

# General Terms and Conditions of Purchase of Mitsubishi Polyester Film GmbH

## General Provisions; Scope of Application

All present and future legal relations between Mitsubishi Polyester Film GmbH (hereinafter, the "Customer") and the Supplier shall comply with these Terms and Conditions unless the wording of the order or other enclosed special terms and conditions contain provisions to the contrary. The Customer hereby expressly objects to any other general terms and conditions of business of the Supplier. Neither the unconditional acceptance of deliveries or performances nor the unconditional payment of the Supplier's invoices shall be considered as acknowledgement of the General Terms and Conditions of Business of the Supplier. The INCOTERMS of the International Chamber of Commerce in Paris as effective on the date of delivery or performance shall apply additionally in cross-border business transactions. All agreements concluded between the Supplier and the Customer for the performance of this Agreement must be made in writing; this shall also apply to any waiver of this requirement for the written form.

## Offer; Order

The Supplier must precisely adhere to the enquiry of the Customer in the offer and expressly point out any deviations. The offer must be made free of charge and shall not establish any obligation by the Customer. The complete order number, date of order and customer reference are to be indicated in all correspondence. The Supplier shall be responsible for any consequences arising due to the non-observance of this obligation unless the Supplier can prove that it is not responsible. In the event the Supplier does not accept an order within two weeks after having received it, the Customer shall be entitled to revoke the order.

## Prices; Terms and Conditions of Payment

Unless agreed otherwise, the prices agreed shall constitute fixed prices. Such prices shall include the expenses for packaging, freight and transport to the receiving point specified by the Customer as well as the costs of transport insurance. The agreed prices shall not include the statutorily applicable value added tax. Payments are rendered after the flawless delivery or acceptance, the receipt of the documents requested in the order as well as a proper and auditable invoice. Unless otherwise specified in the order, the payment shall be made within 30 days net. If payments are rendered within 14 days after the receipt of the invoice the Customer is granted a 2% discount.

## Delivery Period; Delivery

The delivery dates specified in the order shall be binding. The Customer is to be informed without delay in writing of all circumstances which render the observance of the delivery dates stipulated in the order form impossible and the likely duration of the delay. The Supplier shall be obligated to provide information regarding the state of the production upon the request of the Customer or its agent.

The Customer or its agent shall be entitled to convince itself of the state of production in the factory of the Supplier or its contractors during normal business hours. The delivery note and packing slip are to be enclosed in the delivery. The order number and information regarding the unloading point prescribed by the Customer are to be indicated in full in all dispatch notices, delivery notes, packing slips, consignment notes, invoices and on the outside of all packages. All shipments that cannot be accepted due to the non-observance of these provisions shall be stored at the expense and risk of the Supplier. In the case of a delayed delivery the contractor is liable according to the German civil law.

## Claims Based on Defects

The Customer is entitled to the legal claims based on defects on an unlimited scale. Claims based on defects shall lapse within 24 months of the delivery to the Customer at the place of performance or the acceptance by the Customer.

## Product Liability

In the event that the Supplier is responsible for defective products it shall be obligated to release the Customer from third-party claims for damages upon its first request inasmuch as the cause lies within the scope of control and organization of the Supplier and it is liable for damages to third parties.

## Rights to Documents; Secrecy

The Customer hereby reserves the title and copyright to designs, internal standards or guidelines of the Customer, analysis methods, formulas, models, calculations and other documents sent to the Supplier occasionally or within the framework of the performance of the agreement or the development of the contractual relation or of which the Supplier becomes aware otherwise. The Supplier shall treat the documents specified in Paragraph 1 as well as all other technical and business information entrusted in it during the term of the Agreement and thereafter as strictly confidential, only use such documents and information for the purpose of the respective agreement and also impose corresponding obligations on its employees, suppliers, subcontractors and any other third parties to whom such documents and information was made accessible. The Supplier shall return all designs, standards, guidelines, analysis methods, formulas, figures, patterns, calculations and other documents sent to the Supplier and any copies thereof to the Supplier without delay after the order has been processed. The above obligations shall not apply to that information of which the Supplier was already aware or which are state of the art generally accessible by the public or which becomes such without the fault of the Supplier, which was legitimately obtained by the Supplier from other legitimated third parties or was produced by the Supplier within the framework of its own, independent development. The Supplier must provide the Customer all documents necessary for the discussion of the delivered goods. Such discussions or other participation of the Customer shall be in the Supplier's scope of responsibility and shall not release the Supplier from any warranty or other obligations. The Customer is to be provided with documents of any type necessary for the use, setup, installation, processing, storage, operation, servicing, inspection, maintenance and repair of the item delivered in good time without being requested to do so and free of charge.

## Rights to Manufacturing Equipment

Moulds, models, tools, film, etc. produced by the Supplier for the performance of the order shall be transferred to the ownership of the Customer upon payment, even if such items remain in the possession of the Supplier. The Parties hereby agree that from now on the Supplier shall possess the moulds, models, tools, film, etc., on behalf of the Customer in the context of a loan free of charge for the Supplier. The Customer may request the surrender of such items at any time. Retention rights of the Supplier are excluded unless such claims are asserted due to finally adjudged counterclaims or recognized by the Customer. The Supplier shall be obligated to use the moulds, models, tools, film, etc. exclusively for the manufacturing of the goods ordered by the Customer. The Supplier shall be obligated to insure the tools belonging to the Customer against damage due to fire, water and theft at its own cost at the replacement value. At the same time, the Supplier hereby assigns all compensation claims from these insurance policies to the Customer in advance and the Customer hereby accepts such assignment. The Supplier shall be obligated to perform any necessary servicing and inspection work as well as any maintenance and repair to the said moulds, models, tools, film, etc. at its own expense in good time and to document this for each item in a separate manual.

## Installation, Servicing, Inspection, Repairs

In the event installation, servicing, inspection, repair, etc. is performed at the Customer's, the Customer's safety and administration regulations for external companies shall apply. In the event the Customer does not hand out such regulations prior to the commencement of the work, the Supplier must request these from the Customer's work safety department. The Customer shall bear no risk for the property used by the Supplier or its employees.

## Third-Party Rights

The Supplier hereby guarantees that no patents, copyrights, trademark rights or any other third-party proprietary rights or competition claims are infringed upon in connection with its deliveries or performances. In the event recourse is nevertheless taken against the Customer by a third party for damage compensation due to an infringement of a property right, the Supplier shall be obligated to release the Customer and its sublicense or customer from such claims upon first written demand and to reimburse the Customer for any adequate expenses or damage incurred in the fulfillment of the claims which can only be fulfilled by the Customer in person. The Supplier will amend the items of its delivery or performance in a way that future infringements of third-party rights or competition claims are excluded or will provide the Customer with a respective license without any additional costs to be incurred for the Customer. The Customer shall not be entitled to conclude any agreements with the third party to resolve its claims due to the infringement of property rights without the approval of the Supplier; in particular, the Customer may not reach a settlement. The Supplier's duty to release the Customer shall refer to all expenses necessarily incurred by the Customer or a sublicense from or in connection with a third party's assertion against the Customer.

## Code of Conduct

The contractor has the duty within the scope of its entrepreneurial responsibility to ensure that the applicable laws and regulations are fulfilled in the manufacture of products and the provision of services. In particular, the contractor will not participate in any form of bribery, whether active or passive, direct or indirect. He shall not tolerate child labor or the violation of the fundamental rights of employees. The contractor shall take responsibility for the occupational safety and health of employees. Environmental resources are to be managed carefully and responsibly. He shall endeavor to use energy saving, efficient production processes and environmentally sound materials. He shall demand and support as best possible that his suppliers fulfill this Code of Conduct as well.

## Minimum-Wage Law (Mindestlohngesetz) and the Employee-Deployment Law (Mindestlohnsgesetz)

The supplier is obliged to follow the Minimum-Wage Law (Mindestlohngesetz) and the Employee-Deployment Law (Arbeitnehmer-Entsendegesetz) in their actual versions. Supplier pays his employees a salary which fits to these laws and makes sure that his suppliers do the same with their employees and follow the above mentioned laws.

## Place of Performance and Jurisdiction

The place of performance shall be the receiving center specified by the Customer unless specified otherwise in the order. Exclusively the law of the Federal Republic of Germany shall apply. The place of jurisdiction shall be Wiesbaden.