

Carestream Health UK Limited - Terms of Business Nov 2010

General Terms of Business in Europe for Carestream Health Products and Services

Products and services are sold and supplied by Carestream Health in Europe on these General Terms of Business (the "General Terms") which shall govern the Contract and which shall cancel all previous terms of business. Where applicable, special terms of business are specified in Carestream Health catalogues, price lists, or other literature.

References to "Contract" means the contract between Carestream Health UK Limited ("Carestream Health") and the customer for the sale and supply of products and services ("Products").

Payment

Accounts for Products are payable at the main establishment of Carestream Health in the national territory. The postal address in the UK is: Carestream Health UK Limited, One Park Lane, Hemel Hempstead, Herts HP2 4YJ.

Until a credit account is established, all business with new customers is on a cash basis unless otherwise agreed.

Non-payment on the due date entitles Carestream Health to cancel the Contract or to suspend deliveries without further notice.

Any Products exported by Carestream Health from one member state of the European Economic Area ("EEA") to customers located in another member state are payable to the Carestream Health establishment supplying the Products.

Price

All prices will be those ruling at the date of delivery and unless other terms have been quoted by Carestream Health the price will be ex factory or ex Carestream Health warehouse. Unless otherwise agreed, invoices for Products sold shall be raised upon the date of delivery of the relative Products. For the delivery of media film and chemistry, the invoice will be raised on shipment.

Any Products exported to customers in any member state of the EEA shall be invoiced by the Carestream Health establishment supplying the Products according to the prices applicable on that Carestream Health establishment's home market.

Carestream Health price lists do not constitute an offer.

All prices are exclusive of any applicable value added tax, which the customer shall be additionally liable to pay to Carestream Health.

Uncontrollable Events - Delays

In case of delays caused by circumstances beyond the control of Carestream Health or Carestream Health suppliers, Carestream Health shall have the right either to suspend deliveries without notice, or cancel the Contract without liability.

By way of illustration and not of limitation, the following are to be treated as uncontrollable events: strike, lockout, industrial disputes, act of God, riot, revolution, mobilisation, war, epidemic, official regulations, transportation difficulties, working difficulties, machine breakdowns, accidents, fires, floods or storms, compliance with any law or governmental order or regulation, failure of suppliers, or other causes, whether similar or not.

Resale

Carestream Health Products are supplied subject to the following conditions:

- a) The Products shall remain in their original packaging and the marks, numbers or reference indicated on the Products or packaging shall neither be covered, defaced, altered nor erased.
- b) The Products normally shall be resold at any trade level only by qualified personnel and in premises suitable for their storage, display and sale under satisfactory conditions.

c) The Products may be exported or resold for export within the EEA at prices determined by the parties concerned. On the other hand, Products shall not be exported nor resold for export outside the EEA while the law in force allows this restriction.

Advertising

Carestream Health advertising and display material is supplied to the customer for its own business, and only for use and exhibition at addresses approved for the sale of Carestream Health Products. The customer must not in any way imply that it is the agent of Carestream Health since this implies one who acts on behalf of and with authority from a principal. Customers considering advertising are invited to consult the Carestream Health departments concerned.

Trade Marks

Carestream Health trade marks are duly protected by the laws in force and by international conventions. Consequently, neither Carestream Health customers, nor third parties in general, may use such trade marks without previous authority in writing from Carestream Health, it being understood that nothing in these General Terms shall imply such authority.

Data Protection

The customer consents under the data protection laws to the processing of its personal data and its transfer by Carestream Health to non-European Union countries.

Amendments

Carestream Health reserves the right to alter or amend these General Terms or any special terms generally or for any particular class of Products or customer.

Customer Order Conditions

Any provisions of the customer's order which conflict with, or are in addition to, the General Terms or any special terms of business shall be excluded. No order submitted by a customer shall be deemed to have been accepted by Carestream Health unless and until confirmed in writing or electronically by Carestream Health.

Severance

If any provisions of the General Terms or any special terms shall be found to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of such terms which shall remain in full force and effect.

Verbal Agreements and Variations

Any verbal agreement or representation or any variation of the General Terms or any special terms of business, which does not conform to the present terms, shall not be binding on Carestream Health unless an authorised representative of Carestream Health has confirmed it in writing.

Law of the Contract

In the case of legal disputes, the law and the courts of the Contract shall be those of England.

Special Terms of Business - United Kingdom and Republic of Ireland

Customers' attention is particularly drawn to the Limitation of Liability clause below The General Terms apply throughout the EEA but in addition these Special Terms (the "Special Terms") apply to the supply of products and services ("Products") by Carestream Health UK Limited, its subsidiary companies, and subsidiaries of its holding company within the UK and Ireland. In the event of inconsistencies between the Special Terms and the General Terms the Special Terms shall prevail.

Credit and Payment

- a. Unless otherwise agreed any grant of credit facilities is conditional on Carestream Health receiving payment at the above address on or before the date set out on Carestream Health's invoice and Carestream Health may withdraw credit facilities forthwith if this condition is not observed in which case payment of all outstanding amounts will immediately become due and payable. Time of payment is of the essence of the Contract.
- b. If the customer fails to pay any amount when due, then on demand the customer shall pay interest on the overdue amount from the date payment is due until the date of actual payment, before as well as after judgement, at the monthly rate of 2% of the overdue balance together with Carestream Health's then current standard administration charge for overdue accounts. Interest shall accrue on a daily basis and be compounded quarterly and is without prejudice to Carestream Health's other rights.

No Set-off

All amounts due to Carestream Health shall be paid in full without any deduction or withholding and the customer shall not be entitled to assert any set-off or counterclaim against Carestream Health to justify withholding payment of any such amount in whole or in part.

Delivery

- a. Products are delivered at the risk and expense of Carestream Health unless a customer stipulates a special method of delivery in which event Products are delivered at the customer's risk and an extra delivery charge may be made.
- b. Any stated delivery date constitutes only a warranty by Carestream Health to use reasonable endeavours to effect delivery, by or about that date. No liability will be accepted by Carestream Health for failure to meet delivery dates, however caused.
- c. Any liability of Carestream Health in respect of transportation to and from the customer of work and materials sent for processing, copying or printing is limited as set out in the Limitation of Liability clause.
- d. It is the responsibility of the customer in all cases to establish any loss or damage.

Complaints and Returns Procedure

- a. In case of a complaint concerning the delivery or quality of the Products or a query concerning an invoice, customers should telephone Carestream Health's Customer Service Team. Complaints about deliveries must be sent in writing to Customer Service within 7 days of delivery or, in the case of loss or invoice query, within 7 days of receipt of invoice.
- b. Product may only be returned with Carestream Health's prior agreement, in which case Customer Service will issue a Collection Note and arrange collection. Carestream Health drivers or delivery carriers are not authorised to collect Products for return without a Collection Note.
- c. Products returned must be undamaged and in their original packaging with original marks and numbers unaltered so as to be resaleable and have been stored correctly. A signed copy of the Collection Note will be left with the customer and the number should be quoted in all subsequent enquiries.
- d. Carestream Health will not be liable for any loss or damage of Products unless these procedures have been followed.

Title and Risk

1. Until either (i) full payment in cash or cleared funds has been received by Carestream Health for the Products supplied and no other sums whatever shall be due from the customer to Carestream Health, or (ii) in the case of sensitised goods or materials, chemicals and other recording media until the same have been exposed, used or recorded as the case may be; whichever of (i) or (ii) shall first occur:

- a) legal and beneficial title in the Products shall remain in Carestream Health;
- b) the customer shall store the Products in such a way that they can be readily identified as being the property of Carestream Health and at all times in accordance with Carestream Health's recommendations;
- c) subject to (d) and (e) below, the customer shall be at liberty in its own name (but not on behalf of or in the name of Carestream Health) to sell the Products in the ordinary course of business on the basis that the proceeds of sale shall be the property of and held on trust for Carestream Health;
- d) Carestream Health may at any time suspend or revoke the customer's power of sale by notice to the customer if the customer is in default for longer than 14 days in payment of any sum whatsoever due to Carestream Health or if any Bill of Exchange, cheque or other negotiable instrument drawn or accepted or endorsed by the customer in favour of Carestream Health is dishonoured on presentation for payment;
- e) the customer's power of sale shall automatically determine if a Receiver is appointed over any of the assets or the undertaking of the customer or a Winding Up Order is made against the customer or the customer goes into voluntary liquidation (otherwise than for the purpose of reconstruction or amalgamation) or causes a meeting of or makes any arrangement or composition with creditors or commits any act of bankruptcy;
- f) upon revocation or determination of the customer's power of sale under (d) or (e) above the customer shall place the Products at the disposal of Carestream Health who shall be entitled to enter upon any premises of the customer for the purpose of removing such Products from the premises;
- g) Carestream Health shall be entitled to recover the price of the Products even though property in the Products has not passed to the customer.

2. Notwithstanding the foregoing, risk in the Products passes to the customer on delivery unless the customer requires a special method of shipment when risk passes to the customer when the Products leave Carestream Health premises.

Product Information

The customer shall ensure that all safety information provided by Carestream Health relating to the Products is passed, where the Products are for use at work, to the customer's employees or, where the Products are for resale, to the subsequent purchaser. The customer shall not alter, mask or remove any safety information from the Products.

Assignment

Carestream Health is a member of a group of companies whose holding company is Carestream Health Inc and accordingly, Carestream Health may at any time perform any of its obligations or exercise any of its rights through any other member of its group.

Warranty

Carestream Health warrants to the customer that at the time of delivery the Products will be free from defects in material and workmanship and that it has the right to sell the Products to the customer. Except where the Products are sold to a person dealing as a consumer all further warranties, terms and conditions in relation to the Products, express or implied, whether by common law, statute, trade usage or otherwise, and whether relating to quality, fitness for any particular purpose or otherwise, are excluded to the fullest extent permitted by law.

Limitation of Liability

Supply of Products

Carestream Health will repair or, at its option, replace or credit the customer with the invoice value of any Products not complying with the above warranty, which repair, replacement or credit shall be Carestream Health's sole liability, and the customer's sole remedy in respect of any non-compliance.

Nothing in the General Terms and the Special Terms shall affect any liability which Carestream Health may have in respect of the death of, or personal injury to, any person resulting from negligence.

Waiver and Remedies

The failure or delay of Carestream Health in exercising a right or remedy does not constitute a waiver of them or the right to subsequently enforce them.