

General Terms and Conditions of Purchase

of the

Weener Plastics Netherlands B.V.

Clause 1

Applicability and General Provisions

1. These general terms and conditions apply to, and form an integral part of, all (future) requests for quotations, the formation, the content and the compliance with any agreement, however named, of and entered into with Weener Plastics Netherlands B.V. ("Weener") to order and buy goods from its suppliers.
2. Where these general terms and conditions refer to 'supplier', this means every natural or legal person in a contractual relationship with Weener pursuant to a purchase or other agreement entered into with Weener as well as every natural or legal person wishing to enter into a purchase or other agreement with Weener. The term 'supplier' in particular includes those who deliver goods to Weener.
3. The provisions in these general terms and conditions may exclusively and only be departed from if and insofar as this has been expressly agreed in writing.
4. The applicability of other general terms and conditions is expressly excluded. Even if the supplier refers to (its) general terms and conditions, the terms and conditions of the supplier do not apply. This is only different if and insofar as the applicability of the conditions of the supplier is expressly accepted by Weener in writing and insofar as the conditions of the supplier are not in conflict with the provisions in the current general terms and conditions. Any stipulation to the contrary in the conditions of the supplier does not affect the foregoing.
5. Where these general terms and conditions refer to the 'supply (of goods)', this also includes the rendering of services and work of whatever nature.
6. If any provision in these general terms and conditions is void, is voided or is declared not applicable in any other way, the remaining provisions of these general terms and conditions shall remain in full force and the parties shall agree a replacement for the void, voided or inapplicable-declared provision whereby the objective and purport of the void, voided or inapplicable-declared provision(s) shall be taken into account as far as possible.

Clause 2

Conclusion of Contract

1. To be valid, orders do not require a specific form, but to be valid orders placed verbally or by phone shall require a subsequent confirmation by a letter of confirmation of Weener. Verbal subsidiary agreements and amendments of the contract also require confirmation in writing.
2. Prior to the written confirmation of the order by the supplier, Weener shall have the right to cancel any order.
3. Furthermore, Weener shall have the right to terminate the contract at any time by giving notice in writing and stating the reason, when it is no longer in a position to use the ordered products in its business operation as a result of circumstances intervening after conclusion of the contract. In such an event, it shall remunerate the supplier for the partial delivery rendered.
4. In terms of quantity, quality and design of the goods, the supplier shall comply in its offers with the orders, invitations to tender and potential drawings specified or approved by Weener. Weener shall be explicitly notified in writing by the supplier of any planned or existing deviations. Weener is an ISO 50001 certificated company. Due to this certification supplier has to offer every electrical appliances in an energy-optimised option accompanied by a list with performance data to enable Weener to calculate the energy efficiency.
5. Deviations require the written agreement of Weener. With respect to granule deliveries, a quantitative deviation of up to 10% shall be deemed to have been accepted by Weener.

Clause 3

Prices, Shipment, Packaging

1. The agreed prices are fixed prices and exclude subsequent claims of any kind. Unless explicitly agreed otherwise, all costs of packaging, transport and customs, including all customs formalities shall be included in these prices.
2. In so far as the production cost of the supplier changes by more than 10% without this fact being foreseeable for the parties, each party shall have the right to demand the renegotiation of prices. Weener shall not be

obligated, however, to accept modified and especially higher prices, unless the prerequisites of a frustration of contract pursuant to clause 6:258 of the Dutch Civil Code are fulfilled.

3. Shipment notes, consignment notes, invoices and all correspondence shall contain the order number of Weener. The supplier shall quote the name of the ordering person and, if known, the requisitioning party on consignment notes and invoices.
4. Unless agreed otherwise, shipment shall be made at the expense and risk of the supplier to the freely agreed place of delivery (Delivered Duty Paid).

Clause 4

Invoices and Payments

1. Invoices shall be submitted with all agreed data and documents following the completed delivery or, in the absence of any agreement, with the customary documents. Invoices which have not been properly drawn up shall be deemed to have been received by Weener only when corrected.
2. Payment shall be made by normal commercial methods with a cash discount of 3% within 14 days following the delivery/service and receipt of the invoice or net within 60 days. The date of determining the commencement of the payment term shall be the later of these dates.
3. In case of a default in payment, Weener shall owe statutory commercial interest rate pursuant to clause 6:119a of the Dutch Civil Code.
4. Payment of the invoice of the supplier shall never be interpreted as a recognition of the correct performance of the supplier of its obligations under an agreement with Weener.
5. Weener is entitled to set off against payments due to the supplier any and all obligations of supplier to Weener however and whenever arising.

Clause 5

Delivery dates, Delays, Force majeure

1. Agreed delivery dates are binding and shall be correctly adhered to by the supplier. The receipt of goods at the agreed place of delivery shall determine compliance.
2. When it is foreseeable that a delivery date shall be exceeded, the supplier shall immediately notify Weener in writing of the reason and the expected duration. Irrespective of such notification, exceeding a deadline shall trigger the statutory consequences of default. In urgent cases, especially to avoid loss of production or in view of its own delivery obligations, Weener shall have the right to otherwise procure the goods at the supplier's expense and without further intermediate steps.
3. In case of a default in delivery, Weener shall have the unrestricted right to its statutory claims including the right of rescission and the right to damages in lieu of performance upon fruitless expiration of an appropriate period of grace.
4. In case of a delay in delivery, Weener shall have the right, in addition to all other remedies herein, after prior written notification of the supplier, to demand a default penalty amounting to 0.5% but no more than 5% of the respective value of the order for every commenced week of the delay in delivery. The contractual penalty shall be offset against the default damages to be compensated by the supplier.
5. In case of delivery before the agreed date of delivery, Weener shall reserve the right to return the delivery at the supplier's expense and risk. When it accepts the goods, it shall store them until the agreed date of delivery on the premises of Weener at the supplier's expense and risk. Only the agreed date of delivery shall be valid in terms of payment.
6. Partial deliveries shall only be accepted following an explicit agreement.
7. Even when the shipment has been agreed, the risk shall be transferred to Weener when the goods have been handed over at their agreed destination.
8. Neither party will be liable for any delay or failure in performing its obligations under the agreement (including delay in delivery acceptance) to the extent that such delay or failure is caused, without such party's fault or negligence, by a Force Majeure Event. For purposes of these terms, a "Force Majeure Event" refers to the occurrence of unforeseeable and/or unavoidable circumstances beyond a party's control that, by their nature, make such party's performance commercially impractical, including, but not limited to, fires, floods, acts of war, riots, mobs,

earthquakes, lockouts, strikes, embargoes, or due to regulation or industrial disputes. Supplier will use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under the agreement. If a Force Majeure Event prevents the supplier from carrying out its obligations under the agreement for a continuous period of more than fourteen (14) days, Weener may terminate the agreement immediately by giving written notice to Supplier and without incurring a liability towards supplier.

Clause 6

Warranty

1. Obvious defects of the delivery and especially deviating quantities exceeding the amount specified under clause 2 as well as obvious transportation defects shall be notified by Weener as soon as they have been detected in the circumstances of its normal course of business. The defect notification shall be deemed to be on time, when it is made within seven working days following the receipt of the delivery. Other defects shall be notified within seven working days following their detection.
2. Supplier warrants to Weener that the goods delivered will (i) be merchantable, (ii) free from any defects in workmanship, materials and design, (iii) be manufactured, packaged, labelled, handled, shipped and stored by Supplier or its agent in a good and workman-like manner at quality levels consistent with industry standards and in accordance with all applicable specifications, drawings, designs, samples and other requirements specified by Weener, (iv) be fit, safe and effective for their intended uses and purposes, and operate as intended, (v) comply with any national, international and supranational laws, legal rules, regulations, directives and other governmental provisions, (vi) be free and clear of all liens, security interests or other encumbrances; and (vii) are free from any right (including but not limited to intellectual property rights), lien or claim of third party.
3. All warranties set forth in these Terms will remain in effect for a period of three (3) years from the date of acceptance of the goods by Weener, and will not be deemed waived by reason of Weener's receipt, inspection, or acceptance of, or by payment for, the goods. The warranties expressed in these Terms will be in addition to and construed as consistent and cumulative with each other and with all warranties provided, express or implied, by law
4. All warranties will run to Weener, its customers and subsequent owners of the goods to which they relate. There are no exclusions, limitations, or disclaimers of warranty other than those that may be expressly recited in these terms.
5. Weener shall be entitled to its full statutory claims with respect to defects including the right to damages and expenses.
6. When the supplier does not comply with the demand for a correction of defects or replacement delivery within 10 working days, or immediately in case of deliveries of granules and dyes, the subsequent improvement shall be deemed to have failed; in this case the ordering party is entitled to a rescission of contract without further delay, and may demand compensation for damages in lieu of performance.

Clause 7

Product liability (insurance), Indemnity

1. The supplier shall be responsible for all claims brought by third parties for personal injury or property damage, when they are attributable to a defective product supplied and shall be obligated to indemnify and hold Weener harmless from and against all direct and indirect damages arising out of or resulting in any way from the defective product supplied to Weener under the agreement with the supplier. When Weener shall be obligated to recall products from third parties due to a defect of a product delivered by the supplier, the supplier shall bear all costs associated with the product recall.
2. Weener and the supplier shall mutually inform and support each other in their legal defence. The supplier shall conclude and maintain adequate insurance cover against such liability claims. Supplier is obliged to provide evidence of this insurance upon Weener's first request.
3. Seller shall indemnify and hold harmless Weener and affiliates and its employees, directors, owners, authorized representatives, customers and subcontractors from any and all claims, damages, costs, demands suits and judgments whatsoever arising out of, caused by, relating to, resulting from, or in connection with the negligence, wilful misconduct, errors, or omissions of supplier, its subcontractors, or their respective employees relating to, resulting from, or in connection with the performance or non-performance of the agreement with Weener.

Clause 8

Protection of ownership

1. Weener shall retain its proprietary right or intellectual property rights with respect to the purchase orders, orders as well as drawings, images, calculations, descriptions and other documents made available to the supplier. The supplier shall neither make them available to third parties without Weener's explicit agreement nor use them for its own purposes

or grant their use to third parties or replicate them. Upon request of Weener, the supplier shall return such documents in their entirety, when they are no longer used in the normal course of business, or when negotiations do not lead to the conclusion of a contract. In this case, copies made of such documents by the supplier shall be destroyed; the only exception being a storage pursuant to statutory record-keeping obligations as well as the storage of data for backup purposes in the course of customary data backups.

2. Tools, devices and design models made available to the supplier by Weener or manufactured for contractual purposes and separately invoiced by the supplier, shall remain or be transferred to the property of Weener. They shall be duly marked by the supplier as a property of Weener, stored carefully, secured against damage of any kind, and they shall be used only for contractual purposes. The cost of their maintenance and repair shall be borne equally by the contractual parties - in the absence of an agreement to the contrary. In so far as such costs shall be attributable to defects of objects manufactured by the supplier or their improper use by the supplier, its employees or other agents, they shall be borne exclusively by the supplier. The supplier shall notify Weener immediately of all damage to such objects with the exception of insignificant damage. Upon request, it shall be obligated to hand over such objects to Weener in proper condition, when it no longer uses them to perform the contracts concluded with us.
3. The supplier's property rights shall apply only in so far as they pertain to the payment obligations of Weener for the respective products, for which the supplier reserves the right of ownership. In particular, extended or protracted reservations of property rights shall not be permitted.

Clause 9

Nondisclosure

1. The contracting parties agree to maintain confidentiality regarding all information they become aware of in the course of their transactions. They agree in particular to maintain strict confidentiality regarding all images, drawings, calculations, design sketches, design models, CAD data and other documents and information. Their content may only be disclosed to third parties, when this has been explicitly permitted in writing.
2. This nondisclosure obligation shall continue to apply indefinitely after the fulfilment of this contract and also in the event that a contract shall not be concluded. Documents received shall be returned unsolicited to the other contractual party in their entirety and including all copies; files shall be returned or otherwise permanently destroyed, unless statutory provisions stipulate an obligation to store records.

Clause 10

Closing provisions (assignment, termination, sub-contracting, governing law, jurisdiction, etc.)

1. The supplier shall not assign, subcontract or otherwise transfer all or any part of its rights and/or obligations under the agreement with Weener to any third party without the prior written consent of Weener.
2. When the supplier ceases to supply goods to Weener or make payments to its suppliers, when insolvency proceedings are filed or initiated against the supplier's assets, or when an out-of-court debt settlement procedure is initiated against the supplier's assets, Weener shall have the right to terminate the contract without notice.
3. In so far as the confirmation of the order does not provide otherwise, the registered offices of Weener shall be the place of performance/delivery.
4. All agreements between Weener and the supplier shall exclusively be governed by the Dutch law. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.
5. All disputes, of whatever nature, relating to/arising from any agreement between Weener and the supplier are exclusively resolved by the competent court of the Zeeland-West-Brabant district.