

TERMS AND CONDITIONS OF PURCHASE ORDER

Any offer by FUJIFILM Graphic Systems U.S.A., Inc. ("**Buyer**") for goods, materials, and/or equipment (the "**Goods**") and/or services, maintenance and/or repair (the "**Services**"), whether in hard copy, or by electronic transmission, telephone or other means, (the "**Offer**"), not otherwise subject to a specific written purchase agreement between Buyer and Vendor, shall be subject to and incorporate the following terms and conditions (together with the Offer, the "**Purchase Order**"):

1. **ACCEPTANCE:** Vendor's promise of shipment or shipment of the Goods or Vendor's promise of performance or undertaking of performance of the Services, as applicable, shall constitute Vendor's agreement that it will deliver the Goods and/or the Services, in accordance with the Purchase Order and at the price mutually agreed upon by Buyer and Vendor. Vendor agrees to follow the shipping and invoicing instructions issued by Buyer, which instructions are incorporated by reference into the Purchase Order. Acceptance is limited to the terms and conditions hereof and any different or additional terms and conditions, whether or not in Vendor's acknowledgement or in other documents, are hereby rejected and shall be of no force or effect. **THE PURCHASE ORDER AND ANY RELATED CONFIDENTIALITY AGREEMENT EXECUTED BY THE PARTIES SHALL CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO AMENDMENTS OR MODIFICATIONS SHALL BE MADE EXCEPT IN WRITING SIGNED BY BUYER AND VENDOR.**
 2. **INSPECTION AND REJECTION:** (a) Final inspection of the Goods shall be made by Buyer at the place designated by Buyer. If the Goods or the tender of delivery fails in any respect to conform to specifications or the terms and conditions of the Purchase Order or if the Goods are defective or unsuitable, or do not conform to all warranties implied by law, Buyer at its option may reject all the Goods, accept all of them, or accept any commercial unit and reject the remainder, and Vendor shall either give to Buyer a full credit or refund of the purchase price of the rejected whole or portion of the Goods or Vendor, at its expense, shall repair or replace the nonconforming Goods in accordance with Buyer's instructions. Buyer's expenses for inspection of the Goods found to be nonconforming shall be charged to Vendor or deducted from amounts due Vendor. Buyer's failure to detect nonconformities in the Goods shall not affect Buyer's remedies as to such nonconformities. Regardless of its actions, Buyer will retain all of its rights against Vendor as to such nonconformities.
(b) If the Services or the tender of delivery fail in any respect to conform to specifications, the terms and conditions of the Purchase Order or applicable industry standards or if the Services are deficient, at Buyer's option, Vendor shall either give to Buyer a full credit or refund of the purchase price of the rejected nonconforming or deficient Services or, at its expense, shall remedy or perform the Services again in accordance with Buyer's instructions. Buyer's expenses for inspection of the Services found to be nonconforming or deficient shall be charged to Vendor or deducted from amounts due Vendor. Buyer's failure to detect nonconformities or deficiencies in the Services shall not affect Buyer's remedies as to such nonconformities and/or deficiencies. Regardless of its actions, Buyer will retain all of its rights against Vendor as to such nonconformities and/or deficiencies.
 3. **TITLE AND RISK OF LOSS:** Unless otherwise provided to the contrary in writing by Buyer in the Offer, title to the Goods and risk of loss shall pass to Buyer from Vendor upon acceptance of the Goods by Buyer, subject to paragraph 2(a).
 4. **EXCESS OR PARTIAL SHIPMENTS OR PARTIAL PERFORMANCE:** (a) Buyer may, but is not obligated to, accept shipments that are in excess of or less than the quantity ordered. Such shipment may be returned at Buyer's option to Vendor at Vendor's expense and risk. (Buyer shall have the option to call for delivery of the Goods in two or more lots, on 15 days prior written notice thereof, which shall include a schedule of deliveries.)
(b) Buyer may, but is not obligated to, accept or pay for partial performance of any of the Services.
 5. **WARRANTIES:** Vendor warrants that all the Goods are of merchantable quality and fit for the ordinary purposes for which such Goods are used and Buyer's intended use thereof. Vendor expressly warrants, in addition to all warranties implied by law, that the Goods and/or the Services covered hereunder, together with all related packaging, labeling and other material furnished by Vendor: (a) shall be free from defects in workmanship or materials (and from spoilage, in the case of perishable Goods), including, without limitation, such defects as could create a hazard to life or property; (b) shall strictly conform to applicable specifications, instructions, drawings, data, samples and federal, state and local laws, orders and regulations, including, but not limited to, those regarding occupational safety and health; and (c) shall not infringe or encroach upon Buyer's or third parties' personal, contractual, or proprietary rights. This Warranty shall survive any inspection, delivery, acceptance or payment by Buyer.
 6. **PATENT, TRADEMARK, TRADE NAME AND COPYRIGHT:** Vendor warrants and agrees that the purchase, sale or use of the Goods or any part thereof and/or the purchase, sale, receipt or performance of the Services will not infringe on any United States or foreign patent, trademark, service mark, trade name or copyright, and Vendor undertakes to indemnify and hold Buyer and any of Buyer's customers buying, selling, using or receiving the Goods and/or the Services harmless against and from all claims, judgments, decrees, costs and expenses, including reasonable attorney's fees, arising with respect to any and all alleged and actual infringements. Vendor covenants that, upon Buyer's request and at Vendor's expense, it will defend any suit or action which may be brought against Buyer or those buying, selling, using or receiving any of the Goods and/or the Services supplied by Vendor claiming infringement of any patent, trademark, service mark, trade name, or copyright. In case the purchase, sale or use of the Goods or any part thereof and/or the purchase, sale, receipt or performance of the Services, are enjoined, Vendor, at its own expense, shall elect, with the approval of Buyer (which approval shall not be unreasonably withheld), either to: (a) procure for Buyer and its assigns and customers the right to continue to purchase, sell, use and receive said Goods or part thereof and/or the Services; (b) modify said Goods or part thereof and/or the Services so that the purchase, sale, use, receipt and/or performance, as the case may be, are no longer enjoined; or (c) refund the purchase price and transportation and installation cost, if any, of the Goods and/or the Services.
 7. **TERMINATION:** (a) Buyer, subject to the provisions of paragraph 7(c), by written notice to Vendor, may terminate immediately all or any part of the Purchase Order in any one of the following circumstances:
 - i. If Vendor fails to perform any of its obligations under the Purchase Order and does not cure such failure within a period of 10 days (or such longer period as Buyer may authorize in writing) after Buyer gives Vendor notice specifying such failure; or
 - ii. If a petition is filed by or against Vendor under the bankruptcy laws applicable to Vendor, Vendor makes a general assignment for the benefit of its creditors, or a receiver is appointed for any property of Vendor.
- Vendor also expressly agrees that time is of the essence to the Purchase Order and Vendor's failure to meet any delivery date in the quantity or quantities specified or failure to timely perform any of the Services shall constitute material breach of the Purchase Order for which Buyer may terminate immediately all or any part of the Purchase Order.
- (b) In the event that Buyer terminates the Purchase Order in whole or in part, as provided in paragraph 7(a), Buyer may procure replacements for the Goods or the Services from other sources upon such terms and in such manner as Buyer may consider appropriate. Vendor shall remit to Buyer upon demand any amounts exceeding the contract price of, and charges included in, the Purchase Order incurred by the exercise of Buyer's rights under this paragraph, and Vendor shall continue the performance of the Purchase Order to the extent not terminated.
- (c) If the Purchase Order is terminated as provided in paragraph 7(a), Buyer, in addition to any other rights provided herein, may require Vendor to transfer title and deliver to Buyer in the manner and to the extent directed by Buyer any completed Goods and such partially completed Goods and materials acquired for the performance of such part of the Purchase Order as has been terminated, and Vendor, upon Buyer's direction, shall protect and preserve property in the possession of Vendor in which Buyer has an interest. Payment for completed Goods delivered to and accepted by Buyer shall be at the applicable contract price.
8. **INDEMNIFICATION:** In addition to the provisions of paragraph 6, Vendor shall indemnify and hold Buyer and any of Buyer's customers buying or using the Goods and/or receiving the Services harmless against and from all claims, liabilities, costs, damages and assessments, including reasonable attorney's fees, caused by or arising out of or incident to the failure of Vendor to perform its obligations imposed by the Purchase Order or by any applicable law, regulation, or order, or arising out of any use, possession, consumption, or sale of the Goods and/or any performance of the Services, including in each case, but not limited to, claims of unfair competition, bodily injury, property, or other damage, regardless of whether such claims, liabilities, costs, damages or assessments arise out of, relate to or are imposed by reason of negligence, strict liability, tort, contract, statute, ordinance, regulation, code, principle of equity or common law, or any other theory or remedy. Vendor shall obtain and maintain adequate insurance to cover its liability under the Purchase Order and shall provide copies of the applicable certificate(s) of insurance upon request of Buyer.
 9. **PERMITS, LICENSES, TARIFFS AND TAXES:** Unless otherwise expressly agreed in writing, Vendor shall be responsible for and shall pay any and all applicable tariffs or duties imposed upon the Goods or the Services by any governmental entity and shall obtain and pay for any and all export and import licenses or permits necessary for performance of the Purchase Order. If by law, regulation, or other official rule which first becomes effective subsequent to the date of the Purchase Order there shall be any increase in any tax, duty, surcharge, import fee, or any exaction on the Goods hereunder, resale of the Goods, any component thereof, any process or labor involved therein, or any of the Services to be rendered by Vendor, Buyer, at its option, may cancel the Purchase Order as to any and all undelivered Goods or unperformed Services unless Vendor shall reimburse Buyer for the amount of the increase in any such tax, duty, surcharge, import fee, or other exaction.
 10. **NOTICES:** Any notice, request, consent, or demand on Buyer shall be given in writing by overnight courier service, or by facsimile or e-mail, promptly confirmed by overnight courier service, to the street address designated by Buyer.
 11. **ASSIGNMENT:** Neither the Purchase Order nor any rights or obligations hereunder shall be assigned or delegated by Vendor without the prior written consent of Buyer and any attempted assignment or delegation without such consent shall in no event relieve Vendor in whole or in part of its obligations hereunder.
 12. **FORCE MAJEURE:** Buyer shall have the right to terminate the Purchase Order, without any liability of any kind to Vendor, at any time upon written notice to Vendor in the event that the Purchase Order is suspended for more than 30 days by reason of force majeure.
 13. **APPLICABLE LAW AND JURISDICTION:** The Purchase Order and the rights of the parties hereunder shall be governed by and construed under the laws of the State of New York (without giving effect to its rules of conflict of laws).
 14. **NONWAIVER:** A failure by either party to enforce at any time any provision hereof shall not constitute a waiver of such provision or of the right of such party thereafter to enforce such provision.
 15. **DEDUCTION AND SET-OFF:** Any sums payable to Vendor arising from any transaction or occurrence hereunder shall be subject to all claims and defenses of Buyer and Buyer may set-off and deduct against any such sums all present and future indebtedness of Vendor to Buyer. Buyer shall provide a copy of the deduction voucher(s) for debits taken by Buyer against Vendor's account as a result of any returns or adjustments. Vendor shall be deemed to have accepted each such deduction unless Vendor, within 30 days following receipt of the deduction voucher, notifies Buyer in writing as to why a deduction should not be made and provides documentation of the reasons given.
 16. **MISCELLANEOUS:** All rights granted to Buyer under the Purchase Order shall be in addition to and not in lieu of Buyer's rights arising by operation of law. Any provisions of the Purchase Order which are typewritten or handwritten by Buyer shall supersede any contrary or inconsistent printed provisions. All the terms of the Purchase Order shall apply to additional quantities of the Goods and/or additional Services ordered by Buyer except to the extent covered by a new written agreement. The price set forth in the Purchase Order includes the cost of manufacturing, packaging, labeling, storage, cartage and shipping, unless otherwise specified therein. (Buyer specifically rejects any interest, service or late charges.)
 17. **VENDOR'S EQUAL OPPORTUNITY COMPLIANCE CERTIFICATE:** In accepting the Purchase Order, Vendor certifies its compliance with all relevant EEO/AA laws, orders and regulations, the pertinent language of which is hereby incorporated by reference. Vendor certifies specific compliance with E. O. 11246; Section 503 of the Rehabilitation Act of 1973; and Section 402 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974.