vendor’s account.

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. Such shipment may be returned at Buyer’s option to Vendor at Buyer’s expense and risk. (Buyer shall have the option to call for delivery of the Goods in two or more lots, on prior notice thereof.)

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

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 therefor. Vendor expressly warrants, in addition to all warranties implied by law, that the Goods shall be free from defects in workmanship or materials (and from spoilage, in the case of perishable Goods), including, without limitation, such defects as could create a hazard to life or property and (b) shall strictly conform, in all respects, to all applicable specifications, samples and federal, state and local laws, orders and regulations, including, but not limited to, those regarding occupational safety and health. This Warranty shall survive any inspection, delivery, acceptance or payment by Buyer.

6. THIRD PARTY RIGHTS, PATENT, TRADEMARK, TRADE NAME AND COPYRIGHT: Vendor warrants that the purchase, sale or use of the Goods or any part thereof and/or the Services, sale, receipt or performance of the Services, not infringe any other party’s personal, contractual, or proprietary rights, including any United States or foreign patent, trademark, service mark, trade name or copyright, and Vendor will indemnify Buyer and its affiliates and any of their customers buying or using the Goods and/or receiving the Services from and against any and all claims (including third party claims), demands, liabilities, losses, damages, fines, assessments, judgments, penalties, costs and expenses of any kind (including reasonable attorneys’ fees) in any way relating to any and all alleged and actual infringements or encroachments. Vendor covenants that, upon Buyer’s request and discretion, and at Vendor’s expense, Vendor will defend or assist in the defense of any suit or action which may be brought against Buyer, its affiliates, or those buying, selling, using or receiving any of the Goods and/or the Services supplied by Buyer in infringement of any third party personal, contractual or proprietary rights, including any patent, trademark, service mark, trade name, or copyright. In case the purchase, sale or use of the Goods or any part thereof and/or the purchase, sale, receipt or performance of the Services, are enjoined, Vendor, at its own expense shall either give to Buyer a full credit or refund of the purchase price of, and charges included in, the purchase, sale, use, receipt and performance, as the case may be, are no longer enjoined; or (c) accept the return of said Goods and refund the purchase price and transportation and installation cost, if any, of the Goods and/or the Services. This Warranty shall survive any inspection, delivery, acceptance or payment by Buyer.

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

ii. If a petition is filed by or against Vendor under the bankruptcy laws applicable to Vendor, Vendor makes a general assignment for the benefit of its creditors, a receiver is appointed for any property of Vendor or Vendor is generally unable to pay its debts when due.

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 any of the Services shall constitute a breach of this Agreement for which Buyer may terminate immediately all or any part of the Purchase Order. No acceptance of Goods or Services after the delivery date will waive Buyer’s rights with respect to such late delivery.

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 any of the Services shall constitute a breach of this Agreement for which Buyer may terminate immediately all or any part of the Purchase Order. No acceptance of Goods or Services after the delivery date will waive Buyer’s rights with respect to such late delivery.

(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 from other sources upon such terms and in such manner as Buyer may consider appropriate. Vendor shall not be liable to Buyer demand any amounts exceeding the contract price of, and charges included in, the Purchase Order incurred by the exercise of Buyer’s rights under this paragraph, and Buyer shall continue the performance of the Purchase Order to the extent not terminated.

(c) If the Purchase Order is terminated as provided in paragraph 7(a), Buyer, in addition to any other rights provided herein, may require Vendor to transfer title and deliver to Buyer in the manner and to the extent directed by Buyer any completed Goods and such partially completed Goods and materials acquired from Vendor for the performance of the Services as has been in Vendor’s possession in which Buyer has an interest. Payment for completed Goods delivered to and accepted by Buyer shall be at the applicable contract price.
to, claims of unfair competition, bodily injury, property, or other damage, regardless of whether such claims, demands, liabilities, losses, damages, fines, assessments, judgments, penalties, costs and expenses arise out of or 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 of liability. Vendor shall maintain adequate insurance to cover its liability under the Purchase Order and shall provide copies of the applicable certificate(s) of insurance upon request of Buyer.

9. PERMITS, LICENSES AND TAXES: Unless otherwise expressly agreed in writing, Vendor shall be responsible for export and import clearance and shall pay any and all applicable tariffs, duties and clearance charges imposed by any foreign governmental entity upon the Goods, Services and technology purchased or otherwise transferred hereunder and shall obtain and pay for any and all export and import licenses or permits necessary for performance under the Purchase Order. If by law, regulation, or other official notice, which became effective prior to the date of the Purchase Order, there shall be any increase in any tariff, tax, duty, clearance charge, surcharge, import fee, or any excision 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 to 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 tariff, tax, duty, clearance charges, surcharge, import fee, or other excision.

10. EXPORT AND IMPORT LAWS: Vendor acknowledges that the Goods, Services and/or technology sold or otherwise transferred hereunder may be subject to the Export Administration Regulations (EAR) of the U.S. and other governmental export and import control laws applicable to the purchase, sale, use, export, import or other transfer (collectively, “transfer”) of such Goods, Services and/or technology, in whole or in part, including, without limitation, export and import administration regulations and Executive Orders and regulations administered by the Office of Foreign Assets Control of the U.S. Department of Treasury (referred to as the “Transfer Laws”). Vendor warrants that it is familiar with the requirements and restrictions of all Transfer Laws, and shall comply with such laws at all times. Vendor will defend, indemnify and hold harmless Buyer and its affiliates from and against any and all claims (including third party claims), demands, liabilities, losses, damages, fines, assessments, judgments, penalties, costs and expenses (including reasonable attorneys’ fees) in any way relating to any violation of the Transfer Laws or any transfer of the Products, Services and/or technology, whether direct or indirect, by Vendor.

11. BUYER’S PROPERTY: Vendor acknowledges that all materials, including tools, dies, molds or engineering designs furnished or specifically paid for by Buyer (a) shall be and remain the property of Buyer, (b) shall be subject to removal at any time without additional cost upon demand by Buyer, (c) shall be used only in filling this order for Buyer, (d) shall be kept separate from other materials or tools, and (e) shall be clearly identified as the property of Buyer. Vendor assumes all liability for loss or damage to Buyer’s property, with the exception, in the case of molds, tools, dies, or engineering designs, of normal wear and tear.

12. IMPORTER SECURITY FILING: Vendor shall be responsible for the timely submission of the Buyer of importer security filing information required by United States Customs and Border Protection (CBP). Timely filing will be no less than four days prior to Goods being laden on board the vessel at the origin port. Vendor shall be held responsible for any and all claims (including third party claims), demands, liabilities, losses, damages, fines, assessments, judgments, penalties, costs and expenses (including reasonable attorneys’ fees) and storage and damages assessed by CBP, arising out of or relating to any inaccurate, incomplete or untimely submission or failure to submit the ISF to Buyer.

13. PAYMENT FOR SPECIAL TOOLS, DIES, MOLDS AND ENGINEERING DESIGNS: Payment for special tools, dies, molds and engineering designs will not be made until such time as Buyer approves samples of produced Goods. If a payment for a special die or mold is made and not included in the unit costs of the Goods, the invoice for such Goods and all other goods sold to Buyer shall state, all prices are to be stated in United States dollars. If prices are specified herein, Vendor may not increase the price of ordered Goods before shipment without a revised signed Purchase Order. If price is omitted, it is agreed that the Goods shall be billed at the price last quoted or paid, or the prevailing market price at time of order, for the Goods, whichever is lower.

14. PACKING: A packing slip showing order number must accompany each shipment. Packages must bear Buyer’s order number and show country of origin, gross, tare, and net weights, or quantity as required. No charge for packaging will be allowed by Buyer unless otherwise indicated on the Purchase Orders or scheduling agreement. In the event specialized packaging is required, safety or other reasons, Buyer, in writing, must approve packaging. Where Vendor receives any additional payment for special packaging which payment is not included in the unit price for the Goods, the amount of that payment shall appear on the invoice accompanying Goods and be separately identified as follows: “A separate packing charge of US$ [_____] per unit has been paid by Buyer and is not included in the invoice price.”
24. **COMPLIANCE:** In accepting the Purchase Order, Vendor warrants and 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. Additionally, if Vendor is a subcontractor described in 41 CFR Section 61-250.1 then the contract clause set forth in 41 CFR Section 61-250.10 shall be deemed incorporated herein by reference. Buyer requires and Vendor further warrants and certifies that it will not obtain merchandise from manufacturers/sellers where it has knowledge or has reason to believe that said manufacturers/sellers utilize forced, prison or child labor. Additionally, Buyer requires that its suppliers and contractors comply with all applicable executive orders, federal laws, state laws and related regulations relating to the parties’ general business, customs clearance, marking and employment practices.

25. **CERTIFICATIONS:** Vendor hereby represents and warrants to buyer, and covenants and agrees that it has caused all equipment and equipment parts and components and all other electrical or electronic goods (the “Electrical Goods”) to be approved and certified for use in the United States by a Nationally Recognized Testing Laboratory qualified by the Occupational Safety and Health Administration, and that the Electrical Goods are in compliance with all applicable federal, state and local laws, orders and regulations, including those regarding occupational safety and health. Additionally, if buyer is permitted or authorized to sell, license or otherwise distribute the Electrical Goods in international markets or territories, Vendor hereby further represents and warrants to buyer, and covenants and agrees that it has caused the Electrical Goods to be appropriately certified for use, and the Electrical Goods meet all applicable laws, orders and regulations for product safety in such market or territory. If the Electrical Goods are not at any time certified and in compliance with any of the aforementioned laws, orders or regulations, Vendor at no cost to buyer shall take all steps necessary to modify or replace the Electrical Goods so as to make them so certified or in compliance.