TERMS AND CONDITIONS OF PURCHASE ORDER

Any offer by FUJIFILM DIMATIX, 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 oral or electronic transmission, whether in writing or by phone or email, or by way of a formal transmission or otherwise, is 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 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 the rights and duties as set forth in this Agreement and the applicable terms and conditions (the "Agreement"). Vendor agrees to forward 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 herein, in all respects and in all material respects, conditions, whether or not in Vendor’s acknowledgment or in other documents, are hereby rejected and shall be of no force or effect. THE PURCHASE ORDER AND ANY SETTLED EVIDENCE OF THE AGREEMENT BETWEEN THE PARTIES SHALL CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO AMENDMENTS OR MODIFICATIONS SHALL BE MADE EXCEPT IN WRITING SIGNED BY AUTHORIZED REPRESENTATIVES OF BOTH VENDOR AND BUYER.

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 fail in any respect to conform to specifications or the terms and conditions of the Purchase Order or if the Goods are defective or unsatisfactory, Buyer, at its option may reject all or any of the Goods, accept all of them, or accept any commercial unit and reject the remainder, and Vendor shall either give 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 or the terms and conditions of the Purchase Order or if the Services are defective or unsatisfactory, Buyer, in Buyer’s discretion, may either give Buyer a full credit or refund of the purchase price of the rejected nonconforming or defective Services, in which event the Services shall remedy or perform the Services 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 AND RISK OF LOSS: In the Offer, title to the Goods and risk of loss shall pass to Buyer upon delivery. Such shipment may be returned at Buyer’s option to Vendor at Vendor’s expense and risk. Buyer at its option may reject all or any of the Goods, accept all of them, or accept any commercial unit and reject the remainder, and Vendor shall either give 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 in the Goods 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.

4. EXCEPT OR PARTIAL SHIPMENTS OR PARTIAL PERFORMANCE: (a) Buyer may, but is not obligated to, accept shipments that are less than or more than the quantities ordered. Such shipment may be returned at Buyer’s option to Vendor at Vendor’s expense and risk. (Buyer shall have the option of accepting the Goods two or more lots, on 15 days prior written notice from Vendor, which shall include a schedule of delivering or shipping the same.)

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