

General Conditions of Sale and Supply Greiner Packaging Ltd., CH-9444 Diepoldsau, Switzerland

1. General

The following conditions shall be applicable for all supplies. Any divergencies therefrom shall be given in writing. Any special conditions of the purchaser in opposition to our general conditions of sale and supply shall only then become applicable when our agreement to such shall have been expressly given in writing.

2. Offerings

- 2.1. All offerings shall be deemed subject to being unsold. A contract of sale shall only come into existence by means of a written order confirmation or by delivery of the goods.
- 2.2. Descriptions of the goods to be supplied, as in brochures, price lists and similar media shall not be deemed as binding upon ourselves without our express written confirmation thereof. The same shall be applicable in respect of technical drawings, weights and measures and performance specifications. Samplings provide only an average outcome of production. Any product, material or supply divergencies on the part of ourselves usually considered normal in trade practice shall be deemed as justifiable and therefore as agreed hereunder.

3. Prices

- 3.1. In so far as nothing shall have been agreed in the quotation or order confirmation, our prices shall be deemed to be ex works. Postages express fees and special delivery charges shall be for the account of the purchaser.
- 3.2. Packaging shall be deemed included in our prices in so far as nothing to the contrary shall have been given in the quotation or order confirmation. Supply packaging cartons shall be returned franco domicile within 30 days otherwise such will be invoiced to purchasers at our own cost price.
- 3.3. Price proviso: should prices to ourselves become altered as a result of cost factors, then sales price adjustments may be made by ourselves (Rise and Fall Clause).

4. Settlement

- 4.1. Invoice amounts shall be settled net within 30 days of invoice date in so far as nothing otherwise shall have been expressly agreed. In case of any delay in settlement on the part of the purchaser, we shall become entitled to claim arrears interest. The right shall be reserved to assert any further damage claims.
- 4.2. The preconditions for the acceptance and execution of any order as well as any compliance with delivery dates shall be the creditworthiness of the purchaser. Should, after the conclusion of any contract of sale, references be received from a bank or an information agency revealing justifiable doubts in this respect, then we shall become entitled to demand subsequent security provisions or to withdraw from our duty to supply without the purchaser being able to assert any sort of claim against ourselves. Lack of creditworthiness shall also obtain if the purchaser shall fail to settle an open invoice in spite of having been served with reminders.

5. Supplies and delivery periods

- 5.1. The consignment of the goods shall be for the risk of the purchaser. With the consignment of the goods to a forwarder or carrier, but at the latest with the movement of the same goods out of our warehouse, the risks and perils shall pass to the purchaser, and even then if the transportation charges shall be for our own account.
- 5.2. Insurance against loss or damage of goods in transit shall only be effected upon the express written wish and for the account of the purchaser.
- 5.3. The assertion of goods in transit claims towards the parties liable therefore shall be exclusively the responsibility of the purchaser. We will assign to the purchaser in such respects any possible claims due to ourselves for the appropriate assertion thereof.
- 5.4. The delivery dates agreed will be complied with wherever possible. A delay in supply shall not entitle the purchaser to withdraw from the contract of sale nor to claim indemnity for any direct or indirect damages arising out of such delay. Express exceptions hereto shall be any fixed business arrangements to be agreed. Occurrence of "force majeure", as mobilisation, war, delays in production outside of our control, interruptions in the manufacturing process, strikes as well as

difficulties in obtaining supplies shall exonerate ourselves in whole or in part from our duty to supply.

- 5.5. Supplies „upon call“ arrangements are expressly to be agreed in advance. In case of a sale of the business, a merger or the like, existing contracts of sale shall be taken over by the legal successors of the purchaser as the case may be.

6. Preliminary works, lithographs, tools

Any preliminary works undertaken by ourselves such as sketches, drafts, autographs, originals, samples etc., will be invoiced independently should no subsequent order of goods be placed in such respect. Such preliminary works shall remain our property and may not be otherwise employed without our express approval. Any finished drawings provided, lithographs, duplicates, print rollers, stamping dies, spray guns or any other special tools shall remain our property until final payment of the order shall have been made. Without any other instructions to the contrary, such shall remain in our possession for a period of 2 years even after final payment of the order in question to cater for follow-up orders. Should no orders have been received before the expiry of such period, then we shall become entitled to dispose of such as we shall deem appropriate.

7. Warranties, complaints, liabilities

- 7.1. Samples and trial prints are to be checked by the purchaser and approved. We will not accept any liability for subsequently ascertained errors.
- 7.2. Any divergencies in the dimensions, weights, thicknesses, colours etc., normally tolerated in the trade shall not entitle the purchaser to lodge any complaint provided that such tolerances and specifications shall not have been expressly agreed.
- 7.3. We shall only then be liable in respect of the suitability of the materials processed by ourselves for the contents to be packed therein by the purchaser, when the purchaser shall have informed us fully concerning any specifications of the contents to be packed therein and when we ourselves shall have raised no provisos in that respect. Greiner Packaging AG complies with the EU regulations for food packaging.
- 7.4. Orders carried out in accordance with details, sketches, samples or drawings provided by the purchaser will be executed and supplied at the risk of the purchaser with regards to the legal aspects of any possible infringement of patents, brand or sample protection rights. The purchaser shall be solely responsible for observing any respective legal requirements in such respect. Should, as a result of such supply and delivery, patents, samples or brand protections rights of third parties become infringed, then the purchaser shall alone bear any possible damages arising therefrom.
- 7.5. Should the purchaser provide us with material to be further processed free of charge, then only in conformation with our own specifications. In the case of labels, the following fallout percentages shall be for the account of the purchaser: in respect of the production of up to 10000 pieces, a maximum of 10%; of the production of more than 10000 pieces, a maximum of 7%. The amount of labels supplied can not be checked by ourselves.
- 7.6. Excess or shortfall supplies of up to 10% of the amount ordered may not be the subject of complaints by the purchaser.
- 7.7. The purchaser shall check the goods supplied for deficiencies upon reception. Deficiencies shall be reported to ourselves in writing within 8 days of reception of the goods. In the case of unseen deficiencies, such period shall be 5 days after the as-certainment thereof. Any subsequent complaints will not be considered.
- 7.8. All warranty and damages indemnity claims of the purchaser shall become prescribed or statute-barred after the expiry of one month after a written repudiation of the complaint by ourselves, at the latest, however, after 6 months following the delivery of the goods.
- 7.9. The purchaser shall grant us an opportunity to check the rejected goods. For this purpose the purchaser shall upon appropriate demand grant us disposition over the rejected goods. Should the purchaser fail to comply with such demand, then any warranty claims shall become defunct.
- 7.10. Our liability in respect of complaints lodged within the prescribed time periods shall be as follows:
- a) in the case of defective goods, as deemed fit by ourselves, either a new delivery of regular goods in conformity with the conditions of the contract of sale, or the depreciated value will be paid out;
 - b) any claims of the purchaser in respect of deficiency consequential damage shall be excluded, provided that such shall not be the result of illegal intent or gross negligence on the part of

ourselves. The same shall be applicable for all other contractual and non-contractual damage indemnity claims. The liability of subcontractors shall be limited in like manner.

8. **Reservation of ownership**

The goods supplied shall remain our property up to the fulfilment of all claims of whatsoever legal nature. In case of a current account business relationship, any reservation of ownership shall apply for the securing of all outstanding claims of the seller.

9. **Place of performance, jurisdiction and applicable law**

9.1. The place of performance is CH-9444 Diepoldsau, Switzerland.

9.2. **The place of jurisdiction for any disputes arising shall be CH-9000 St.Gall, Switzerland. The regular courts of law shall be competent therefore.**

9.3. All legal relationships between the parties hereto shall be subject to the Swiss law.