

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 corporate body who sells 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:** 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, 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, unless such are explicitly agreed upon in writing.
- 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.

Article 3 \ Order Cancellation

- 3.1 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 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 The ownership of the Goods will pass to FUJIFILM at the moment of delivery at the place of destination, as indicated by FUJIFILM.

- 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 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.

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 (24 digits).

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.
- 8.2 The Seller guarantees furthermore 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 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 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.
- 8.4 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.
- 8.5 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.
- 8.6 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.
- 8.7 Seller will perform the obligations in the contract according to FUJIFILM 's "Site and Safety Conditions" including all necessary permits.
- 8.8 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.
- 8.9 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.
- 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. The invoice to be issued should be properly drawn and is provided with a "FUJIFILM order number". If invoices require correction the time of payment will be calculated from the date of receipt by FUJIFILM of the Seller's corrected invoice.
- 10.3 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 In order to comply with the applicable Security Trade Control laws and regulations, Seller will perform pre-screening of all persons proposed for temporary work at FUJIFILM, in order to ensure that no listed parties of concern as published by relevant governmental authorities (incl. EU consolidated list) and publicly available on the internet will be deployed at the FUJIFILM premises.

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 rights.
- 15.2 The Seller shall protect, fully indemnify and hold FUJIFILM and its allied companies harmless against any action, claim, demand, costs, charges and expenses -directly and indirectly- 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 may 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 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 FUJIFILM may terminate the Contract in whole or in part by written notice to Seller.
- 16.2 Subject to the provision of article 16.1 FUJIFILM is entitled - without recourse to the Courts - to terminate unilaterally the Contract at its option wholly or partially by simple notification to the Seller:
- (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 Force Majeure shall mean any circumstance beyond the reasonable control of the party affected thereby.
- 17.2 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.

- 17.3 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.
- 17.4 No financial claim for reason of Force Majeure may be submitted or maintained against FUJIFILM.

Article 18 \ Confidentiality and Property of Documents; communication security

- 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 "Uniform Act Relating to the International Purchase of Movable Physical Property" and the "Convention on the International Sale of Goods 1980" shall not apply.

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 Breda, 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.