



Kodak Australasia

Purchase Order Terms and Conditions

INSTRUCTIONS

PACKAGING, MARKING and SHIPPING INSTRUCTIONS:

1. The Purchase Order Number 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.

INVOICES ONLY TO:

KODAK (AUSTRALASIA) PTY LTD PO BOX 90 COBURG 3058 ACCOUNTS PAYABLE.

1. Correct Purchase Order No. MUST appear on Invoice, or it will be returned.
2. For questions regarding invoicing/payment call (03) 9353-3730
3. Indicate correct price in same units as shown on this Purchase Order.

TERMS AND CONDITIONS OF PURCHASE

Interpretation

1. In these conditions:
 - (1) 'Buyer' means Kodak (Australasia) Pty Ltd ABN 49 004 057 621.
 - (2) 'Seller' means the seller of the goods specified overleaf.
 - (3) 'Goods' means the products and, if any, services specified overleaf.
 - (4) 'Order' means the Order for the goods constituted by this document.

General

2. The acceptance of this Order by the Seller includes acceptance of the terms and conditions as the sole basis of the sale to the exclusion of any conditions of sale appearing on any document of the Seller. Modification of these conditions expressed in any document of the Seller does not apply to this Order unless expressly accepted in writing by the Buyer. The Buyer will not be liable to accept or pay for any Goods supplied or work done unless Ordered on the Buyer's official printed Order form, duly signed by an authorised officer of Buyer.

Alterations/Over-supply

3. No changes to this Order are to be made by the Seller without the written agreement of the Buyer. Seller will not be paid for any over-supply of the Order, unless otherwise agreed to by Buyer in writing.

Price and Payment Terms

4. (a) This Order is placed on a firm price basis in accordance with the price(s) listed overleaf and is not subject to increases in price without the Buyer's prior approval in writing and includes delivery to the destination stated in this Order and the off-loading of the goods by the Supplier at the point of destination.
(b) Buyer's payment terms are 30 days end of month from date of invoice. Buyer's standard method of payment is electronic funds transfer unless otherwise agreed to by Buyer.

Standard to conform to specifications

5. The Seller must ensure that the Goods are in accordance with and conform to any specifications, drawings, samples or other description (if any) furnished by the Buyer to the Seller. Any in-progress inspection by the Buyer's employees or agents or other representative does not affect this requirement.

Warranties

6. The Goods must:
 - (a) be fit for the purpose for which goods of the same kind are commonly supplied and any other purpose made known to the Seller;
 - (b) be of merchantable quality and to be free from defect in material and workmanship;
 - (c) carry any applicable manufacturer's warranty which passes on to any buyer or customer from the buyer without liability to the Buyer. The Seller must assign to the buyer at the request of the buyer the benefit of any warranty or guarantee that the Seller has received from any supplier (whether under contract or by implication or operation of law).

Inspection and return

7. All Goods are received subject to inspection within a reasonable time after delivery or before delivery at the Buyer's discretion irrespective of date of payment. Signed delivery dockets do not mean acceptance by the Buyer of Goods delivered but only the number of packages or cartons delivered. The Buyer must promptly notify the Seller of any defects appearing, and hold Goods so found to be defective for the Seller's instructions and at the Seller's risk for a reasonable period not exceeding 60 days. If the Seller's instructions are not received within that period, the Buyer may return the defective goods to the Seller's premises at the Seller's expense and risk and any expense incurred by the Buyer in such return is payable forthwith by the Seller and may be set off by the Buyer against any moneys otherwise due by the Buyer to the Seller. The Seller shall allow the Buyer to inspect and test goods during manufacture, processing or storage but without releasing Seller from any of its obligations.

Royalties

8. Goods are for the use of or re-sale by the Buyer or its associated companies and may be incorporated in any products (whether owned or used or possessed by the Buyer). The Seller must not make any claim for royalties or other additional compensation from the Buyer by reason of or connected with such use, re-sale or manufacture.

Patent rights

9.(a) The Seller agrees to defend, protect and completely indemnify the Buyer, its successors, assigns, customers and the users of the Buyer's products from and against any claim arising by reason of the use of the goods, including all claims for actual or alleged infringement of any letters patent, trade marks, copyright, design, confidential information or similar protection whether granted by the Commonwealth of Australia or any foreign state or the common law.

(b) If the Seller makes any representation or statement directly or indirectly to the Buyer that the goods Ordered are protected by one or more patents and any such patent is found to be invalid, the Buyer may forthwith cancel this Order or any contract arising from this Order and recover any money paid to the Seller under this agreement as a liquidated debt.

Special dies and Creative Work to remain Buyer's property

10. (a) Special dies, tools, patterns and drawings (each a 'tool') used in manufacture of the Goods, the cost of which is met by the Buyer, remain the Buyer's property whether during or after the termination of this agreement.

(b) The Seller must keep the tools in good condition and when necessary repair or maintain the tool without expense to the Buyer.

(c) The Seller agrees that it will not use any tool in the production, manufacture or design of any other articles, nor of larger quantities than those required on this Order, except with the Buyer's prior written consent and at the termination of this contract each tool must be disposed of as the Buyer directs.

(d) While the Seller is in possession of the Buyer's tools, it acknowledges that it is a bailee of them and owes the Buyer the duties, responsibilities and liabilities of a bailee.

(e) All design and creative work submitted to Buyer will belong exclusively to Buyer and all right title and interest (including ownership of Copyright) shall be assigned to Buyer on payment.

Designs and specifications to be retained in confidence

11. Any goods or work made or done according to the Buyer's design or specifications or developed for the Buyer at the direction of the Buyer, or any original or copy designs or specifications supplied by the Buyer are held by the Seller on the Buyer's behalf and at the Buyer's disposal and must not be disclosed or furnished to any other person, firm or government without the Buyer's prior written consent. The Seller must take all reasonable precautions to protect such confidentiality.

Packing costs and standard

12. (a) The Seller and any of its agents or suppliers must not make any charge to the Buyer for wrapping, packing, cartons or crating unless authority for such charge is expressly incorporated in this Order.

(b) The Seller must ensure that all Goods are suitably packed or otherwise prepared for shipment so as to secure the lowest transportation and insurance rates and in accordance with carriers' requirements.

Advertising

13. The Seller must not, without the Buyer's prior written consent, in any manner advertise or publish the fact that the Seller has contracted to the Buyer with regard to the Goods.

Delivery documents.

14. (a) The Seller must invoice the Buyer promptly, followed by monthly statements of account.

(b) Appropriate paperwork including but not limited to packing lists, shipping documents and delivery dockets need to accompany delivery of Goods unless a different method or date of dispatch (or both) is agreed by the Buyer.

Cancellations.

15. (a) The Buyer reserves the right to cancel this Order if

- (i) the full amount of all Goods Ordered is not delivered to its premises on the delivery date specified in this Order;
- (ii) the Seller is in breach of any of its obligations contained in this Order or any other Order between Buyer and Seller; or
- (iii) the Seller threatens to, or goes into, any form of receivership or liquidation.

(b) The Seller does not have and may not prosecute any claim whatsoever at law or in equity against the Buyer if the Buyer cancels the Order under the preceding sub-clause.

(c) The Seller must, in addition to any other liability, pay the costs of removing the Goods from the Buyer's premises, if the Buyer cancels the Order under the para (a) of this clause.

Responsibility

16. The Goods are at the Seller's risk until delivered to the destination stated in this Order. Nothing in the conduct of the Buyer or the transfer of property in the goods (including delay that is or is not the fault of the Buyer or of any person who represents the Buyer) alters the incidence of risk under this clause.

Contractors

17. Every Order made on a Seller being a contractor for work to be done on Buyer's premises is subject to buyer's Guidelines for Contractors issued from time to time. The guidelines contain requirements on the contractor with respect to insurance, safety, industrial relations and security requirements. It is the contractor's responsibility to become familiar with such requirements.

Variations and Waiver

18. These terms and conditions are subject to change upon the Buyer providing Seller written notice of such changes. Any variations to these terms and conditions must be agreed to by Buyer in writing. Failure of Buyer to insist on strict performance of any terms or conditions shall not constitute waiver of any of Buyer's rights.

Assignment

19. Seller shall not assign its rights or obligations under the Order without the prior written approval of Buyer .

Privacy

20. Kodak respects privacy and has a published Privacy Policy (refer www.kodak.com.au). Kodak will only use Personal Information provided to it in accordance with its Privacy Policy and the National Privacy Principles contained in relevant Privacy Legislation.

* These terms and conditions effective from January 1st, 2001, revised April 2003 Version 2

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