

**TERMS AND CONDITIONS OF PURCHASE ORDER**

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**"), shall be subject to and incorporate the following terms and conditions (together with the Offer, 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 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 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 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 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 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 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 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 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 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 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 or deficiencies in the Services shall not affect 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 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 upon Buyer's receipt and acceptance of the Goods, subject to paragraph 2(a), at the place specifically designated by Buyer or, if not so designated, at Buyer's facility. Further, unless otherwise provided to 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 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 hereunder, together with all related packaging, labeling and other material furnished by Vendor (a) 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 to applicable 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. 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 purchase, sale, receipt or performance of the Services will not infringe or encroach on any third 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, selling, using or receiving the Goods and/or the Services 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 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 and subsequent appeal 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 Vendor claiming infringement or encroachment of any third party's 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 elect, with the approval of Buyer (which approval shall not be unreasonably withheld), either to: (a) procure for Buyer, its affiliates and their assigns and customers the right to continue to purchase, sell, use and receive said Goods or part thereof and/or 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) to 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 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 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 material breach of the Purchase Order 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 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 any completed Goods and such partially completed Goods and materials acquired for the performance of such part of the Purchase Order as has been terminated, and Vendor, upon Buyer's direction, shall protect and preserve property in the possession of Vendor in which Buyer has an interest. Payment for completed Goods delivered to and accepted by Buyer shall be at the applicable contract price.
8. **INDEMNIFICATION:** In addition to the provisions of paragraphs 6, 10 and 12, Vendor will defend, indemnify and hold harmless 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 (including 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, but not limited

- 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 or remedy. Vendor shall obtain and 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, TARIFFS 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 governmental entity upon the Goods, Services and/or 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 rule which first becomes effective subsequent to the date of the Purchase Order there shall be any increase in any tariff, tax, duty, clearance charge, surcharge, import fee, or any exaction 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 tariff, tax, duty, clearance charges, surcharge, import fee, or other exaction.
  10. **EXPORT AND IMPORT LAWS:** Vendor acknowledges that the Goods, Services and/or technology sold or otherwise transferred hereunder may be subject to 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 to Buyer of importer security filing information (ISF) as 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 drayage imposed 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 produced Goods, the invoice for the produced Goods must state: "A separate payment of US\$ [\_\_\_\_\_] was received by us from Buyer in connection with tools/dies/molds used in the production of this merchandise. See Purchase Order [\_\_\_\_\_]." If tools, dies, molds or engineering designs are supplied to Vendor free of charge by Buyer, the invoice must state: "Molds / tools/dies/engineering designs were supplied free of charge by Buyer and not included in the unit costs above."
  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 requested for safety reasons, Buyer, in writing, must approve packaging. Where Vendor receives any additional payment for special packing 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."
  15. **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.
  16. **ASSIGNMENT:** Neither the Purchase Order, Vendor's accounts receivable, or 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. Purchases 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.
  17. **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 15 days by reason of force majeure.
  18. **APPLICABLE LAW AND JURISDICTION:** The validity, construction and performance of the Purchase Order as well as the rights of the parties hereunder shall be governed by and construed under the laws of the State of New York (without giving effect to its principles of conflict of laws). Vendor by accepting the Purchase Order irrevocably and unconditionally submits and waives any objection to the jurisdiction of the federal and state courts located in Westchester County, New York for purposes of any suit, action or proceeding arising out of or relating to the Purchase Order, and agrees to take any and all future action necessary to submit to the jurisdiction of such courts. However, Buyer may at its option bring suit, or institute other judicial proceedings, against Vendor in any court in any place where Vendor or any of its assets may be found. The United Nations Convention on Contracts for the International Sale of Goods shall not govern the Purchase Order.
  19. **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.
  20. **CONFIDENTIAL INFORMATION:** Vendor agrees not to disclose to any person outside of its employ, nor to 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, Vendor agrees to return to Buyer upon request (a) all drawings, blueprints, software, hardware, tools, dies molds or engineering supplied, descriptions, customer identification and lists, and/or other material received from Buyer and (b) all materials containing said information, all of which Vendor acknowledges are the property of Buyer. Vendor further agrees not to disclose to Buyer any information of Vendor or any other third party that is confidential or otherwise restricted. It is understood that any information received by Buyer may be used by Buyer as Buyer sees fit and without legal liability.
  21. **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. 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.
  22. **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.) Unless otherwise stated, 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.
  23. **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 part of another item, identification of the item to which a part), quantity shipped, unit and total price paid or payable with any taxes specifically identified, for the Goods, terms of purchase and any additional statements as provided by the Purchase Order. Vendor's invoices shall be accompanied by a signed (1) original bill of lading, or (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, unless modified by Buyer in writing.

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.