

General Terms of Purchase of FUJIFILM Europe B.V.

1. Definitions

- 1.1 "FUJIFILM" shall mean FUJIFILM Europe B.V., Oudenstaart 1, 5047 TK Tilburg, The Netherlands;
- 1.2 "Seller" shall mean any natural person or legal entity selling Goods to FUJIFILM;
- 1.3 "Conditions" shall mean the General Terms of Purchase set forth in this document;
- 1.4 "Order(s)" shall mean FUJIFILM's purchase order(s) for the supply of Goods by Seller;
- 1.5 "Contract(s)" shall mean a written contract, agreement, or framework agreement and/or the Order for the purchase of Goods, including and incorporating the Conditions, which is accepted by Seller in accordance with Clause 3.1 below;
- 1.6 "Goods" shall mean any and all goods, services, software, material or other supplies specified in the Order.

2. Scope of application

- 2.1 The Conditions and the Order are the only terms and conditions upon which FUJIFILM is prepared to deal with the Seller for the provision of the Goods and they shall govern the Contract to the exclusion of all other terms and conditions, except if and to the extent otherwise expressly agreed in writing between FUJIFILM and Seller.
- 2.2 FUJIFILM does not recognize any contrary, deviating or additional terms and conditions of Seller, even if FUJIFILM does not expressly object to them and/or accepts the Goods and/or make payments.
- 2.3 Any amendments to the Contract shall have no effect unless expressly agreed in writing and signed by duly authorised representatives of Seller and FUJIFILM with reference to this Clause 2.3. This also applies to any amendment or the abolition of this written form requirement.

3. Conclusion of Contract and Order Cancellation

- 3.1 An Order is accepted by Seller if Seller confirms the Order within five (5) business days in writing. An Order is deemed to be accepted by Seller if Seller does neither confirm nor reject the Order within five (5) business days from the date of receipt of the Order.
- 3.2 FUJIFILM is entitled to cancel an Order as long as Seller has not accepted the Order pursuant to Clause 3.1 sentence 1.

4. Purchase Price and Terms of Payment

- 4.1 The purchase price for the Goods includes all costs for labour, material, documentation, insurance, transport (including packaging) and any other expenses, taxes and duties related to the supply of the Goods.
- 4.2 Unilateral price adjustments by the Seller are not permitted.
- 4.3 The term of payment of Seller's invoices is sixty (60) days from the receipt of the correct invoice (i.e. an invoice complying with the requirements of Clause 4.4 below) and Seller's correct fulfillment of the Contract whichever is later unless stated otherwise in the Order, unless Seller legally qualifies as a "SME" in which case the payment term will be thirty (30) days.
- 4.4 Seller shall submit invoices via e-mail to invoices_fen@fujifilm.com in auditable form, complying with the applicable laws, generally accepted accounting principles and FUJIFILM's requirements, containing the following minimum information: Seller name, address and contact details of the Seller, invoice date, the date of the supply if different from invoice date and if this can be determined, invoice number, order number, Seller number/purchase order number, address of FUJIFILM: FUJIFILM Europe BV, Oudenstaart 1, 5047 TK Tilburg, Netherlands, quantity of Goods delivered, specification of the Goods, price (unit price excluding VAT and total price excluding VAT per VAT rate or exemption and total price), discounts or rebates if not yet included in the unit price, currency, tax or VAT amount in local currency, the VAT rate applied, Sellers tax and/or VAT number and, if legally needed, the applicable VAT number of FUJIFILM Europe BV.
- 4.5 FUJIFILM reserves the right to set off amounts owed to Seller. FUJIFILM is entitled to withhold payments if Seller fails to fulfill any of its obligations under the Contract, including the submission of an invoice according to Clause 4.4. In this case Seller is not entitled to raise any claims against FUJIFILM, in particular no claim for interest (even on a portion of the price), penalties or any other compensation.
- 4.6 The absence of an express rejection of an invoice shall not constitute acceptance thereof. Payment of an invoice shall not constitute acceptance of any Goods ordered or delivered.
- 4.7 In case the Contract will be dissolved or terminated, every undue payment done by FUJIFILM shall be refunded by Seller within seven (7) days after dissolution or termination of the Contract, without any right of compensation of Seller.

5. Delivery Conditions, Transfer of Ownership and Acceptance

- 5.1 Unless agreed otherwise in the Contract, the delivery term shall be DAP (FUJIFILM's address or any other place indicated to Seller by FUJIFILM) in accordance with the Incoterms 2020 published by the International Chamber of Commerce, Paris. All Goods shall be packaged properly to avoid any damage in transit. Upon request of FUJIFILM, Seller shall take back all packaging materials at Seller's costs.
- 5.2 FUJIFILM is entitled but not obligated to return defective Goods or Goods delivered in excess of the quantity agreed upon in the Contract at Seller's expense.
- 5.3 A technical description and a user manual must accompany Goods and is free of charge. Software products will be deemed duly delivered only after all documentation (system-technical and user) has been delivered. With respect to any programs specifically written for FUJIFILM, the program should also be delivered in source code format and in English.
- 5.4 Partial or early deliveries are not permitted. FUJIFILM reserves the right to refuse partial or early deliveries, and in such cases may return the Goods or, at its choice, store them, at Seller's costs and risks.
- 5.5 Ownership (title) to the Goods shall transfer unconditionally to FUJIFILM upon delivery in accordance with Clause 5.1 and clear of all liens, claims, security interests or encumbrances. Unless otherwise expressly agreed, Seller cannot retain title to the Goods until full payment. Risks will, however, remain with Seller until formal acceptance of the Goods. Acceptance of Goods by FUJIFILM must be express and explicit, must be in writing and will represent only FUJIFILM's acknowledgment that a delivery of Goods has been made.
- 5.6 Seller shall warrant a thorough inspection of outgoing goods to ensure a defect-free delivery of the Goods. FUJIFILM will give notice to Seller of such defects within reasonable period of time. Notice of any other defects will be given as soon as those are determined in ordinary course of business.

6. Delivery Time

- 6.1 Delivery dates stated by FUJIFILM in the Order are binding upon Seller, unless otherwise explicitly and separately agreed upon by the parties in writing.
- 6.2 If the Contract is not performed in the specified time, FUJIFILM is entitled to cancel the Contract and to claim damages from the Seller or to accept the late delivery and claim damages from the Seller, in accordance with the mandatory applicable law.
- 6.3 Seller shall immediately notify FUJIFILM in writing of any delays and simultaneously provide all information concerning the reason and/or extent of the delay, as well as details relating to the efforts Seller intends to make in order to avoid delay or expedite delivery.

7. Approval of Seller's Documents

- 7.1 Approval of Seller's documents by FUJIFILM does not relieve the Seller from his exclusive liability for full performance of the Contract. These documents should amongst others contain the corresponding tariff code/statistical number (24 digits).

8. Inspection

- 8.1 Notwithstanding FUJIFILM's right to refuse the Goods during the manufacturing process and delivery, the Seller agrees that:
 - (a) All inspections and tests shall be made as agreed upon in the Contract;
 - (b) All Goods furnished under the Contract shall be subject to inspection by FUJIFILM or by the authority appointed by FUJIFILM at all reasonable times and places before, during and after manufacturing upon indication of FUJIFILM;
 - (c) When inspection is required, the Seller shall give FUJIFILM at least five working days written notice in advance of readiness for inspection;
 - (d) It is the Seller's obligation to repair and/or replace – upon FUJIFILM's discretion - any defect found during the inspection without any cost or delay for FUJIFILM;
 - (e) Inspection or failure to inspect by FUJIFILM or any other authority appointed by FUJIFILM shall neither relieve the Seller of any responsibility or liability with respect to such Goods nor be interpreted in any way to imply acceptance thereof by FUJIFILM.
- 8.2 FUJIFILM is not obliged to inspect or to have the Goods inspected before, during or after delivery by the Seller.

9. Warranty

- 9.1 Seller warrants that the Goods are of satisfactory quality, fit for any purpose expressly or impliedly made known to Seller, are free from defects in material, design, workmanship and the like, and meet Seller's specifications and those specifications separately agreed between Seller and FUJIFILM. Seller furthermore warrants that the Goods shall satisfactorily fulfill the performance requirements expected by FUJIFILM for the normal lifetime period of the Goods, and, if applicable, that the Goods possess the qualities which Seller has held out to FUJIFILM.
- 9.2 Seller warrants that in performing the Contract it fulfils any and all applicable laws, regulations or other statutory requirements applying to the Goods and provides to FUJIFILM the necessary documentation. In particular, the rules concerning hazardous substances as well as the safety recommendations of professional bodies and associations must be observed. Any relevant certifications, testing reports and evidence must be furnished free of charge along with the Goods.
- 9.3 In case of breach of any warranty under clause 9.1 or clause 9.2 or if Seller otherwise fails to comply with any of the terms of the Contract, FUJIFILM shall inform Seller about such breach and FUJIFILM shall be entitled to any or more of the following remedies at its own discretion and at Seller's cost:
 - (a) to terminate the Order according to the provisions of Article 12 (Termination);
 - (b) to accept such Goods with an equitable reduction in price;
 - (c) to request delivery of spare parts for the defective Goods,
 - (d) to request repair services, or
 - (e) to request replacement of Goods.Seller shall provide for the above stipulated remedies immediately but no later than seven (7) days upon notification by FUJIFILM. For the avoidance of doubt, FUJIFILM's right to claim direct or indirect damages shall remain unaffected.
- 9.4 If Seller does not remedy the breach of the warranty in due time, FUJIFILM is entitled to carry out or to instruct a third party to carry out any additional work necessary to ensure the fulfilment of the warranty obligation and/or the Contract at Seller's expense.
- 9.5 The warranty period is at the latest thirty-six (36) months after delivery of the Goods, however twenty-four (24) months from the date the Goods are placed into use or operation by the user, at the latest.
- 9.6 For parts repaired or replaced within the warranty period, the warranty period shall start anew upon the repair or replacement is successfully completed.
- 9.7 Seller shall bear the costs incurred by FUJIFILM due to the breach of the warranties, in particular costs for handling, transport, travelling, labour, material, installation and de-installation of the Goods as well costs for inspections.
- 9.8 Seller shall defend, indemnify and hold FUJIFILM harmless against any and all suits, claims, actions, proceedings, costs, expenses or other charges (including attorneys' fees) brought against FUJIFILM by third parties arising from or in connection with the purchase or sale of the delivered Goods.

10. Liability

- 10.1 Seller shall be fully liable vis-à-vis FUJIFILM for any and all damages caused by Seller whether direct, indirect or consequential in nature.
- 10.2 FUJIFILM does not accept any limitation of Seller's liability, unless separately and expressly agreed between Seller and FUJIFILM.

11. Intellectual Property Rights

- 11.1 Seller warrants and represents that it has valid title to the Goods and the Goods do not infringe any third party Intellectual Property rights.
- 11.2 Seller shall defend, indemnify and hold FUJIFILM harmless against any and all suits, claims, actions, loss, proceedings, costs, expenses or other charges (including attorneys' fees) brought against FUJIFILM by third parties arising from or in connection with the infringement of a third party intellectual property right by the Goods.
- 11.3 If any claim is made or action brought against FUJIFILM arising from or in connection with the infringement of a third party intellectual property right by the Goods, the Seller shall be promptly notified thereof and shall at his own expense conduct all negotiations for the settlement for the same and any litigation that may arise thereof. FUJIFILM shall, at request of the Seller, afford all available assistance for any such purpose and the Seller shall compensate FUJIFILM for all expenses related hereto.
- 11.4 In the event the Goods become the subject of actions or claims of infringement of intellectual property rights, Seller shall either in the shortest possible period obtain the right for FUJIFILM

- to use the Goods or modify or replace the Goods so that the infringement ends. Modification or replacement of the Goods shall never result in a decrease or reduction of the functionality or fitness of the Goods for the particular purpose used by FUJIFILM. If Seller fails to carry out its duties as set out herein, FUJIFILM, with eight business days advance notice, shall be entitled to take such actions as it deems necessary (and recover all expenses related thereto from Seller) and to recover the total cost of the Goods from Seller.
- 11.5 If a Good is jointly developed by FUJIFILM and Seller, FUJIFILM shall automatically obtain all rights of ownership in relation to this Good, such as but not limited to the right (not the obligation) to file a patent application.
- 12. Termination**
- 12.1 In the event Seller fails to comply with any term or condition of the Contract, FUJIFILM shall be entitled, by written notice to Seller and without prejudice to any other remedy, to terminate the Contract in whole or in part without any further liability or obligation, and to recover from Seller all moneys paid by FUJIFILM in respect thereof, any additional costs incurred in procuring replacement Goods from an alternative Seller, and indemnification for losses or damages incurred by FUJIFILM as the result of any Seller's failure. The same shall apply in case Seller fails to make progress in producing or assembling the Goods so as to endanger the timely performance of the Contract in accordance with its terms. Without prejudice to Article 6, the termination shall be made by in writing, fifteen days after the date formal notice of default is given
- 12.2 FUJIFILM is entitled to terminate the Contract with immediate effect by written notice to Seller, in whole or in part, without any further obligation or liability if one of the following events occurs:
- Seller fails to fulfil, does not fulfil in due time or incorrectly performs any obligation arising under the Contract;
 - Seller is not able to pay its debts, or Seller has been declared bankrupt, or insolvency proceedings have been commenced against Seller, or Seller liquidates its business or Seller transfer its business to a third party other than an affiliated group company;
 - A competitor of FUJIFILM acquires an interest in Seller's capital and/or voting rights.
- 12.3 The termination rights of FUJIFILM are without prejudice to its right of compensation for any loss or damage FUJIFILM may have suffered because of the reason of termination of the Contract
- 13. Force Majeure**
- 13.1 The party affected by an event beyond its reasonable control and which could not reasonably have been foreseen or avoided, including (without implying limitation) terrorism, insurrection, epidemic, flood, earthquake or like natural disaster ("Force Majeure") shall immediately notify the other party in writing of said event and furnish the other party with all relevant information and proof relating thereto, and particularly to the period of time said event may delay the timely performance of this Order. Strikes affecting Seller's performance or strikes affecting public transportation as well as events of any type (including those defined as events of Force Majeure hereunder) affecting Sellers' subcontractors or Sellers shall not be considered as events of Force Majeure, and shall not excuse Seller from any non-performance of this Order.
- 13.2 A party claiming to be unable to perform its obligations under a Contract in any of the circumstances set out in clause 13.1 shall notify the other party of the nature and extent of the circumstances in question without unreasonable delay. A Force Majeure event shall release the affected party from its obligations under the Contract as long as the force majeure event continues. However, both parties shall discuss in good faith to come to a solution in order to minimize each party's risk.
- 13.3 If any force majeure event continues for more than one (1) month, the other party shall be entitled to terminate the Contract for cause with immediate effect without being held liable by the other party.
- 13.4 The price for Goods delivered prior to the Force Majeure event remains due and payable only if the Goods can be fully used by FUJIFILM notwithstanding the failure to deliver the remaining Goods of the Order. Any excess amount paid as an advance by FUJIFILM shall be refunded by Seller.
- 13.5 Equipment breakdowns, shortage of materials, or any other cause beyond the reasonable control of FUJIFILM preventing FUJIFILM from the use of the ordered Goods or reducing the needs of FUJIFILM with respect to the Goods shall entitle FUJIFILM at its option to suspend or postpone delivery of the ordered Goods or to terminate in whole or in part the Order without further obligation or liability.
- 14. Export Control**
- 14.1 Seller agrees to comply with all applicable national and international export control and sanctions laws and regulations, including, but not limited to those pertaining to U.S. (re-)export regulations, EU or local export control and sanctions regulations, Catch-all regulations, or the export or import controls or restrictions of other applicable jurisdictions. Seller agrees not to export or re-export, directly or indirectly, any goods, software or technology to any country for which, at the time of export or re-export, an export license or other governmental approval is required, without first obtaining such license or approval.
- 14.2 Seller warrants and represents that neither it or its Affiliates, or directors, have been previously, or are currently, placed on one of the restricted parties lists under European, Japanese or U.S. export control and sanctions regulations. Seller further warrants that it is not currently owned 50% or more, individually or in the aggregate, by one or more restricted parties.
- 14.3 Seller agrees to inform FUJIFILM in writing whether or not the supplied goods, software or technology is U.S. controlled and/or controlled under the export control laws of its own country, and if so, what the export control classification number (ECCN) is. Seller also agrees to notify FUJIFILM immediately in writing in case any export restrictions or license requirements are valid for the deliveries involved. This information should be sent to: trade_compliance_exportcontrol@fujifilm.com
- 14.4 Seller warrants and represents that none of the products that it supplies contain any materials covered by the EU and UK sanctions on Russia and/or Belarus. Seller agrees to inform FUJIFILM immediately with any additional information requested by FUJIFILM. This information should be sent to trade_compliance_exportcontrol@fujifilm.com
- 14.5 Seller shall indemnify and hold harmless FUJIFILM against any claims and/or damages incurred due to breach of the foregoing.
- 15. Authorised Economic Operator**
- 15.1 FUJIFILM is an Authorised Economic Operator (AEO) as referred to in Union Custom Code (Regulation (EU) No 952/2013). Goods, which are stored, forwarded or carried by order of the AEO, which are delivered to the AEO or which are taken for delivery from the AEO:
- Are stored, prepared and loaded in secure business premises and secure loading and shipping areas by Seller;
 - Are protected against unauthorized interference during storage, preparation, loading and transport by Seller;
 - Reliable staff is employed by Seller for the storage, preparation, loading and transport of these goods;
 - Business partners of the Seller who are acting on behalf of the AEO are to be informed that they also need to ensure the supply chain security as mentioned above
- 16. Corporate Social Responsibility**
- 16.1 The Seller warrants and represents that it is conducting business in a manner that meets or exceeds the ethical, legal, commercial and public expectations that society has of business by contributing to a better society and a cleaner environment as well as integrating social and environmental concerns in its business operations and in its interaction with the stakeholders.
- 16.2 The Seller undertakes to adhere in its business operations to the general principles of corporate responsibility as set out in FUJIFILM Europe Supplier Code of Conduct as published at: www.fujifilm.com/nl/en/about/hq/sustainability
- 17. Insurance**
- 17.1 Seller is obliged to set up and to keep an adequate and sufficient insurance for all its main and collateral performances of its contractual duties during the contract period with FUJIFILM. Seller will provide FUJIFILM upon request with an insurance certificate documenting the various insurances.
- 18. Confidentiality**
- 18.1 Seller shall hold in strict confidence any and all proprietary technical and business information furnished or disclosed by FUJIFILM under the Contract including but not limited to business data, technical specifications, drawings, standards, designs and all other documents supplied to Seller (hereinafter referred to as "**Confidential Information**"), and shall not use such Confidential Information for any other purpose than that provided in the Contract.
- 18.2 Seller undertakes and warrants that it subjects employees and sub-contractors, if any, to the same level of confidentiality as set forth in this clause 18. This clause will survive the term of the Contract for a period of five (5) years
- 19. Assignment / Subcontractors**
- 19.1 Seller shall not assign any rights under the Contract or any receivables due from FUJIFILM to any third party without the prior written consent of FUJIFILM.
- 19.2 Seller is not entitled to assign the performance of the Contract to sub-contractors, unless expressly agreed in writing between Seller and FUJIFILM.
- 20. Final Provisions**
- 20.1 These Conditions and the Contract shall be governed by and construed in accordance with the substantive laws of the Netherlands, excluding its conflict of law rules. The UN-Convention on Contracts for the International Sale of Goods is expressly excluded.
- 20.2 Should a dispute arise from or in connection with a Contract, such dispute shall be subject to the exclusive jurisdiction of the Court "Zeeland-West-Brabant" in Breda, The Netherlands as far as Seller is located within the EU. If Seller is located out-side the EU all disputes arising out of or in connection with a Contract shall be finally settled under the Arbitration Rules of the Netherlands Arbitration Institute in Amsterdam, the Netherlands. All proceedings shall be in English and the number of arbitrators shall be one (1).
- 20.3 Should a provision of these Conditions or the Contract or a provision later on included in the Contract be or become null and void as a whole or in part, or should a gap in these Conditions or the Contract become evident, this does not affect the validity of the remaining provisions. Instead of the null and void provision, or in order to fill the gap, such valid and practicable regulation is deemed to be agreed with effect ex tunc that in legal and economic terms comes closest to what the parties intended or would have intended in accordance with the purpose of the Contract if they had considered the point at the time of conclusion of the Contract.