

General Terms of Delivery and Payment FUJIFILM Austria GmbH – English Translation

1. Scope

1.1 These Terms of Delivery and Payment (hereinafter “Terms”) and any special agreements shall exclusively govern the sale of machinery, appliances, systems, materials, components and other products (hereinafter “Product”). Contrary, different or supplementary contract terms of the buyer shall not apply, even if not expressly rejected, or if we accept or perform a service without reservation, though in awareness of them.

1.2 Additions, amendments and other special agreements shall require our written confirmation in order to be effective. The same shall apply to cancellation of the said requirement of written form.

1.3 These Terms shall be binding only on entrepreneurs as defined in the Austrian Commercial Code (“UGB”), legal persons under public law (“juristische Personen des öffentlichen Rechts”), or special assets governed by public law (“öffentlich-rechtliche Sondervermögen”).

2. Conclusion of contract

2.1 Our offers shall always be non-binding and subject to confirmation. We may amend them without prior notice, unless they are expressly identified in writing as binding or contain a deadline, set in writing, for acceptance.

2.2 We may accept the buyer's orders within a two-week period upon receipt. A contract with us shall only become effective if we give written confirmation of an order or carry out the delivery.

2.3 The presentation of our products on websites accessible via the internet (e.g. webshops) is to be considered as an “invitatio ad offerendum” and does not constitute an offer. By submitting an order to us via the internet, the buyer is making an offer. Subsequently, the buyer will receive a confirmation of receipt of the order by email from us. This confirmation of receipt does not constitute a legally binding acceptance of the offer. The same applies to the acceptance of orders received by phone or in person. In these cases, acceptance by us only occurs once we confirm the order in writing or deliver the goods. In the case of electronic, phone, or verbal orders, acceptance of the offer is always subject to the availability of the ordered product. If the product is not available or not available in the quantity ordered, we will inform the customer of this fact in electronic, written, phone, or verbal form.

2.4 All information about the Product's features which we supply in advertising, brochures, offers or order confirmations shall be deemed non-binding indications only and not part of the agreed quality of the Product, unless expressly agreed in writing as information on the quality of the Product. Guarantees, especially as to the quality of the Product, shall only be binding on us to the extent agreed in writing, if they are expressly described as a ‘guarantee’ or ‘guarantee of quality of Product’ and if they expressly set forth our obligations deriving from such guarantees.

3. Prices and Price Revision

3.1 Unless otherwise agreed, quoted selling prices shall be understood in Euro plus value-added tax at the applicable statutory rate, plus packaging costs.

3.2 We shall charge an additional minimum quantity surcharge and a handling charge on orders which fall below our notified

minimum order threshold or notified minimum order quantity. The buyer shall meet extra costs deriving from special dispatch mode requirements (e.g. express carriage).

3.3 We reserve the right to adjust the prices to be paid at our reasonable discretion based on the development of costs relevant for price calculation. A price increase may be considered and a price reduction may be made if, for example, costs for the procurement of materials for products (such as auxiliary materials, operating materials), energy, or logistics costs increase or decrease, or if other changes in economic or legal conditions lead to a changed cost situation. Increases in one type of cost, such as raw material costs, may only be used to justify a price increase to the extent that they are not offset by any potential decreases in costs in other areas, such as sales costs. In the case of cost reductions, such as transport or packaging costs, the seller shall reduce prices to the extent that these cost reductions are not fully or partially offset by increases in other areas. When exercising our reasonable discretion in adjusting prices, we will choose the respective timing of a price change in a way that cost reductions are not taken into account in a manner less favorable for the buyer than cost increases, meaning that cost reductions become price effective to at least the same extent as cost increases.

4. Payment Terms

4.1 Our invoices are to be paid in full, without any deductions, within 30 days from the invoice date, unless otherwise agreed. If this payment deadline is missed, the buyer comes into default without further notice. The timely payment is considered as received once the invoice amount is credited to the account specified by us (cf. § 907a ABGB). Late payment interest of 15% will be charged by us from the 3rd reminder onwards. The buyer agrees to pay reasonable reminder fees of up to € 50.00 for necessary and appropriate measures or reminders to collect the overdue payment.

4.2 In the event that the buyer comes into default repeatedly in the case of an ongoing delivery relationship, we reserve the right to amend the agreed payment terms for future deliveries (e.g. request advance payment) or withhold future deliveries until an appropriate security has been provided.

4.3 If it emerges, after conclusion of the contract, that the buyer's fulfilment of its contractual obligations is at risk due to its financial situation (especially in case of suspension of payment, filing for insolvency proceedings, seizure or enforcement measures, protesting of bills or cheques and returns of debit notes, to or affecting third parties or others) or due to other impediments to performance (e.g. export or import bans or failure of other suppliers) we may, at our sole discretion, withhold deliveries until receipt of all payments arising from outstanding claims against the buyer, or until provision of the appropriate collateral security. For claims which are not yet due, including cases where framework agreements or supply contracts require us to perform in advance, and claims with no intrinsic or economic relation with the delivery, this shall only apply if it is in our own, justified interest. Provided that the above conditions of advance payment or provision of security are met, we may rescind the respective contract if we have requested the buyer to comply with them and the buyer has not made the required advance payment or provided the security within two weeks of receipt of such request.

4.4 The buyer can only offset against undisputed claims or claims determined as legally binding. The same shall apply to the exercise of rights of refusal to perform and of retention.

5. Delivery and delayed Acceptance

5.1 Unless otherwise agreed, deliveries shall be EXW (Incoterms 2020) at our site, or, as the case may be, elsewhere as designated by us. In case of sale by delivery to a place according to the buyer's instruction ("Versendungskauf"), the risk of loss, damage or destruction of the Product shall pass to the buyer no later than commencement of the loading process (§ 429 AGBG).

5.2 Specified delivery dates or deadlines shall be non-binding, unless expressly agreed in writing as binding. The buyer may make a written delivery demand to us four weeks after we have missed a non-binding delivery date or non-binding delivery deadline. After receipt of such written demand and elapse of such reasonable deadline, we shall come into default of delivery provided that we are responsible for the default of delivery. If the buyer does not fulfil its obligations of co-operation in relation to the delivery in time or does not make an agreed down-payment, the delivery deadlines shall be extended, or the delivery dates postponed by a corresponding period of time.

5.3 If an agreed delivery and/or installation date is not met by the buyer due to reasons beyond our control (default of acceptance, "Annahmeverzug"), the risk shall pass to the buyer at the beginning of this date and the buyer shall bear all disadvantages and damages that result from the non-compliance with the deadline; in particular, the buyer is obligated to reimburse any additional expenses (e.g. storage and transportation costs). This also applies in the event that the buyer fails to fulfill a duty to cooperate.

5.4 We hereby reserve the right of correct and timely receipt of supply. If we are prevented from fulfilling our contractual obligations due to force majeure, e.g. war, terrorism, unrest, natural disaster, fire or other unforeseeable circumstances beyond our control, such as strike or lawful lockout, disruption to operations or transport, raw material procurement difficulty or non-delivery by our suppliers, the agreed delivery deadlines shall be extended or the agreed dates postponed, respectively by the duration of such prevention plus a reasonable recommencement period. Such circumstances shall still be beyond our control if they occur during existing default. We shall inform the buyer as soon as possible of the commencement and expected ending of such circumstances. If prevention lasts two months or longer, both parties may withdraw from the affected contract.

5.5 The buyer shall come into default of acceptance ("Annahmeverzug") if it does not accept the Product on expiry of the binding delivery deadline or on the binding delivery date. If the delivery deadline or date is non-binding, we may inform the buyer that the Product is ready for acceptance. If the buyer does not accept the Product within one week of receipt of such notice of readiness, it shall fall into default of acceptance.

5.6 The risk of loss, damage or destruction of the Product shall pass to the buyer no later than the time of default of acceptance. If the buyer is in default of acceptance, we may invoice it for our additional expenses thereby incurred. We may charge 0.1% of the invoice amount as a flat rate of compensation for the costs per calendar day of storage of

the Product limited to 1% per calendar month. Further rights remain unaffected.

5.7 We shall be entitled to partial deliveries, if the buyer can reasonably be expected to receive them, having regard to its interests. Such entitlement shall especially exist if the delivery of the remaining Product ordered is assured and the buyer thereby incurs no significant extra expense or costs. Each partial delivery may be invoiced separately.

5.8 We hereby reserve the right to apply technically necessary or useful modifications to the Product throughout the delivery period, provided that the buyer can reasonably be expected to accept them, having regard to its interests. We shall immediately inform the buyer of the nature, content and scope of such modifications.

5.9 The buyer shall immediately return returnable packaging (e.g. packaging for multiple use) to us at its own expense. A deposit shall be charged on returnable packaging and credited after return. We shall not take back transport packaging and all other packaging in the terms of the Packaging Ordinance ("Verpackungsverordnung"), except pallets. The buyer shall dispose of such packaging at its own expense. The third and fourth sentence of this Clause 5.9 shall not apply if the buyer is a private end-consumer ("Endverbraucher") within the meaning of the Packaging Ordinance.

6. Installation, Acceptance

6.1 If we carry out the erection, installation or commissioning of the Product on the buyer's premises, the buyer shall be responsible for preparing the future site of the Product at its own expense, in accordance with our instructions for the installation.

6.2 In cases of Clause 6.1, the buyer shall accept the Product immediately on completion of our works, by issuing a written declaration of acceptance. Acceptance shall not be refused for minor defects. The Product shall be deemed accepted if the buyer does not accept it within a reasonable timeline set by us, although the buyer is legally obliged to do so.

6.3 Apart from a test or trial run conducted under our supervision, the buyer shall not commission the Product before acceptance. In case of breach of the afore-mentioned obligation, the Product shall be deemed accepted.

7. Notification of Defects and Damages

7.1 The buyer's rights in respect of defects shall be conditional upon due fulfilment of all obligations of examination and complaint § 377ff of the Austrian Commercial Code („UGB"). Complaints shall be made immediately in writing and specifically describe the defect. Identifiable defects shall be notified to us no later than one week upon delivery; hidden defects shall be notified within one week upon detection. Claims for defects notified with delay shall be barred. Acceptance of the Product shall not be withheld due to minor defects. The buyer shall meet the costs of examining the Product. The defective Product shall be made available to us on request, for checking/testing.

7.2 Clause 7.1 shall also apply if we have agreed to deliver the Product directly to a third party ("Streckengeschäft"). In such case the third party may notify the defect.

7.3 If we dispatch the Product, the buyer shall immediately check the delivered object (Product) on receipt for visible external damage or wrong quantities to secure its right of recovery

against the carrier. If such damage or error is found, the buyer shall note the cause and extent of the damage on the consignment note and have this confirmed by the signature of the carrier's delivery staff. The buyer shall notify damages which are not visible from outside or wrong quantities to the carrier in writing immediately after the detection of the damage, however no later than seven days from delivery. The notification shall state the cause and extent of such damage. The buyer shall immediately inform us in writing of the damage or wrong quantity and notification. There shall be no claims for losses incurred during transport which have not been duly notified.

7.4 In the event of violations of § 377 of the Austrian Commercial Code ("UGB"), the customer may no longer assert claims for warranty (§§ 922ff ABGB), damages due to the defect itself (§ 933a ABGB), as well as claims based on a mistake regarding the absence of defects in the product (§§ 871 ff ABGB) or for laesio enormis (§ 934 ABGB).

8. Warranty Rights

8.1 The buyer's rights in respect of defects shall be time-barred one year from delivery of the Product according to Clause 5.1; in the cases as per Clause 6.1, such warranty period shall commence on acceptance of the Product. No such restrictions shall apply (a) if a defect is fraudulently not disclosed or (b) if a guarantee of the quality of the Product was provided (in this regard, the rules of liability and/or period of prescription arising from the guarantee shall also apply). In the event of compensation claims, such restrictions shall also not apply in the following cases: (a) culpable injury of life, body or health; (b) wilful misconduct and (c) gross negligence of our managerial staff ("leitende Angestellte") or our authorized directors ("Organe").

8.2 If the delivered Product is defective, we shall have the choice of subsequent fulfilment ("Nacherfüllung") by rectification of the defect ("Nachbesserung") or delivery of a fault-free product ("Nachlieferung"). Subsequent fulfilment shall not be construed as admission of any legal obligation. In the case of rectification of the defect, the remainder of the original warranty period shall commence on completion of the rectification measures or redelivery of the repaired Product. The same shall apply in case of substitute supply.

8.3 The place of performance of subsequent fulfilment shall be the originally agreed place of delivery, where we made the Product ready for collection or dispatch. In the cases of Clause 6.1, the place of performance of subsequent fulfilment shall be the place of completed erection, installation or commissioning of the Product. The buyer shall have no claims for expenses necessary for subsequent fulfilment, especially carriage, tolls, labour and material costs, where such expenses arise because the Product was subsequently brought to a place other than that originally agreed for delivery. Costs of fitting and removing the Product shall also be excluded, except and to the extent of erection, installation or commissioning of the Product carried out by us as per Clause 6.1. We shall be entitled to invoice the buyer for any additional costs. The buyer shall only be entitled to claim such costs in the context of compensation as per Clause 9.

8.4 In case of definitive failure of subsequent fulfilment, the buyer shall be entitled to reduce the purchase price (§ 932 para. 4 ABGB) or to rescind the respective contract.

8.5 The buyer shall have no rights in respect of defects in cases of natural wear and tear or damage occurring through

incorrect use, inappropriate storage or failure to observe the manufacturer's assembly or operating instructions after the passing of risk. The same shall apply to work on, or other tampering with, the Product unless the buyer can prove that the defects it claims were not caused thereby.

8.6 The costs reasonably incurred through unjustified defect complaints shall be borne by the buyer. The same shall apply if we erroneously grant rights in respect of defects, although we are under no obligation to do so.

8.7 If complaints are made because of defective light-sensitive material, the buyer is obliged to inform us about the emulsion number in addition to the numbers of the delivery note and invoice.

8.8 Further rights in respect of defects of any kind whatsoever are hereby excluded, subject to any compensation claims within the limits of Clause 9. If the Product is sold as a used product, all rights in respect of defects shall be excluded, except compensation claims within the limits of Clause 9.

9. Liability

9.1 In case of simple negligence, we shall only be liable for damages and losses caused by breach of material contractual obligations, i.e. obligations whose fulfilment are essential for the proper performance of the contract and on the observance of which the buyer regularly relies on, or may rely on. In such case, however, our liability shall be limited to the typically foreseeable damages. The said limitation of liability shall equally apply to damages caused by gross negligence of our employees or agents who are not our authorized directors ("Organe") or managerial staff ("leitende Angestellte").

9.2 In the cases of Clause 9.1, liability shall be limited to the purchase price of the respective Product.

9.3 In the cases of Clause 9.1, we shall not be liable for loss of profit, consequential or indirect losses.

9.4 In the cases of Clause 9.1, a claim shall be time-barred after the expiry of two years from the time at which the claim arose and at which the buyer learned of the circumstances underlying the claim. Irrespective of the buyer's knowledge, the claim shall be time-barred three years from the event giving rise to the damage. Claims for compensation resulting from defects shall be time-barred in accordance with Clause 8.1.

9.5 The above limitations of liability shall not apply to liability: (a) for damages due to culpable injury of life, body or health; (b) due to wilful misconduct; (c) due to gross negligence of our authorized directors ("Organe") or managerial staff ("leitende Angestellte"); (d) due to fraudulently concealed defects; (e) arising from provision of a guarantee as to the quality of the Product (any rules on liability or time-barring arising from the guarantee shall also apply) and (f) under the German Product Liability Act ("Produkthaftungsgesetz").

9.6 If our liability is excluded or limited pursuant to the Clauses 9.1 to 9.5 above, the same shall apply to the buyer's compensation claims against members of our authorized directors, managerial staff, employees or agents.

10. Retention of Title

10.1 The delivered Product shall remain our property until the full payment ("Reserved Goods").

- 10.2 The buyer shall only be authorized to dispose of the Reserved Goods in ordinary business transactions, if it is guaranteed that the resultant claims shall pass to us.
- 10.3 With the conclusion of the contract, the buyer assigns to us as security its rightful claims, arising from disposal or on other legal grounds pertaining to the Reserved Goods. The buyer shall remain entitled to collect such claims after such assignment. Our authorization to collect the claims ourselves shall not be affected thereby. We shall not collect the claims as long and insofar as the buyer meets its payment obligations, insolvency or similar proceedings have not been instituted, and no suspension of payments is in force. The buyer shall immediately notify us in writing if one of these events occurs. Upon our request the buyer shall disclose the assignment to the debtors and provide us with the information, and hand over to us the records necessary to assert our rights.
- 10.4 After rescission of the contract, and irrespective of our other rights, we shall be entitled to take the Reserved Goods back from the buyer and to enter the buyer's business premises for this purpose during ordinary office hours. After collection and upon prior warning, we shall be entitled to realize the value of the Reserved Goods as appropriate.
- 10.5 The buyer shall treat the Reserved Goods with care, have them maintained as necessary at its expense, and insure them appropriately. The buyer shall immediately notify us of any third-party access to, or claims against, the Reserved Goods or the claims assigned to us (e.g. attachments).
- 10.6 Any conversion or reconfiguration of the Reserved Goods by the buyer shall take place on our behalf. If this takes place with external items not belonging to us, or the Reserved Goods are inseparably mixed or combined with such external items, we shall acquire co-ownership of the new item in proportion to the value of the Reserved Goods in relation to the external items. Besides, the same shall apply to the new item as to the Reserved Goods. If combination takes place in such a way that the buyer's item must be deemed the main item, the buyer shall transfer proportionate co-ownership to us.
- 10.7 If, in the event of sales to foreign countries, the retention of title agreed in this Clause 10 requires further action to be taken to make it effective (e.g. registration), the buyer shall undertake such action immediately. If, in such sales the local law does not allow the retention of title agreed in this Clause 10 with the same effect as in Austrian law but other surety rights exist in favour of the seller, we shall be authorized to exercise all such rights. The buyer shall co-operate with such measures as we may wish to take to protect our rights of title or any other right to the Reserved Goods in substitution of our said rights of title.
- 11. Termination of ongoing Delivery Relations**
- 11.1 If a delivery relationship is ongoing, we may terminate the contract for good cause, especially as follows: (a) if a petition to open insolvency proceedings against the buyer is rejected due to insufficient estate, enforcement measures against the buyer have been to no avail, or enforcement measures have been issued against the buyer and not cancelled within one month (e.g. lifting of an attachment); (b) we are unable to take out insurance for bad debt losses for deliveries to the buyer, with a reasonable ceiling of cover, ongoing market terms, at reasonable expense, or an existing bad debt loss insurance lapses or fails; (c) the buyer repeatedly falls into arrears of payment, other than to a minor degree; or (d) the buyer has breached another contractual obligation, but only after a period of grace granted to remedy such breach has elapsed to no avail, or a warning has been ignored, unless, exceptionally, such period of grace or warning is dispensable, especially having regard to the severity of the breach of contract or other special circumstances.
- 11.2 Notice of termination shall require written form in order to be effective.
- 11.3 The buyer shall bring no claims for compensation or indemnity on grounds of termination of the contract. This shall not prejudice claims for compensation for breach of contract pursuant to Clause 9.
- 12. Compliance with Regulations, Disposal**
- 12.1 The buyer must observe all operating, usage, warning, and disposal instructions provided to them regarding the product.
- 12.2 The buyer shall indemnify us from any claims of third parties arising from a breach of their obligations under clause 12.1. We may withhold delivery from the buyer if there is a justified suspicion that the buyer would breach their obligations under clause 12.1, or if all necessary approvals, permits, or licenses are not in place and this is not due to our fault or responsibility.
- 12.3 The proper disposal of the product is the responsibility of the buyer. To the extent we are obliged by mandatory legal requirements, we will take back products manufactured by us at the request of the buyer for the purpose of disposal. The buyer shall bear the reasonable costs incurred as a result.
- 13. Compliance with Export Control Laws**
- 13.1 Buyer agrees to comply with all applicable national and international export control and sanctions laws and regulations, including, but not limited to U.S., UN, Japanese, EU or local (re-)export control and sanctions regulations, Catch-All regulations, or the export or import controls or restrictions of other applicable jurisdictions.
- 13.2 Buyer agrees not to use, sell, export or re-export, directly or indirectly, any of FUJIFILM's products, software or technology (FUJIFILM's Products) for purposes associated with chemical, biological and nuclear weapons, missiles carrying such weapons, or terrorism. Buyer also agrees not to sell or export any of FUJIFILM's Products to any denied person under UN, EU, Japanese or U.S. export control and sanctions regulations.
- 13.3 Buyer 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 UN, EU, Japanese or U.S. export control and sanctions regulations. Buyer further warrants that it is not currently owned 50% or more, individually or in the aggregate, by one or more restricted parties.
- 13.4 The validity of our quotation and any resulting agreement or contract may be subject to the granting of a governmental export or import license. In the event that an end-use statement is required, Buyer shall provide us with such document on first written request; if an import license or proof of import is required, Buyer shall provide us with such document as soon as it is available. This information should be sent to trade_compliance_exportcontrol@fujifilm.com. Where the delivery of products or services is restricted or prohibited due to export control laws or non-issuance of

required governmental licenses, our obligations and the Buyer's rights will be suspended for the duration of such restriction or prohibition, and if this suspension continues for a period of at least one (1) month, contract may be terminated by us immediately by giving a written notice to Buyer, without incurring any liability towards Buyer.

13.5 In case of a breach of the foregoing by the Buyer the contract may be terminated by us immediately by giving a written notice to the Buyer without incurring any liability towards Buyer. Buyer shall indemnify and hold us harmless against any claims and/or damages incurred due to breach of the foregoing.

14. **Russia/Belarus Clause**

The following provision shall only apply if the buyer is not based in the EU or an EU partner country. Partner countries are currently the USA, Japan, the United Kingdom of Great Britain and Northern Ireland, South Korea, Australia, Canada, New Zealand, Norway, Switzerland, Lichtenstein and Iceland.

14.1 Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or Belarus or for use in the Russian Federation or Belarus any goods supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 and Article 8g of Council Regulation (EU) No 765/2006 respectively.

14.2 Buyer shall undertake its best efforts to ensure that the purpose of paragraph (1) is not frustrated by any third parties further down the commercial chain, including by possible resellers.

14.3 Buyer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph (14.1).

14.4 Any violation of paragraphs (14.1), (14.2) or (14.3) shall constitute a material breach of an essential element of the contract, and we shall be entitled to seek appropriate remedies, including, but not limited to:

I. termination of the contract;

II. and a penalty of 5% of the total value of the contract or price of the goods exported, whichever is higher.

14.5 Buyer shall immediately inform us about any problems in applying paragraphs (14.1), (14.2) or (14.3), including any relevant activities by third parties that could frustrate the purpose of paragraph (14.1). Buyer shall make available to us information concerning compliance with the obligations under paragraph (14.1), (14.2) and (14.3) within two weeks of the simple request of such information.

15. **Confidential Information**

Insofar as we disclose any trade secrets, proprietary or other confidential information to the buyer, the latter may use such information only for the purpose for which it is disclosed by us, and will not disclose it to any third parties. The buyer will take the appropriate steps to protect any confidential information from unauthorised access by third parties.

16. **Final Provisions**

16.1 The buyer shall not assign its rights and obligations, in whole or in part, without our prior written consent.

16.2 We may assign our rights and obligations, especially to affiliates.

16.3 If the buyer is a entrepreneur, legal person under public law ("juristische Person des öffentlichen Rechts", or special asset governed by public law ("öffentlich-rechtliches Sondervermögen"), the exclusive place of jurisdiction for all disputes arising from or in connection with the sale of our products is the competent court in Vienna.

16.4 For all legal relationships between us and the buyer, Austrian law shall apply, excluding the UN Convention on Contracts for the International Sale of Goods.

16.5 Any ineffectiveness whatsoever of individual provisions of these terms shall not impair the effectiveness of the remaining provisions. Instead, an agreement shall be deemed to be in place that comes closest to the economic result of the invalid provision.

16.6 The wording of the German version ("Allgemeine Liefer- und Zahlungsbedingungen der FUJIFILM Austria GmbH") shall take precedence over the wording of this English version in cases of doubt.