

General Purchase Conditions of the Coroplast Group

1. Conclusion of contract

1.1 The following General Terms and Conditions of Purchase shall apply exclusively to all purchases made of the Coroplast Group (Coroplast Fritz Müller GmbH & Co. KG with registered office in Wuppertal (Germany), Coroplast Spolka zo.o. with registered office in Dylaki (Poland) and Coroplast Polska Spółka zo.o. sp.k. with registered office in Strzelce Opolskie (Poland)) hereinafter referred to as Coroplast. Other terms and conditions shall not become part of the contract, even if Coroplast does not expressly object to them. Should Coroplast accept the delivery/service or work performance without expressed objection, in no way, shape or form shall this be understood as Coroplast accepting the Supplier's terms and conditions of delivery. When submitting offers, the Supplier shall declare its consent to the General Terms and Conditions of Purchase of Coroplast. If no such expressed declaration is made, the execution of the order shall, in every case, be understood as acceptance of the General Terms and Conditions of Purchase of Coroplast. These General Terms and Conditions of Purchase shall also apply to all future contractual relationships with the Supplier.

1.2 Should the Supplier make an offer in response to a request of Coroplast, the Supplier must precisely adhere to the request of Coroplast and, in the case of any possible deviations, explicitly indicate these deviations.

1.3 Should the Supplier not accept the order in writing within 10 working days after receipt, Coroplast shall be entitled to revoke the order.

1.4 Only orders issued in writing shall be legally binding. Any orders placed verbally or per telephone shall require a subsequent written confirmation in order to be legally valid. The same shall apply to verbal ancillary agreements and amendments to the contract. Any services or works performed or deliveries made without an order in writing shall not be recognised. Orders, call-offs or their alterations and amendments may – upon prior written agreement – also be made per electronic data transfer or per machine-readable data carriers. In the case of informal business transactions, the order shall be deemed to be a commercial letter of confirmation.

1.5 Remuneration for visits or the drafting of offers, projects, etc. shall not be paid as long as such remuneration is not expressly agreed or a statutory claim to it exists.

1.6 Should Coroplast be able to prove that Coroplast has sent a declaration per fax or an electronic data transfer by providing a transmission report, it shall be assumed that the Supplier has received such declaration.

1.7 The Supplier shall treat the conclusion of the contract confidentially and must not refer to business relationships to Coroplast in advertising materials unless it has obtained the prior written consent of Coroplast.

2. Prices, shipping, packaging

2.1 The agreed prices shall be fixed prices and preclude additional claims of any sort. The costs for packaging and transport to the shipping address or point of use indicated by Coroplast as well as for customs formalities and customs duties shall be included in these prices. Unless otherwise agreed upon in writing, the price for rail shipments shall be "free station of destination", for all other shipments, it shall be "free place of destination", including packaging. If a price is negotiated as being "ex works", "ex warehouse" or something corresponding hereto, the regular forwarding agent designated by Coroplast shall be commissioned. The Supplier shall bear all costs accruing until transfer of goods to the freight carrier, including loading and cartage. If no prices are indicated in the order, then the current list prices of the Supplier shall apply with the customary deductions. The type of price setting shall not in any way affect the agreement on the place of performance.

2.2 Delivery notes, bills of lading, invoices and all forms of correspondence must include the order number of Coroplast. Offers are to include the request number.

2.3 Coroplast shall accept only the ordered amounts or quantities. Over or under deliveries shall only be permitted in accordance with agreements made with Coroplast in advance.

2.4 The shipping shall take place at the risk of the Supplier. The risk of any and every possible deterioration, including the risk of loss, thus remains that of the Supplier until delivery to the shipping address or point of use requested by Coroplast.

2.5 The Supplier's obligation to take back packaging shall conform to the statutory provisions. The goods are to be packaged such that transport damages are avoided. Packaging materials shall only be used to the extent necessary to achieve this purpose. Only environmentally-friendly packaging materials may be made use of. Should, as an exception, packages be invoiced separately to Coroplast, then Coroplast is entitled to send back packages – free of charge to the Supplier – that are in good condition in return for a remuneration equalling 2/3 of the value specified in the invoice.

3. Invoicing and payment

3.1 Invoices shall be separately submitted in the proper form after delivery with all the associated data and documentation necessary for explanatory purposes. Coroplast shall have the right to refuse payment until a proper invoice has been submitted. Basis for payment shall be the actual quantities, weights or other units underlying the shipment as well as the agreed prices.

3.2 Payment shall be made by means of normal commercial practice. Unless otherwise agreed in writing, Coroplast shall pay after receipt of the invoice and receipt of goods within 14 days with a discount of 2% or within 30 days net. The payment shall be understood as having been made on time if a transfer order has been issued on the last day of the payment period.

3.3 Insofar as certificates on material tests have been agreed, they shall constitute an integral part of the delivery and are to be forwarded to Coroplast together with the delivery. They must, however, be available to Coroplast at the latest 5 days after receipt of the invoice. The term of payment shall not commence before the agreed certificate has been received.

3.4 The payment of an invoice shall not be deemed to be a waiver in respect of a notification of defects in the invoiced goods. In the case of defective delivery, Coroplast shall be entitled to withhold payment prorated by value pending proper performance.

3.5 In the case of prepayment, the Supplier shall provide appropriate security in the form of a bank surety by a recognised major German bank.

3.6 In the event that Coroplast is in delay with a payment, the Supplier may only withdraw from the contract after having set a deadline with a declaration that the Supplier will no longer accept payment if Coroplast does not pay within that time period.

4. Dates of delivery, delay in delivery, force majeure

4.1 The date of delivery agreed upon shall be binding; the Supplier shall be in default if a fixed date of delivery is missed, without this requiring any reminder. In the case of obligations to be performed at the creditor's place of business, compliance with the date of delivery or the delivery period shall be determined by the receipt of the goods at the place of receipt and/or use specified by Coroplast. In as much as acceptance is required, the Supplier shall be in default without reminder if the Supplier has not provided the service or work performance on the agreed date in a manner such that acceptance cannot be refused (Section 640 para. 1, sentence 2 of the German Civil Code (*BGB*)).

4.2 If it becomes known to the Supplier that an agreed delivery date cannot be met for any reason whatsoever, the Supplier must immediately notify Coroplast and state the underlying reasons as well as the expected duration of the delay in writing.

4.3 Should the Supplier be in default by exceeding the delivery date, Coroplast shall be entitled to demand a contractual penalty of 0.1% of the order value per working day, however, 5% of the order value as a maximum. The reservation as to the assertion of a penalty can be made until payment of the invoice is received. The contractual penalty shall be credited against any claim to damage caused by default. The contractual penalty is merely the minimum amount of the compensation claim.

4.4 The Supplier may only invoke the absence of necessary documents to be provided by Coroplast where the Supplier has demanded such documents by way of a written reminder and has not received them within a reasonable period of time.

4.5 Force majeure shall exempt the contractual partners from their obligations for the duration of the interference and within the scope of its impact. The contractual partners shall be committed to give each other, without delay, the necessary information which may reasonably be expected, and to adjust their obligations to the changed circumstances in accordance with the principle of good faith. Coroplast shall be exempt from the obligation to accept the delivery/services or works ordered as a whole or in part and shall be entitled to rescind the contract in that respect if the delivery/service or work performance can no longer be utilised by Coroplast due to the delay caused by any such force majeure - taking into account economic aspects.

4.6 In the event of delivery taking place earlier than agreed, Coroplast reserves the right to return the goods at the expense of the Supplier. If no return shipment is conducted in cases of premature delivery, the goods shall be stored at the expense and risk of the Supplier until the agreed delivery date. In case of a premature delivery, Coroplast reserves the right to make payment only on the due date agreed upon.

4.7 Coroplast shall not accept any partial deliveries unless expressly agreed upon. If partial deliveries are agreed, the remaining amount must be itemised.

5. Liability

The Supplier shall be held liable for any contractual violations pursuant to the statutory provisions unless otherwise regulated in these General Terms and Conditions.

6. Warranty of quality

6.1 The agreed specification forms an integral component of the order and may only be modified with the mutual consent of both parties. Any drawing or description of the scope of delivery to be considered as binding shall also be deemed a specification. A deviation from the specification shall always be deemed a fundamental breach of duty, unless Coroplast is able to place the item with very little effort in a state in line with the specification.

6.2 The Supplier undertakes to use environmentally friendly products and processes in its deliveries/service or work performances and also for sub-contracted deliveries or additional services from third parties within the scope of the economic and technical capabilities. The Supplier shall be liable for the environmental compatibility of the products supplied and the packaging materials used as well as for all consequential damages deriving from non-compliance with the statutory waste disposal obligation on behalf of the Supplier. Upon request of Coroplast, the Supplier shall issue a certificate of inspection for the goods supplied.

6.3 The Supplier must provide Coroplast with the registration number for all substances that require registration due to the European Regulation (EC) No. 1907/2006 (REACH Regulation), regardless of whether these are delivered as a substance or as part of a preparation. If the Supplier does not notify a registration number, this shall be understood as meaning that the consignment does not contain a substance subject to registration. A delivery that contains substances subject to registration without Coroplast being notified of a registration number is deemed to be a faulty delivery within the meaning of Section 434 of the German Civil Code (*BGB*).

6.4 Coroplast only inspect incoming goods with respect to externally apparent defects and externally apparent deviations in identity or volume. Coroplast shall give notice of such defects immediately, yet no later than within five (5) working days, after receipt of delivery at Coroplast. Coroplast reserve the right to perform an additional incoming goods inspection. Furthermore, we shall give notice of defects as soon as such defects have been detected in the ordinary course

of business. To this extent, the Supplier waives the objection of delayed notification of defects.

6.5 The condition of an item or a work agreed upon shall also be deemed to include properties that Coroplast may expect as a result of public declarations of the seller, the entrepreneur, the manufacturer (Section 4 paras. 1 and 2 of the German Product Liability Act) or any vicarious agents, particularly in advertising or labelling with respect of certain properties, unless they are in contradiction with properties agreed upon. This shall not apply in the event that the contractual partner was not aware of the declaration and did not need to be aware that the declaration had been corrected in an equivalent manner at the time of conclusion of the contract or that it could not influence the purchasing decision.

6.6 As a matter of principle, Coroplast shall have the right to choose the kind of subsequent performance, even for contracts for work, unless the contractual partner has the right to refuse subsequent performance or Coroplast chooses a right of subsequent performance which is unreasonable for the entrepreneur to accept.

6.7 If a product or work is defective and not remedied within an appropriate period of time that has been set by Coroplast, then Coroplast shall be entitled to correct the defect on its own accord and to claim reimbursement of the necessary costs, unless the Supplier is entitled to refuse subsequent performance. In this regard, the statutory provision on self-performance in case of contracts for work (Section 637 of the German Civil Code (BGB)) shall apply *mutatis mutandis* to the purchase contract. Notwithstanding the statutory provision, Coroplast may, in urgent cases and when the defect is due to the Supplier's fault, remedy the defect itself at the expense of the Supplier even without determining a period for subsequent performance, particularly so as to avert any acute risk of considerable damage, provided that it is impossible to inform the Supplier of the defect and the impending damages and to set the Supplier even a short time limit to rectify the defect on his own due to particular urgency.

6.8 Unless otherwise agreed upon, claims for defects are subject to a limitation period of 36 months as of the transfer of risk.

6.9 The Supplier is required to carry out quality assurance that is suitable in its type and scope and corresponds to the latest state of technology. The Supplier shall also submit evidence of such quality assurance to Coroplast at the latter's request. The Supplier shall, should Coroplast feel it to be necessary, conclude a corresponding quality assurance agreement with Coroplast.

6.10 The Supplier shall take out appropriate insurance against all product liability risks including the risk of recall and shall submit the corresponding insurance policy to Coroplast for inspection on request.

7. **Guarantee**

7.1 The Supplier guarantees and ensures that all deliveries/service or works correspond to the latest state of technology, meet the relevant legal provisions as well as the regulations and guidelines set by public authorities and those of professional and trade associations. If deviations from these regulations are necessary in individual cases, the Supplier must obtain written consent. The warranty obligation of the Supplier shall not be restricted by such consent of Coroplast. Should the Supplier have any concerns in respect of the type of performance requested by Coroplast, the Supplier shall notify Coroplast of this in writing without delay.

7.2 The Supplier guarantees and ensures that all deliveries shall be free of any and all third party proprietary rights and in particular that the delivery and usage of the items supplied do not infringe any patents, licenses or other proprietary rights of third parties within Germany. To the extent that the Supplier knows that its products are distributed by Coroplast in certain countries, this shall also apply to these countries.

8. **Spare parts supply**

8.1 The Supplier undertakes to supply Coroplast with all spare parts for the duration of the average service life of the delivered product.

8.2 The price for a spare part must not be higher than the price for a corresponding part on the free market.

8.3 If the spare part production was discontinued after the expiration of the period of time mentioned in Clause 8.1, the Supplier undertakes - at the request of Coroplast against an appropriate remuneration - to surrender construction documents/drawings to Coroplast and to use such documents for the manufacturing of spare parts exclusively for Coroplast's own use. Coroplast undertakes not to make these documents accessible to any third parties.

9. **Global Automotive Declarable Substance List (GADSL List)**

The Supplier undertakes to ensure that no substances that are prohibited by the "Global Automotive Declarable Substance List" (www.gadsl.com) shall be contained in the products to be delivered and/or to indicate the usage of substances whose indication is required by the aforementioned list. The "GADSL Guidance Document (FAQ)", the "Reference List" and the GADSL document that is applicable and available for viewing at the Global Automotive Declarable Substance List website at the time of the order are integral components of the order. The Supplier shall expressly undertake to observe and maintain the "Legal Requirements and Regulations" that are presented in the "Global Automotive Declarable Substance List".

10. **REACH Regulation**

The Supplier expressly undertakes to only deliver products to Coroplast that fulfil all of the requirements of the European Regulation (EC) 1907/2006 ("REACH") and (EC) 1272/2008 ("CLP Regulation"). This includes, in particular but not exclusively, the registration and information obligations under REACH as well as the obligation to classify, label and package according to the CLP Regulation. In connection hereto, the Supplier shall provide Coroplast, upon request, with safety data sheets for substances and mixtures so as to be able to determine suitability of the materials.

Fulfillment in particular of the registration obligation, but also of the obligation to

supply current and complete safety data sheets, which have to meet the respective applicable requirements of REACH, in combination with the CLP regulation, is considered by Coroplast to be the essential basis of any delivery. In the event that the Supplier does not deliver any safety data sheets or delivery is delayed or in an incorrect condition, the Supplier shall release Coroplast from any claims for recourse of third parties. The same shall apply to all later changes. Furthermore the Supplier undertakes to inform Coroplast, without being requested to do so, as soon as being aware of any materials delivered by the Supplier (substance, mixture or product) that contain any substance included on the candidate list or Annex XIV of the REACH Regulation.

11. **The Directive 2002/95/EC on the Restriction of Hazardous Substances in Electrical and Electronic Equipment (RoHS)**

The Supplier undertakes to manufacture and deliver the products in compliance with the Directive 2002/95/EG (RoHS) (Restriction of (the use of certain) hazardous substances).

12. **International Material Data System (IMDS)**

The Supplier shall enter the data on the contained substances/materials, with regard to the respective products, in the International Material Data System IMDS (<http://www.mdssystem.com>) as required by Coroplast. This provision of data is an essential component of the scope of delivery and must be observed and maintained by the Supplier.

13. **Heavy metal prohibition**

13.1 The Supplier undertakes to only deliver products to Coroplast that correspond to the EU Directive 2000/53/EC of 18 September 2000 taking into account the decision of the European Commission of 27 June 2002 (2002/525/EC).

13.2 Should the Supplier deliver products which include substances covered by the aforementioned EU Directive, the Supplier has to expressly inform Coroplast of such substances.

14. **Obligation to inform; Right to access information**

14.1 Should the Supplier offer a product that Coroplast has already purchased from the Supplier, the Supplier is required to inform Coroplast, without request and regardless of any further obligations of information, about any possible changes should the specification have changed in comparison to a product that had been formerly delivered under the same identification.

14.2 Under Section 4, para. 1 of the German Equipment and Product Safety Act ("Geräte- und Produktsicherheitsgesetz"), the Supplier is obligated to provide Coroplast with all information relevant for the assessment of dangers to the safety and health of the users of the product or third parties. This in particular refers to:

- The characteristics of the product, including its composition, packaging, assembly instruction, installation, maintenance and duration of use;
- Its effects on other products in situations where it is to be expected that it will be used together with these other products;
- Its exhibit, presentation in trade, labelling, security warnings, operating instructions, instructions for disposal as well as all other information regarding the product;
- The group of users that is exposed to a higher level of danger than others when using the product.

14.3 In the event of the delivery of a substance that has not been registered in spite of the obligation pursuant to Article 6 of the EC Regulation No. 1907/2006, the Supplier undertakes to explicitly indicate this to Coroplast. The same shall apply if the Supplier delivers a preparation containing one or more substances that have not been registered in spite of the obligation pursuant to Article 6 of the EC Regulation No. 1907/2006. If the Supplier delivers one or more substances mentioned in Annex XIV of the EC Regulation No. 1907/2006 or a preparation that contains such a substance or such substances, the Supplier shall explicitly inform Coroplast in writing about the reasons within the meaning of Article 56 of the EC Regulation No. 1907/2006 as to why this bringing into circulation of the substance is permitted.

14.4 Should the Supplier advise Coroplast not to use a certain substance, the Supplier must explicitly highlight this in writing.

14.5 Should Coroplast be obliged, pursuant to Article 37 EC Regulation No. 1907/2006, to compile a chemical safety report and thus requires information from the Supplier regarding the delivered substances, the Supplier shall be obliged to provide said information within 30 days after having received the corresponding request.

15. **Proprietary rights**

15.1 The Supplier shall indemnify Coroplast and customers of Coroplast against any and all claims from third parties for any infringement of proprietary rights and shall bear all costs incurred by Coroplast in connection thereto.

15.2 Should any proprietary rights be infringed, the Supplier shall initially be entitled to discuss with the right holder the existence, scope and field of application of the proprietary right as well as the amount of an adequate license fee.

15.3 Should the matter result in legal proceedings, Coroplast is entitled to intervene in the lawsuit on the side of the Supplier. Should the Supplier lose the lawsuit without Coroplast being responsible for this loss, the Supplier shall be required to indemnify Coroplast for the expenses and costs of the lawsuit.

15.4 Should the Supplier refrain from discussing the conflict or if its endeavours to induce a discussion remain fruitless, Coroplast shall be entitled to obtain at the expense of the Supplier the right holder's permission to use the relevant delivered goods and services or works. This claim is limited to the amount equaling the reimbursement of the purchase price and the damages incurred as a result of the deficiency in title.

16. **Confidentiality**

16.1 The contractual partners undertake to treat as business secrets all commercial or technical details which are not commonly evident and which are made known to them by the contractual partner. Subcontractors shall be subjected to confidentiality in a corresponding manner.

16.2 The provision stated above shall not apply to commercial and technical details that are or have become commonly available, or have been or will be provided to the recipient by a third party authorised to do so without an obligation to confidentiality, or which have verifiably been known to the contractual partner already before the date of receipt.

17. **Extraordinary right of rescission**

In the event that insolvency proceedings should be introduced against the Supplier's assets, Coroplast shall be entitled to withdraw from the contract within a period of twelve (12) months after the opening of insolvency proceedings.

18. **Final provisions**

18.1. Should any individual parts of these General Terms and Conditions of Purchase be invalid, the validity of the remaining provisions shall not be affected hereby.

18.2 The Supplier shall not be entitled to transfer the order or essential parts thereof to third parties without the prior written consent of Coroplast.

18.3. Any assignment of the Supplier's claims against Coroplast to third parties shall require the prior written consent of Coroplast which may not be unreasonably withheld.

18.4. Coroplast shall treat all personal data of the Supplier in accordance with the German Federal Data Protection Act.

18.5 Unless otherwise expressly agreed, the place of performance for the delivery obligation shall be the shipping address or point of use requested by Coroplast; for all other obligations of both parties the place of performance shall be Wuppertal.

18.6 For all disputes arising from the contractual relationship, legal proceedings shall, where the Supplier is a merchant within the meaning of the German Commercial Code, a legal entity under public law or special assets under public law, be instituted at the court which is competent at the location of the registered office of Coroplast. Coroplast shall also have the right to sue the Supplier at any other permissible place of jurisdiction.

18.7. The relationship between the Supplier and Coroplast shall exclusively be governed by German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

18.8. Contract language is German. Insofar as the contractual parties also use another language, the German wording shall prevail.

Status: January 2015