

# Terms and Conditions

## TERMS AND CONDITIONS

### 1A. Table of Award:

SIN	Description
19-1 (1)	Film Products
19-1 (2)	Chemical Products
19-1 (3)	Photoprocessing equipment
19-1 (4)	Digital processing equipment and supplies

B. See price list

C. N/A

### 2. Maximum Order:

\$150,000 (all SIN's). Contract clause allows Carestream Health to accept orders above the maximum order limitations.

### 3. Minimum Order: \$100, must satisfy min/mult quantities specified

### 4. Geographic Scope of Contract:

The 48 contiguous states, District of Columbia, Alaska, Hawaii and Puerto Rico

### 5. Production Point:

Products Meet Trade Agreements Act Certifications. The production points are: Rochester, NY; Windsor, CO; Mexico and Austria

### 6. Prices shown herein are net (discount deducted).

The prices shown herein are net after a base federal supply schedule discount has been deducted. Prices include Industrial Funding Fee.

If changing economic conditions cause an increase in the commercial prices of these items, the Economic Price Adjustment Clause of this contract allows the contractor to request adjustment of the contract price.

### 7. Quantity Discounts:

Tiered pricing is offered as shown on price pages

### 8. Payment Terms:

Net 30 DOI

Carestream Health must receive payment within 30 days following the invoice date, but if invoices become due on a weekend, or bank or postal holiday, payment is due on the next business day. Carestream Health may assess a charge of 2% per month (or the maximum amount as may be allowed by law) on overdue unpaid invoices and may also assess Carestream Health's cost of collection, including attorneys' fees. Any amounts disputed in good faith are not subject to late payment charges. Customers whose accounts are frequently delinquent may be required to provide payment with order.

**Billing Discrepancies**—Any errors in billing must be reported to our Credit Department prior to the original invoice due date. In the case of a disputed amount or item on the invoice, the undisputed portion is payable as set forth above. Claims and/or deductions taken for billing discrepancies after the original invoice due date will not be investigated or honored.

### 9. Payment by Credit Card:

Payment is accepted using Master Card, VISA, and the Government Purchase Card. Credit cards are accepted for purchases below and above the micropurchase threshold.

### 10. Foreign Items:

Worldwide Manufacturing Facilities in US, Europe, Canada, Australia, Mexico. Products on this contract comply with the Trade Agreements Act.

### 11. Time of Delivery:

The method of transportation will be selected by contractor. Air or other premium transportation can be provided when specified in the purchase order. Such premium transportation charges, less an allowance for transportation normally used by the contractor, will be billed separately on the invoice.

SIN	(A.) Normal Delivery Time	(B.) Expedited Delivery Time
19-1 (1)	30 days ARO	7 Days ARO *
19-1 (2)	30 days ARO	7 Days ARO *
19-1 (3)	60 days ARO	Not available
19-1 (4)	60 days ARO	Not available

\* Stock Items Only

C. Overnight and 2-day delivery: not available

### 12. FOB Point: Prices shown are FOB destination within the 48 contiguous states as well as the District of Columbia.

**Shipment Discrepancies**—Any errors in shipment must be reported to Carestream Health Customer Service immediately upon receipt of shipment. Requests for adjustments on concealed shortages involving cartons received intact must be reported to Carestream Health Customer Service within 10 business days of receipt of the shipment.

**Proof of Delivery Request**—Requests for Proof of Delivery (POD) must be made within 90 days of the original invoice date. Claims for lost freight cannot be asserted after 90 days from the original date of invoice. Requests received after 90 days from the original invoice date will not be investigated or honored.

### 13. Ordering Addresses:

Carestream Health, Inc.  
US Government COS  
Prolongacion Mariano Otero #408  
Col Ciudad del Sol  
Zapopan Jalisco., 45050, Mexico  
E-Mail: us-cos-federalgov@carestreamhealth.com  
Phone: 866-927-1046  
FAX: 800-334-9262  
Hours of Operation: 8:00 am – 6:00 pm EST.

### 14. Payment Address:

Remittance via check should be mailed to:  
Carestream Health Inc.  
1756 Solutions Center  
Chicago, IL 60677-1007

Remittance can be made electronically to:  
PNC Bank N.A. (Pittsburgh National Bank)  
500 First Avenue  
Pittsburgh, PA 15219  
Telephone: 877-824-5001 opt 1  
Nine-Digit Routing Transit Number: 043000096  
Account: Carestream Health Inc.  
Account Number: 1019792039

## Terms and Conditions

---

For questions, call:

Laurie Hurley, Credit Department  
Telephone: 585-627-8911

**Returns**—All goods are sold without return privileges, except where the Product is determined to be defective in manufacturing, damaged in transit or shipped in error by Carestream Health. Allowance of a return is at Carestream Health's sole discretion. A return will be accepted only after prior authorization by Carestream Health and subject to compliance with the following terms and conditions:

A. Returns of goods, for any reason, will be authorized and accepted only if the goods were shipped, in the case of a sale from Carestream Health, Inc.

B. When contacting Carestream Health for return authorization you must provide the invoice number, the date of the shipment, and the expiration date of any sensitized product.

C. Prior to returning any Product, customer must first obtain a Return Material Authorization ("RMA") from Carestream Health and include that RMA number on the packing slip for returned product. Product must be returned within 30 days after the RMA is issued. Carestream Health may refuse to accept the return of Product for which customer has not provided an RMA number or for which the RMA number was issued more than 30 days prior to the return.

D. Except where goods were damaged in transit, returns must be in clean, unopened, factory packaging, in unmarked condition. In the case of cardboard box packaging, the seal must not be broken.

E. All returns must be shipped prepaid, unless otherwise specified by Carestream Health, and returned to the Regional Distribution Center from which they were shipped or picked up.

F. The price on the original invoice will be the basis for credit for any authorized return.

G. Carestream Health may impose a 15% handling charge as a condition of accepting a return.

H. In all instances, when returning goods, original paperwork, with invoice/receipt information, must be supplied with return.

### 15. Warranty:

All equipment is sold only with the warranty that is expressly stated on, packaged with or accompanying the equipment. Upon end customer request, Carestream Health will provide a copy of any warranty applicable to the equipment listed in this catalog. (Warranties are also shown in 27.4 below.)

**Limited Warranty**—The sale, use, and handling of Kodak products are subject to the applicable limitation of liability listed below:

#### A. Limited Warranty on Chemicals

The chemicals listed in this catalog are warranted to be merchantable. Chemicals may discolor and stability cannot be guaranteed if stored/used beyond the expiration date printed on the packaging. Kodak is not responsible for replacement of expired chemicals.

#### B. Limited Warranty on Sensitized Goods

Kodak sensitized goods will be replaced if defective in manufacture, labeling, or packaging, or if damaged or lost by Kodak or any Kodak subsidiary. Except for such replacement, the sale, or other handling of sensitized goods is without warranty or liability, even though defect, damage, or loss is caused by negligence or other fault. Since color dyes may in time change, color films will not be replaced for, or otherwise warranted against, any change in color.

#### C. Limited Warranty on all other Products (excluding Sensitized Goods)

All other Products are sold only with the warranty that is expressly stated on, packaged with, or accompanying the Product.

**Disclaimer of Warranty and Damages: Remedies**—Except for the warranties expressly provided in this catalog, Carestream Health disclaims all other warranties, express or implied, including the **IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. IN NO EVENT SHALL CARESTREAM HEALTH BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.** Some states or jurisdictions do not allow exclusion of limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Some states or jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. This warranty gives you specific rights, and you may have other rights which vary from state to state or by jurisdiction.

### 16. Export Packing Charges

#### APO / FPO and Puerto Rico

Export packing, sufficient to meet requirements of the U.S. Postal Regulation 126.2, is required on all APO and FPO Shipments.

#### Other Overseas Destinations

Not available

### 17. Terms and Conditions of Government Commercial Credit Card Acceptance:

Refer to 9.

### 18. Terms and Conditions of maintenance and repair:

N/A.

### 19. Terms and Conditions of Installation:

N/A.

### 20. Terms and Conditions of Repair Parts:

N/A.

### 21. Distribution Points:

N/A

### 22. Participating Dealers:

None.

### 23. Preventive Maintenance:

N/A.

### 24. Environmental attributes:

N/A.

### 25. Data Universal Number System (DUNS) Number:

793169512

### 26. Notification regarding registration in Central Contractor Registration (CCR) database:

CAGE Code 4QX22

### Additional terms from Carestream Health Commercial price pages

**27.1 Software Products**—All software products are licensed to end customers, not to dealers. Use of Kodak software products is subject to end customer's prior acceptance of applicable end user license agreements. Upon end customer request, Carestream Health will provide a copy of any end user license agreement applicable to a Kodak software product

## Terms and Conditions

**27.2 Transactional Emails**—Carestream Health may send email communications related to orders placed by the customer. Customer agrees that all such email communications from Carestream Health to customer or its employees are transactional or relationship messages within the meaning of the United States CAN-SPAM Act of 2003.

**27.3 Force Majeure**—Carestream Health will not be responsible for any loss or damage due to delay in delivery of Products resulting from any cause beyond its reasonable control. A delay resulting from any cause beyond Carestream Health's reasonable control shall extend the time for delivery to a date that provides Carestream Health with a reasonable period to deliver the Product after the cause of the delay has been removed.

### 27.4 Carestream Health Commercial Warranty.

#### Limited Warranty

The sale, use, and handling of Carestream Health products are subject to the applicable limitation of liability listed below:

##### A. Limited Warranty on INDUSTREX Film Products

Until the expiration date marked on the package, Carestream Health INDUSTREX film will be replaced if defective in manufacture, labeling, or packaging, or if damaged or lost by Carestream Health or any Carestream Health subsidiary. Except for such replacement, the sale, or other handling of INDUSTREX film is without warranty or liability, even though defect, damage, or loss is caused by negligence or other fault.

##### B. Limited Warranty on Accessories and Supplies

Accessories and supplies are sold only with the warranty that is expressly stated on, packaged with, or accompanying the product. Upon customer request, Carestream Health will provide a copy of any warranty applicable to such products.

##### C. Limited Warranty on INDUSTREX Chemicals

The chemicals listed in this catalog are warranted to be merchantable. Chemicals may discolor and stability cannot be guaranteed if stored/used beyond the expiration date printed on the packaging. Carestream Health is not responsible for replacement of expired chemicals.

##### D. Limited Warranty on INDUSTREX Photo Processors

Carestream Health warrants INDUSTREX Photo Processors to be free from defects in materials and workmanship under normal use, in accordance with the specifications as set forth in the users guide, for a period of one (1) year from the date of invoice. This warranty applies to Customer and to anyone else that legally owns the Photo Processor during the warranty period. This warranty covers replacement parts only. Customer is responsible for associated labor and installation of such replacement parts. This warranty does not apply if failure of the product is due to misuse, abuse, or failure to follow operating and installation instructions provided by Carestream Health.

##### E. Limited Warranty on INDUSTREX Digital Systems

(1) The warranty on INDUSTREX Digital Systems (including Equipment and Software) is effective for 1 year from the date of installation. Some System components may be refurbished or remanufactured, but all such components are warranted to perform as new.

(2) Carestream Health warrants that the media on which the Software is furnished will be free from defects in materials and workmanship. With respect to defective media, Carestream Health's sole obligation is to provide a corrected version of the Software as soon as practical after Customer's notification of the defect. Carestream Health does not warrant that (i) the functions contained in the Software will meet Customer's requirements, (ii) the Software will be uninterrupted or error free, or (iii) functions contained in the Software will operate in combination with other Customer equipment. This warranty will be void if the Software is modified without Carestream Health's written consent.

(3) Carestream Health warrants that the Equipment will be free from manufacturing defects and function properly in accordance with specifications provided by Carestream Health. Repair or replacement, at Carestream Health's option, without charge to Customer, are Carestream Health's only obligations under this limited warranty. These remedies are not available if failure of the Equipment is the result of misuse, abuse or a failure to follow operating instructions provided by Carestream Health.

##### F. Limited Warranty on INDUSTREX Digital Accessories

(1) The warranty on INDUSTREX Digital Accessories is effective for 1 year from the date of invoice.

(2) Carestream Health warrants that the media on which the Software is furnished will be free from defects in materials and workmanship. With respect to defective media, Carestream Health's sole obligation is to provide a corrected version of the Software as soon as practical after Customer's notification of the defect. Carestream Health does not warrant that (i) the functions contained in the Software will meet Customer's requirements, (ii) the Software will be uninterrupted or error free, or (iii) functions contained in the Software will operate in combination with other Customer equipment. This warranty will be void if the Software is modified without Carestream Health's written consent.

(3) Carestream Health warrants that the Accessories will be free from manufacturing defects and function properly in accordance with specifications provided by Carestream Health. Repair or replacement, at Carestream Health's option, without charge to Customer, are Carestream Health's only obligations under this limited warranty. These remedies are not available if failure of the Accessory is the result of misuse, abuse or a failure to follow operating instructions provided by Carestream Health.

##### G. Limited Warranty on INDUSTREX Digital Imaging Plates

For a period of 90 days from the date of purchase, Carestream Health INDUSTREX plates will be replaced if defective in manufacture, labeling, or packaging, or if damaged or lost by Carestream Health or any Carestream Health subsidiary. Except for such replacement, the sale, or other handling of INDUSTREX plates is without warranty or liability, even though defect, damage, or loss is caused by negligence or other fault.

#### 2. Disclaimer of Warranty and Damages: Remedies

Except for the warranties expressly provided in this catalog, CARESTREAM HEALTH DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. IN NO EVENT SHALL CARESTREAM HEALTH, INC. BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some states or jurisdictions do not allow exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Some states or jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. This warranty gives you specific rights, and you may have other rights which vary from state to state or by jurisdiction.

#### Explanation of Metric/U.S. Customary Film Dimensions

These Metric/U.S. Customary conversions are in accordance with the International Standards Organization (ISO) nomenclature. The Metric and U.S. Customary sizes below are equivalent.

Metric	U.S. Customary
35x43 cm	14x17 inches
35x35 cm	14x14 inches

These metric sizes are slightly different in size from their U.S. Customary counterparts. Users should experience no problems in fitting the above Metric films into U.S. Customary cassettes or film holders.

24x24 cm	(Smaller in both dimensions by 3.6 mm [6/64 inch])	9½x9½ inches
18x43 cm	(Wider by 1.6 mm [4/64 inch])	7x17 inches
15x30 cm	(Smaller in both dimensions by 2.8 mm [7/64 inch] in width and 5.2 mm [13/64 inch] in length)	6x12 inches
13x18 cm	(Larger in both dimensions by 2.8 mm [7/64 inch] in width and 1.6 mm [4/64 inch] in length)	5x7 inches

KODAK INDUSTREX Films for Industrial X-Ray Use — Product Guide

KODAK INDUSTREX Film / Product Code	Classification†			Notched	Replaces†		Available Formats (code)						Spectral Sensitivity	Safelight Filter	Processing Chemicals* Developer — Fixer	Recommended Starting Points	Reference Publication on Web
	EN 584	ASTM E1815	ISO 11699		Agfa	Fuji	Sheets			Rolls							
							Non-Interleaved (1)	READY-PACK (3)	Pb Contactpak	NIF Rolls (bulk) (359)	LEAD PACK (382)	READY-PACK (381)					
DR50 / 6536	C1	Special	T1	✓	D2	IX25	✓							X-ray and blue	(Red) 660 nm LED‡, 1, 1A, or GBX-2  DEVELOPER KODAK INDUSTREX Single Part Developer Replenisher, mixed 1:3 w/H <sub>2</sub> O <b>Replenishment Rate:</b> 665mL/m <sup>2</sup> — FIXER KODAK INDUSTREX LO Fixer and Replenisher, mixed 1:4 w/H <sub>2</sub> O (Americas & Greater Asia), or KODAK INDUSTREX LO Fixer and Replenisher, mixed 1:3 w/H <sub>2</sub> O (Europe, Africa, Middle East & Russia) <b>Replenishment Rate:</b> 1200mL/m <sup>2</sup>	AUTOMATIC 8 minute cycle Development Time and Temperature: 100 seconds @ 26°C (79°F) — 5 minute cycle Development Time and Temperature: 60 seconds @ 30°C (86°F) — <b>MANUAL</b> Development Time and Temperature: 5 minutes @ 20°C (68°F)	Ti2508
M100 / 5532	C2	Class I	T1	✓	D3	IX50	✓	✓	✓			✓	Ti2434				
MX125 / 4748	C3	Class I	T2		D4	IX50	✓	✓	✓	✓	✓	✓	Ti2342				
T200 / 6537	C4	Class I	T2	✓	D6	IX80	✓					✓	Ti2360				
AA400 / 5533	C5	Class II	T3	✓	D7	IX100	✓	✓	✓	✓	✓	✓	Ti2294				
HS800 / 5747	—	—	—	✓	D8/F8	IX150	✓			✓			X-ray and Visible blue light				Ti2637