

1. Applicability

1.1 The following Purchasing General Terms & Conditions shall govern each contract under which Kunststoff-Packungen AG (hereinafter KG) purchases merchandise from the Partner. Where KG and the Partner have reached a different agreement in writing on an issue, such different agreement shall take precedence over these Purchasing General Terms and Conditions.

1.2. These Standard Terms and Conditions shall apply if referred to in the purchase order of KG. Deviating general terms and conditions of the Partner are not accepted by KG. References in KP's order to offer-proposal documents of the Partner or to delivery slips (e.g. the signing of delivery slips) are not considered as acceptance of the business terms and conditions of the Partner.

1.3. The acceptance of orders and the conclusion of agreements must be confirmed immediately by the Partner. Failure on the part of the Partner to comment on the written order of KG shall be deemed a consent to the order as well as to these Purchasing General Terms and Conditions, even if the latter deviate from the Partner's offer.

1.4. In case the confirmation of order deviates from the order or these Purchasing General Terms and Conditions, such differences are to be marked and separately identified by the Partner. KG shall only be bound by such deviation if it has expressly accepted it in writing. The unconditional acceptance of the delayed delivery or service does not imply an acceptance. Silence on the part of KG does in no case count as acceptance.

2. Drawings, other Documents, Intellectual Property

2.1. The Partner shall use his expertise independently, i.e. without KG's request, to check all drawings, calculations, specifications and other requirements sent to him by KG for errors, inconsistencies and discrepancies. Recognisable errors, inconsistencies or discrepancies shall be immediately communicated in writing to KG.

2.2. Drawings and their changes shall be given to KG in original or in copy and shall become free of charge KG's property.

2.3. In case of contracts whose subject is the solution of a technical problem, any intellectual property rights arising from such solutions shall belong to KG, as shall other technical solutions or know-how which is not state of the art. The Partner herewith transfers any such intellectual property rights (e.g. patents, copy rights) to KG. The consideration to acquire such intellectual property rights forms part of the purchase price for the merchandise.

2.4. Moulding tools which are manufactured by the Partner in favour of KG and which are financed by KG, are property of KG, even if they remain in the possession of the

Partner (constructive possession). Such moulding tools shall be marked to be owned by KG.

3. Time and Place of Performance; Partial Performance

3.1. The delivery time set by KG in its order shall be binding. In case the order does not specify any delivery time, the merchandise is to be delivered within 10 days, starting with the day when the order has been received by the Partner. Once this deadline has expired, the Partner is without notice in delay with delivery.

3.2. The Partner shall communicate any problem he might have with the delivery in writing and without delay on learning of such problem. KG shall be entitled to claim liquidated damages for late delivery of 1% of the purchase price of the delayed merchandise per week of delay, up to a maximum of 15%. The right to claim a compensation which exceeds the liquidated damages remains reserved. In addition KG has the right to fix a time limite of 5 days for subsequent performance and to waive subsequent performance and ask for compensation for damages arising out of the non-performance or withdraw from the contract, if there is no performance at the expiration of the time limit.

3.3. The merchandise shall be delivered DDP (Incoterms 2010). The place of destination shall be the domicile of KG, unless otherwise agreed in writing.

3.4. Shipments are to be made on time, according to the date specified in the order. KG has the right to reject a shipment that is early or to send it back to the Partner, at the Partner's expense. Is the early shipment accepted by KG, then its storage at KG shall be at the Partner's risk and expense. In this case, payment of the invoice shall be governed by the due date (as opposed to the early shipment date).

3.5. KG shall not be obliged to accept partial or incomplete deliveries.

4. Warranty

4.1. The Partner warrants the merchantability of the delivered merchandise. Furthermore, the Partner warrants its fitness both for the agreed purpose and for KG's purpose which is recognisable to him. The Partner guarantees that the merchandise is manufactured by itself. The engagement of third parties in order to perform the obligations of this contract, requires the prior written consent of KG.

4.2. The Partner represents that the delivered merchandise corresponds in quantity and quality to the order and the agreed specifications. The regulations about the buyer's obligation to examine delivered merchandise and notify the seller immediately of any defects is expressly waived. KG may notify defects any time within the warranty period.

4.3. The Partner represents that the merchandise is compliant with all laws, all administrative regulations and all rules laid down by professional associations which apply at the place of delivery and the place of destination of the merchandise and which are in force at the time when KG places the order, and to all environment, safety and worker protection rules.

4.4. In case of a breach of warranty or misrepresentation, KG shall have the right, without prejudice to other remedies available to KG under law, to choose between rectification, replacement, rescission, and price reduction. Because of the breach of warranty, the Partner shall get in case of rescission no remuneration for any use KG has had of the merchandise. In addition KG reserves the right to claim damages (direct or indirect, consequential or incidental damages). Such damage claim shall not presume fault on the part of the Partner.

4.5. The warranty period shall be at least 24 months, starting with delivery of the merchandise. This period shall be extended by the time between the delivery and the actual use of the merchandise; however, such extension shall not exceed 6 months. The warranty period for buildings or for fixed installations into buildings shall be 5 years, starting with the handover protocol duly signed by KG.

4.6. The Partner shall indemnify KG from all costs associated with product liability, provided the merchandise has been the cause of the product liability claim. On demand, the Partner shall document to KG that the product liability risk is sufficiently covered by insurance.

5. Remuneration and Payment

5.1. The prices are DDP (Incoterms 2010). Unless otherwise agreed upon in writing, the place of destination is at KG's registered office.

5.2. The following payment term shall apply: 14 days 3% discount, 45 days net.

5.3. Without a correct and complete invoice and the receipt of the merchandise by KG, the purchase price shall not become due. In particular, it should be noted that the invoice shall contain all legally required data, with special consideration to the Value Added Tax Law where applicable. Such data shall include at least the proper designation of the invoice recipient and the correct presentation of the Value Added Tax where applicable. In addition, the Partner's invoice must quote KG's order number and KG's reference and item number or item numbers.

5.4. Once the final invoice has been submitted to KG, the Partner may make no further belated claims for remuneration.

5.5. The Partner may assign claims against KG to third parties only after prior written consent by KG.

6. Third Party Rights, Know-How, Confidential Information

6.1. The Partner guarantees (OR 111) that the use or purchase of his merchandise by KP does not infringe any third-party rights. Without prejudice to the right of KG to demand rescission or damages in case of such an infringement, the Partner shall indemnify KG from all such third party claims.

6.2. The Partner shall not make use, neither for himself nor for third parties, of any KG know-how and any confidential information, which he has received from KG in the course of contract negotiation or contract performance, in particular of documents handed over to the Partner by KG. However, this obligation may be waived by KG in a prior written statement. The Partner shall bind his employees to the same obligations regarding confidential information.

6.3. This obligation shall survive the termination of the current agreement by 5 years. In case of a breach of the non-disclosure obligation the Partner shall pay to KG liquidated damages in the amount of CHF 100'000 per each case of such breach. KG reserves the right to claim damages which exceed CHF 100'000 and to demand the removal of the condition contrary to the terms of the agreement. Any payment of liquidated damages does not release the Partner from the non-disclosure obligation.

6.4. Documents handed over by KG may not be copied by the Partner without prior consent by KG. Upon the termination of the contract, the Partner has to return them without delay, and irretrievably delete electronically recorded documents.

7. Miscellaneous

7.1. This contract is governed by and shall be construed in accordance with the internal laws of Switzerland (excluding Swiss Private International Law and international treaties, in particular the Vienna Convention on the International Sale of Goods).

7.2. Venue for disputes/place of jurisdiction shall be the court of law at KG's registered office. However, KG has, at its own discretion, the right, to have disputes decided by the courts at the seat of the Partner/at the Partner's registered office.

7.3. Apart from what has been concluded in writing, no oral agreements exist. Contract amendments shall not be valid unless executed in writing.

7.4. Should one or more contract provision(s) be or become invalid, this invalidity shall not be constructed as affecting the validity of the whole contract. The invalid provision(s) shall be replaced so that the new text is both valid and its meaning as close as possible to the meaning of the provision(s) replaced.

7.5. „in writing“ and „written“ mean a record of information, including information communicated by e-mail as well as telefax.

7.6. The Partner shall not assign any rights based on this Contract to a third party without the prior written consent of KG.

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