

GENERAL CONDITIONS OF SALE AND DELIVERY FOR THE CHEMIPLASTICA GROUP

1. GENERAL

1.1 These general terms and conditions of sale and delivery (the "GTC") shall exclusively apply to all supplies of goods or services provided by a company in the Chemiplastica Group (the "Seller"), unless otherwise expressly stated in writing by the Seller in an offer or a confirmation of an order issued by Seller or otherwise in a signed and valid written contract with its customers (the "Buyer"). These GTC will thus take precedence over and exclude the application of any conflicting or deviating general or specific terms or conditions of the Buyer.

1.2 The contracting party from the Seller shall be the company within the Chemiplastica Group which has confirmed the Buyer's order, entered into agreement with the Buyer or delivered the products or service in question, as the case may be. If, for whatever reason, more than one company within the Chemiplastica Group has been involved in the process, the company which has delivered the products or service in question shall be deemed to be the contracting party with which the Buyer has entered into contract.

1.3 No waiver or modification of any provision hereof shall be binding upon Seller, unless agreed in writing by a duly authorized representative of Seller.

2. OFFER AND ACCEPTANCE

2.1 The parties are legally bound by an agreement as soon as the Seller has sent the Buyer a written confirmation of an order from the Buyer.

2.2 By submitting an order upon receipt of a quotation from the Seller containing reference to these GTC, the Buyer agrees that the GTC in their entirety shall apply, unless the parties explicitly agree otherwise in writing.

2.3 Any condition stated in an order, or in any other document drawn up by the Buyer, that is contrary to these GTC, shall not be binding or valid, unless there is a written agreement to that effect. Should the Seller fail to object to such a condition, this omission shall not be construed as an acceptance, partial or entire, or an alteration of these GTC.

3. TECHNICAL INFORMATION, INTELLECTUAL PROPERTY RIGHTS

3.1 Specifications, formulations, measures, weights, prices and other information being part of Seller's catalogues, brochures, advertisements, circulars, data sheets and price lists are an invitation to treat only and shall not constitute an offer by Seller. Only such specifications, formulations, measures, weights, prices and other information that are expressly specified in the final contract between Seller and Buyer may be relied upon by Buyer.

3.2 Save for what is expressly set forth in this clause 3.2 if goods delivered by Seller to Buyer constitute an infringement of a third party's patent right, industrial design or any other intellectual property right, Seller undertakes to take repossession of the goods and repay the original purchase price, but shall not be obliged to pay to Buyer any damages or any other sum whatsoever resulting from such infringement. Notwithstanding the foregoing, if the goods were sold for a particular purpose recommended by Seller, as expressly set forth and identified in the contractual documents, Seller shall in addition to what is set forth above in this clause 3.2 reimburse Buyer for reasonable direct costs incurred by Buyer due to such infringement.

3.3 If any action is brought against Seller for infringement of any patent right, industrial design or similar intellectual property right arising out of Seller's production of goods based on express or implied instructions or specifications by Buyer, it is the obligation of Buyer to indemnify and hold Seller harmless against all damage, claims, liabilities and demands resulting from such action, including reasonable legal costs.

4. DELIVERY

4.1 Unless otherwise agreed in writing by Seller, delivery is made Ex Works (determined in accordance with the INCOTERMS in force at the date of contract between the parties).

4.2 If delivery cannot take place within the agreed time of delivery, Seller shall have the right to extend the agreed time of delivery with the time required. Seller shall notify Buyer of this without delay and, if possible, state the date when delivery is expected to be able to take place.

4.3 Should the extension of the time of delivery exceed six (6) weeks, Buyer is entitled to cancel the contract, provided that the cancellation is made in writing within five (5) days from the time Buyer has been notified of the new time of delivery, save for when the delayed delivery is due to a circumstance referred to in clause 10 (force majeure) or on grounds of any action or omission on the part of the Buyer. Should Buyer not cancel the contract within such time, the time of delivery stated by Seller shall be considered as the new time of delivery.

4.4 Cancellation of contract pursuant to clause 4.3 shall be Buyer's sole remedy in case of delay in delivery and Buyer shall not be entitled to damages, penalty, remuneration or other compensation. Under no circumstances shall Buyer be entitled to compensation for any indirect or consequential damages, costs or losses due to any delay in delivery.

4.5 Should Buyer find that it will not be able to take delivery of the goods on the agreed date of delivery or should delay on Buyer's part appear probable, Buyer shall immediately notify Seller thereof and state the date when Buyer can take delivery of the goods. Seller shall arrange for storage of the goods at the Buyer's risk and expense.

4.6 Unless the failure of Buyer as set out in clause 4.5 is due to a circumstance referred to in clause 10 (force majeure), Seller has the right to request the Buyer to take delivery of the goods within a reasonable time. If Buyer, irrespective of the cause, fails to do this within such a period, Seller has the right to give Buyer written notice cancelling the contract with regard to such part of the goods as has not been accepted, and to receive from Buyer full indemnity for all loss which has been caused to Seller.

4.7 In case of deliveries by installments, each delivery shall be considered as an independent sale. The Buyer is not entitled to cancel an agreement in respect of other deliveries, as a result of delay, defect or shortcoming in an independent delivery.

5. QUANTITY OF SHIPMENT

Seller reserves the right to deliver quantities of goods deviating from the agreed quantity, upwards or downwards, by ten (10) per cent. In such event Buyer shall pay for the actual quantity delivered.

6. PACKAGING

6.1 Returnable, hired or loaned packaging shall at all times, unless otherwise is expressly agreed in writing, remain the property of Seller. The packaging is specifically and solely intended for the purpose of packaging the goods sold.

6.2 Said packaging shall be returned to Seller in good condition within sixty (60) days of delivery. In the event of failure to return said packaging within such time, Seller is entitled, without any prior formal notice to this effect, to invoice Buyer a fee corresponding to 0,5% of the full replacement cost of the packaging per day of delay. If the delay in returning the packaging exceeds thirty (30) days, Seller is entitled to invoice Buyer the full replacement cost of the packaging. In case of destruction or deterioration of the returnable packaging, Buyer shall pay the full cost of restoring or replacing the packaging.

6.3 When packaging is supplied by Buyer, the Buyer shall ensure the conformity of said packaging with any and all regulations currently in force for the transport of the specific goods.

7. PAYMENT, RETENTION OF TITLE

7.1 Payment for goods and services delivered shall be made against invoice, within thirty (30) days from the date of the invoice.

7.2 All prices are exclusive of value added tax, duties and other types of official or governmental charges. Such taxes, duties and charges will be added to the price and are payable by the Buyer.

7.3 Should a change in currency exchange rates, raw material prices, taxes, duties or other public charges or the like occur after the date of the offer, price list or signed contract, Seller has the right to adjust the price accordingly.

7.4 If Buyer does not make payment on or before the date on which it is due, Seller shall be entitled to (i) suspend further deliveries of goods to Buyer, to (ii) require Buyer to return the relevant goods not paid for and if Buyer fails to do so promptly, enter any premises of Buyer or of any third party where the relevant goods are stored, in order to recover them. Penalty interest on arrears shall accrue automatically on the overdue amount from the due date at an interest rate of two (2) per cent per month and be payable by Buyer.

7.5 If Buyer has not paid within sixty (60) days from the due date, Seller has the right to cancel the contract. In that case, Seller has, in addition to penalty interest, a right to full indemnity from Buyer for all loss which is suffered.

7.6 Should, before completion of the delivery, Seller find reason to believe that Buyer will not duly fulfill its obligation to make payment, is suffering from reduced or potentially reduced solvency or some material change in its financial or legal status, Seller shall have the right to demand adequate security or, without any liabilities towards Buyer, to cancel the contract, unless Buyer provides a payment guarantee approved by Seller.

7.7 Delivered goods remain the property of Seller until they have been paid for in full, to the extent that such a reservation of right of ownership is valid under the applicable law. However, Buyer shall carry all risk for such goods after delivery by Seller.

8. LIABILITY FOR DEFECTS IN THE GOODS

8.1 The Seller undertakes to deliver products which conform with the specifications set forth in the Seller's written order confirmation or in the contract (as the case may be).

8.2 Seller is only liable for defects which are attributable to Seller's production. Seller's liability shall not apply (i) to defects which are due to material supplied by Buyer, to designs prescribed or specified by Buyer or specifications provided by Buyer, which shall be Buyer's sole responsibility, (ii) to defects resulting from failure by Buyer (or its employees and customers) to comply with laws, regulation and

applicable standards governing the use, handling or storing of the products or with other information about the products provided by Seller, (iii) to defects resulting from any damage to the goods or breakage of packaging during transportation for which Seller is not responsible, (iv) to goods which have been misused, incorrectly installed, improperly or inadequately maintained, operated in excess of specifications, modified or repaired by someone else than Seller or incorrectly assembled by Buyer, or (v) to defects resulting from normal wear and deterioration. No other warranty of any kind, express or implied, whether of merchantability, fitness or against infringement or otherwise, is made as to the material sold or any instructions or technical advice provided.

8.3 The Buyer shall examine and perform approval test of products without delay upon delivery, and within seven (7) days after delivery report to the Seller any damages, non-conformities or deviations in quantity. Any claim towards the Seller shall be deemed waived by the Buyer, unless submitted to the Seller at the latest thirty (30) days from the date of discovery. The Seller is under all circumstances only liable for defects or non-conformities, which appear within six (6) months from the date of delivery. Failure to notify Seller of defects or non-conformities within said time periods shall mean that Buyer shall be deemed to have accepted the goods and that Seller has no liability of any form for such goods.

8.4 Should goods delivered turn out to be defective, for which defect Seller is responsible, and if the Buyer has notified the Seller within the time periods set forth in clause 8.3, the sole liability of Seller and the sole remedy of Buyer, is limited to, at Seller's, discretion and expense (i) replacement delivery of the defective or non-conforming goods, (ii) repair of the defective or non-conforming goods, or (iii) refund of such proportion of the purchase price received as may be reasonable having regard to the defect or non-conformity in question.

8.5 All transportation in conjunction with replacement repair or return of the goods pursuant to clause 8.4, shall take place at Seller's risk and expense. Buyer shall follow Seller's instructions concerning the transportation. Buyer shall bear the additional costs of remedying defects or non-conformities with the specification confirmed by Seller in writing, which Seller's incurs as a result of the fact that the goods are elsewhere than at the place of delivery stated in the contract between the parties.

8.6 Seller shall have no liability for defects or non-conformities with the specification confirmed by Seller in writing, beyond what is explicitly set forth in this clause 8.

9. LIMITATION OF LIABILITY AND INDEMNITY

9.1 Other than expressly stated in clause 8.1, no representation or warranty on the part of Seller (express or implied) including, without limitation, any implied warranty of merchantability or fitness for a particular purpose and/or any other warranty as to the quantity, quality, kind, character or condition of any goods or the adequacy of any warnings concerning the possession, handling, storage, transport, action, use or other disposition of material, whether used singly or in combination with other substances, shall apply to any goods delivered by Seller to Buyer, all such warranties and representations being hereby disclaimed to the maximum extent permissible by applicable law.

9.2 To the maximum extent permitted by applicable law Seller shall in no event be liable for special, multiple, indirect, incidental or consequential damages and losses, whether in contract, warranty, tort (including, but not limited to negligence, failure to warn or failure to test), strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of use of the goods, delay or claims of customers of Buyer or other users of the goods, and in no event shall the aggregate liabilities of Seller under any contract exceed the purchase price actually paid by Buyer to Seller with respect to the goods in question, even if Seller is advised in advance of the possibility of any such losses or damages. Notwithstanding the foregoing, Seller does not exclude or restrict liability in respect of death or personal injury caused by Seller's gross negligence, fraud or any other liability which can not be excluded or restricted by applicable law.

9.3 Buyer agrees to indemnify, hold harmless and defend Seller, its directors, officers and agents from any and all liabilities, losses, damages, costs, claims or lawsuits (including reasonable legal costs), settlements, judgement amounts and expenses, arising out of Buyer's use of the goods, whether such liabilities, claims or lawsuits results from the negligent acts or omissions of Buyer, or otherwise from the use of goods by Buyer or by a third party either singly or in combination with other goods or substances.

10. FORCE MAJEURE

10.1 Should any of Seller's obligations be prevented, obstructed or delayed due to force majeure, Seller shall be relieved of all liability for the fulfillment of such obligation until the obstacle has been removed and, if it continues for more than three (3) consecutive months, both parties shall be entitled to terminate the contract.

10.2 The term force majeure includes acts of God, labour disputes, strike, military mobilization, war, failure of the financial system, export and import restrictions and other

governmental interferences, fire, accidents, floods and other natural events, water shortage, machine damage and other unforeseen disturbances in the production, general shortage of means of transportation or traffic disturbances at railroads, harbours or other traffic institutions, or default or delayed delivery from sub-suppliers or any other circumstances of whatever nature beyond Seller's control and preventing Seller's ability to fulfill its obligations.

11. CONFIDENTIALITY

Any technical, commercial or other information related to the products or services delivered hereunder, supplied or disclosed by Seller to Buyer or otherwise obtained by Buyer whether prior to or after the conclusion of the contract with Buyer, shall be treated as strictly confidential by Buyer. The confidentiality obligation shall not apply to any information, which Buyer can show was in its possession or in the public domain at its disclosure or subsequently has come into the public domain without any default on the part of Buyer.

12. MISCELLANEOUS

12.1 If any provision of these GTC or the contract between the parties (or part of a provision) are found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

12.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid or enforceable.

12.3 Buyer may not assign, transfer or sub-contract any of its rights, benefits or obligations under these GTC or any contract between the parties, without the prior written consent of Seller. Seller shall be entitled to assign and transfer its rights, benefits or obligations under these GTC or any contract between the parties to another company in the Chemiplastica Group.

13. GOVERNING LAW AND DISPUTES

13.1 These GTC and any other contract between Seller and Buyer referring to these GTC, shall be governed by the substantive laws of the country where Seller's principal place of business is located, but with the exclusion of its conflict of laws principles and the UN Convention on International Sale of Goods.

13.2 All disputes arising out of or in connection with the sale and delivery of goods under these GTC shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. The seat of arbitration shall be

the capital in the country where Seller's principal place of business is located. The language to be used in the arbitral proceedings shall be English. The parties agree that any arbitration award shall be enforceable and that either party may ask a competent court to confirm an arbitration award or otherwise provide that it shall be enforceable.

13.3 Notwithstanding the foregoing provision, Seller shall be entitled to bring action against Buyer before any competent court or other authority to collect payment of any invoice overdue.

13.4 The parties undertake and agree that all arbitral proceedings conducted with reference to this arbitration clause will be kept strictly confidential. This confidentiality undertaking shall cover, *inter alia*, all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not, in any form, be disclosed to a third party without the written consent of the other party. Notwithstanding the above, a party shall not be prevented from disclosing such information in order to safeguard in the best possible way his rights vis-à-vis the other party in connection with the dispute, or if obligated to do so pursuant to statute, regulation, a decision by an authority, a stock exchange agreement or similar.