

## **General Terms for Kodak Products and Services**

### **Price**

All prices will be those ruling at the date of delivery and unless otherwise specified by Kodak will be quoted FOB supplying country port or airport.

Export prices are strictly net. Kodak price lists do not constitute an offer.

### **Payment**

Accounts are payable to Kodak at the address and in the currency stated in the invoice.

Until a credit account is established, all business with new customers is on a cash basis unless otherwise agreed.

Kodak may at any time require the customer to provide a letter of credit or other security acceptable to Kodak in respect of outstanding or future business. Any letter of credit shall be in accordance with the ICC Uniform Customs and Practice for Documentary Credits Publication 500 (UCP500).

If the customer fails to pay any amount to Kodak when due, then immediately on demand by Kodak the customer shall pay interest on the invoice currency until the date of actual payment, before as well as after judgment, at a rate of 2% per month together with Kodak's then current standard administration charge for overdue accounts.

Non-payment on the due date entitles Kodak to cancel the contract without further notice, suspend deliveries and all other amounts outstanding from the customer become due and payable immediately. Time and payment shall be of the essence of the Contract.

### **Packing**

Prices include standard export packing. Kodak reserves the right to charge for specialized packaging.

### **Uncontrollable Events - Delays**

In case of delays caused by circumstances beyond the control of Kodak, Kodak shall have the right either to suspend deliveries without notice or cancel the contract without liability.

By way of illustration and not of limitation, the following are considered as uncontrollable events: strike, lock-out, riot, revolution, mobilization, war, epidemic, compliance with laws of regulations, transportation difficulties, working difficulties, machine breakdowns, fires, failure of suppliers, or other causes, whether similar or not.

### **Delivery**

Except when customers give special instructions in which case the Products will be at the customer's sole risk, Kodak selects the manner of delivery of the Products.

The customer will, upon receipt, inspect the Products and lodge any complaints with the carrier and Kodak within the time limit applicable. It is the customer's responsibility to prove any shortage or breakage. While Kodak will endeavor to adhere to stipulated delivery times, delays will not entitle customers to cancel the order nor claim damages from Kodak.

### **Incoterms**

Incoterms 2000 or any version amending or replacing the same shall apply to the supply of Products under these General Terms. The applicable Incoterms shall be stated on the order acknowledgement or invoice issued by Kodak. In the case of conflict between the provisions of Incoterms and these General Terms, then these General Terms will prevail.

### **Complaints - Returns**

Any complaint concerning the quality of Products must be accompanied by:

- a) A specimen of the articles showing the reported defect.
- b) Where appropriate and to the extent necessary to establish the fault, a sample taken from the same consignment, in its original packing showing the references used for identification.

No claim can be accepted unless these conditions are met.

Products may be returned only with the prior approval of Kodak and shall be addressed to the Kodak shipping location, carriage paid. Products returned must be undamaged and carefully packed in their original packaging so as to be in a resaleable condition with their resaleable condition with their original marks and numbers unaltered.

### **Limitation of Liability**

The responsibility of Kodak is limited to the repair, replacement or at Kodak discretion with the credit of the invoice value of products or parts found to be defective or faulty in manufacture, labelling or packaging. Kodak shall be given the opportunity to examine any alleged defect. All further warranties, terms and conditions in relation to the products, express or implied, whether by common law, statute, trade usage or otherwise, and whether relating to quality, fitness for any particular purpose or other wise, are hereby excluded to the fullest extent permitted by law. Responsibility will not be accepted for loss or damage, consequential or otherwise, however caused.

Customers are not entitled to withhold payment of invoices or make deductions on account of Products claimed to be defective.

### **Product Information**

The customer shall ensure that any safety information provided by Kodak in relation to the Products supplied is passed, where the products are supplied for use at work, to the customer's employees or, where the Products are supplied for resale, to the subsequent purchaser. The customer shall not alter, mask or remove any such safety information from the Products.

### **Advertising**

Kodak advertising and display material is supplied to the customer for his own business, and only for use and exhibition at addresses approved for the sale of Kodak Products. The customer must not in any way imply that he is the agent of Kodak since this implies one who acts on behalf of and with authority from a principal. The terms such as "Kodak Agent", "Kodak Depot", "Kodak Shop" should therefore not be used since this might cause the public to infer that Kodak has an interest in or is responsible for the conduct of the business 50 described. Customers considering advertising are invited to consult Kodak.

### **Trade Marks**

Kodak trademarks are duly protected by the laws in force and by International conventions. Consequently, neither Kodak customers, nor third parties in general may use such trade marks without previous authority in writing from Kodak. Nothing in these Special Terms of Business for Export shall imply such authority.

### **Customer order conditions**

Any provisions of the customer's order which conflict with, or are in addition to, the General Terms shall be excluded. No order submitted by a customer shall be deemed to be accepted by Kodak unless confirmed in writing by Kodak.

### **Severance**

If any provisions of these General Terms shall be invalid or unenforceable, the other provisions shall remain in full force and effect.

### **Verbal agreements**

Any verbal agreement or representation or any variation to the present terms shall not be binding on Kodak unless it has been confirmed by an authorized Resale representative of Kodak in writing.

### **Resale**

Kodak Products are supplied subject to the following conditions:

- a) The Products shall remain in their original packaging and the marks, numbers or references indicated on the Products or packaging shall neither be covered, defaced, altered nor erased
- b) The Products shall normally be resold at any trade level only by qualified personnel and in premises suitable for their storage, display and sale under satisfactory conditions.

### **Assignment**

Kodak is a member of a group of companies whose holding company is Eastman Kodak and accordingly, Kodak may at any time perform any of its obligations or exercise any of its rights through any other member

of its group and may assign, transfer, charge or deal in any other manner with any of its rights under the General Terms including without limitation the right to recover any payment due.

### **Waiver and remedies**

The failure of Kodak to exercise or a delay in exercising a right or remedy does not constitute a waiver of such right or remedy or any other rights or remedies and will not prevent Kodak from subsequently requiring compliance with such obligation.

### **Destination**

The Products are for use in the country of ultimate destination stated on the order and while the laws of the country concerned shall permit and accept by prior Agreement by Kodak, shall not be exported nor resold for export outside that country. Kodak does not consent to the re import of the Products into the European Community.

### **Restrictions**

Supply of Products is subject to any restrictions concerning the export of products or technical data which may be imposed upon from time to time by International or Government Authorities. Nothing herein shall require Kodak to supply Products or data if it considers that such supply is likely to result in a violation of such laws or regulations.

### **Law of the Contract**

Unless otherwise expressly agreed the law of the contract shall that of the location of the Kodak establishment administering the transaction and the courts of that country shall have non exclusive jurisdiction.