

SUPPLIER INSTRUCTIONS

1. The Purchase Order Number and Line No. MUST appear on all shipping documents, Bills of Lading, Invoices, Correspondence, and must be permanently marked on the outside of every shipping container.
2. Packing List MUST be completed for each Purchase Order Number and MUST be attached to the outside of a shipping container, and marked on all freight bills.
3. For questions regarding invoicing/payment, call (866)927-0926.
4. Indicate correct price in same units as shown on this Purchase Order. Applicable taxes must be applied.

TERMS AND CONDITIONS

1. These Terms and Conditions apply to orders placed by Carestream Health, Inc. (including its subsidiaries and affiliates) ("Carestream") for the items or services stated on the face of this order.
2. **PRICE.** The price is as stated on the face of this order, or if no price appears thereon, then not higher than that last quoted to Carestream by Supplier for similar goods or services. If not previously quoted to Carestream, the price shall not exceed the net price given by Supplier to others for similar services, material and quantity. No other charges will be allowed unless designated in this order.
3. **PAYMENT TERMS.** Payment terms are Net 60 from date of invoice (unless otherwise agreed to and designated on the face of this order). All invoices shall be mailed to the Accounts Payable address on the face of this order.
4. **CANCELLATION.** Carestream may cancel this order or any portion thereof, holding Supplier responsible, if material furnished or services performed pursuant to this order or any shipment hereunder is not as specified or if delivery is not made when and as specified. Carestream may cancel this order, or any portion thereof, if Supplier is in bankruptcy, if a petition under the Bankruptcy Act or any similar law is filed and not vacated within sixty days, if Supplier makes an assignment for the benefits of creditors, if a Receiver of the property of Supplier is appointed or if action under any law for the relief of debtors is taken in respect of Supplier.
5. **INSPECTION AND ACCEPTANCE.** All material or services under this order will be subject to inspection and acceptance after delivery or performance. Material failing to meet the requirements of this order will be held at Supplier's risk and may be returned at Supplier's expense. Services failing to meet the requirements shall be re-performed at Supplier's expense. Material shipped in excess of quantity ordered may be returned at the Supplier's expense.
6. **DRAWINGS/TOOLINGS.** Any drawings, sketches or toolings produced by Supplier in the course of fulfilling its obligations under this order shall be the sole property of Carestream without any additional remuneration.
7. **DISCLOSURE.** Unless otherwise agreed to in a written agreement, any information disclosed to Carestream by Supplier in connection with this order shall be considered as having been disclosed to and received by Carestream on a non-confidential basis. Carestream shall have no obligation to Supplier not to use, and/or disclose such information except for obligations arising under patent laws.
8. **FORCE MAJEURE.** Neither party shall be held responsible for failure of or delay in performance if such failure or delay is due to any cause beyond the control of, and without the fault of, the party affected, and which cannot be overcome by reasonable diligence. In the event of failure of or delay in delivery or acceptance for any such cause, the quantity stated in the order may be reduced by written notice by either party to the other.
9. **INFRINGEMENT INDEMNIFICATION.** Supplier will defend at its expense any suit against Carestream respecting infringement (including contributory infringement) of any patent, copyright or trade secrets covering all or part of the material furnished under this order, its manufacture, and/or its use if such use is induced by Supplier or if there is no practical non-infringing use, and will pay costs, fees, and/or damages awarded against Carestream for such infringement by any final court decision; provided Carestream promptly notifies Supplier of any such infringement claim and tenders to Supplier the defense of such suit. Carestream shall have the right to be represented in such defense at its own expense. Carestream extends a like indemnification to Supplier with respect to unavoidable infringement by Supplier in complying with Carestream's specifications, except to the extent that such specifications are derived from Supplier or Supplier has notice of such infringement.
10. **WARRANTY.** Supplier warrants, for one (1) year from the date of receipt by Carestream or such longer period as may be generally offered by Supplier, that all products or services delivered hereunder shall be free from defects and shall conform to specifications, drawings or samples supplied by Supplier. In addition to any other rights Carestream may have, Carestream may, at its option, either return for full credit or require repair or replacement of defective or nonconforming products. Returns and repairs of defective or nonconforming products hereunder shall be made at Supplier's expense.
11. **APPLICABLE LAW.** This order shall be construed in accordance with the laws of the State of New York without regard to its conflict of laws provisions.

12. COMPLIANCE WITH LAWS AND CARESTREAM RELATED REQUIREMENTS.

a. Compliance With Laws:

- i. Supplier represents that it is and warrants that it will remain in compliance with all applicable laws and regulations of any jurisdiction in which it performs its obligations under this order. Failure to so comply shall constitute a breach and give rise to Carestream's right to cancel this order.
- ii. For Suppliers located in the United States or its territories, Supplier further represents that it is and warrants that it will remain in compliance with 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a) pertaining to the (i) prohibition of discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, (ii) prohibition of discrimination against all individuals based on their race, color, religion, sex, or national origin and (iii) requirement of affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability
- iii. Supplier acknowledges and will implement the Carestream Supplier Code of Conduct found at <http://www.carestream.com/supplier-code-of-conduct.html> as supplementary guidance to determine its compliance obligations in Section 12(a)(i).

b. FARs and DFAR flow down requirements:

- i. Supplier acknowledges that if this order is or becomes the basis of a subcontract between the parties for Carestream to fulfill obligations under a federally funded prime contract or higher tier subcontract, Carestream will flow down, and Supplier hereby accepts, FAR or DFAR provisions available at <https://acquisition.gov/index.asp> and <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>, respectively, applicable to the subcontract.

c. Listed Violator Status: Supplier further represents and warrants that it is not listed in any regulatory data base as a violator of any applicable law or regulation.

d. Carestream Related Requirements:

- i. MBE/WBE. Supplier shall provide Carestream with information regarding Supplier's activity in support of minority business enterprise and women business enterprise (MBE or WBE) as part of this order.
- ii. Material Data Base Enrollment: To the extent it provides goods and materials, Supplier shall join BOMcheck, the centralized, open-access substance declarations web database tool offered by Environ, to ensure material compliance (www.BOMcheck.net). Supplier agrees to obtain and manage similar substance data from their sub tier suppliers in order to confirm traceability of information used to substantiate Supplier's material substance compliance declarations.
- iii. Compliance Evidence. Supplier shall deliver supporting evidence to Carestream which affirms its compliance to applicable country directives or regulations, when requested.(e.g. CE Mark Declarations, Quality Management Certifications, China Compulsory Certificate Mark, Conflict Minerals sourcing)
- iv. Audits. Supplier shall, if requested by Carestream, allow Carestream, or a Carestream designated third party agency to perform audits within a reasonable time period that is acceptable to both parties,
- v. Change Notices. Supplier shall notify Carestream Health in writing of changes in the product or service provided under this order that impact form, fit or function so that Carestream Health can determine if the changes may affect the quality of a Carestream finished product, and
- vi. Protected Health Information. If Supplier is required or has occasion to access personal identifiable data regarding any Carestream customer, or employees, including protected health information of any individual through Carestream, it shall separately execute a document for the protection of such data in a form acceptable to Carestream or required by Law.

e. Compliance Penalties: Any fines, penalties or other costs relating to Supplier's breach of this Section 12 are the responsibility of Supplier.

13. PURCHASE ORDER MANDATE: A Carestream Supplier is expected not to (i) deliver services or products to Carestream without an approved purchase order or (ii) overrun amounts on any approved purchase order. In doing so, Supplier runs the risk of payment issues.

14. ENTIRE AGREEMENT. The terms and conditions of this order constitute the only terms which shall govern this order. No other agreement or quotation or any acknowledgment of Supplier in any way modifying any of the provisions of this order will be binding upon Carestream unless made in writing and accepted in writing by Carestream, and shipment of goods or performance of services pursuant to this order shall be deemed to be an acceptance by Supplier of these Terms and Conditions.