Any offer made by FUJIFILM Wako Automation Corporation ("Buyer") to any seller ("Vendor") 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"), shall be subject to and incorporate the following terms and conditions (together with the Offer and the applicable purchase order issued by Buyer to Vendor, the "Purchase Order"). 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 actual shipment 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 price set forth in the Purchase Order, which shall remain fixed for all orders accepted by Vendor unless otherwise specified herein. 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 and shall be of no force or effect.

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, by Vendor’s plant or regular warehouse at Vendor’s expense. Buyer’s instructions, whether in writing or verbal, with 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 nonconforming Goods and provide a reasonable time to repair or replace the nonconforming Goods, and Buyer may appropriate and sell, at Vendor’s expense, all Goods in Buyer’s possession which Buyer, in Buyer’s judgment, so rejects. Buyer’s acceptance of nonconforming Goods shall be evidenced by Buyer’s written acceptance of such Goods and/or not return of such Goods to 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.

(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, 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 whole or portion of the Goods or Vendor, at its expense, shall repair or replace the nonconforming Goods in accordance with Buyer’s instructions, for Buyer’s account, and the Goods that are nonconforming 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 and/or deficiencies.

3. TITLE, RISK OF LOSS, FREIGHT, INSURANCE AND ROUTING RATES: Unless otherwise provided to the contrary in writing by Buyer in the Purchase Order, Vendor warrants that for both domestic and international shipments of Goods, title shall pass clear, unrestricted and unencumbered, and risk of loss for the Goods shall pass to Buyer at the time of delivery of the Goods or as otherwise agreed in writing by Buyer. Buyer will be responsible for arranging and paying for all freight, transportation and any related insurance. All Goods shipped, at the cost and risk of Buyer, and Buyer will be responsible for all such expenses. Vendor will defend, indemnify and hold Buyer harmless from and against any and all claims (including, without limitation, third party claims), demands, liabilities, losses, damages, fines, assessments, judgments, penalties, costs and expenses (including, without limitation, reasonable attorneys’ fees) in any way relating to the failure of Vendor to perform its

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 Vendor’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 thereof. Vendor expressly warrants, in addition to all warranties implied by law, that the Goods and/or the Services covered hereby shall be: (a) 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 to applicable specifications, drawings, data, samples and federal, state and local laws, orders and regulations, including,

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 purchase, sale, receipt or performance of the Services will not infringe or encroach on any third party’s personal, contractual or proprietary property rights, including, without limitation, any patent, trademark, service mark, trade name or copyright, and Vendor shall indemnify Buyer, its affiliates and their respective customers buying, selling, using or receiving the Goods and/or the Services from and against any and all claims (including, without limitation, third party claims), demands, liabilities, losses, damages, fines, assessments, judgments, penalties, costs and expenses (including, without limitation, reasonable attorneys’ fees) in any way relating to any and all alleged and actual infringements or encroachments.

7. TERMINATION: (a) Buyer, subject to the provisions of paragraph 7(c), by written notice to Buyer, may terminate immediately 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 for the Purchase Order and Vendor’s failure to meet any delivery date specified or failure to timely perform any of the Services specified in the Purchase Order would constitute material breach of the Purchase Order for which Buyer may terminate immediately all or any part of the Purchase Order. No acceptance of the Goods or the 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 and/or the Services from other sources upon such terms and in such manner as Buyer may consider appropriate. Vendor shall remit to Buyer upon 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 Vendor 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, by warranty of sale, one or more lots of goods or parts thereof and/or the Services, (b) modify said Goods and part thereof and/or the Services so that the purchase, sale, receipt and/or performance is/are no longer enjoined; or (c) accept the return of said Goods and part thereof and refund the purchase price and transportation and installation cost, if any, of said Goods and part thereof and/or the Services. Vendor’s warranties set forth herein shall survive any delivery by Vendor and any inspection, acceptance and payment by Buyer.

8. INDEMNIFICATION: In addition to the provisions of paragraphs 6, 10 and 12, Vendor shall defend, indemnify and hold harmless Buyer, its affiliates and their respective customers buying or using the Goods and/or receiving the Services from and against any and all claims (including, without limitation, third party claims), demands, liabilities, losses, damages, fines, assessments, judgments, penalties, costs and expenses (including, without limitation, reasonable attorneys’ fees) in any way relating 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 or relating to any use, possession, transportation, consumption or sale of the Goods and/or any performance or receipt of the Services, including in each case, without limitation, claims of unfair competition, bodily injury, property or other damage, regardless of whether such claims are based on liabilities, losses, damages, fines, assessments, judgments, penalties, costs or expenses arising out of or related to or 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.

15. PAYMENT FOR SPECIAL TOOLS, DIES, MOLDS AND ENGINEERING DESIGNS: Where Vendor receives any additional payment for special packing which is not included in the unit price for the Goods, the amount of that payment shall appear on the invoice accompanying the 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."

16. IMPORTER SECURITY FILING: Vendor shall have the right to terminate the Purchase Order, without any liability to any kind of Vendor, at any time upon written notice to the Buyer in the event that the Purchase Order is suspended for more than 15 days by reason of customs delay.

17. FORCE MAJEURE: "Molds/tools/dies/engineering designs were supplied free of charge by Buyer for purchase of parts and materials normally purchased by Vendor in the ordinary course of its business required by the Purchase Order shall not be construed as an assignment or subcontract.

18. ARBITRATION: Any dispute, claim or controversy arising out of or relating to the Purchase Order or the breach, termination, enforcement, interpretation or validity thereof, including, without limitation, all issues or disputes regarding the existence, validity, scope or applicability of this agreement to arbitrate, the arbitrability of any claims, and the proper parties to the arbitration, shall be determined by arbitration in Los Angeles, California before three arbitrators. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

19. APPLICABLE LAW: The validity, construction and performance of the Purchase Order, the rights of the parties hereunder, and any claim or dispute arising out of or relating to the Purchase Order (whether sounding in contract, tort, statutory law or otherwise) shall be governed by and construed under the laws of the State of California (without giving effect to its principles of conflict of laws). The United Nations Convention on Contracts for the International Sale of Goods shall not govern the Purchase Order.

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

21. CONFIDENTIAL INFORMATION: Vendor shall not disclose to any person or entity outside of its employment, use for any purpose other than to fulfill its obligations under the Purchase Order, any information which is received by Vendor from Buyer and which relates to the Purchase Order, or which is developed hereunder, until such information is made publicly available by Buyer. Upon completion or termination of the Purchase Order, Buyer shall return to Buyer all documents, records, software, hardware, tools, dies, molds, engineering designs, descriptions, customer identification and lists, and/or other material or information received from Buyer and all materials containing said information, all of which Vendor acknowledges are the property of Buyer. In addition, Vendor shall not disclose to Buyer any information of Vendor or any third party that is confidential or otherwise restricted. Vendor agrees that any information received by Buyer from Vendor may be used by Buyer as Buyer sees fit and without legal liability.

22. 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 Vendor may set off and deduct against any such sums all present and future indebtedness of Vendor to Buyer. Vendor shall be deemed to have accepted each such deduction unles 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 for the reasons given.

23. 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 2004/104/EC, as may be amended or recast), or Directive 2011/65/EU (recast by Directive 2015/863) (collectively, the "Restrictions") and 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 23 by any subcontractors that develop the Goods, or part thereof, on behalf of Vendor.

24. 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. The price set forth in the Purchase Order includes the cost of manufacturing, packaging, labeling, storage, cartage and shipping, unless otherwise specified herein. (Buyer specifically rejects any interest, service or late charges.) Unless otherwise expressly agreed in writing, all prices are to be stated in United States dollars. If prices are specified in the Purchase Order, Vendor may not increase the price of ordered Goods or Services before shipment or performance, as applicable, without a revised Purchase Order signed by Buyer. If price is omitted, it is agreed that the Goods and/or the Services shall be billed at the price last quoted or paid, or the prevailing market price at the time of order, for the Goods and/or the Services, whichever is the lowest.

25. **INVOICES:** Vendor’s invoices shall be in English and contain a complete description of the Goods (including, but not limited to, commercial designation, material composition and, if a part of another item, identification of the item of which a part), quantity shipped, unit and total price paid or payable for the Goods with any taxes specifically identified, and any additional statements as provided by the Purchase Order. Vendor’s invoices shall be accompanied by a signed (1) original bill of lading, (2) express "shipper’s collect receipt" or (3) in case of prepaid shipments, original paid transportation bill showing the full amount of all freight and related charges paid. A separate invoice must cover each shipment. Amounts due and owing on invoices shall be for the quantity of the Goods received on the accompanying signed receiving documents, at the price set forth in the Purchase Order or if price is omitted in the Purchase Order, at the price last quoted or paid, or the prevailing market price at the time of order, for the Goods, whichever is the lowest, unless modified by Buyer in writing.

26. **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 Vendor will not obtain merchandise from manufacturers/sellers where Vendor has knowledge or has reason to believe that said manufacturers/sellers utilize forced, prison or child labor. Additionally, Vendor shall comply with all applicable executive orders, federal laws, state laws and related regulations relating to Vendor's and/or Buyer's general business, customs clearance, marking and employment practices.

27. **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, without limitation, 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 so certified or in compliance with any of the aforementioned laws, orders and 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 and in compliance.