

**FUJIFILM IMAGING COLORANTS, INC.**  
**General Terms and Conditions of Sale**

THESE GENERAL TERMS AND CONDITIONS OF SALE, TOGETHER WITH ANY ADDITIONAL TERMS WHICH MAY SEPARATELY BE MADE APPLICABLE IN WRITING BY FUJIFILM IMAGING COLORANTS, INC. ("VENDOR") TO PARTICULAR PRODUCTS AND/OR SERVICES, GOVERN THE SALE BY VENDOR OF ITS PRODUCTS ("PRODUCTS") AND/OR SERVICES ("SERVICES"). NOTWITHSTANDING ANY DIFFERENT, CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS WHICH APPEAR ON ANY PURCHASE ORDER OR OTHER BUSINESS FORM SUBMITTED BY A CUSTOMER ("BUYER"), SUCH DIFFERENT, CONFLICTING OR ADDITIONAL TERMS WILL NOT BECOME A PART OF THE CONTRACT OF SALE BETWEEN VENDOR AND BUYER.

**FORMATION OF CONTRACT**

A contract for the sale of Products and/or Services will be formed only if and when purchase orders from Buyer are accepted by Vendor in writing, including by issuance of an invoice for Products and/or Services, or Vendor ships Products or undertakes performance of Services ordered.

**SHIPPING, PACKAGING, CREDIT AND PAYMENT TERMS**

Prices are subject to change without notice. Vendor reserves the right to change specifications, package and/or design etc. as may be required.

Obligations of Vendor to perform hereunder are subject to the strict observance of Buyer of the credit or payment terms established by Vendor in its sole discretion. Vendor reserves the right to change its credit, payment and shipping terms upon advance notice to Buyer and may require payment in advance as a condition of shipment and/or performance of Services. Vendor reserves the right, among other remedies, to terminate any sales contract with or suspend deliveries to Buyer, or terminate or suspend performance of Services, in the event Buyer fails to pay for any payment when due.

Any claims for prices, trade allowances, cash discounts, sales and use taxes, or other benefits pertaining to this contract must be submitted along with appropriate proof of performance within one (1) year from date of invoice.

Title to Products and risk of loss shall pass to Buyer when Products are delivered to carrier at the shipping point. Buyer shall indemnify Vendor against any and all claims and liabilities (including third party claims) in any way related to Products, including for personal injury and/or property damage, which arise after passage of title to Buyer, when such claims or liabilities arise out of, relate to, or are imposed by reason of, Buyer's negligence or willful acts.

## RETURNED GOODS

Any Product returns must be authorized by Vendor and a Return Authorization (RA) form and RA number must be obtained prior to the return. All authorized returns should be shipped, freight paid, F.O.B. destination as specified by Vendor. Returns shipped freight collect will not be accepted. Returned goods may be subject to a restocking charge. Vendor will invoice or credit Buyer for appropriate adjustments resulting from returns, and Buyer may not make any deduction from invoiced amounts except upon receipt of such adjustments.

## TAXES

The price of Products and/or Services does not include any taxes which may apply to the sale or use of those Products and/or Services, including sales, use, privilege, excise or property taxes, and Vendor will invoice Buyer for such applicable taxes. Buyer is solely responsible for the payment of all such taxes, whether or not invoiced.

## LIMITATION OF LIABILITY AND ACTIONS

Except for the warranties, if any, printed on or packaged with Products when sold, **VENDOR MAKES NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, REGARDING ANY PRODUCTS, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SUITABILITY FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. THE WARRANTIES SHIPPED WITH THE PRODUCTS PROVIDE BUYER'S EXCLUSIVE REMEDIES IF PRODUCTS ARE DEFECTIVE OR NON-CONFORMING.**

**VENDOR MAKES NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, REGARDING ANY SERVICES.**

If any court having jurisdiction finally holds that this limitation of remedies is void or unenforceable, Vendor's liability for any claim shall be limited to the invoice price of the Products and/or Services giving rise to the claim.

Buyer shall inspect for defects or non-conformity upon receipt of Product and/or Services. Any claim relating to Products and/or Services shall be deemed waived unless made in writing and received by Vendor within thirty (30) days of Buyer's receipt of the Products to which such claim relates or of the performance of the Services to which such claim relates, as applicable.

In no event will Vendor or the manufacturer of Products and/or provider of Services be liable for incidental, consequential or special damages, even if such damages result from negligence or other fault.

Buyer shall indemnify Vendor for any third-party claims arising from representations by

Buyer to the effect that Vendor has made any warranty, or will allow any remedy, with respect to Products and/or Services other than as expressly stated hereunder.

#### COSTS AND EXPENSES OF COLLECTION

In the event that Buyer fails to make full payment for the Products and/or Services, in the manner and within the time specified by Vendor in its payment terms, Buyer shall be liable to Vendor for payment of all costs and expenses incurred by Vendor in seeking collection of the amounts owed by Buyer, including but not limited to the costs of collection agencies and reasonable attorneys' fees incurred by Vendor.

#### UNLOADING AND DEMURRAGE

Vendor's delivery equipment, if any, is furnished with the understanding that Buyer will use all reasonable effort to unload and return same to the delivering carrier within the tariff or contracted period free of demurrage and extra detention charges. Any demurrage and extra detention charges on such equipment are for Buyer's account.

#### GENERAL

Vendor shall not be liable in any way for failure or delay in carrying out the terms of any contract for the sale of Products and/or Services resulting from any cause or circumstance beyond its reasonable control, including, but not limited to, any act of God, fire, flood, war, explosion, labor difficulties, inability to obtain necessary labor or materials, interruption of transportation, civil commotion, and acts of any governmental authority. In no event will Vendor be required to purchase any products and/or services in the marketplace to meet its obligations hereunder or be required to purchase materials and/or services necessary upon unreasonable terms and/or at unreasonable prices. During any shortage of Products and/or Services, Vendor may apportion and allocate Products and/or Services among itself and its subsidiaries, affiliates and customers as Vendor deems fit in its sole discretion.

If any provision of these Terms and Conditions conflicts with any other terms or conditions separately made applicable in writing by Vendor to particular Products and/or Services, such separately applicable terms and conditions shall govern with respect to such conflict.

If any provision of these Terms and Conditions (as supplemented by any additional terms separately made applicable by Vendor to particular Products and/or Services) is finally determined to be invalid or unenforceable by any court of competent jurisdiction, such determination shall not affect any other provision hereof, and all such other provisions will remain in full force and effect.

Any sales contract formed between Buyer and Vendor may not be assigned by Buyer except with the prior written consent of Vendor.

These Terms and Conditions and the sales contract formed between the parties shall be construed and enforced in accordance with the laws of the State of Delaware (without giving effect to its rules of conflict of laws).