

**GENERAL TERMS OF BUSINESS**

**1. DEFINITIONS AND INTERPRETATION:** In these Conditions, unless the context otherwise requires:- (a) “**Alaris**” means Kodak Alaris Inc. with an office at 2400 Mount Read Blvd, Rochester, New York 14615; (b) “**Customer**” means the purchaser of the Goods or Equipment; (c) “**Conditions**” means these terms and conditions of sale; (d) “**Goods**” means the consumables or other products supplied by Alaris to the Customer for use in conjunction with the Equipment which Alaris; (e) “**Equipment**” means the Alaris hardware, including but not limited to scanners and kiosks as set out in the Order (g) “**Order**” means the Customer’s order or contract incorporating these Conditions; (h) headings in these Conditions are for convenience only and shall not affect their meaning or interpretation; (i) words: (a) having the singular meaning include the plural meaning, (b) denoting any gender include all genders, (c) denoting persons include firms and corporations; and in each case vice versa; and (j) references to “writing” or similar expressions includes a reference to facsimile or electronic mail.

**2. APPLICABILITY OF CONDITIONS:** (1) All quotations submitted by Alaris shall be without any undertaking on its part, unless specifically stipulated otherwise. Alaris may accept orders subject to these Conditions at which point such Order shall be binding on the parties. (2) If there is a written contract signed by both parties relating to the transaction to which these Conditions apply, the terms and conditions of the signed written contract shall prevail to the extent they are inconsistent with these Conditions. (3) Any terms and conditions contained or referred to in any purchase order, acknowledgements, confirmation or other documents issued by Customer shall not be applicable, 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) If applicable, special Conditions of business are set out in Alaris catalogues, price lists, or other literature provided to Customer from time to time. (5) No Conditions which may be implied by trade, custom or practice or course of dealing will apply to the provision of Goods and Equipment.

**3. SUPPLY OF GOODS AND/OR EQUIPMENT:** (1) Alaris shall supply the Goods and/or Equipment to the Customer at the address set out in the Order. (2) The quotation, these Conditions and any documentation provided to Customer at the time of delivery of the Equipment or Goods govern the purchase by Customer and supply by Alaris of the Goods and Equipment (together the “Contract”). (3) The parties acknowledge and agree that any support or services to be provided by Alaris are subject to the terms of a separate agreement.

**4. DELIVERY:** (1) Alaris may vary minimum order quantities and values at any time. (2) If the prices quoted by Alaris use Incoterms then the quoted Incoterm will govern the delivery obligations of the parties. Where Incoterms are not quoted, Goods are delivered at Alaris’s risk and expense. (3) For heavy equipment where the price quoted includes delivery this means delivery to Customer’s ground floor unless otherwise agreed. (4) Quoted delivery times are estimates only and Alaris shall not be liable for failure to deliver within such time. (5) All Orders placed by Customer are subject to Goods and/or Equipment being available and agreed delivery dates are estimates only.

**5. DAMAGE, SHORTAGE, LOSS IN TRANSIT AND RETURNS:** (1) Customer shall inspect the Goods and/or Equipment immediately on arrival to ensure compliance with the Order. Customer shall, within 7 days of delivery give Alaris written notice of any damage or defect reasonably apparent from an inspection. (2) Customer must notify Alaris in writing of non-delivery or invoice queries within 14 days of the Goods and/or Equipment invoice date. (3) Customer shall give Alaris written notice of any defects in Goods and/or Equipment not reasonably apparent on inspection within 48 hours of the Customer discovering such defects. (4) On Alaris’s request Customer will provide samples of allegedly defective Goods, provide a statement of the defective Equipment or permit Alaris’s employees to examine them. (5) If the price quoted includes delivery, where Alaris is satisfied that the Goods and/or Equipment were damaged or defective when delivered, or lost in transit, Alaris will at its option repair or replace them free of charge, or credit the Customer with the price of the Goods and/or Equipment. (6) Any Goods and/or Equipment replaced or credited shall, if requested by Alaris, be returned to Alaris using the following procedure (i) Goods and/or Equipment may only be returned with Alaris’s prior agreement when Alaris will arrange collection and issue a collection note (ii) Alaris drivers or delivery carriers are not authorized to collect Goods or Equipment for return without Alaris authorization. (7) Goods and/or Equipment shall in all respects be deemed to delivered be in accordance with the Order and the Customer shall be bound to accept and pay for them unless the Customer has notified Alaris of damage, defects or non-delivery in accordance with this Section and followed the procedures laid down, otherwise Alaris shall have no liability.

**6. INSTALMENTS:** (1) Alaris may deliver the Goods and/or Equipment in instalments. Each instalment will be treated as a separate contract. (2) Each instalment shall be paid for in accordance with Section 8 on the due date as a condition precedent to further deliveries. (3) Any defect in any instalment of Goods and/or Equipment shall not be grounds for cancellation of the remaining instalments.

**7. PRICES:** (1) Alaris may vary prices at any time without notice. (2) Unless Alaris has agreed a firm price, Goods are sold at the prices ruling when Alaris accepts an Order and Equipment is sold at the prices ruling force when Alaris accepts an Order. (3) All prices are exclusive of any applicable VAT. (4) In the event of significant increases in fuel, transportation or material costs Alaris may on written notice introduce a reasonable surcharge to cover these increased costs.

**8. PAYMENT TERMS AND INTEREST:** (1) Payment is due on or before the date stated on Alaris’s invoice. (2) Unless otherwise agreed all quoted prices are net and shall be paid by electronic funds transfer. (3) Time for payment is of the essence of the Contract. (4) Alaris may appropriate any payments received that do not refer to a particular invoice to any outstanding invoice. (5) Alaris may charge interest on any overdue amounts at the interest rate and compensation as permitted by applicable law from the due date until Alaris receives payment.

**9. PASSING OF RISK AND OWNERSHIP:** (1) If the prices quoted by Alaris use Incoterms then the quoted Incoterm will govern the passing of risk in the Goods. Where Incoterms are not quoted risk of loss of, or damage to, the Goods or Equipment shall pass to the Customer on the (i) date of delivery to the Alaris logistics partner or (ii) date which the Products reach the Customer site, whichever is the soonest. (2) Ownership of the Goods or Equipment shall not pass from Alaris until Alaris has received full payment for the Goods plus VAT in cleared funds and no other sums whatever shall be due from the Customer to Alaris. (3) Until ownership passes, the Customer shall hold the Goods on a fiduciary basis as bailee for Alaris. The Customer shall store the Goods (at no cost to Alaris) separately from all other goods in its possession in such a way that they are clearly identified as Alaris’s property. On Alaris’s request the Customer shall promptly inform Alaris of the location of the Goods. (4) Until ownership of the Goods passes from Alaris the Customer shall upon request deliver up to Alaris any Goods owned by Alaris. If the Customer fails to deliver the Goods Customer irrevocably authorizes Alaris and its representatives to enter any premises where Alaris reasonably believes the Goods to be situated to repossess them at the Customer’s expense.

**10. WARRANTY:** (1) Alaris warrants that (i) it has the right to sell the Goods and Equipment to the Customer; and (ii) at the time of delivery to the Customer location, the Goods and Equipment shall materially correspond with their specification and be free from defects in material and workmanship for a period of twelve (12) months, except to the extent otherwise agreed in writing with Alaris. (2) All warranties, conditions or other terms (whether express or implied by statute, common law or arising from conduct or a previous course of dealing or trade custom or usage) as to quality, fitness for any particular purpose, merchantability, are to the fullest extent permitted by law, excluded from the Contract. (3) Alaris’s warranty shall not apply in relation to any defect arising from fair wear and tear, the acts, omissions, negligence or defaults of the Customer or the Customer’s employees or agents, failure to comply with operating instructions or other recommendations of Alaris as to the storage, handling and/or use of the Goods or Equipment, wilful damage, use not in accordance with the purpose for which they were designed, abnormal working conditions, misuse or alteration or repair of the Goods or Equipment other than by persons authorised by Alaris. (4) The warranty is not transferable.

**11. LIMITATION OF LIABILITY:** (1) Subject to (2) and (3) below, in no event, whether in contract, tort (including in either case negligence), misrepresentation (other than fraudulent misrepresentation), breach of statutory duty or otherwise pursuant to the Contract, shall Alaris be liable for any loss of profits, anticipated savings, revenue, business, loss or corruption of data, loss of use, loss of goodwill, loss due to delay or any indirect or consequential loss or damage whatsoever. (2) Alaris's sole liability for breach of the warranty set out in Section 10 above, is, at Alaris's option, limited to the repair, replacement or crediting of the full price paid for the Goods and/or Equipment that directly gave rise to the claim. (3) Subject to (1) and (2), Alaris's aggregate liability for all other claims, whether in contract, tort (including in either case negligence), misrepresentation (other than fraudulent misrepresentation), breach of statutory duty or otherwise pursuant to the Contract, shall be limited to the net price paid by the Customer for the specific Goods or Equipment giving rise to the claim. (4) Nothing in the Contract shall be deemed to exclude or limit Alaris's liability in respect of: (i) Loss or damage caused by wilful intent or gross negligence of Alaris or Alaris's officers, employees, agents or contractors; or (ii) Injuries to or death of any person, caused by Alaris or Alaris's officers, employees, agents or contractors or (iii) any other liability which cannot be excluded at law. (5) Any claim for loss or damages (except a claim for damages arising out of (3) (ii) must be notified to Alaris within twelve (12) months as from the date on which the damage was caused, failing which such claim is deemed to be waived.

**12. SAFETY INFORMATION:** (1) Where the Goods and/or Equipment are for use by the Customer in a business environment or are for resale, to a subsequent purchaser, Customer shall ensure that all safety information relating to the Goods and/or Equipment provided by Alaris is passed to the Customer's employees and/or end user purchasers. (2) The Customer shall not alter, mask or remove any safety information from the Goods or Equipment.

**13. LIMITATION:** Customer 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**"). Customer 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. Without limiting the generality of the foregoing, Customer shall not, and shall not permit any third parties to, directly or indirectly, export, re-export, transship, release or otherwise deliver any products sold under this Agreement, or any portion thereof, to any country or other jurisdiction that is subject to, or in any way which is prohibited by, any Economic Sanctions Laws. Without limiting the foregoing, Customer expressly acknowledges that it shall not order, trade, sell, otherwise dispose or engage in any economic activity relating to Alaris Good and/or Equipment either directly or indirectly in: (i) Iran; (ii) Sudan; (iii) North Korea; (iv) Syria; (v) Cuba; (vi) Sudan; (vii) Belarus; (viii) Zimbabwe; (ix) Myanmar (Burma); (x) the Crimea and Sevastopol Regions (Ukraine); and (xi) the military/defence/energy sectors in Russia.

**14. FIRMWARE:** In relation to any Alaris firmware supplied as part of the Goods or Equipment ("Firmware"), Alaris grants to Customer a non-exclusive, non-transferrable licence to use the Firmware only as part of the Goods and/or Equipment. (2) Customer shall not: (i) copy (except to the extent permissible under applicable law which is not capable of exclusion by contract), reproduce, translate, adapt, vary or modify the Firmware or (ii) attempt to use the Firmware with any products other than the Goods or Equipment. (3) The licence granted under this Section 14 does not grant any automatic rights to obtaining future updates, upgrades or supplements of the Firmware. If updates, upgrades or supplements of the Firmware are provided, use is governed by these Conditions as amended from time to time. (4) Alaris may make use of third party software in the Firmware and Customer acknowledges that notwithstanding the foregoing, use of some third party materials may be subject to other terms and conditions. (5) Any additional software supplied to be used with the Goods and/or Equipment shall be subject to the terms of an Alaris License Agreement in which case the license terms and conditions shall apply to such software.

**15. INTELLECTUAL PROPERTY:** (1) All intellectual property rights associated with or relating to the Goods and/or Equipment belong to Alaris and its licensors and Customer shall not acquire any rights, title or interest in such intellectual property rights. (2) The Customer shall not exercise or purport to exercise any rights, powers, privileges and immunities conferred on the proprietor of any intellectual property rights subsisting in or associated with the Goods and/or Equipment, including the right to sue for damages or other remedies in respect of any infringement. (3) Customer shall keep confidential and not disclose to third party's information, drawings, designs or manuals received from Alaris in relation to an Order or the Goods and either marked as "confidential" or "proprietary" or which should reasonably be considered to be confidential.

**16. 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, pricing, discounts or rebates, disclosed by Alaris in connection with the 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 the Contract and may not be disclosed or copied unless authorized in advance by Alaris in writing. (2) Upon Alaris's request, Customer shall promptly return all documents and other materials received from Alaris. (3) Alaris shall be entitled to apply for injunctive relief for any violation of this Section. (4) This Section does not apply to information that is: (i) in the public domain; (ii) known to Customer at the time of disclosure; (iii) rightfully obtained by Customer on a non-confidential basis from a third party; or (iv) is 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 receiving party shall use all reasonable endeavours to give the disclosing party as much written notice of the disclosure as it reasonably can to enable the other party to seek a protective order or other action protecting the confidential information from disclosure.

**17. DATA PROTECTION: DATA PROTECTION:** (1) Each Party will comply with its obligations in terms of laws and regulations relating to the protection or disclosure of personal data, sensitive data, or such other data which is deemed to be 'personal' pursuant to applicable data protection law in force from time to time. (2) Each Party shall indemnify, defend and hold the other party harmless against claims resulting from or in connection with the indemnifying party's non-observance or insufficient observance of such obligations or any of its obligations in this Section 17.

**18. TERMINATION:** (1) Without prejudice to its other rights, Alaris may terminate the Contract immediately by written notice to the Customer in the event that (i) the Customer fails to pay any sums due under and in accordance with the terms of this Contract (ii) breaches any terms of the Contract (iii) the Customer 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, enter into a receivership or liquidation or otherwise ceases to carry on business or an analogous event occurs to Customer in any jurisdiction or (iv) there is an event pursuant to Section 20 (5) below. (2) On termination for whatever reason, Alaris shall be entitled to de-install and remove any Equipment belonging to it from the Customer's possession at the Customer's expense. Customer shall render all assistance necessary relating to the de-installation and removal and shall be liable to Alaris for any reasonable costs incurred.

**19. MAJOR BUSINESS CHANGE:** (1) If in the reasonable opinion of Alaris there is or is likely to be a major change in the business operations of Alaris which has or could have an adverse impact on the viability of the provision of the Goods and/or Equipment to be supplied to the Customer ('Major Business Change'), Alaris may notify the Customer and Alaris and the Customer must meet and discuss in good faith whether the provisions of any agreement between Alaris and the Customer need to be varied. (2) In the event that the parties cannot agree in good faith on such contract variations within a period of 30 days, then either party has the right to terminate any agreement between them. (3) Unless otherwise agreed by Alaris and the Customer the rights and obligations of either party will not be affected until any such agreement is terminated in writing. (4) Neither party will be entitled to claim or receive compensation from the other party by reason of the operation of this Section.

20. **MISCELLANEOUS:** (1) Any notices sent to Alaris under these Conditions or any purchase order 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 their terms will remain in force after any termination or expiration of these Conditions or any purchase order. If any term or provision of these Conditions is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Conditions or invalidate or render unenforceable such term or provision in any other jurisdiction. (3) No waiver of any of the provisions of these Conditions or under any Order is effective unless explicitly set forth in writing and signed by Alaris. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from these Conditions or any Order 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. (4) Customer shall not assign, transfer, delegate or subcontract any of its rights or obligations under these Conditions or any Order 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 Customer of any of its obligations hereunder. Alaris may at any time assign or transfer any or all of its rights or obligations under these Conditions without Customer's prior written consent to any affiliate or to any person acquiring all or substantially all of Alaris's assets. (5) Neither party shall have any liability for a failure to meet its obligations to the extent that this failure is directly or indirectly due to riot, terrorism, government act or regulation, fire, flood, explosion, machine breakdowns, materials shortages, transportation or working difficulties, accident, or any other event beyond the reasonable control of the affected party and the period of time to fulfil any obligations (save for obligations to make payment) shall be correspondingly extended. (6) These Conditions 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 these Conditions or any purchase order. (7) The relationship between the parties is that of independent contractors. Nothing contained in these Conditions or any purchase order 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. (8) Alaris shall at all times be responsible for its employees and personnel, and in no case shall Customer be deemed an employer or otherwise responsible for Alaris's employees, staff, agents, or other personnel. (9) Alaris reserves the right to alter or amend these Terms or any special terms generally or for any particular class of Goods or Services by written notice to the Alaris. (10) Subject to the terms of any signed written agreement which shall prevail, these Terms constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes and extinguishes any prior drafts, agreements, undertakings, understandings, promises or conditions, whether oral or written, express or implied between the parties relating to such subject matter. (11) Each party acknowledges to the other that it has not been induced to enter into these Terms 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. (12) All amounts due to Alaris shall be paid in full without any deduction or withholding and the Customer shall not assert any set-off or counterclaim against Alaris to justify withholding payment in whole or in part. Without waiver or limitation of any of its rights or remedies where Alaris has incurred any liability to the Customer, whether under the Order or otherwise, Alaris may set off the amount of such liability, including any applicable VAT payable, against any sums owed at any time by the Customer to Alaris. (13) All matters arising out of or relating to these Terms shall be governed by and construed in accordance with the laws of the State of New York, 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 Terms shall be brought in the United States District Court for the Western District of New York or if such court does not have subject matter jurisdiction, the courts of the State of New York sitting in Monroe County, 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.