

## PURCHASE ORDER

### GENERAL TERMS AND CONDITIONS

#### 1. Definitions

- a) The term “Buyer” or “FBSG” shall mean FUJIFILM Business Innovation Singapore Pte. Ltd.;
- b) The term “Supplier” shall mean the person, partnership or company to whom the Purchase Order is issued;
- c) The word “Goods” includes all goods covered by the Purchase Order;
- d) The word “Services” includes all services covered by the Purchase Order; and
- e) “The Agreement” shall mean the agreement between the Buyer and Supplier consisting of the Purchase Order, these conditions and any other documents or (parts thereof) specified in the Purchase Order. Should there be any inconsistency between the documents comprising the Agreement, the Purchase Order shall prevail.

#### 2. Quality and Packing of the Goods

All the Goods supplied shall be of quality and sort described and equal in all respects to such specifications, plans, drawings, patterns or sample as shall form part of the Agreement. The Supplier shall be held responsible that the Goods are packed so as to ensure that they reach their destination intact and undamaged.

#### 3. Time for Performance

Time shall be of the essence and the Supplier undertakes to deliver the Goods and/or the Services in accordance with the date of delivery specified in the Purchase Order.

#### 4. Incorrect Delivery of the Goods

All the Goods must be delivered at the delivery point specified in the Purchase Order. If the Goods are incorrectly delivered, the Supplier will be held responsible for any additional expense incurred in delivering them to their correct destination.

#### 5. Transfer of title and risk of loss to the Buyer of the Goods

The title and risk of loss in the Goods shall remain with the Supplier until they are delivered at the point specified in the Purchase Order.

#### 6. Loss or damage in transit of the Goods

The Buyer shall advise the Supplier in writing on any delivery note, of any loss or damage within the following time limits:

- a) partial loss, damage, defects, or non-delivery of any separate part of a consignment shall be advised within sixty (60) days of date of delivery of the consignment or part consignment; and
- b) non-delivery of whole consignment shall be advised within thirty (30) days of notice of dispatch.

The Supplier shall make good free of charge to the Buyer any loss or damage to or defect in the Goods where notice is given by the Buyer.

## **7. Acceptance**

In the case of the Goods and /or Services delivered from the Supplier not conforming with the Agreement whether by reason of being of quality or in a quality measurement not stipulated or being unfit for the purpose for which they are required where such purpose has been made known in writing to the Supplier, the Buyer shall have the right to reject any order, but without prejudice to any right which the Buyer may have against the Supplier. The making of total or partial payment shall not prejudice the Buyer's right of rejection. The Buyer may request replacement of the Goods and/ or Services or recover all payments made to the Supplier by the Buyer.

## **8. Terms of Payment**

Unless otherwise stated in the Purchase Order, payment will be made within sixty (60) days of receipt and agreement of invoice. The Supplier must provide invoice(s) within thirty (30) days from the Goods and/ or Services dispatched. Invoice(s) after three (3) months will be considered void.

## **9. Variations**

The Supplier shall not alter any of the Goods and/or Services, except as directed in writing by the Buyer, but the Buyer shall have the right from time to time during the execution of the Agreement, by notice in writing to direct the Supplier, to add to or omit, or otherwise vary, the Goods and/ or Services and the Supplier shall carry out such variations and be bound by the same conditions, so far as applicable, as though such variations were stated in the Agreement. Where the Supplier receives any such direction from the Buyer which would occasion an amendment to the contract price, the Supplier shall, with as soon as reasonably practicable advise the Buyer in writing to that effect giving the amount of any such amendment ascertained and determined at the same level of pricing as that contained in the Supplier's tender. If in the opinion of the Supplier, any such direction is likely to prevent the Supplier from fulfilling any of its obligations under the Agreement, he shall so notify the Buyer and the Buyer shall decide as soon as reasonably practicable whether or not the same shall be carried out and shall confirm its instructions in writing and modify the said obligations to such an extent as may be justified. Until the Buyer so confirms its instructions, they shall be deemed not to have been given.

## **10. Inspection of the Goods**

The Buyer's representatives shall have the right to progress and inspect all Goods at the Supplier's facilities at all reasonable times and to reject the Goods that do not comply with the terms of the Agreement. Any inspection, checking, approval or acceptance given on behalf of the Buyer shall not relieve the Supplier from any obligation under the Agreement.

## **11. Set -Off**

The Buyer shall be entitled to withhold or deduct any payment due to the Supplier by reason of any default or breach of the Agreement by the Supplier.

## **12. Warranty**

12.1 The Supplier, warrants that the Goods and/or Services :-

- a) comply with all agreed specifications, drawings, plans, instructions, samples or other descriptions , or in absence thereof are performed in accordance with generally accepted practices, procedures and standards of the respective industry and are fit for the purposes for which the Goods and/ or Services of the same description type would ordinarily be used , and that the results of the Goods and/ or Services maintain the functionality and performance as expected by the Buyer according to the Supplier's information, documentation and statements ;
- b) are appropriate and fit for any particular purpose expressly or impliedly made known to the Supplier in the Purchase Order;
- c) are new and unused at the date of delivery;
- d) are free from defects and rights of third parties; and
- e) possess the qualities which the Supplier has held out to the Buyer as sample, model or otherwise.

12.2 The warranty period shall be twelve (12) months from acceptance of the Goods and/or Services, if no other time period is stated in the Purchase Order or otherwise expressly agreed in writing by the Buyer and the Supplier. In the event of breach of the warranty hereunder the Supplier agree, at its option, to promptly replace, re-perform , or repair any non-conforming Goods and/ or Services at its own cost or to refund the Buyer for any payments made and to compensate the Buyer for damage and loss suffered by the Buyer as a consequence of the breach.

## **13. Indemnification**

To the maximum extent permitted by applicable law, the Supplier agrees to defend, indemnify and hold the Buyer and its customers harmless from and against any and all claims ( including without limitation claims for infringement of intellectual property, breach of contract, death or injury to a person or damage to property or other tort claims), liabilities, damages (whether direct or indirect, incidental or consequential ) and expenses ( including legal fees ) arising out of or relating to the breach by the Supplier of any covenant, representation, or warranty contained in this Agreement, or from any act or omission of the Supplier or its agents, employees or subcontractors. This indemnity is without prejudice to any other claims or rights that the Buyer may have, whether under these terms and conditions, at law or otherwise.

## **14. Termination**

14.1 Without Cause

The Buyer may terminate all or any part of the Purchase Order at its convenience, without cause, at any time by giving the Supplier ten (10) days written notice. In such event, the Supplier shall immediately cease all work and the Buyer shall pay to the Supplier the value of the Goods and/or

Services already delivered or performed and reasonable actual costs as a direct result of the termination. No further compensation shall be due to the Supplier.

#### 14.2 With Cause

If the Supplier is in default in the performance of this Agreement or fails to fulfill any part or obligation under this Agreement (including if the delivery of the Goods and/ or Services does not comply with the agreed delivery date(s)), the Buyer shall have the right to terminate this Agreement or the respective Purchase Order in whole or in part with immediate effect.

#### 14.3 Insolvency

If the Supplier becomes insolvent or (being a company) makes an arrangement with its creditors or has a receiver appointed or commences to be wound up (other than for the purpose of amalgamation or reconstruction), the Buyer may, without prejudice to any other of its rights, terminate the Agreement, forthwith by written notice to the Supplier.

#### 14.4 Remedies upon termination

Upon termination pursuant to Clauses 14.2 and 14.3, the Buyer shall be entitled to:

- a) return all or any of the Goods already delivered to the Buyer and the Supplier refund forthwith to the Buyer the price of all Goods returned by the Buyer;
- b) purchase from other sources as it deems fit any or all the Goods or Services elsewhere and recover from the Supplier any resultant losses, including without limitation incidental or consequential damages incurred which are attributable to the Supplier's breach of this Agreement; and
- c) take title to and possession of any previously undeliverable part of work performed under this Agreement.

### 15. Liquidated Damages

Without prejudice to the right of the Buyer to terminate this Agreement and in addition to the remedies under Clause 14, the Buyer may impose liquidated damages on the Supplier at the rate of one tenth of a percent (0.1%) of the contract price for each day ( including Saturdays, Sundays and Public Holidays ) or part thereof up to a maximum of ten percent (10%) in the event the Supplier fails to meet the timeline to deliver all or any of the Goods and/or Services within the date or dates specified in the Agreement.

### 16. Limitation of Damages

To the maximum extent permitted by applicable law in no event will the Buyer be liable to the Supplier for any special, incidental, indirect, punitive, or consequential damages (including, but not limited to lost profits and lost business), whether based on breach of contract, tort (in negligence), product liability, or otherwise arising out of or related to this Agreement, and whether or not the Buyer has been advised of the possibility of such damages.

## **17. Personal Data Protection**

- 17.1 The Supplier shall take all reasonable measures to ensure that personal data held in connection with this Agreement is protected against loss, and against unauthorized access, use, modification, disclosure or other misuse, and that only authorized personnel have access to the data.
- 17.2 The Supplier shall use any personal data held in connection with this Agreement only for the purposes of fulfilling its obligations under this Agreement.
- 17.3 The Supplier shall not collect, use and disclose any personal data obtained in connection with this Agreement without the written approval of the Buyer. The Supplier shall immediately notify the Buyer where it becomes aware that a disclosure of personal data may be required by law.
- 17.4 The Supplier shall not transfer personal data held in connection with this Agreement outside Singapore, or allow parties outside Singapore to have access to it, without the prior approval of the Buyer.
- 17.5 The Supplier shall ensure that any employee of the Supplier or any subcontractor, requiring access to any personal data held in connection with this Agreement makes an undertaking in writing to not access, use, disclose, or retain personal data except in performing their duties of employment and is informed that failure to comply with this undertaking may be a criminal offence and may also lead the Supplier to take disciplinary action against the employee.
- 17.6 The Supplier shall in respect of any personal data held in connection with this Agreement immediately notify the Buyer where the Supplier becomes aware of a breach of Clauses 17.1 to 17.5 above by itself or any sub-contractor.
- 17.7 The Supplier shall in respect of any personal data held in connection with this Agreement cooperate with any reasonable requests, directions or guidelines the Buyer's (or the Buyer's delegate) arising in connection with the handling of personal data.
- 17.8 Clauses 17.1 to 17.7 above shall continue to have effect after the termination or completion of the Agreement.

## **18. Anti-bribery and corruption**

Each party in this Agreement warrants that it will not, directly or indirectly, and that it has no knowledge that the other party or any third parties will, directly or indirectly, make any payment, gift or any other commitment to its customers, to government officials or to agents, directors and employees of a party, or any third party in a manner contrary to applicable laws, and shall comply with all relevant law, regulations, ordinances and rules regarding bribery and corruption. The Supplier shall give the Buyer

notice in writing as soon as practicable should it be aware of, or reasonably suspect, that any of the events referred to in this clause has occurred. No clause within these terms and conditions shall render either party or any of its affiliates liable to reimburse the other for any such consideration given or promised.

## **19. The Supplier's Code of Conduct**

The act of accepting this Purchase Order represents that the Supplier herewith acknowledges and confirms that it has been provided information on how to access the Supplier's Code of Conduct online (web portal address: <https://holdings.fujifilm.com/en/sustainability/vision/policy/procurement>). The Supplier agrees to perform its obligations under these terms and conditions and display substantially similar standards of ethical behavior as stated in the above mentioned Supplier's Code of Conduct.

## **20. Policy on FBSG Information Security**

The Supplier agrees to comply with the policies of FBSG Information Security which can be made available on request.

## **21. Assignment**

The Supplier shall not sub-contract, transfer or assign the Agreement or any part or share or interests therein without the prior written consent of the Buyer.

## **22. Service of Process**

Either party may effect service of any legal process or any document requiring personal service on the other party by leaving it at, or by sending it by AR registered post, to the other party's last known address. Nothing herein shall affect either party's right to serve legal process by any other manner permitted by law.

## **23. Waiver**

No failure or delay on the part of the Buyer in enforcing any term or condition of this Agreement or to exercise any right or remedy (whether in whole or in part) under this Agreement shall be deemed a waiver of the Buyer's rights hereunder nor prejudice its right to take subsequent action.

## **24. Entire Agreement**

This Agreement constitutes the entire agreement between the Supplier and the Buyer. No representation, statement, warranty not contained in this Agreement shall be binding on the Buyer and no waiver, alteration or modification of the terms of this Agreement shall be binding unless recorded in writing and signed by a Director or General Manager of FBSG and by a person authorised by the Supplier.

## **25. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore. Both parties agree to submit to the non-exclusive jurisdiction of the Courts of Singapore.