

## GENERAL PURCHASE CONDITIONS | FUJIFILM PORTUGAL, S.A.

### 1. Definitions

- 1.1 "Goods or Services" means any and all products, goods, services, including software, that are specified in the Order;
- 1.2 "Conditions" means the General Terms of Purchase set forth in this document;
- 1.3 "Contract(s)" means a written contract, agreement, or framework agreement and/or the Order for the purchase of Goods or Services, including and incorporating the Conditions, herein accepted by Seller in accordance with Clause 3.1 below;
- 1.4 "FUJIFILM" means FUJIFILM Europe GmbH - Sucursal em Portugal, with head office at Edifício Tower Plaza, Rotunda Eng. Edgar Cardoso, 23, 109, Vila Nova de Gaia, Portugal;
- 1.5 "Order(s)" means FUJIFILM's purchase order(s) for the supply of Goods or Services by the Seller;
- 1.6 "Seller" means any natural or legal person selling goods or providing services to FUJIFILM;

### 2. Scope of application

- 2.1 The Conditions and the Order are the only Terms and Conditions accepted by FUJIFILM in its relationship with Seller for the supply of the Goods or Services. These govern exclusively the entire contractual relationship, unless otherwise expressly agreed in writing between FUJIFILM and the Seller.
- 2.2 FUJIFILM does not recognize any other Terms and Conditions of the Seller that do not perfectly match the Contract and the Conditions, even if FUJIFILM does not expressly oppose them and/or accept Goods or Services and/or make payments.
- 2.3 Any amendment to the Contract shall have no effect unless expressly agreed in writing and signed by the duly authorized representatives of Seller and FUJIFILM, with reference to this Clause 2.3.

### 3. Conclusion of the Contract and Order Cancellation

- 3.1 An Order is deemed to be accepted by the Seller when the Seller confirms it in writing within five (5) business days. In the absence of confirmation or rejection, an Order shall be deemed to have been accepted if the Seller has not given a decision on the Order within five (5) business days from the date of its receipt.
- 3.2 FUJIFILM is entitled to cancel an Order as long as the Seller has not accepted the Order pursuant to the first part of Clause 3.1.

### 4. Purchase Price and Payment Terms

- 4.1 The purchase price of the Goods or Services includes all costs of labor, material, documentation, insurance, transportation (including packaging) and any other expenses, taxes and duties related to the supply.
- 4.2 Unilateral price adjustments by the Seller are not allowed.
- 4.3 The term of payment of them Seller's invoices starts with the receipt of the invoice that satisfies the requirements of Clause 4.4 or, in a subsequent case, after the Seller's full compliance with the provisions of the Contract, unless otherwise stated in the Order.
- 4.4 Seller shall submit the invoices in accordance with the applicable legislation, and complying with the mandatory accounting principles, as well as the requirements of FUJIFILM, containing the following minimum information: Seller's name, address and contact details, invoice date, date of delivery, if different from the invoice date, invoice number, order number, supplier number/purchase order number, address of FUJIFILM (Edifício Tower Plaza, Rotunda Eng. Edgar Cardoso, 23, 10, Vila Nova de Gaia, Portugal), quantity of Goods or Services delivered, specification of Goods or Services, price (unit price excluding VAT and total price excluding VAT or VAT exemption and total price), discounts or deductions, if not included in unit price, currency, tax or VAT amount in local currency, VAT rate applied, tax on suppliers and/or VAT number and, if legally needed, tax number of FUJIFILM ( 980456517).
- 4.5 FUJIFILM reserves the right to set off amounts due to Supplier. FUJIFILM is entitled to withhold payments if Seller fails to perform any of its obligations under the Contract, including the submission of an invoice in accordance with Section 4.4. In this case, the Seller is not entitled to raise any claims against FUJIFILM, in particular, no claim for interest, penalties or any other compensation.
- 4.6 The absence of express rejection of an invoice shall not imply its acceptance. Payment of an invoice does not imply acceptance of any Goods or Services ordered, delivered or provided.
- 4.7 In the event that the Contract ceases, any undue payment at termination date made by FUJIFILM shall be refunded by the Seller within seven (7) days after the termination of the Contract without any compensation due to the Seller.

### 5. Delivery Time

- 5.1 The delivery dates indicated by FUJIFILM in the Order are binding upon the Seller unless otherwise agreed by the parties by writing.
- 5.2 The failure to comply with the agreed deadlines FUJIFILM is entitled to terminate the Contract or demand compensation for damages caused by the delay.
- 5.3 Seller shall promptly notify FUJIFILM in writing of any delays and at the same time provide all information regarding the reason and/or extent of the delay as well as details of the efforts the Seller intends to make to avoid delays or to expedite delivery.

### 6. Warranties

- 6.1 The Seller warrants that the Goods or Services provided are of satisfactory quality, fit for any purpose expressly or impliedly disclose to the Seller, free from defects in material, design, workmanship and alike, and meet the Seller's specifications and those specifications separately agreed between Seller and FUJIFILM. Seller furthermore warrants that the Goods or Services will satisfactorily fulfill the performance requirements expected by FUJIFILM for their normal lifetime period, and, if applicable, that the Goods or Services possess the qualities which the Seller has held out to FUJIFILM
- 6.2 The Seller warrants that in executing the Contract it will comply with all applicable laws, regulations or other legal requirements and provide FUJIFILM with all necessary documentation. In particular, the rules on dangerous substances as well as the safety recommendations issued by any competent body are observed. Any certifications, test reports and tests are provided free of charge with the Goods or Services.
- 6.3 In the event of breach of any warranty under clause 6.1 or clause 6.2 or if Seller otherwise fails to comply with any of the terms of the Contract, FUJIFILM shall inform the Seller about such breach and FUJIFILM shall be entitled to any of the following remedies at its own discretion and at Seller's cost:
- (a) to terminate the Order according to the provisions of Clause 9 (Termination);
- (b) to accept such Goods or Services with an equitable reduction in price;
- (c) to request delivery of spare parts for the defective Goods or Services,
- (d) to request repair services, or
- (e) to request replacement of Goods or Services.
- Seller shall provide the remedies set forth above, immediately, no later than seven (7) days after FUJIFILM's request. For the sake of clarity, the above solutions do not prejudice the right to compensation for any other damages suffered by FUJIFILM.
- 6.4 If the Seller does not offer the solution indicated by FUJIFILM in due time, FUJIFILM is entitled to execute directly or instruct a third party to do so, any additional work necessary to ensure compliance with the warranty obligation and/or the Contract, at the Seller's expenses.
- 6.5 The warranty period is or twenty-four (24) months after delivery of the Goods or Services.
- 6.6 Parts repaired or replaced during the warranty period will have a new full warranty period, from repair or replacement, as applicable.
- 6.7 The Seller shall bear the costs incurred by FUJIFILM due to the breach of warranties, in particular the costs of handling, transportation, labor, materials, installation and de-installation of the Goods or Services, as well as costs of inspections.
- 6.8 Seller shall defend, indemnify and hold FUJIFILM harmless against any and all proceedings, claims, actions, and in respect of costs, expenses or other charges (including attorneys' fees) initiated against FUJIFILM by a third party and related to the purchase or sale of the Goods or Services.

### 7. Liability

- 7.1 The Seller shall be fully liable to FUJIFILM for any and all damages caused by it, regardless of its nature.
- 7.2 FUJIFILM does not accept any limitation of Seller's liability, unless expressly agreed otherwise.

### 8. Intellectual Property Rights

- 8.1 Seller warrants and represents that it owns the Goods or licenses on the Services and that they do not infringe the intellectual property rights of third parties.
- 8.2 The seller shall indemnify and hold FUJIFILM harmless in any and all proceedings, claims, actions, and in respect of costs, expenses or other charges (including attorneys' fees) initiated against FUJIFILM by a third party and related to the violation of a right intellectual property related to the Goods or Services.
- 8.3 If any claim or action is brought against FUJIFILM arising from or in connection with the infringement of a third party intellectual property right in regarding the Goods, the Seller shall be promptly notified and, on its own expense, conduct all negotiations for the same and any litigation that may arise. FUJIFILM shall, at Seller's request, provide all assistance for such purpose and the Seller shall compensate FUJIFILM for all related expenses.
- 8.4 In the event that the Goods or Services become the subject of actions or claims related to the infringement of intellectual property rights, the Seller shall, within the shortest possible period, obtain the inherent right for FUJIFILM to use the Goods or Services or modify or replace the Goods or Services so that the infringement ends. Modification or replacement of the Goods or Services shall never result in a decrease or reduction of the functionality or fitness of the Goods or Services for the particular purpose used by FUJIFILM. If Seller fails to comply with its obligations under the Contract, FUJIFILM may take any action deemed necessary (and require payment of all Seller-related expenses) as well as require reimbursement of the total cost of the Goods or Services to the Seller.
- 8.5 If a Good or Service is jointly developed by FUJIFILM and Seller, FUJIFILM shall automatically consider itself to be the owner of all property rights in respect of such Good or Service, such as the right (not the obligation) of submit a patent application.

### 9. Termination

- 9.1 In the event that the Seller fails to comply with any term or condition of the Contract, FUJIFILM may, by written notice to Seller and without prejudice to any other remedy, terminate the Contract in whole or in part without any further liability or obligation, and recover all the amount paid by FUJIFILM to Seller under this Contract, any additional costs incurred in connection with the purchase of Goods or Services for replacement of an alternate supplier, as well as compensation for loss or damage incurred by FUJIFILM as a result of any failure by Seller. The same shall apply if the Seller is unable to produce the Goods or develop the Services, thereby jeopardizing the timely performance of the Contract. Notwithstanding clause 5, the resolution shall be communicated to Seller in writing within 15 days of the date on which the formal notice of non-compliance was forwarded.
- 9.2 FUJIFILM is entitled to terminate the Contract in whole or in part with immediate effect upon written notice to Seller if:
- a) The Seller does not, or does not comply in a timely or correct manner, with any obligation arising from the Contract;
- b) The Seller is declared insolvent or has been initiated against it an insolvency proceeding;
- c) The Seller transfers its contractual position without the prior written consent of FUJIFILM;
- d) A competitor of FUJIFILM acquires a stake in the share capital and/or the voting rights of the Seller.
- 9.3 FUJIFILM's termination rights are without prejudice to the right to compensation for any loss or damage that FUJIFILM may have suffered due to termination of the Contract.

### 10. Force Majeure

- 10.1 The party affected by an event beyond its reasonable control that could not have been reasonably foreseen or avoided, including (without limitation) terrorism, insurrection, epidemic, flood, earthquake, or natural disaster (each of which is a Force Majeure event) shall immediately notify the other party in writing of such event and provide all relevant information and evidence, and in particular the time period in which the event may delay the timely execution of the Request. Strikes that affect the performance of the Seller, or that affect transportation, as well as events of any kind (including those defined herein as Force Majeure events) affecting subcontracted Sellers or suppliers should not be considered Force Majeure events and not shall exempt Seller from non-performance of the Order.
- 10.2 A party claiming to be unable to fulfill its obligations under the Contract in any of the circumstances provided for in clause 10.1 shall notify the other party of the nature and extent of the circumstances in question without 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 agree in good faith on a solution to minimize the risk of each party.
- 10.3 If any Force Majeure event continues for more than one (1) month, the other party may terminate the Contract with immediate effect without being liable to the other party.
- 10.4 The price of Goods delivered or Services rendered prior to the Force Majeure event remain due only if the Goods or Services can be fully used by FUJIFILM. Any excess amount paid as an advance by FUJIFILM will be refunded by Seller.
- 10.5 Equipment breakdowns, shortage of materials or any other cause beyond the reasonable control of FUJIFILM that prevents FUJIFILM from using the Goods or Services or reducing the needs of FUJIFILM in relation to the Goods or Services implies that FUJIFILM may suspend or delay the delivery of the Goods or Services or cancel the Order in whole or in part without any obligation or additional responsibility.

### 11. Confidentiality

- 11.1 Seller shall maintain in strict confidence any and all technical proprietary information provided or disclosed by FUJIFILM under this Contract, including but not limited to business data, technical specifications, drawings, standards, designs and all other documents provided to the Seller ("Confidential Information") and it must not use such Confidential Information for any purpose other than what is provided in the Contract.
- 11.2 The Seller undertakes and warrants that employees and subcontractors, if applicable, will be subject to the same level of confidentiality set forth in this clause 11. This clause shall survive for a period of five (5) years after termination of the Contract.

### 12. Assignment / Subcontracting

- 12.1 Seller may not assign any rights or receivables under the Contract to any third party without the prior written consent of FUJIFILM.
- 12.2 Seller is not entitled to assign the performance of this Contract to subcontractors without the prior written consent of FUJIFILM.

### 13. Final provisions

- 13.1 These Conditions shall be governed by and construed in accordance with Portuguese law, with express waiver of any other. The United Nations Convention on Contracts for the International Sale of Goods or Services is expressly excluded.
- 13.2 In the event of a dispute arising out of the Contract, the courts of Vila Nova de Gaia shall have exclusive jurisdiction.