

## TERMS AND CONDITIONS OF PURCHASE ORDER

Any offer by the FUJIFILM entity ("**Buyer**") identified on the Offer (defined herein) to purchase goods, materials, and/or equipment and/or technology, software or other items (the "**Goods**") and/or services, maintenance and/or repair (the "**Services**") from the seller(s) identified on the Offer and/or providing the applicable Goods and/or Services (the "**Vendor**"), whether communicated in hard copy, or by electronic transmission, telephone or other means (the "**Offer**"), to the extent not otherwise subject to a specific written purchase agreement between, and duly executed by, Buyer and the Vendor (a "**Written Purchase Agreement**"), shall be subject to and incorporate the following terms and conditions (together with the Offer, the "**Purchase Order**"). If any section of the Purchase Order is held to be invalid, the remaining provisions of the Purchase Order shall not be impaired or affected in any way. Unless otherwise expressly and specifically provided in a Written Purchase Agreement, neither the Offer nor the Purchase Order constitutes an offer to purchase the Goods or Services exclusively from Vendor, and Buyer retains the right to enter into one or more agreements with other vendors for goods or services similar or identical to those provided by Vendor.

1. **ACCEPTANCE:** The earliest of Vendor's issuing of acceptance or acknowledgement of the Purchase Order, 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 irrevocable acceptance of the Purchase Order and agreement that it will deliver the Goods and/or the Services in accordance with the Purchase Order and at the price, inclusive of all taxes, fees and/or duties applicable to the Goods and/or Services, specified in the Purchase Order or, if not therein specified, at the price otherwise mutually agreed upon by Buyer and Vendor. Vendor agrees to follow 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 hereof and any different or additional terms and conditions, whether or not in Vendor's acknowledgement or in any other documents, are hereby rejected and shall be of no force or effect. **THE PURCHASE ORDER AND ANY RELATED CONFIDENTIALITY AGREEMENT EXECUTED BY THE PARTIES SHALL CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES CONCERNING THE GOODS AND/OR SERVICES THAT ARE THE SUBJECT OF THE OFFER. NO AMENDMENTS OR MODIFICATIONS SHALL BE MADE EXCEPT IN WRITING SIGNED BY BUYER AND VENDOR.**
2. **INSPECTION AND REJECTION:** (a) Final inspection of the Goods shall be made by Buyer at the place specifically designated by Buyer or, if not so designated, at Buyer's facility. If the Goods or the tender of delivery fails in any respect to conform to specifications or the terms and conditions of the Purchase Order or if the Goods are defective or unsuitable, or do not conform to all express warranties or warranties implied by law, Buyer at its option may reject all the Goods, accept all of them, or accept any commercial unit and reject the remainder, and Vendor shall, at Buyer's option, promptly give to Buyer a full credit or refund of the purchase price of the rejected whole or portion of the Goods or Vendor, at Vendor's 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, at Buyer's option, be charged to and promptly paid by Vendor or deducted from amounts due Vendor. Buyer's failure to inspect the Goods or 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, the terms and conditions of the Purchase Order or applicable industry standards or if the Services are deficient, Vendor shall, at Buyer's option, promptly give to Buyer a full credit or refund of the purchase price of the rejected nonconforming or deficient Services or, at Vendor's expense, shall remedy or perform the Services again in accordance with Buyer's instructions. Buyer's expenses for inspection of the Services found to be nonconforming or deficient shall, at Buyer's option, be charged to and promptly paid by Vendor or deducted from amounts due Vendor. Buyer's failure to inspect the Services or 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, RISK OF LOSS, FREIGHT, INSURANCE AND ROUTING RATES:** Unless otherwise provided to the contrary in writing by Buyer in the Purchase Order, Vendor warrants that for both domestic and international shipments of Goods title shall pass clear, unrestricted and unencumbered, and risk of loss for the Goods shall pass to Buyer upon Buyer's receipt and acceptance of the Goods, subject to paragraph 2(a), at the place specifically designated by Buyer or, if not so designated, at Buyer's facility. Further, unless otherwise provided to the contrary in writing by Buyer in the Purchase Order, Vendor shall be responsible for arranging and paying for all freight, transportation and any related insurance. Insofar as Buyer is expressly accepting responsibility for the cost thereof, Vendor shall use only Buyer-approved methods, carriers and forwarders for transportation of Goods. Any costs, expenses or losses suffered or incurred by Buyer by reason of shipment by method or carrier or forwarder not approved by Buyer in advance and in writing, including, but not limited to, any difference in freight rates and/or extra costs of cartage, shall be deemed deductible from the invoice price and will be charged to Vendor's account. The warranties included in this paragraph 3 shall survive inspection, delivery, acceptance and payment by the Buyer.
4. **EXCESS OR PARTIAL SHIPMENTS OR PARTIAL PERFORMANCE:** (a) Buyer may, but is not obligated to, accept shipments that are in excess of or less than the quantity ordered. Such shipment may be returned at Buyer's option to Vendor at Vendor's expense and risk. (Buyer shall have the option to call for delivery of the Goods in two or more lots, on prior notice thereof.)  
  
(b) Buyer may, but is not obligated to, accept or pay for partial performance of any of the Services.
5. **WARRANTIES:** Vendor warrants that all Goods and Services covered hereunder shall be new and contain no used or reconditioned parts, and shall be of merchantable quality and fit for the ordinary purposes for which such Goods are used and Buyer's particular intended use thereof. Vendor expressly warrants, in addition to all warranties implied by law, that the Goods and/or the Services covered hereunder, together with all related packaging, labeling and other material furnished by Vendor, (a) shall be free from defects in design, workmanship or materials (and from spoilage, in the case of perishable Goods), including, without limitation, such defects as could create a hazard to life or property, and (b) shall strictly conform to applicable specifications, designs, descriptions, instructions, drawings, data, samples and federal, state and local laws, orders and regulations, including, but not limited to, those regarding occupational safety and health. Vendor further warrants that it shall perform all Services covered hereunder in a competent, safe and professional manner in accordance with the highest standards and best practices of Vendor's industry. The warranties included in this paragraph 5 shall survive any inspection, delivery, acceptance or payment by Buyer.
6. **THIRD PARTY RIGHTS, PATENT, TRADEMARK, TRADE NAME AND COPYRIGHT:** Vendor warrants that the purchase, sale or use of the Goods or any part thereof and/or the purchase, sale, receipt or performance of the Services will not infringe, misappropriate or encroach on any third party's personal, contractual or intellectual property rights, including any United States or foreign patent, trademark, service mark, trade name, trade secret, copyright or other proprietary right ("**Third Party Rights**"), and Vendor will fully indemnify Buyer and its affiliates, and its and their respective directors, officers, employees, representatives, agents, successors and assigns, as well as any of their customers buying, leasing, selling, using or receiving the Goods and/or the Services, from and against any and all claims (including third party claims), demands, liabilities, losses, damages, fines, assessments, judgments, penalties, costs and expenses (including reasonable attorneys' fees) in any way relating to any and all alleged and actual infringements, misappropriations or encroachments. Vendor covenants that, upon Buyer's request and discretion, and at Vendor's expense, Vendor will defend or assist in the defense and subsequent appeal of any suit or action which may be brought against Buyer, its affiliates, and its and their respective directors, officers, employees, representatives, agents, successors and assigns, as well as those buying, leasing, selling, using or receiving any of the Goods and/or the Services supplied by Vendor claiming infringement, misappropriation or encroachment of any Third Party Rights. In case the purchase, sale or use of the Goods or any part thereof and/or the purchase, sale, receipt or performance of the Services, are enjoined, Vendor, at its own expense, shall elect, with the approval of Buyer (which approval shall not be unreasonably withheld), either to: (a) procure for Buyer, its affiliates and its and their respective directors, officers, employees, representatives, agents, successors and assigns, and customers the right to continue to purchase, sell, use and receive said Goods or part thereof and/or the Services; (b) modify said Goods or part thereof and/or the Services so that the purchase, sale, lease, use, receipt and/or performance, as the case may be, are no longer enjoined, provided that the Goods and/or Services remain functionally equivalent to the Goods and/or Services immediately prior to such modification; or (c) accept the return of said Goods and refund the purchase price and transportation and installation cost, if any, of the Goods and/or the Services. This warranty shall survive any inspection, delivery, acceptance or payment by Buyer. In no event shall Vendor enter into any settlement without Buyer's prior written consent.
7. **TERMINATION:** (a) Buyer, subject to the provisions of paragraph 7(d), by written notice to Vendor, may terminate immediately all or any part of the Purchase Order in any one of the following circumstances:
  - i. If Vendor fails to perform any of its obligations under the Purchase Order; or
  - ii. If Vendor dissolves or ceases to do business, a petition is filed by or against Vendor under the bankruptcy laws applicable to Vendor, Vendor makes a general assignment for the benefit of its creditors, a receiver is appointed for any property of Vendor or Vendor is generally unable to pay its debts when due.Vendor also expressly agrees that time is of the essence to the Purchase Order and Vendor's failure to meet any delivery date in the quantity or quantities specified or failure to timely perform any of the Services shall

constitute material breach of the Purchase Order for which Buyer may terminate immediately all or any part of the Purchase Order. No acceptance of Goods or Services after the delivery date will waive Buyer's rights with respect to such late delivery.

(b) Notwithstanding any provision in the Purchase Order to the contrary, Buyer may terminate any Purchase Order for convenience upon ten days' written notice to Vendor. Vendor shall cease to perform Services and/or provide Goods under such Purchase Order on the date of termination specified in such notice. In the event of such termination, Buyer shall be liable to Vendor only for those Services satisfactorily performed and those conforming Goods delivered to Buyer through the date of termination.

(c) In the event that Buyer terminates the Purchase Order in whole or in part, as provided in paragraphs 7(a) and 7(b), Buyer may procure replacements for the Goods or the Services from other sources upon such terms and in such manner as Buyer may consider appropriate. Vendor shall promptly remit to Buyer upon demand any amounts exceeding the contract price of, and charges included in, the Purchase Order incurred by the exercise of Buyer's rights under this paragraph, and Vendor shall continue the performance of the Purchase Order to the extent not terminated.

(d) If the Purchase Order is terminated as provided in paragraphs 7(a) and 7(b), Buyer, in addition to any other rights provided herein, may require Vendor to transfer title and deliver to Buyer in the manner and to the extent directed by Buyer any completed Goods and such partially completed Goods and materials acquired for the performance of such part of the Purchase Order as has been terminated, and Vendor, upon Buyer's direction, shall protect and preserve property in the possession of Vendor in which Buyer has an interest. Payment for completed Goods delivered to and accepted by Buyer shall be at the applicable contract price.

8. **INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE:** (a) In addition to the provisions of paragraphs 6, 10 and 12, Vendor will defend, indemnify and hold harmless Buyer and its affiliates, and its and their respective directors, officers, employees, representatives, agents, successors and assigns, as well as any of their customers buying, leasing, selling, receiving or using the Goods and/or receiving or using the Services from and against any and all claims (including third party claims), demands, liabilities, losses, damages, fines, assessments, judgments, penalties, costs and expenses (including reasonable attorneys' fees), in any way relating to (i) the failure of Vendor to perform and comply with its warranties or obligations under the Purchase Order, (ii) the breach by Vendor of any applicable law, regulation, or order, or arising out of or relating to any use, possession, transportation, consumption, or sale of the Goods and/or any performance, delivery or receipt of the Services, including in each case, but not limited to, claims of unfair competition, bodily injury, property, or other damage, or (iii) the presence of Vendor's agents, employees or subcontractors, or the equipment of Vendor or such persons, at Buyer's premises, regardless of whether such claims, demands, liabilities, losses, damages, fines, assessments, judgments, penalties, costs and expenses arise out of or relate to or are imposed by reason of negligence, willful misconduct, strict liability, tort, contract, statute, ordinance, regulation, code, principle of equity or common law, or any other theory or remedy.

(b) To the extent permitted by applicable law, in no event shall Buyer or its affiliates be liable for any business interruption, lost revenues, lost profits, incidental, indirect, consequential, special or punitive damages of any kind arising in connection with the Purchase Order or the parties' respective rights or obligations arising thereunder, regardless of the form of action (whether in contract, tort or any other form of liability) and regardless of whether advised of the possibility of such damages.

(c) Except to the extent provided otherwise by a Written Purchase Agreement, in exchange for a license to enter onto Buyer's premises to perform Services and as otherwise required to cover its liability under the Purchase Order, Vendor shall obtain and maintain at all times and with companies acceptable to Buyer insurance of the kinds and in the amounts no less than those listed below:

i) Workers' Compensation:

Vendor agrees to carry that amount of insurance equal to the statutory limit in each state in which Vendor is required to provide workers' compensation coverage.

ii) Employers Liability:

Vendor agrees to carry \$500,000 per each person / \$500,000 policy limit / \$500,000 per accident.

iii) Commercial General Liability:

Vendor agrees to carry coverage in the amount of \$1,000,000 limit per occurrence and an annual aggregate of \$2,000,000.

iv) Automobile Liability (for owned, non-owned and hired vehicles):

Vendor agrees to carry a combined single limit of \$1,000,000.

v) Fidelity/Crime Liability, including blanket employee dishonesty (only when performing Services on Buyer's premises):

Vendor agrees to carry \$1,000,000 per loss.

vi) Vendor Personal Property (only when performing Services on Buyer's premises):

Vendor agrees to carry property insurance for the replacement cost of Vendor's personal property or be fully responsible for any damage or loss to its own personal property however caused.

vii) Pollution Legal Liability (only to the extent required by the Services):

Vendor agrees to carry coverage (which shall include defense within policy limits) in the amount of \$5,000,000 per occurrence and an annual aggregate of \$5,000,000, including coverage for transportation and for on-site and offsite third-party bodily injury and property damage claims arising from pollution conditions arising out of or related to the Services.

viii) Umbrella Liability:

Vendor agrees to carry coverage in the amount of \$5,000,000 per occurrence and an annual aggregate of \$5,000,000 of umbrella or excess liability coverage over (ii) through (iv) above.

Vendor further agrees to provide to Buyer, upon acceptance as provided in paragraph 1, Certificates of Insurance evidencing the coverage stated above and to provide evidence of renewal on a continuous basis. In addition, Vendor agrees that the policies referenced in the Certificates of Insurance shall be primary and noncontributory, contain waivers of subrogation in favor of Buyer, and may not be changed or terminated without at least 30 days' prior written notice to Buyer. Vendor shall list Buyer as an additional insured on all such policies.

9. **PERMITS, LICENSES, TARIFFS AND TAXES:** Unless otherwise expressly agreed in writing, Vendor shall be responsible for export and import clearance and shall pay any and all applicable tariffs, duties and clearance charges imposed by any governmental entity upon the Goods, Services and/or technology purchased or otherwise transferred hereunder and shall obtain and pay for any and all export and import licenses or permits necessary for performance under the Purchase Order. If by law, regulation, or other official rule which first becomes effective subsequent to the date of the Purchase Order there shall be any increase in any tariff, tax, duty, clearance charge, surcharge, import fee, or any exaction on the Goods hereunder, resale of the Goods, any component thereof, any process or labor involved therein, or any of the Services to be rendered by Vendor, Buyer, at its option, may cancel the Purchase Order as to any and all undelivered Goods or unperformed Services unless Vendor shall reimburse Buyer for the amount of the increase in any such tariff, tax, duty, clearance charges, surcharge, import fee, or other exaction.

10. **EXPORT AND IMPORT LAWS, COUNTRY OF ORIGIN, DUTY DRAWBACK:**

(a) Vendor acknowledges that the Goods and/or Services sold or otherwise transferred hereunder may be subject to U.S. and other governmental export and import control laws applicable to the purchase, sale, lease, use, export, import or other transfer (collectively, "Transfer") of such Goods and/or Services, in whole or in part, including, without limitation, export and import administration regulations imposed, administered, or enforced by U.S. Customs and Border Protection, the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, the Uyghur Forced Labor Prevention Act ("UFLPA") and Executive Orders and regulations administered by the Office of Foreign Assets Control of the U.S. Department of Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or the U.S. Department of State (referred to as the "Transfer Laws"). Vendor warrants that it is familiar with the requirements and restrictions of all Transfer Laws, and shall comply with such laws at all times. Vendor will defend, indemnify and hold harmless Buyer and its affiliates and its and their respective directors, officers, employees, representatives, agents, successors and assigns from and against any and all claims (including third party claims), demands, liabilities, losses, damages, fines, assessments, judgments, penalties, costs and expenses (including reasonable attorneys' fees) in any way relating to any violation of the Transfer Laws or any Transfer of the Goods and/or Services, whether direct or indirect, by Vendor.

(b) Vendor warrants the accuracy of any declarations of origin it includes with its delivery of the Goods, including, but not limited to, certificates of origin, such that Buyer can rely on any such origin declarations for compliance with any trade-related law, rule or regulation, including, without limitation, to determine eligibility for preferential duty under free trade agreements. Vendor shall promptly notify Buyer, in writing, of any known documentation errors and/or changes to the origin of the Goods. Vendor agrees, to the extent permitted by law, to indemnify, defend and hold harmless Buyer from and against any and all claims (including third party claims), demands, liabilities, losses, damages, fines, assessments, judgments, penalties, costs and expenses (including reasonable attorneys' fees) in any way relating to any errors in Vendor's documentation or declaration of origin.

(c) Vendor acknowledges that the Goods and/or Services sold or otherwise

Transferred under the Purchase Order have not been sourced, in whole or in part, from Cuba, Iran, North Korea, the Crimea and Donbas (Luhansk and Donetsk) regions of Ukraine, the Xinjiang Uyghur Autonomous Region of China or any party listed on the U.S. Department of Homeland Security UFLPA Entity List, or any other territory or jurisdiction subject to restrictions or economic sanctions under applicable law, or any facility employing North Korean labor.

(d) Vendor represents and warrants that no portion (including any components or materials) of the Goods have been mined, produced or manufactured, in whole or in part, using any form of convict, indentured, slave or forced labor.

(e) If Vendor is the importer of record for any of the Goods sold hereunder, including, without limitation, component parts, upon Buyer's request, Vendor shall provide Buyer with all necessary customs documentation to enable Buyer to file and obtain duty drawback.

11. **BUYER'S PROPERTY:** Vendor acknowledges and agrees that all tangible and intangible property, including, but not limited to, materials, drawings, software, tools, dies, molds or engineering designs furnished or specifically paid for by Buyer ("**Buyer's Property**"), (a) shall be and remain the property of Buyer, (b) shall be subject to removal at any time without additional cost upon demand by Buyer, (c) shall be used only in filling this order for Buyer, (d) shall be kept separate from other materials or tools, and (e) shall be clearly identified as the property of Buyer. Vendor assumes all liability for loss or damage to Buyer's Property, with the exception, in the case of molds, tools, dies, or engineering designs, of normal wear and tear. Buyer's Property furnished by Buyer is furnished to, and accepted by, Vendor "AS IS" with all faults and without any warranty whatsoever, express or implied, and shall be used by Vendor at its own risk. Vendor shall keep Buyer's Property free of encumbrances and insured at Vendor's expense at an amount equal to the replacement cost thereof with loss payable to Buyer.
12. **IMPORTER SECURITY FILING:** Vendor shall be responsible for the timely submission to Buyer of importer security filing information ("**ISF**") as required by United States Customs and Border Protection ("**CBP**"). Timely filing will be no less than four days prior to Goods being laden on board the vessel at the origin port. Vendor shall be held responsible for any and all claims (including third party claims), demands, liabilities, losses, damages, fines, assessments, judgments, penalties, costs and expenses (including reasonable attorneys' fees) and storage and drayage imposed by CBP, arising out of or relating to any inaccurate, incomplete or untimely submission or failure to submit the ISF to Buyer.
13. **PAYMENT FOR SPECIAL TOOLS, DIES, MOLDS AND ENGINEERING DESIGNS:** If and to the extent that Buyer is responsible for the cost of the same pursuant to the terms of the applicable Purchase Order, payment for special tools, dies, molds and engineering designs ("**Tooling**") will not be made until such time as Buyer approves samples of produced Goods and all right, title and interest in Tooling shall vest in Buyer. If a payment for a special die or mold is made and not included in the unit costs of the produced Goods, the invoice for the produced Goods must state: "A separate payment of US\$ [\_\_\_\_\_] was received by us from Buyer in connection with tools/dies/molds used in the production of this merchandise. See Purchase Order [\_\_\_\_\_]." If tools, dies, molds or engineering designs are supplied to Vendor free of charge by Buyer, the invoice must state: "Molds/ tools/dies/engineering designs were supplied free of charge by Buyer and not included in the unit costs above."
14. **PACKING:** A packing slip showing order number must accompany each shipment. Packages must bear Buyer's order number and show country of origin, gross, tare, and net weights, or quantity as required. No charge for packaging will be allowed by Buyer unless otherwise indicated on the Purchase Order. In the event specialized packaging is requested for safety reasons, Buyer, in writing, must approve packaging. Where Vendor requests any additional payment for special packing, which payment is not included in the unit price for the Goods, the amount of that payment must be approved in advance by Buyer in writing and shall appear on the invoice accompanying Goods and be separately identified as follows: "A separate packing charge of US\$ [\_\_\_\_\_] per unit has been paid by Buyer and is not included in the invoice price."
15. **NOTICES:** Any notice, request, consent or demand on Buyer shall be given in writing by overnight courier service, or by e-mail, promptly confirmed by overnight courier service, to the address designated by Buyer.
16. **ASSIGNMENT; INDEPENDENT CONTRACTORS:** Neither the Purchase Order, Vendor's accounts receivable, or any rights or obligations hereunder shall be assigned or delegated by Vendor without the prior written consent of Buyer and any attempted assignment or delegation without such consent shall be void and in no event relieve Vendor in whole or in part of its obligations hereunder. Purchases of parts and materials normally purchased by Vendor in the ordinary course of its business required by the Purchase Order shall not be construed as an assignment or subcontract. The relationship of Buyer and Vendor is that of independent contractors and nothing in the Purchase Order shall be interpreted or construed as creating or establishing any (i) agency, partnership or joint venture relationship between Buyer and Vendor, or (ii) employer and employee relationship between Buyer and Vendor or employees or other personnel of Vendor or any of its subcontractors.
17. **FORCE MAJEURE:** Buyer shall have the right to terminate the Purchase Order, without any liability of any kind to Vendor, at any time upon written notice to Vendor in the event that the Purchase Order is suspended for more than 15 days by reason of force majeure.
18. **APPLICABLE LAW AND JURISDICTION:** The validity, construction and performance of the Purchase Order as well as the rights of the parties hereunder shall be governed by and construed under the laws of the State of New York, U.S.A. (without giving effect to its principles of conflict of laws). Vendor by accepting the Purchase Order irrevocably and unconditionally submits and waives any objection to the jurisdiction of the federal and state courts located in Westchester County, New York, U.S.A. for purposes of any suit, action or proceeding arising out of or relating to the Purchase Order, agrees to take any and all future action necessary to submit to the jurisdiction of such courts and further agrees that any suit brought, or judicial proceeding initiated, against Buyer will be exclusively in the federal court located in Westchester County, New York, U.S.A., or, if such court lacks subject matter jurisdiction, the state court located in Westchester County, New York, U.S.A. However, Buyer may at its option bring suit, or institute other judicial proceedings, against Vendor in any court in any place where Vendor or any of its assets may be found. The United Nations Convention on Contracts for the International Sale of Goods shall not govern the Purchase Order.
19. **NONWAIVER:** A failure by either party to enforce at any time any provision hereof shall not constitute a waiver of such provision or of the right of such party thereafter to enforce such provision.
20. **CONFIDENTIAL INFORMATION:** Vendor agrees not to disclose to any person outside of its employ, nor to use for any purpose other than to fulfill its obligations under the Purchase Order, any information whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential", which is received by Vendor from Buyer and which relates to the Purchase Order, or which is developed hereunder, until such information is made publicly available by Buyer. Upon completion or termination of the Purchase Order, Vendor agrees to return to Buyer upon request (a) all drawings, blueprints, software, hardware, tools, dies molds or engineering supplied, descriptions, customer identification and lists, and/or other material received from Buyer; and (b) all materials containing said information, all of which Vendor acknowledges are the property of Buyer. Vendor further agrees not to disclose to Buyer any information of Vendor or any other third party that is confidential or otherwise restricted. Buyer shall be entitled to injunctive relief for any violation of this paragraph. It is understood that any information received by Buyer may be used by Buyer as Buyer sees fit and without legal liability.
21. **ADVERTISING AND PUBLICITY:** Vendor will not advertise its services, in any media, at Buyer's facilities or to anyone in Buyer's employ without Buyer's prior written approval of the form and content of such advertising. Vendor shall not use the name, trademarks or logos of Buyer, its parent or any subsidiary or affiliate in any customer list, advertising, sales presentation, news release or other public communication without the prior written consent of Buyer.
22. **DEDUCTION AND SET-OFF:** Any sums payable to Vendor arising from any transaction or occurrence hereunder shall be subject to all claims and defenses of Buyer and Buyer may set-off and deduct against any such sums all present and future indebtedness of Vendor to Buyer. Vendor shall be deemed to have accepted each such deduction unless Vendor, within 30 days following receipt of the deduction voucher, notifies Buyer in writing as to why a deduction should not be made and provides documentation of the reasons given.
23. **RESTRICTION ON USE OF CERTAIN HAZARDOUS SUBSTANCES IN ELECTRICAL AND ELECTRONIC COMPONENTS:** Vendor warrants that the resale, supply or export of the Goods (whether used as a component or otherwise) by Buyer in any market will not violate any law, directive or regulation, including, but not limited to, Directive 2015/863/EU of the European Parliament, Restriction on the Use of Certain Hazardous Substances in Electrical and Electronic Equipment ("**EU RoHS**"), European Directive (EC) No 1907/2006 on the Registration, Evaluation, Authorization and Restrictions of Chemicals ("**EU REACH**"), and notification of use of "Conflict Minerals" under Section 1502 of the United States Dodd-Frank Wall Street Reform and Consumer Protection Act (collectively, the "**Applicable Directives**"). Vendor further agrees to provide for each of the Goods delivered a Declaration of Conformity and, upon request of Buyer any necessary supporting technical data regarding compliance with the Applicable Directives by Vendor. Vendor also shall ensure compliance with the obligations set forth in this paragraph 23 by any subcontractors that develop the Goods, or part thereof, on behalf of Vendor.
24. **PRICING:** The price for Goods set forth in the Purchase Order includes the cost of manufacturing, packaging, labeling, storage, cartage, shipping and insurance, unless otherwise specified therein. Buyer specifically rejects any interest, service or late charges. Unless otherwise stated, all prices are to be stated in United States dollars. If prices are specified herein, Vendor may not increase the price of ordered Goods or Services before shipment without a revised signed Purchase Order. If price is omitted, it is agreed that the Goods or Services shall be billed at the price last quoted or paid by Buyer to Vendor for the same or substantially similar Goods

or Services, or the prevailing market price at time of order for the Goods or Services, whichever is lower.

25. **INVOICES & PAYMENT TERMS:** (a) Vendor's invoices shall be in English and contain a complete description of the Services or Goods (including, but not limited to, with respect to Goods commercial designation, material composition and, if part of another item, identification of the item to which a part, and quantity shipped), unit and total price paid or payable with any taxes specifically identified, terms of purchase and any additional statements as provided by the Purchase Order as applicable. Vendor's invoices for Goods shall be accompanied by a signed (1) original bill of lading, or (2) express "shipper's collect receipt", or (3) in case of prepaid shipments, original paid transportation bill showing the full amount of all freight and related charges paid. A separate invoice must cover each shipment. Amounts due and owing on invoices shall be for the quantity of the Goods received or Services performed on the accompanying signed receiving documents, at the price set forth in the Purchase Order, unless modified by Buyer in writing. Vendor's invoices shall be issued only after delivery in accordance with the Purchase Order has occurred, and no later than 90 days after Buyer's receipt of the Goods and/or Vendor's completion of the Services. Buyer shall be entitled to reject and not pay Vendor's invoice if it fails to meet the requirements of this paragraph 25. Buyer also may withhold total or partial payment until the Goods and/or Services conform to the requirements of the Purchase Order.
- (b) Payment terms will be as set forth in the Offer, but in no event will payment on Vendor's invoices be due less than 60 days from Buyer's receipt of correct invoice.
26. **COMPLIANCE:** (a) **BUYER AND VENDOR SHALL ABIDE BY THE REQUIREMENTS OF 41 CFR §§ 60-300.5(A) AND 60-741.5(A), AND 29 CFR PART 471, APPENDIX A TO SUBPART A, IF APPLICABLE. THESE NUMBERS REFER TO CLAUSES IN THE VIETNAM VETERANS' READJUSTMENT ASSISTANCE ACT, SECTION 503 OF THE REHABILITATION ACT OF 1973, AND EXECUTIVE ORDER 13496. THESE REGULATIONS PROHIBIT DISCRIMINATION AGAINST QUALIFIED INDIVIDUALS BASED ON THEIR STATUS AS PROTECTED VETERANS OR INDIVIDUALS WITH DISABILITIES. THESE REGULATIONS REQUIRE COVERED PRIME CONTRACTORS AND SUBCONTRACTORS TO: (I) TAKE AFFIRMATIVE ACTION TO EMPLOY AND ADVANCE IN EMPLOYMENT INDIVIDUALS WITHOUT REGARD TO PROTECTED VETERAN STATUS OR DISABILITY; AND (II) PROVIDE NOTICE TO EMPLOYEES OF THEIR RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT.**
- (b) Vendor warrants and covenants that it shall comply, and shall ensure that any permitted subcontractor complies, with all laws, regulations, rules and orders issued by any governmental agencies or authorities that are applicable to performance of Vendor's obligations under the Purchase Order.
- (c) Vendor shall comply with Fujifilm's code of conduct applicable to suppliers, distributors and agents, which can be found at the following link: <https://fujifilm.com/us/code-of-conduct>. Vendor shall not procure goods or materials from any third party where Vendor knows or has reason to believe that such third party does not comply with Fujifilm's code of conduct.
- (d) Vendor represents that it is current and in good standing with any permits or licenses required for the performance of Services. Vendor shall at all times keep Buyer's premises free of any waste materials or rubbish caused by its personnel in performing the Services, and shall remove all tools, equipment, surplus materials and waste from Buyer property upon conclusion of the Services.
27. **GOVERNMENT CONTRACT FLOW DOWN PROVISIONS:** To the extent that the Goods or Services purchased under this Purchase Order are "commercial items" as defined by Federal Acquisition Regulation ("FAR") 2.101 ("Commercial Items") and may contribute to or be incorporated into Buyer's products or services provided to the United States Government, the FAR clauses listed in FAR 52.222-90 (Addressing DEI Discrimination By Federal Contractors), FAR 52.212-5(e) (Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items), if and as such list may be revised from time to time, and the Defense Federal Acquisition Regulation Supplement ("DFARS") referenced below are incorporated into this Purchase Order by this reference, and Vendor accepts and agrees to comply, as applicable, therewith. If any of the clauses listed in FAR 52.222-90, FAR 52.212-5(e) or the referenced DFARS are not applicable by their terms, they shall be self-deleting. Vendor shall incorporate into each lower tier contract issued in support of the Purchase Order the FAR clauses listed in FAR 52.222-90, FAR 52.212-5(e) and referenced DFARS, in each case as applicable, in accordance with the respective flow down requirements specified therein. The full text of the FAR and DFARS clauses, respectively, may be accessed electronically at these addresses: <https://www.acquisition.gov/far/> and <https://www.acquisition.gov/dfars>. The referenced DFARS clauses include the following: 252.203-7002 (Requirement to Inform Employees of Whistleblower Rights); 252.204-7012 (Safeguarding Covered Defense Information and Cyber Incident Reporting) (if the Purchase Order involved covered defense information); 252.204-7018 (Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services); 252.225-7048 (Export-Controlled Items); 252.211-7003 (Item Unique Identification and Valuation); 252.219-7003 (Small Business Subcontracting Plan (DOD Contracts)) (if the Purchase Order exceeds \$750,000); 252.223-7008 (prohibition on hexavalent chromium); 252.226-7001 (Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns) (if the Purchase Order exceeds \$500,000); 252.227-7015 (Technical Data – Commercial Items); 252.227-7019 (Validation of Asserted Restrictions – Computer Software) (if the Purchase Order includes computer software that Buyer will supply to the federal Government); 252.227-7037 (Validation of Restrictive Markings on Technical Data); 252.246-7003 (notice of potential safety issues) (if the Purchase Order is for parts, subassemblies, assemblies, installation equipment, or support equipment for a system, and the failure, malfunction, absence, nonconformance or deficiency of which may result in death, permanent disability, injury or occupational illness requiring hospitalization, or property damage exceeding \$1 million); and 252.244-7000 (Subcontracts for Commercial Items). In all clauses listed herein, terms shall be revised to suitably identify the party to establish Vendor's obligations to Buyer and to the Government, and to enable Buyer to meet its obligations under its prime contract or higher-tier subcontract, as applicable. Without limiting the generality of the foregoing, the term, "Contracting Officer" means "Buyer's Authorized Representative", "Contractor" shall mean "Vendor", "Subcontractor" shall mean "Vendor's Subcontractor" under the Purchase Order, "Contract" means the Purchase Order, and "Government" means "Buyer". However, notwithstanding the foregoing, the words "Government" and "Contracting Officer" do not change: (1) when a right, act, authorization or obligation can be granted or performed only by the Government or the prime contract Contracting Officer or duly authorized representative; or (2) when title to property is to be transferred directly to the Government.
28. **NO DEBARMENT:** Vendor represents and warrants that neither it nor any parent or affiliate, officer, director, employee or agent of Vendor is included on any of the restricted party lists maintained by the United States Government or any other governmental or non-governmental entity, including, but not limited to: the SDN List and Foreign Sanctions Evaders list administered by OFAC, Denied Parties List, Unverified List or Entity List maintained by the Bureau of Industry and Security (BIS), the Excluded Parties List maintained by the General Services Administration (GSA), the List of Excluded Individuals/Entities maintained by the Office of Inspector General of the Health and Human Services Department (HHS/OIG), or the List of Statutorily Debarred Parties maintained by the U.S. State Department's Directorate of Defense Trade Controls (DDTC). This representation and warranty shall be ongoing during the performance of Vendor's obligations under the Purchase Order, and Vendor shall immediately notify Buyer of any change in the status of this representation and warranty. Any breach of the foregoing representation or warranty, or breach of such notice requirement shall be deemed to be a material breach of the Purchase Order giving Buyer the right to terminate for cause.
29. **CERTIFICATIONS:** Vendor hereby represents and warrants to Buyer, and covenants and agrees, that it has caused all equipment and equipment parts and components and all other electrical or electronic goods (the "Electrical Goods") to be approved and certified for use in the United States by a Nationally Recognized Testing Laboratory qualified by the Occupational Safety and Health Administration, and that the Electrical Goods are in compliance with all applicable federal, state and local laws, orders and regulations, including those regarding occupational safety and health. Additionally, if Buyer is permitted or authorized to sell, license or otherwise distribute the Electrical Goods in international markets or territories, Vendor hereby further represents and warrants to Buyer, and covenants and agrees, that it has caused the Electrical Goods to be appropriately certified for use, and the Electrical Goods meet all applicable laws, orders and regulations for product safety in such market or territory. If the Electrical Goods are not at any time certified and in compliance with any of the aforementioned laws, orders or regulations, Vendor at no cost to Buyer shall take all steps necessary to modify or replace the Electrical Goods so as to make them so certified or in compliance.
30. **RESTRICTIONS ON USE OF ARTIFICIAL INTELLIGENCE:** Vendor agrees not to scrape, crawl or spider, or otherwise extract any data from any aspects of, Buyer's websites or use any Buyer data or any derivative of Buyer data to directly or indirectly create, train, validate, fine-tune, test or otherwise improve any of Vendor's or any third party's machine learning algorithms or artificial intelligence systems, or related technologies, including any architectures, models or weights. In the event that any machine learning or artificial information systems utilized by Vendor cannot be disabled or opted out of, Vendor agrees that a separate, comprehensive agreement governing the use of such models or systems will be negotiated and executed between Vendor and Buyer prior to any such use.
31. **MISCELLANEOUS:** All rights and remedies granted to Buyer under the Purchase Order shall be in addition to and not in lieu of Buyer's rights and remedies arising by operation of law, contract or equity. Any provisions of the Purchase Order that are typewritten or handwritten by Buyer shall supersede any contrary or inconsistent printed provisions. Buyer shall have the right to withdraw its license to Vendor to access Buyer's Property for the performance of Services at any time without notice, or bar any Vendor personnel from entering Buyer premises at any time and from time to time without notice for any reason or for no reason.