

Article 1 \ Definitions

- 1.1 **FUJIFILM:** FUJIFILM Manufacturing Europe, B. V., Oudenstaart 1, 5047 TK Tilburg, The Netherlands,
- 1.2 **Seller:** The natural person or legal entity selling Goods to FUJIFILM;
- 1.3 **Conditions:** The standard terms and conditions of purchase set out in this document and any special terms included on the Order;
- 1.4 **Order:** FUJIFILM's Purchase Order for the supply of the Goods by the Seller;
- 1.5 **Contract:** a written contract, agreement, or framework agreement and/or the Order for the purchase of Goods, including and incorporating the Conditions, which is accepted by Seller The purchase contract concluded between Seller and FUJIFILM for the purchase of the Goods which is governed by these Conditions.
- 1.6 **Good(s):** All those goods, services, software, materials or other supplies specified in the Order.

Article 2 \ General Purchase Conditions

- 2.1 Orders are executed on the basis of these Conditions which form an integral part of all Contracts executed between Seller and FUJIFILM with regard to the purchase of the Goods.
- 2.2 FUJIFILM does not recognize, nor accept any contrary general terms or contractual terms of the Seller which are not in line with these Conditions, nor any additional terms and/or exemptions, even if FUJIFILM does not expressly object to them and/or accepts the Goods and/or make payments.
- 2.3 The contents of the Contract, including but not limited to the Order, the specifications, attachments and these General Purchase Conditions, constitute the sole agreement between the Seller and FUJIFILM and have to be signed by the duly authorised persons.
- 2.4 If any provision of these General Purchase Conditions of FUJIFILM and/or the Contract should be or become invalid or unenforceable for whatever reason, then the remaining part of these General Purchase Conditions shall not be affected thereby. In lieu of the invalid or unenforceable provision such other legal effective and/or enforceable provision shall apply, which comes closest to the purpose which parties originally intended when agreeing on the invalid or unenforceable provision.
- 2.5 No substitution or modification of the Contract will be effective unless a specific written approval of FUJIFILM has been obtained.
- 2.6 In case Seller, in conformity to article 2.7 hereof, purchases Goods from third parties (sub-sellers), Seller shall, at FUJIFILM's request, supply FUJIFILM with non-priced copies of these suborders when and as requested. Further-more, Seller shall, at FUJIFILM's request, supply FUJIFILM with non-priced copies of all documents related to shipping information, including that of the suborders.
- 2.7 Seller shall not be allowed to delegate, sub-contract or suborder all or any of its obligation hereunder unless FUJIFILM has given its written consent thereto in advance. Any such delegation or sub-contracting shall not affect Seller's liability to FUJIFILM in respect of such subcontracted obligations, and Seller shall accordingly remain liable to FUJIFILM as though such obligations had been carried out by Seller.
- 2.8 FUJIFILM does not accept partial deliveries, unless expressly agreed upon in writing.

Article 3 \ Order Cancellation

- 3.1 An Order is accepted by Seller if Seller confirms the Order within five (5) business days in writing FUJIFILM is entitled to cancel an Order as long as Seller has not accepted the Order yet by returning the Order, duly signed, to FUJIFILM within 5 working days from the date of issue.
- 3.2 An Order is automatically converted into a Contract by acceptance and undersigning of the Order by the Seller.

Article 4 \ Delivery Conditions and Transfer of Ownership

- 4.1 Unless agreed upon otherwise in the Order or Contract, delivery shall take place "Delivery Duty Paid" according to the INCOTERMS 2010, published by the International Chamber of Commerce, Paris, at the address of FUJIFILM or any other place that has been indicated by FUJIFILM. All goods shall be packed properly to avoid any damage in transit.
- 4.2 Ownership (title) to the Goods shall transfer unconditionally to FUJIFILM upon delivery in accordance with Clause 4.1 and clear of all liens, claims, security interests or encumbrances. Unless otherwise

- expressly agreed, Seller cannot retain title to the Goods until full payment. Risks will, however, remain with Seller until formal acceptance of the Goods. Acceptance of Goods by FUJIFILM must be express and explicit, must be in writing and will represent only FUJIFILM's acknowledgment that a delivery of Goods has been made.
- 4.3 If FUJIFILM requests Seller to incorporate, to connect or to hold FUJIFILM Goods, which are supplied by FUJIFILM to the Seller, directly or indirectly, Seller shall be wholly responsible for any loss and damage whatsoever of or to Goods supplied to Seller. This responsibility lasts until Seller has delivered the Goods on request of FUJIFILM at FUJIFILM site or any other -by FUJIFILM -indicated place.
- 4.4 FUJIFILM has the right but not the obligation to return Goods, either defective Goods or Goods delivered in error or in excess of the quantity agreed upon in the Contract at the Seller's expense.
- 4.5 A technical description and a user manual must accompany the Goods and is free of charge. Software products will be deemed duly delivered only after all documentation (system-technical and user) have been delivered. With respect to any programs specifically developed and/or written for FUJIFILM, the program should be delivered in English and in a source code format.

Article 5 \ Delivery Time

- 5.1 The Seller guarantees performance of the Contract, including his Orders to sub-Sellers.
- 5.2 If the Seller encounters delays in performance for any reason, the Seller shall immediately inform FUJIFILM. If, as a result of the Seller's fault, the delivery date is not met (default), FUJIFILM is entitled to claim compensatory damages, without prejudicing its other rights. Delivery times set out in the Order shall be of the essence. If the Order is not performed in the specified time, FUJIFILM is entitled to cancel the Order and to claim damages from the Seller. FUJIFILM shall give Seller a written prior notification of default in which the consequences are set out. FUJIFILM reserves the right to refuse partial or early deliveries, and in such cases may return the Goods or, at its choice, store them, at Seller's costs and risks. Seller shall immediately notify FUJIFILM in writing of any delays and simultaneously provide all information concerning the reason and/or extent of the delays well as details relating to the efforts Seller intends to make in order to avoid delay or expedite delivery.
- 5.3 Title to the Goods shall transfer unconditionally to FUJIFILM upon Delivery thereof. Unless otherwise expressly agreed, Seller cannot retain title to the Goods until full payment. Risks will, however, remain with Seller until formal acceptance of the Goods

Article 6 \ Approval of Seller's Documents

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

Article 7 \ Inspection

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

Article 8 \ Guarantees

- 8.1 The Seller guarantees that all Goods furnished by him or by any sub-Seller appointed by him shall be in accordance with the Contract specifications and shall be free from

- defects in material and workmanship. Seller furthermore warrants that the Goods shall satisfactorily fulfill the performance requirements expected by FUJIFILM for the normal lifetime period of the Goods delivered after they are put into service.
- 8.2 The Seller guarantees the reliability of his design(s) created in relation with the performance of the Contract and is fully liable for non-reliable designs and the consequences thereof.
- 8.3 The Seller guarantees that he will be performing in accordance with all applicable law, health- and safety regulations and all minimum accreditation and certification requirements or other related line of industry requirements.
- 8.4 If, in fair and reasonable judgement, FUJIFILM finds any Goods not complying with the Contract specifications or design or is found/becomes defective within 12 months from the date the above mentioned Good is placed into use or operation or 18 months from the date of delivery of the Goods at the indicated destination whichever comes first, the Seller shall be informed in writing accordingly thereof by FUJIFILM. Alterations, repairs and/or replacements necessary to fulfil the requirements under the Contract will be made at Sellers own expense within 7 days, or so much earlier as required by FUJIFILM. The result of said alterations, repairs and/or replacement shall be conformity with the agreed upon specification and fulfils the preceding guarantees to FUJIFILM's entire satisfaction. FUJIFILM shall also have the option to rescind the Order according to the provisions of Article 16 (Termination)
- 8.5 If the Seller cannot make such corrections promptly and within 7 days after the complaint has been made, FUJIFILM is entitled to make or have made the required alterations, repairs and replacements at the Seller's expense.
- 8.6 The preceding guarantee shall also extend to cover the altered, repaired, replaced and substituted Goods, until the time FUJIFILM establishes that the Goods fulfil the specifications to its satisfaction.
- 8.7 The Seller shall indemnify and hold FUJIFILM harmless from all claims, suits actions and proceedings whatsoever which may be brought against FUJIFILM in relation to the delivered goods.
- 8.8 Seller will perform the obligations in the contract according to FUJIFILM 's "Site and Safety Conditions" including all necessary permits.
- 8.9 Seller is fully liable for all direct and indirect damage, suffered by FUJIFILM as a result of non-performance of the Contract, including collection and Legal fees.
- 8.10 Seller and/or his subcontractor(s) are fully liable for all direct and indirect damage suffered by FUJIFILM as a result of unsafe working of their employees and/or not correctly observing the FUJIFILM's site and safety rules and/or not obeying the instructions of persons who are authorised to do so.

Article 9 \ Insurance's

- 9.1 The Seller shall, at his expense, obtain and maintain insurances needed in relation to the performance of the Contract. In case of the performance of services on the premises of FUJIFILM the Seller shall in any case provide and maintain a 'Comprehensive General Liability Insurance', providing at least € 2,250,000.00 coverage per occasion per person injured or killed and for loss and/or damage to property resulting from any occurrence.

Article 10 \ Purchase Price and Payment

- 10.1 The purchase price includes all costs for labour, material, documentary, insurance and transport and other requirements for supply of the Goods at times and in numbers as described in the Contract. All as required by Courts, applicable laws and regulations, unless explicitly agreed upon otherwise. Unilateral price adjustments by the Seller are not permitted.
- 10.2 The term of payment of the Seller's invoice is thirty (30) days from the invoice date or Seller's fulfilment of the Contract whichever is later unless otherwise defined in the Contract..
- 10.3 Seller shall submit invoices in auditable form, complying with the applicable laws, generally accepted accounting principles and FUJIFILM's requirements, containing the following minimum information: Supplier name, address and contact details of the Supplier, invoice date, the date of the supply if different from invoice date and if this can be determined, invoice number, order number, supplier number/purchase order number, address of FUJIFILM:
FUJIFILM Manufacturing Europe BV, Oudenstaart 1, 5047 TK Tilburg, Netherlands, quantity of Goods delivered, specification of the Goods, price (unit price excluding

VAT and total price excluding VAT per VAT rate or exemption and total price), discounts or rebates if not yet included in the unit price, currency, tax or VAT amount in local currency, the VAT rate applied, Suppliers tax and/or VAT number and, if legally needed, the applicable VAT number of FUJIFILM Manufacturing Europe BV.

If invoices require correction the time of payment will be calculated from the date of receipt by FUJIFILM of the Seller's corrected invoice.

- 10.4 FUJIFILM shall be entitled to withhold payment if Seller fails to meet the requirements of the Order. In this case Seller shall have no claim for interest (even on a portion of the price), penalties or any other compensation.
- 10.5 The absence of an express rejection of an invoice shall not constitute acceptance thereof. Payment of an invoice shall not constitute acceptance of any Goods ordered or delivered. Acceptance of Goods by FUJIFILM, to be valid, must be express and explicit and will represent only FUJIFILM's acknowledgment that Delivery has been made
- 10.6 In case the Contract will be dissolved or terminated before the date of receipt of the invoice(s), every undue payment done by FUJIFILM shall be refunded by the Seller within 7 days after dissolution or termination of the Contract, without any right of compensation of the Seller.

Article 11 \ Liability

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

Article 12 \ Assignment

- 12.1 Neither the Contract nor any interest therein shall be assigned or transferred by the Seller, except with the prior written approval of FUJIFILM.

Article 13 \ Security Trade Control

- 13.1 The Seller agrees to comply with all applicable national and international export control and sanctions laws and regulations, including, but not limited to those pertaining to U.S. (re-)export regulations, EU or local export control and sanctions regulations, Catch-all regulations, or the export or import controls or restrictions of other applicable jurisdictions. The Seller shall indemnify and hold harmless FUJIFILM against any claims and/or damages incurred due to breach of the foregoing.
- 13.2 The Seller agrees to inform FUJIFILM in writing whether or not the supplied goods, software or technology is U.S. controlled and/or controlled under the export control laws of its own country, and if so, what the export control classification number (ECCN) is. The Seller also agrees to notify FUJIFILM immediately in writing in case any export restrictions or license requirements are valid for the deliveries involved.

Article 14 \ Corporate Social Responsibility

- 14.1 The Seller warrants and represents that it is conducting business in a manner that meets or exceeds the ethical, legal, commercial and public expectations that society has of business by to a better society and a cleaner environment as well as integrating social and environmental concerns in its business operations and in its interaction with the stakeholders.

Article 15 \ Industrial/Intellectual Property Rights

- 15.1 The Seller warrants and represents that it has valid title to the Goods and that Goods and its use will not -directly or indirectly – infringe any Third party IP rights.
- 15.2 The Seller shall protect, fully indemnify and hold FUJIFILM and its allied companies harmless against any action, claim, loss, demand, costs, charges and expenses -directly and indirectly- and other charges (including attorneys fees) arising from or incurred by any eventual infringement of any industrial and/or intellectual property right mentioned in article 15 of these Conditions.
- 15.3 If any claim is made or action brought against FUJIFILM arising from the matters referred to in this article, the Seller shall be promptly notified thereof and shall at his own expense conduct all negotiations for the settlement for the same and any litigation that may arise thereof. FUJIFILM shall, at request of the Seller afford all available assistance for any such purpose and the Seller shall compensate FUJIFILM for all expenses related hereto.
- 15.4 In the event the Goods become the subject of actions or claims of infringement of intellectual

Property rights, Seller shall either in the shortest possible period obtain the right for FUJIFILM to use the Goods or modify or replace the Goods so that the infringement ends.

Modification or replacement of the Goods shall never result in a decrease or reduction of the functionality or fitness of the Goods for the particular purpose used by FUJIFILM.

If Seller fails to carry out the duties as set out herein, FUJIFILM, with eight business days advance notice, shall be entitled to take such actions as it deems necessary and to recover the total cost of the Goods from Seller.

- 15.5 If a Good is jointly developed by FUJIFILM and Seller, FUJIFILM shall automatically obtain all rights of ownership in relation to this Good, such as but not limited to the right (not the obligation) to file a patent application.

Article 16 \ Termination of the Contract

- 16.1 In the event Seller fails to comply with any term or condition of this Order, FUJIFILM shall be entitled, by written notice to Seller and without prejudice to any other remedy, to terminate the Order in whole or in part without any further liability or obligation and to recover from Seller all moneys paid by FUJIFILM in respect thereof, any additional costs incurred in procuring replacement Goods from an alternative supplier, and indemnification for losses or damages due incurred by FUJIFILM as the result of any Seller's late performance. The same shall apply in case Seller fails to make progress in producing or assembling the Goods so as to endanger the timely performance of this Order in accordance with its terms. Without prejudice to Article 5, the termination shall be made in writing, fifteen days after the date formal notice of default is given.
- 16.2 FUJIFILM is entitled to terminate the Order with immediate effect by written notice to Seller in whole or in part, without any further obligation or liability if one of the following events occur:
- (a) if the Seller fails to fulfil, does not fulfil in good time or incorrectly fulfils any obligation under the Contract or under further Contracts arising thereof;
 - (b) if the Seller is adjudicated bankrupt, or if a petition of bankruptcy has been filed or if the Seller has applied for suspension of payment of his debts or if he liquidates his business or transfers it to a third party;
 - (c) if a third party, competing with FUJIFILM, obtains an interest in the Seller's company through share-holding or otherwise.
- 16.3 Those rights of FUJIFILM are without prejudice to its right of compensation for any loss or damage FUJIFILM may have suffered because of the reason of termination of the Contract.

Article 17 \ Force Majeure

- 17.1 The party affected by an event beyond its reasonable control and which could not reasonably have been foreseen or avoided, including (without implying limitation) terrorism, insurrection, epidemic, flood, earthquake or like natural disaster ("Force Majeure") shall immediately notify the other party in writing of said event and furnish the other party with all relevant information and proof relating thereto, and particularly to the period of time said event may delay the timely performance of this Order. Strikes affecting Sellers, public transportation or events of any type (including those defined as events of Force Majeure hereunder) affecting Sellers' subcontractors or suppliers shall not be considered as events of Force Majeure excusing non performance of this Order.
- 17.2 The price for shipments previously delivered remains due only if they may be fully used by the Buyer notwithstanding the subsequent failure to deliver the rest of the Order. Any excess amount paid as an advance by the Buyer shall be refunded by Sellers.
- 17.3 Equipment breakdowns, shortage of materials, or any other cause beyond the reasonable control of the Buyer preventing the use of the ordered Goods or reducing the needs of the Buyer with respect to the Goods shall entitle the Buyer at its option to suspend or postpone delivery of the ordered Goods or to terminate in whole or in part the Order without further obligation or liability.
- 17.4 Force Majeure shall release the party from its supply or take delivery, as the case may be, for as long as and to the extent that such disruption of hindrance prevails. In such cases both parties shall endeavour to find a mutually acceptable solution. Except where the nature of the event shall prevent it from doing so, the party suffering such Force Majeure shall notify the other party in writing without delay and shall in every instance, to the extent it is capable of doing so, use all reasonable efforts to remove or remedy such cause, with all reasonable dispatch.
- 17.5 The Party claiming an extension of time because of Force Majeure shall have the

burden of proof that such occurrence affects the progress of the execution of the Contract.

17.6 No financial claim for reason of Force Majeure may be submitted or maintained against FUJIFILM.

Article 18 \ Confidentiality and Property of Documents

18.1 All data such as but not limited to drawings, standards, designs and all other documents supplied to the Seller by FUJIFILM or manufactured by the Seller are the property of FUJIFILM.

18.2 The data mentioned in article 18.1 are confidential and they will not be copied and reproduced neither partially nor totally and shall not without prior written approval of FUJIFILM be used for any purpose whatsoever other than in connection with the Seller's performance of the Contract. The Seller shall agree upon the same obligation vis-à-vis third parties engaged by him. Without FUJIFILM's prior written approval, the Seller shall not make public any detail of the Contract, Goods or the purpose thereof.

18.3 This article will survive the term of the Contract with 10 years unless otherwise agreed upon.

18.4 In case the confidential information between FUJIFILM and Seller is carried out via the use of electronic means such as E-mail and/or any other form of data-communication, Seller shall ensure to make use of adequate virus protection. FUJIFILM is not liable for damages which may occur as a result of the sending of viruses and/or any other irregularities in the electronic communication. The sending of E-mail and/or any other form of data-communication occurs without encryption unless FUJIFILM and Seller have agreed in writing that encryption shall be used.

Article 19 \ Applicable Law

19.1 The Contract covered by these General Purchase Conditions and all further Contracts arising thereof shall be governed by the law of the Netherlands, on the understanding that the " UN Convention on the International Sale of Goods" is expressly excluded.

Article 20 \ Laws and Regulations

20.1 The Seller warrants that in performing the Contract all applicable governmental codes, laws and regulations, national and international, have been taken into account. The Seller will, prior to the delivery of the said Goods, supply the necessary governmental and other authorisation documents and markings stamped on the Goods.

Article 21 \ Competent Court

21.1 All disputes arising from or in connection with the Contract will be subject to the exclusive Jurisdiction of the competent court of Zeeland-West Brabant, The Netherlands.

21.2 Article 21.1 shall leave intact the right of FUJIFILM to choose to have a dispute settled by the court having competent jurisdiction pursuant to the law.

21.3 Should a provision of these Conditions or the Contract or a provision later on included in the Contract be or become null and void as a whole or in part, or should a gap in these Conditions or the Contract become evident, this does not affect the validity of the remaining provisions. Instead of the null and void provision, or in order to fill the gap, such valid and practicable regulation is deemed to be agreed with effect ex tunc that in legal and economic terms comes closest to what the parties intended or would have intended in accordance with the purpose of the Contract if they had considered the point at the time of conclusion of the Contract.