

FUJIFILM Wako Chemicals U.S.A. Corporation

Terms and Conditions of Purchase

These Terms and Conditions of Purchase (“Terms and Conditions”) apply to all outstanding and future purchase orders (“Purchase Orders”) issued from FUJIFILM Wako Chemicals U.S.A. Corporation, a Virginia corporation, together with all of its business divisions and affiliates (“Buyer”) to sellers, vendors and suppliers (collectively referred to as “Seller”).

Terms and Conditions.

These Terms and Conditions shall govern the purchase of products and services (collectively, “Products”) pursuant to Purchase Orders issued to Seller by Buyer, whether on forms or in communications prepared by either Seller or Buyer (each a “Purchase Order”) subject to any additional terms and conditions appearing on the face of the Purchase Order. Any changes in the Terms and Conditions contained herein must be specifically agreed to in writing signed by an authorized representative of Buyer. In the event of a conflict between these Terms and Conditions and different terms and conditions of purchase of the Seller or as otherwise the Terms and Conditions shall prevail. If the Terms and Conditions conflict with provisions or details of any Purchase Order prepared by Buyer and delivered to Seller, then the provisions of the Purchase Order shall control.

Acceptance of Purchase Orders.

A Purchase Order shall be deemed accepted by Seller in the event Seller fails to provide proper written notice of rejection within forty-eight (48) hours of Buyer’s issuance of the Purchase Order. Any additional terms on any Seller form are rejected and shall not be binding on or enforceable against Buyer.

Prices.

The applicable prices are only those specified on the Purchase Order. Such applicable prices may include all applicable destination charges, taxes and insurance. Seller warrants that the price for the Products are not less favorable than those currently extended by Seller to any other Buyer for the same or similar Products in equal or lesser quantities.

Taxes.

Buyer agrees to pay an amount equal to the applicable federal, state and local taxes, duties and other levies as required by law and expressly set forth on the Purchase Order.

Title and Delivery.

Seller shall ship all Products to Buyer in new condition unless otherwise specified or acknowledged by Buyer in writing. Seller shall fill each Purchase Order in accordance with its terms and the provisions hereof. All Products shall be shipped to or for the benefit of the Buyer at the address set forth on the Purchase Order ("Order Destination"). Title and risk of loss shall pass to Buyer at the time the Products are delivered to the Order Destination. Seller shall convey to Buyer good title, free and clear of all liens, encumbrances and other security interests. Freight charges shall be payable by Seller unless otherwise specified in the Purchase Order. If Seller fails to deliver Products in accordance with the lead-time specified in these Terms and Conditions or the applicable Purchase Order, then Seller will also be responsible for all premium freight charges and any other associated costs required to supply Product to Buyer as soon as possible. Seller acknowledges and agrees that time is of the essence with respect to Seller's performance in accordance with a Purchase Order and for these Terms and Conditions.

Payment.

Subject to the Terms and Conditions contained herein, Buyer will remit payment of the purchase price specified in the Purchase Order (less any applicable discounts or offsets) for each Product within sixty (60) days of the invoice date, provided however that the invoice date shall not be earlier than the date the Products are actually shipped by Seller to the Order Destination. All invoiced amounts shall be subject to a two percent (2%) early payment discount or credit against future purchases for all payments remitted by Buyer within twenty (20) days of Buyer's receipt of such invoice. Buyer shall not be obligated to pay for (a) any Product delivered in excess of the quantity of Product ordered by Buyer; (b) any Product delivered more than seven (7) days in advance of the delivery date set forth on the Purchase Order; or (c) any Product that was discontinued by Seller prior to Buyer's receipt of such Product.

Cancellation/Reschedule.

Buyer may, in its sole discretion, cancel any Purchase Order that has not been shipped by Seller upon written notice by email or otherwise to Seller, without further obligation or liability to Seller.

Inspection and Acceptance.

All Products are subject to inspection, testing and validation as to Product specifications by Buyer. No Product shall be deemed accepted by Buyer until Buyer sends written confirmation of acceptance by email or otherwise to Seller unless otherwise agreed in writing by Seller. In the event Buyer receives a non-conforming Product, Buyer may return at Seller's expense any such non-

conforming Product or Products to Seller for a full refund or a replacement, in Buyer's sole discretion.

Limited Standard Warranty.

Seller hereby warrants to Buyer that for a period of thirty six (36) months following Buyer's acceptance of the Products hereunder (the "Warranty Period") such Product shall: (i) be free from defects in materials, workmanship, and design; (ii) operate in conformity with the performance, functionality, and other specifications contained in the applicable specifications and/or Product documentation; and (iii) conform to all specifications, drawings, and descriptions referenced or set forth in the applicable Purchase Order (collectively, the "Warranty"). During the Warranty Period, Seller shall credit or replace, in Buyer's sole discretion, any Product that fails to conform to the Warranty in any respect whatsoever (each, a "Defective Product"). If Buyer elects a credit, Seller shall grant Buyer a credit equal to the full amount of the purchase price and any other amounts related to the receipt of the Product originally paid by Buyer for the Product. If Buyer elects a replacement, the replacement Product must conform to the Warranty in all respects ("Conforming Product(s)"). Seller shall bear all shipping costs for the return of Defective Products. At the end of the Warranty Period the Seller will make available to the Buyer any technical documentation (including schematic diagrams), repair parts and training for Buyer technicians as may be reasonably required to permit Buyer to maintain and repair the Products.

Indemnification.

Seller agrees to defend, indemnify and hold Buyer and its affiliates and its and their assigns, employees, directors, officers and agents harmless (the "Buyer Indemnities") from and against all damages, losses, judgments, claims, costs and expenses (including reasonable attorney's fees) related to any third party claims against Buyer arising out of (a) any allegation that any Product infringes any patent, copyright, trademark, trade secret or other intellectual property right of a third party and (b) any personal injury, wrongful death or property damage alleged to have been caused by the negligence of Seller or a defect in a Product.

Limitations of Liability.

IN NO EVENT WILL BUYER BE LIABLE TO SELLER OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR BUSINESS INFORMATION, OR OTHER PECUNIARY OR NON-PECUNIARY LOSS) WHETHER BASED ON CONTRACT, TORT, OR OTHER LEGAL THEORY, IN CONNECTION WITH ITS PURCHASE OF GOODS OR SERVICES FROM SELLER. IN NO EVENT WILL BUYER'S LIABILITY ON ANY CLAIM EXCEED

THE SUMS PAID TO SELLER BY BUYER FOR THE SPECIFIC GOODS OR SERVICES GIVING RISE TO SUCH CLAIM.

Returns.

Buyer may return any Product within sixty (60) calendar days of Seller's shipment of the Product to Buyer. Upon receipt of such Product, Seller will credit the Buyer the price of the Product minus any incurred shipping and handling costs.

Confidentiality.

Seller acknowledges that it may receive the confidential or proprietary information ("Confidential Information") of Buyer pursuant to these Terms and Conditions. Such Confidential Information may include, without limitation, any non-public technical and/or business information of Buyer, including any information related to its patents, trade secrets, copyrights, trademarks, software, source code, computer systems, equipment, manufacturing processes, customer lists, supplier lists and/or pricing information. Seller shall not disclose the Confidential Information of Buyer to any third party and shall maintain the Confidential Information using the same degree of care that it uses to maintain its own confidential information, but in no event with less than a reasonable degree of care. Seller shall not use the Confidential Information except as necessary to fulfill its obligations with respect to the sale of Products to Buyer. Seller agrees that any breach of the provisions of this section will cause Buyer irreparable damage not fully compensable by money damages, and that upon such a breach, Buyer shall be entitled to immediate injunctive relief, without the requirement of posting bond.

Force Majeure.

Neither party will be responsible or liable for any delay or failure in performance arising as a result of fire, accident, acts of God, acts of public enemy, cyber-attacks disrupting the business of Seller or Buyer, war, labor disputes, failure or material delays in the transportation networks utilized to ship Product inability to secure product, raw materials or machinery for the manufacturing process, requirements or acts of any government or agency thereof, judicial action or other causes beyond such party's control. In such event, the defaulting party may defer performance for a period equal to the time lost by reason of the delay. If such time exceeds forty-five (45) days, the Buyer may cancel the Purchase Order as to any Products then undelivered without liability to Seller.

Assignment.

Seller will not assign responsibility for the satisfaction of any Purchase Order in accordance with these Terms and Conditions, or subcontract the performance of its obligations hereunder, without the prior written consent of Buyer.

Governing Laws; Disputes.

Any dispute regarding the Purchase Order (including these Terms and Conditions) will be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of laws provisions. In the event a dispute arises under these Terms and Conditions or any Purchase Order, the prevailing party in such dispute shall be entitled to recover its attorneys' fees or arbitration costs. The parties expressly disclaim the operation of the United Nations Convention on the International Sale of Goods with respect to these Terms and Conditions and any Purchase Order(s) issued hereunder.

Severability of Provisions.

In the event any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and the contract created by a Purchase Order and there Terms and Conditions will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Independent Contractors.

The relationship of the parties is that of independent contractors, or of vendor and vendee, and nothing contained herein shall be deemed to (i) create a joint venture or partnership between Seller and Buyer, or (ii) cause either party or any of their respective officers, agents or employees to be or become the agent or employee of the other party for any reason.

Waiver.

No waiver of any provision of these Terms and Conditions (or any right or default hereunder) shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. Any such waiver shall be effective only for the instance given and shall not operate as a waiver with respect to any other rights or obligations under these Terms and Conditions, any Purchase Order or applicable law in connection with any other instances or circumstances.

Complete Agreement.

The Purchase Order, including these Terms and Conditions and all attachments and documents incorporated by reference herein, constitutes the complete and exclusive statement of the Terms and Conditions of the sale contract between Seller and Buyer and supersedes all prior or contemporaneous agreements, representations and/or communications, either oral or written, between the

parties hereto or any representative of such parties with respect to the subject matter hereof.