

TERMS AND CONDITIONS OF PURCHASE

1. APPLICATION: (1) These Terms and Conditions of Purchase (these “Conditions”) apply to any contract relating to the purchase of goods (“Goods”) and/or services (“Services”) by Kodak Alaris International Limited (Austrian Branch) or any of its affiliates (“Alaris”) from the supplier of such Goods/Services (“Supplier”) under a purchase order (together with these Conditions “the Contract”). (2) If there is a written agreement signed by both parties relating to the transaction to which these Terms apply, the terms and conditions of the signed written agreement shall prevail to the extent they are inconsistent with these Conditions. (3) Any general terms and conditions contained or referred to in any quotation, acknowledgement, confirmation, invoice or other document issued by Supplier shall not be applicable to a Contract, shall in no way modify these Conditions or bind Alaris, and are expressly excluded unless Alaris has expressly agreed in writing to their inclusion. (4) By entering into the Contract, Supplier submits to the application of these Conditions and expressly agrees that these Conditions shall be binding upon Supplier under the Contract.

2. PURCHASE ORDERS: (1) Alaris shall not be deemed to have entered into or made a binding offer for the conclusion of the Contract regarding the supply of Goods or the performance of Services by Supplier unless such Goods or Services have been duly ordered by Alaris on Alaris’ standard purchase order form as amended by Alaris from time to time. (2) The correct purchase order number and applicable line number must appear on all shipping labels, packing lists, bills of lading, freight bills, other shipping documents, invoices and other correspondence. (3) Supplier shall deliver the Goods and perform the Services as described in the Contract. (4) Any quantity of Goods supplied in excess of the quantity ordered in the Contract may be returned at Supplier’s risk and expense. (5) Time is of the essence with respect to any delivery dates or schedules agreed in the Contract. If any agreed delivery dates or schedules are not met by Supplier, the relevant Contract shall not automatically be deemed cancelled as set forth in Section 919 of the Austrian Civil Code but Alaris shall be entitled to cancel the Contract with immediate effect and without prior notice to Supplier. If Alaris does not cancel the Contract, Supplier shall remain obligated to fulfil its obligations thereunder. Alaris shall incur no liability vis-à-vis Supplier for cancellation of the Contract under this Section 2(5). (6) Any change or variation to a Contract must be authorized in writing by Alaris otherwise it shall be of no effect.

3. SHIPMENTS: (1) Delivery terms regarding the supply of Goods shall be as set out in the Contract or, if not specified therein, Incoterms Delivery Duty Paid (DDP) shall be applicable. (2) A packing list must be completed for each shipment and attached to the outside of the shipping container. (3) All freight bills must include a reference to the relevant shipments to which they pertain. (4) Supplier shall comply with all applicable transportation and logistics requirements of Alaris as well as all product specifications and restricted materials declaration requirements. (5) Title in and risk of loss regarding the Goods shall pass to Alaris upon delivery of the Goods at the address specified in the Contract. (6) In the event of loss or damage in transit, Supplier shall replace the relevant Goods free of any charge as soon as reasonably possible.

4. INSPECTION: (1) Alaris shall be entitled to inspect and test (i) all Goods (whether already produced or still in the course of manufacturing); and (ii) the status of performance of all Services (whether already performed or not yet completed) at all reasonable times and Supplier shall grant access to its premises and all other facilities reasonably required for such purposes at Supplier’s expense. (2) Any non-complying Goods may be returned by Alaris to Supplier at the Supplier’s expense. Alaris’ acceptance of delivery or payment for the Goods and/or Services prior to the Alaris’ inspection will not be construed as an acceptance of the non-complying Goods and/or Services. (3) For the purposes of Alaris’ inspections, Supplier shall maintain accurate and complete records regarding (a) the design, manufacturing and testing by Supplier and/or its people of Goods subject to a Contract and (b) the provision of the Services under any Contract. Alaris shall, upon request, be permitted to inspect said records from time-to-time Alaris’. (4) Supplier must keep such records (including any documents necessary for tracing purposes) for any period required by applicable laws.

5. INVOICES: (1) Supplier shall issue invoices without undue delay after delivery of the Goods or completion of the Services supplied/performed under the Contract and shall submit all invoices to the address specified in the applicable purchase order. (2) The correct purchase order number and applicable line number must appear on the invoices for each invoiced item. (3) Invoices which are not sent in accordance with or which are otherwise not materially compliant (i.e. Alaris is unable to assess the correctness of such invoice with reasonable effort) with the specific instructions contained in these Conditions may be rejected by Alaris and the payments invoiced thereunder cannot become due.

6. PRICE AND PAYMENT: (1) The price of the Goods and/or Services is the price stated in the applicable purchase order or, if no price is expressly set forth therein, the lower of (i) the last price quoted to Alaris by Supplier with regard to the relevant Goods/Services; or (ii) the last price published by Supplier for similar Goods or Services. (2) Such prices include all indirect charges such as packaging, crating, freight, transport, insurance, fee, taxes, duties (other than VAT) or any other carriers’ charges unless agreed otherwise in the applicable purchase order. (3) All applicable prices are fixed unless otherwise specified in the Contract and may not be increased without the prior written consent of Alaris. (4) Each invoice must indicate the correct price in the same units as shown on the applicable purchase order. (5) Alaris will pay all correctly rendered and undisputed invoices within 60 days from the date of service to Alaris of a proper invoice in accordance with the provisions of these Conditions, unless otherwise agreed in the applicable purchase order or a signed written agreement. (6) Payment may be withheld by Alaris in whole or in part in the event that the Goods or Services are not supplied/performed in accordance with the applicable Contract. (7) Alaris reserves the right to set off any amount owing to it by Supplier against any amount payable by Alaris to Supplier at any time. (8) Any payments made by Alaris are without prejudice to Alaris’ rights pursuant to these Conditions, the applicable Contract or any other legal ground. (9) If Alaris disputes an invoice: (i) payment is suspended until the dispute is resolved; and (ii) Supplier must give Alaris any information or document Alaris requests in relation to the invoice in dispute.

7. CHANGE ORDERS / TACIT ACCEPTANCE BY SUPPLIER: (1) Alaris may at any time, by written instructions and/or drawings issued to Supplier, order changes to the Goods or Services to be provided under the Contract (“Change Order”). (2) Supplier shall within 10 business days (*i.e.* Monday through Friday except Austrian public holidays) of receipt of a Change Order submit to Alaris a firm cost and performance deadline adjustment proposal for the Change Order. (3) If Alaris accepts such proposal or Supplier fails to timely provide such proposal, Supplier’s continued performance under the relevant Contract shall be subject to the terms of such Contract as amended by the Change Order and the cost proposal made by Supplier in reaction to the Change Order (if applicable); if no cost adjustment proposal by Supplier is in place, the agreed price under the Contract amended by the Change Order shall be adequately adjusted (*i.e.* increased or diminished) by applying the rules of Section 6 of these Conditions. (4) Any variation to the Contract proposed by Supplier shall be of no effect unless it is agreed to and authorized in writing by Alaris.

8. COMPLIANCE WITH LAWS, REGULATIONS, STANDARDS AND POLICIES: (1) Supplier shall comply with all applicable laws, regulations and standards in force or amended from time to time, including, but not limited to (i) all consumer protection laws relating to the Goods or Services, including the UK Consumer Protection Act 1987 and the European Commission’s Directive on Consumer Rights, and any statutory modifications or re-enactments thereof, and all other relevant legislation and applicable United States, British and European standards and codes of practice in relation to the Goods or Services; (ii) labour laws, including those pertaining to health and safety in the workplace, slavery, forced labour, child labour and/or human trafficking, including the UK Health and Safety at Work Act 1974, the UK Modern Slavery Act 2015 and any other laws, statutes or regulations pertaining to the foregoing in effect in the relevant jurisdictions; (iii) environmental protection laws, regulations, standards, codes, ordinances and directives, including obtaining any necessary air and water discharge permits and complying with all applicable waste management and disposal requirements; (iv) all export and import laws of all countries, in each case as applicable to Supplier’s manufacture or distribution of the Goods or performance of the Services; and (v) all applicable policies of Alaris in force from time to time, including but not limited to those found at <http://legal.kodakalaris.com/supplier-terms-and-conditions/>. (2) Supplier shall comply with all requirements and prohibitions of the Foreign Corrupt Practices Act (“FCPA”) of the United States of America, the 2010 Bribery Act of the United Kingdom (the “UK Bribery Act”) and any anti-bribery and anti-corruption statute or regulation in effect in the relevant jurisdictions (together the “Anti-Corruption Laws”) in force or amended from time to time. Supplier represents and warrants that it is familiar, has conducted and as of the date hereof does conduct its business in accordance with all applicable Ant-Corruption Laws. (3) Supplier shall sustain any and all licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under these Conditions and any Contract. (4) Supplier shall notify Alaris and provide full details if at any time it obtains information that any Goods or Services provided by Supplier may constitute a risk to health and/or safety of persons.

Supplier shall co-operate with Alaris in relation to any product recalls or other measures which Alaris may – in its reasonable discretion – take to minimize the risks referred to in the preceding sentence and shall indemnify and hold Alaris harmless from any relating costs reasonably incurred by Alaris. (5) Supplier shall have in place and maintain in full force all appropriate insurance as is reasonably required for the supply of Goods and provision of Services with a reputable insurance provider in the amount required by law, or where non is required an amount which would be reasonably expected given the Goods and/or Services to be supplied. (6) Supplier shall be responsible for any applicable labelling requirements and shall indemnify and hold Alaris harmless from any and all fines, penalties, storage costs or other expenses incurred as a result of failure of any shipment to comply with such applicable labelling requirements. (7) Customs-Trade Partnership Against Terrorism (“C-TPAT”) compliance is applicable if any Contract involves Goods that are exported to or shipped within the United States, either by Supplier or Alaris. Supplier will maintain membership in or security measures consistent with the requirements of the C-TPAT program. Certificate of membership or documentation that the appropriate security measures are being complied with shall be provided to Alaris upon request. Alaris and its nominated representatives shall, subject to the reasonable business security requirements of Supplier, have the right to audit Supplier’s compliance with all of its obligations under this paragraph (7). (8) For any Goods or any components thereof delivered to Alaris under any Contract, Supplier shall provide to Alaris upon request (i) certificates of origin or other statements regarding place of origin required by Alaris, or as required by applicable rules of origin or other trade policies in effect; and (ii) proof of preferential status, if any, under applicable rules of preferential origin. Any Goods intended to be imported into the United States must be marked, branded, or labelled, legibly in English words, in such manner as to indicate the country of origin of such Goods. The respective labels must be placed in a conspicuous place on the relevant Goods or on the immediate container and the outer package in which the relevant Goods are imported. Any additional work to or material added to Goods in a country different from the one where the Good was manufactured must result in a substantial transformation of the Good in order to render such other country the “Country of Origin”. United States Customs Law makes compliance with these regulations mandatory. (9) Supplier shall comply with all laws, regulations and rules administered by any governmental authority, agency, regulatory body or other entity exercising regulatory powers or functions, including but not limited to the United Nations Security Council, the United States of America, the United States Department of the Treasury’s Office of Foreign Assets Control (“OFAC”), the United States Department of State, the European Union, the United Kingdom, Her Majesty’s Treasury, Hong Kong, the Hong Kong Monetary Authority or other sanctions authority, imposing trade, economic or financial sanctions or trade embargoes (“Economic Sanctions Laws”). Supplier agrees that it shall not, and shall not permit any third parties to, directly or indirectly, participate in any transaction involving: (i) any country, territory or other jurisdiction that is subject to any Economic Sanctions Laws; (ii) any person that is the target or subject of any Economic Sanctions Laws; or (iii) any violation of any Economic Sanctions Laws. (10) Without limiting the generality of the foregoing, Supplier, neither directly nor indirectly, has conducted and shall not conduct in the future any business with any third parties or deal with any Goods or any components thereof that are located in or derived from any country or other jurisdiction that is subject to, or in any way which is prohibited by, any Economic Sanctions Laws and expressly acknowledges that it shall not, either directly or indirectly, order, trade, sell, otherwise dispose or engage in any economic activity relating to Goods and/or Services hereunder in: (i) Iran; (ii) Sudan; (iii) North Korea; (iv) Syria; (v) Cuba; (vi) Belarus; (vii) Zimbabwe; (viii) Myanmar (Burma); (ix) the Crimea and Sevastopol Regions (Ukraine); and (x) the military/defence/energy sectors in Russia.

9. WARRANTY, NO OBLIGATION TO INSPECT: (1) Supplier represents and warrants that all Goods and Services provided under the Contract shall (i) be free from defects in workmanship, material and design; (ii) conform to the Contract and any specifications, drawings, samples and other requirements supplied or specified by Alaris and/or Supplier; (iii) be fit for their intended purposes and operate as intended; (iv) be merchantable; (v) be free and clear of all liens, security interests or other encumbrances; and (vi) not include any software or data which is subject to the terms of an open source license (as defined at <http://www.opensource.org/osd.html>) except to the extent prior disclosed in writing to Alaris. In addition, Section 922 of the Austrian Civil Code shall apply to any Contract. (2) Supplier further represents and warrants that it shall perform all Services hereunder using personnel with the required skill, experience and qualifications, in a professional and workmanlike manner in accordance with generally recognized industry standards, and shall devote adequate resources to meet its obligations hereunder. (3) Supplier warrants and represents that the Goods and/or Services provided hereunder (i) do not infringe any intellectual property rights (including current and future registered and unregistered rights in respect of copyright, designs, trademarks, trade secrets, know-how, confidential information, patents, invention, discoveries and any other intellectual property rights (“Intellectual Property Rights”)) of any other person. (4) The representations and warranties made by Supplier shall remain in full force and effect notwithstanding any delivery, inspection, acceptance or payment of or for the Goods or Services by Alaris. Section 377 of the Austrian Commercial Code shall not apply to any Contract. (5) In case of defective performance by Supplier and in addition to any other rights or remedies Alaris may have, Alaris may, at its option: (i) cancel the applicable Contract as a whole (or only partly with regard to the defective or nonconforming Goods or Services) in case of material defects (*i.e.* defects materially impairing the use of the relevant Goods by Alaris or materially preventing Alaris from using (or benefiting from) the respective work products of performed Services) and request full credit or refund of the agreed price; (ii) accept defective or nonconforming Goods or Services at a reasonably reduced price; or (iii) require repair or replacement of defective or nonconforming Goods or re-performance of any Services not satisfactorily performed. If any requested repair, replacement or re-performance hereunder is not accomplished by Supplier within a reasonable time, Alaris may, at its option, cancel the relevant Contract as a whole (or only partly with regard to the defective or nonconforming Goods or Services), secure a substitute from a third party and claim damages from Supplier. (6) Any re-performance, returns and repairs of defective or nonconforming Goods or Services hereunder shall be made at Supplier’s sole expense. Alaris’ (7) The exercise of any of the rights hereunder in respect of merely part of the Contract shall not invalidate the remaining part of that Contract or release Supplier from any of its obligations to provide the remainder of the Goods or Services under the remaining part of the Contract.

10. RIGHT TO AUDIT; COOPERATION: (1) As Alaris deems necessary and upon reasonable notice to Supplier, Supplier shall provide Alaris with access to its facilities, quality procedures, records, employees and regulatory submissions in order for Alaris to assess Supplier’s performance in compliance with the applicable Contract. (2) Supplier and its subcontractors, if any, will fully cooperate without undue delay with Alaris and/or its security consultants in any investigation for fraud or theft with regard to any of the Goods or Services supplied/performed by Supplier to Alaris under the Contract.

11. GENERAL INDEMNIFICATION: Without prejudice to any other rights of Alaris, Supplier shall, at its expense, unconditionally and fully defend, indemnify and hold harmless Alaris, its affiliates, successors or assigns, and each of their respective directors, officers, shareholders, agents and employees (collectively the “**Indemnified Parties**”) from any and all damages, losses, claims, liabilities, penalties and other costs or expenses, including reasonable attorneys’ fees and other costs of enforcing rights under these Conditions (collectively “**Losses**”), arising out of, resulting from or occurring in connection with (i) the breach of any of the provisions of the Contract or of these Conditions; (ii) the breach of any applicable law, regulation, standard or policy; or (iii) negligence or wilful misconduct, in each case by Supplier or by any of its affiliates, employees, agents or subcontractors, regardless of whether such acts or omissions are in- or outside the scope of employment or engagement with Supplier. Supplier shall not enter into any settlement agreement related to an indemnification claim hereunder without Alaris’ prior written consent.

12. INTELLECTUAL PROPERTY INDEMNIFICATION: Supplier shall, at its expense, unconditionally and fully defend, indemnify and hold harmless the Indemnified Parties against any and all Losses arising out of or in connection with any claim that an Indemnified Party’s Alaris’ receipt, possession and/or use of the Goods or Services provided by Supplier under the Contract infringes or misappropriates the Intellectual Property Rights of any third party, including contributory infringement. Supplier shall not enter into any settlement related to an indemnification claim hereunder without Alaris’ prior written consent.

13. DATA PROTECTION: Supplier shall comply with all applicable data protection and privacy laws in effect from time to time, including but not limited to the UK Data Protection Act (1998), as amended from time to time (the “Data Protection Act”), and where personal data (as defined in the Data Protection Act) is transferred outside the European Economic Area, the parties shall adopt customary Model Contract Clauses.

14. CONFIDENTIAL INFORMATION: (1) All non-public, confidential or proprietary information of Alaris, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Alaris to Supplier in connection with these Conditions or any Contract, 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,” shall be deemed to be confidential, to be used solely for the purpose of performing under these Conditions or any Contract and may not be disclosed or copied unless authorized in advance by Alaris in writing. (2) Upon Alaris’ request, Supplier shall promptly return all documents and other

materials received from Alaris and delete any copies made thereof. Alaris shall be entitled to injunctive relief for any violation of this Section. (3) This Section does not apply to information that is: (i) in the public domain; (ii) known to Supplier at the time of disclosure; (iii) rightfully obtained by Supplier on a non-confidential basis from a third party; or (iv) required to be disclosed by any applicable law or by order of any court of competent jurisdiction or any government body, agency or regulatory body, provided that the party receiving a request for disclosure of confidential information of the other party shall use all reasonable endeavours to give the other party as much written notice of the request/order for disclosure as it reasonably can to enable the other party to seek a protective order or other action protecting the confidential information from disclosure. (4) Unless otherwise agreed in writing, any information disclosed to Alaris by Supplier in connection with these Conditions or any Contract, whether or not labelled to indicate that the contents are of a proprietary or confidential nature, shall be considered as having been disclosed to and received by Alaris on a non-confidential basis as part of the consideration for any Contract. Alaris shall have no legal obligation vis-à-vis Supplier regarding the use and/or disclosure of such information, except for obligations arising under applicable laws on the protection of intellectual property.

15. CANCELLATION OF CONTRACT: (1) Without prejudice to any other rights provided under the Contract, Alaris may cancel any Contract with immediate effect (*ex-nunc*) by written notice to the Supplier, if the Supplier (i) breaches any terms of the relevant Contract and does not cure such breach within a grace period of 14 days from receipt of a respective written demand by Alaris; (ii) is unable to pay its debts as they fall due, passes a resolution for winding up (other than for the purposes of a solvent amalgamation or reconstruction) or if a court of competent jurisdiction makes an order to that effect; or (iii) enters into liquidation or otherwise ceases to carry on business or an analogous event occurs to Supplier in any jurisdiction. (2) If Alaris cancels the Contract pursuant to this Section, Supplier's sole and exclusive remedy shall be payment for the Goods and Services received and accepted by Alaris in accordance with the contractual agreements prior to the cancellation of the Contract.

16. ASSIGNMENT OF RIGHTS BY ALARIS: Supplier herewith agrees to the assignment by Alaris of any of Alaris' rights and/or obligations under any Contract without Supplier's further consent to any affiliate of Alaris or to any person acquiring all or substantially all of Alaris' assets.

17. FORCE MAJEURE: (1) Subject to Section 17(4), neither party shall be held responsible for failure or delay in performance under a Contract to the extent such failure or delay is caused by an event or circumstance that is beyond the reasonable control of the affected party and which by its nature could not have been foreseen or avoided (a "Force Majeure Event"). (2) Supplier's economic hardship, labour disputes or changes in market conditions are not considered Force Majeure Events. (3) In the case of a Force Majeure Event, the affected party shall use all diligent efforts to end and/or minimize the effect of the failure or delay of its performance. (4) If a Force Majeure Event prevents Supplier from carrying out its obligations under any Contract for a continuous period of more than 10 business days (*i.e.* Monday through Friday except Austrian public holidays), Alaris may terminate (in case of a continuing obligation, *Dauerschuldverhältnis*) or rescind (in all other cases) any affected Contract immediately by giving written notice to Supplier.

18. MISCELLANEOUS: (1) Any notices sent to Alaris under these Conditions or any Contract shall be sent to the attention of the Legal Department at legal@kodakalaris.com. (2) Provisions of these Conditions, which by their nature should apply beyond termination or expiration of the Contract will survive and remain in force after any termination or expiration of the Contract. (3) If any term or provision of the Contract is or becomes invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of the Contract or invalidate or render unenforceable such term or provision in any other jurisdiction. The invalid or unenforceable provision shall be replaced by a provision which comes closest to the economic effect of the invalid/unenforceable provision. (4) No waiver by Alaris of any of the provisions of the Contract is effective unless explicitly set forth in writing and signed by Alaris. (5) No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from the Contract operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. (6) Supplier shall not assign, transfer, delegate or subcontract any of its rights or obligations under the Contract without the prior written consent of Alaris. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Supplier of any of its obligations hereunder. (7) The Contract are for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of the Contract or any purchase order by Alaris. (8) Alaris reserves the right to alter or amend these Conditions or any special terms generally or for any particular class of Goods or Services at any time. (9) The relationship between the parties is that of independent contractors. Nothing contained in these the Contract or any quotations by Supplier shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. (10) Supplier shall at all times be responsible for its employees and personnel, and in no case shall Alaris be deemed an employer or otherwise responsible for Supplier's employees, staff, agents, or other personnel. (11) Subject to the terms of the Contract, the Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersede and extinguish any prior drafts, agreements, undertakings, understandings, promises or conditions, whether oral or written, express or implied between the parties relating to such subject matter. (12) Each party acknowledges to the other that it has not been induced to enter into these the Contract by nor has it relied upon any representation, promise, assurance, warranty or undertaking (whether in writing or not) by or on behalf of the other party or any other person. (13) All matters arising out of or relating to these the Contract shall be governed by and construed in accordance with the laws of Austria, without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of or relating to these the Contract shall be brought in the competent courts located in Vienna, Inner City, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. The application of the United Nations Convention for the International Sale of Goods (CISG) is excluded.