

**TERMS OF SALE FOR ITEMS SUPPLIED BY
EASTMAN KODAK COMPANY
IMAGE SENSOR SOLUTIONS**

1. **Prices:** Prices are CIP shipping point unless otherwise specified and are subject to change without notice. Kodak reserves the option to self-insure shipments.
2. **Delivery:** Shipping dates are approximate and are based upon receipt of all necessary information. The risk of loss passes to the buyer at point of shipment.
3. **Taxes:** Any applicable taxes are not included in the prices shown, but will be added separately to the invoice.
4. **Terms of Payment:** Subject to credit department approval, net 30 days from date of invoice.
5. **Warranty:** Kodak warrants that all devices will perform in normal use in accordance to device specifications for a period of one year from date of shipment to the customer. This warranty does not cover failure due to those mechanical and electrical causes defined below as liability of the customer. Kodak makes no other warranties expressed or implied for these devices. If the devices do not function properly during the warranty period, Kodak will, at its option, either replace or refund the purchase price of any device found to be defective.
6. **Returns:** Devices will be considered for replacement up to one year from the date of shipment. All returns require a Return Material Authorization (RMA) number, and if authorized must include part number, invoice number, serial numbers and explanation of problem. No returns will be accepted without a RMA number. Returns will be re-tested against the device specifications and if found to meet those specifications will be shipped back to the customer at the customer's expense.

All items should be returned, transportation prepaid by the customer to:

Eastman Kodak Company
Attn: RMA Coordinator
Image Sensor Solutions
1669 Lake Avenue
Research Labs Bldg. 81/530 MC 02020
Rochester, New York 14650-2020
(585) 722-1980

To ensure timely response, please use Federal Express or Airborne Express shipping services.
All UPS deliveries are routed through the Kodak central shipping and receiving department.
Using UPS can significantly increase the delivery time.

7. **Liability of the Supplier:** Kodak's liability in all claims of any kind whether based upon contract, indemnity, warranty, tort (including negligence and strict liability) or otherwise for all losses or damages arising out of, connected with or resulting from purchase of devices shall not exceed the price of the specific product(s) which give rise to the claim.
8. **Liability of the Customer:** Damage from mechanical (scratches or breakage), electrical (ESD), or other misuse of the device (electrical, storage temperature, etc.) beyond the stated maximum ratings in the device specifications that occur after receipt of the device by the customer shall be the responsibility of the customer.
9. **Camera Patents:** The purchase price paid for the image sensors does not include a license under any Kodak patent to manufacture or assemble a digital camera. A license under Kodak's digital camera patents is separately available under commercially reasonable, non-discriminatory terms.

EASTMAN KODAK COMPANY
Image Sensor Solutions
1999 Lake Avenue
Rochester, NY 14650-2010

07/29/02