



General Terms and Conditions of Purchase

POLIFILM PROTECTION GmbH, Alte Papiermühle 10, 51688 Wipperfürth, Germany

§ 1 Applicability

1. Our Terms and Conditions of Purchase are applicable only to companies pursuant to Article 310 of the German Civil Code.
2. a) The following Terms and Conditions of Purchase apply to all contracts and orders for all goods delivered by us and all services provided by us.
b) This does not apply if they are amended or excluded with our express written confirmation.
3. a) The following Terms and Conditions of Purchase apply even if our contractual partner makes deliveries or performs services pursuant to conditions diverging from our own and we are aware of this fact.
b) Our contractual partner's terms and conditions apply only if their applicability is confirmed by us in writing.
4. Our Terms and Conditions of Purchase also apply to all future contracts and orders, even if the text is not re-sent to our contractual partner with our enquiry or order.

§ 2 Quotation and conclusion of a contract

1. If our contractual partner does not accept our order within ten days following receipt of the order, we are no longer bound by the order.
2. a) All agreements made between us and our contractual partner, all orders, side agreements and covenants must be made in writing, even if they are entered into following the conclusion of a contract.
b) Where they are submitted by our associates and representatives, they will only become binding once we have provided written confirmation.
c) The power of attorney held by our associates or representatives is limited in this respect.
3. A commercial letter of confirmation sent by our contractual partner cannot bring into effect the conclusion of a contract with content diverging from that of our order or other written statements, even if we have not raised an objection to this letter.

§ 3 Delivery and passing of risk

1. a) Unless agreed otherwise, deliveries made by our contractual partner are free domicile, inclusive of all ancillary expenses and packaging.
b) Our contractual partner will bear the disposal costs for packaging.
c) Deposits for packaging provided on a loan basis may not be levied.
2. Title and price risk will transfer to us only upon receipt of the goods either at our premises or at the place of receipt specified by us.

§ 4 Delivery dates, delivery on call

1. a) The agreed delivery dates and dates for delivery on call, as well as the terms of delivery and delivery on call, are legally binding and are calculated from the date of our order or confirmation.
b) If our contractual partner may be delayed in making a delivery for whatever reason, we must be informed immediately in writing of the reasons for this delay and the estimated duration of the delay and proof must be provided to support this.
2. If our contractual partner does not object to our delivery schedules immediately upon receipt, then our delivery schedules will become binding at this time at the latest.

§ 5 Prices, value added tax

1. The prices stated in our orders are fixed prices in EURO.
2. Value added tax must be detailed separately when charging for the goods.



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§ 6 Right of inspection, acceptance

1. a) We are entitled to inspect the ordered goods or arrange for them to be inspected at any time during standard business hours at our contractual partner's premises with advance notice of three working days.
b) The result of this inspection will not in any way absolve our contractual partner from his warranty obligation.
2. When materials are delivered with test reports, the test reports must refer to our order or job number, and must be in our possession upon arrival of the consignment at our premises or at the place of receipt specified by us.

§ 7 Delivery receipt, invoice

1. Our contractual partner must enclose two delivery receipts with each consignment. These delivery receipts must include all important details related to our order, in particular the order number and order date.
2. The invoice must include the same details.

§ 8 Payment

1. Payment will be made within 14 days following receipt of the goods and invoice with 2% trade discount, or within 30 days following receipt of the goods and invoice net.
2. If delivery dates or terms of delivery have been agreed and goods are delivered ahead of schedule, the due dates for payment are based on the planned date of delivery rather than the date that the goods are received.

§ 9 Set-off, right of retention

We are entitled to set off any counterclaims to which we are entitled in any case subject to the legal provisions or to exercise the right of retention.

§ 10 Assignment

1. The assignment of claims asserted against us is permitted only with our written consent.
2. This does not apply if the assignment is related to an agreement of an extended reservation of title between our contractual partner and its suppliers.

§ 11 Liability for defects

1. a) We are only obligated give our contractual partner immediate notice of a defect in the event that the defect is obvious and can easily be identified without an inspection or if the defect is known to us, or in cases when items exceed or do not meet requirements.
b) The provision set out in Article 377 of the German Commercial Code does not apply in all other cases.
2. a) Upon conclusion of a contract, our contractual partner will assign to us its guarantee claims and other claims that have been made against third parties as a result of liability for defects and to which our contractual partner is entitled in connection with the manufacture, delivery or performance of the deliveries or services ordered by us.
b) The liability held by our contractual partner is not restricted or excluded as a result of this.
c) The assigned claims will be reassigned to our contractual partner if and insofar as our contractual partner fulfils the obligations imposed on us as a result of the defects itself.
3. We undertake to submit the declarations that are required or useful to assert or safeguard the assigned claims against third parties at any time at the request of our contractual partner or to assist our contractual partner in any way that is required or helpful.

§ 12 Claims for damages due to delay, claims for damages due to entire performance



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1. a) If our contractual partner is delayed in making a delivery, he must pay a flat-rate compensation for delayed completion to the amount of 1% of the value of the goods to be delivered for each complete week of the delay and a maximum of 8% of the value of the goods to be delivered.

b) It is our contractual partner's responsibility to prove that no or only minor damage has occurred as a result of the delay.

c) The right to assert a claim for further damages remains unaffected.

2. a) If a claim for compensation for damages in lieu of performance is asserted, we are entitled to request 15% of the contract price as compensation without having to provide proof.

b) It is our contractual partner's responsibility to prove that no or only minor damage has occurred.

c) The right to assert a claim for further damages remains unaffected.

§ 13 Manufacturer's liability

1. a) Our contractual partner must indemnify us from all claims for damages asserted against us by third parties on the basis of provisions on tort or product liability or other provisions due to faults or defects in the goods

manufactured or supplied by us or by our contractual partner, if such claims could also justifiably be made against our contractual partner or are only no longer applicable because they have since expired by limitation.

b) Subject to these conditions, our contractual partner must also absolve us of the costs incurred by any legal proceedings brought against us as a result of such claims.

c) Insofar as the claims made against us are substantiated or are only no longer applicable because they have since expired by limitation, our contractual partner will be entitled to a right of recourse on a pro rata basis, the scope and amount of which will be governed by Article 254 of the German Civil Code.

2. Our right of recourse, claims for the reimbursement of expenses and claims for damages pursuant to Articles 437 Point 3, 478 and 634 Point 4 of the German Civil Code remain unaffected by the preceding provisions.

§ 14 Trade mark rights

1. Our contractual partner undertakes to ensure that the rights of third parties, in particular patents, utility patents, trade marks and other trade mark rights and copyrights, as well as trade and industrial secrets, are not violated as a result of the goods delivered by it.

2. a) The contractual partner indemnifies us from claims asserted by third parties as a result of the violation of the aforementioned rights.

b) Our contractual partner will bear the costs incurred as a result of defending ourselves against the claims asserted in relation to the aforementioned rights of third parties.

c) This does not apply if we have violated the aforementioned rights either intentionally or as a result of gross negligence. In this case, there is a right of recourse and/or a claim for damages against our contractual partner on a pro rata basis, the amount of which is governed by Article 254 of the German Civil Code.

§ 15 Manufacturing equipment and production tools, documents, confidentiality

1. a) Tools and moulds, processing material, samples, prototypes, drawings, pictures, cost estimations, dies, templates and other manufacturing equipment and production tools that we pay for or provide to our contractual partner remain or become our property.

b) If it is planned that we will pay for such items as mentioned above, ownership will be assigned to us immediately upon manufacture or upon the transfer of ownership to our contractual partner.



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- c) If our contractual partner initially acquires items such as those mentioned above with reservation of title, the expectant right to which our contractual partner is entitled in relation to the items will be assigned to us as soon as it arises.
- d) The aforementioned items will be stored for us by our contractual partner from the specified dates.
- 2. a) Our contractual partner undertakes not to under any circumstances make the items available to third parties without our express permission pursuant to Point 1.
- b) Our contractual partner will undertake to pay us a contractual penalty to the amount of EUR 8000.00 each time that the aforementioned obligations are negligently violated.
- 3. a) Our contractual partner is liable for loss, damage or misuse of the items pursuant to Point 1.
- b) In all other cases, the items must be returned immediately following the completion and performance of an order, even if this is not specifically requested.
- 4. a) The contractual partners are mutually obligated to treat all commercial and technical information that they learn from each other in the course of their collaboration and that is not available in the public domain as their own trade secrets and not to make such information available in any way or form to third parties.
- b) The contractual partners will undertake to pay a contractual penalty to the amount of EUR 8000.00 each time that this obligation is negligently violated.

§ 16 Place of fulfilment, place of jurisdiction, applicable law

- 1. a) The place of fulfilment and the exclusive place of jurisdiction for deliveries, services and payments, including actions concerning cheques and bills of exchange, and any disputes that may arise between the parties is our headquarters.
- b) We reserve the right to also bring an action against our contractual partner at another applicable place of jurisdiction pursuant to Article 12 et seq. of the German Code of Civil Procedure.
- 2. The business relationships between the contractual partners are governed exclusively by the law applicable in the Federal Republic of Germany to the exclusion of the international sale of goods law, in particular the United Nations Convention on Contracts for the International Sale of Goods (CISG) and other international agreements on the standardisation of the sale of goods law.

§ 17 REACH Regulation (EC) No. 1907/2006

The supplier undertakes to only deliver contractual products that comply with the REACH Regulation.

- 1. Article 33 (1) (immediate duty to communicate information to industrial users regarding substances of very high concern in products)

For us to be able to comply with the duty to communicate information to our customers, our suppliers must inform us whether the contractual products contain substances included in the Candidate List. (This applies to suppliers within the EU only: It is particularly important to emphasise that suppliers must communicate information to us immediately and without any transition periods as soon as the "Candidate List" is published or updated.) The duty to communicate information came into effect immediately upon publication of the first Candidate List on 28 October 2008 and applies immediately upon publication of subsequent updates (see Article 33 (1) of the REACH Regulation (EC) No. 1907/2006). The ECHA Candidate List and all current updates are published on the ECHA website at: <http://echa.europa.eu> The duty to communicate information applies as soon as the substance exceeds the concentration threshold value of 0.1% by weight per product. If the contractual products supplied to us or the packaging for these products contain substances in a concentration of



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over 0.1% by weight, we request that you communicate the information related to part of the product and the product as a whole:

- Name of the substances, including CAS and EINECS numbers
- Indication of a typical concentration in % by weight or the concentration range of part of the product or the product as a whole
- Information on safe usage

We would appreciate it if you could inform us if the contractual product or its packaging does not contain any substances that are listed in the Candidate List in a concentration above 0.1% by weight.

2. The Authorisation List (Annex XIV) — for suppliers within the EU

As soon as substances are included in Annex XIV (or are included during the consultation procedure), the supplier must immediately confirm that an application for authorisation has been submitted for the substances contained in the contractual product and must inform us of the uses for which the application for authorisation is being made.

We request that we are also immediately notified if no application for authorisation is being submitted.

3. Restrictions (Annex XVII)

The substance restrictions must be observed. If new restrictions are issued, we must be informed of substances that are contained in the contractual products and therefore require the marketability of these products to be restricted.

We request to be notified if the marketability changes. (This is particularly pertinent if it has already been suggested that substances and their uses be included in Annex XVII and such substances are relevant to the contractual products.) To increase our planning security we therefore request to be notified at an early stage.

4. Registration status (Articles 5, 7) and CLP (Article 40)

In particular, the supplier must ensure that the substances contained in the contractual products supplied by it have been preregistered or have been registered upon the expiry of the transition period. If an exclusive representative registers the substances, we require information on this exclusive representative each time a substance is registered as well as confirmation that this exclusive representative preregistered the contractual products supplied to us and registered them in due time. In addition, we require confirmation that the required notification for the substances has been added to the Classification and Labelling Inventory in line with Article 40 of the CLP Regulation. If the registration status changes, information regarding marketability must be forwarded automatically and without delay.

POLIFILM PROTECTION APRIL 2013