



Unless agreed otherwise in writing all goods ("Goods") are supplied by and all services or quotations are provided by Infiana USA, Inc. ("we" or "us") to our contractual partner ("Customer") solely on the basis of and conditional on the Customer's assent and agreement to the following General Terms and Conditions of Sales ("GTC"). Notwithstanding the above, if these GTCs are construed as an acceptance, or as a confirmation acting as an acceptance, of Customer's order, then our acceptance is EXPRESSLY MADE CONDITIONAL ON CUSTOMER'S ASSENT TO ANY TERMS AND CONDITIONS CONTAINED HEREIN THAT ARE DIFFERENT FROM OR ADDITIONAL TO THOSE CONTAINED IN CUSTOMER'S WRITING. Further, these GTCs shall be deemed notice of objection to such terms and conditions of Customer. If these GTCs are construed as an offer, acceptance hereof is EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS CONTAINED HEREIN. In any event, Customer's acceptance of the Goods or services shall manifest Customer's assent to these GTCs. Our shipment of the Goods shall not be interpreted as acceptance of any terms and conditions of Customer which are different from any terms and conditions contained herein.

1. Entire Agreement

These GTCs together with any other document agreed by us and the Customer constitute the entire and only agreement (the "Agreement") between the parties relating to the supply of Goods and / or services by us to the Customer and supersedes any previous form of general terms and conditions supplied by us to the Customer.

2. Prices, Offsetting, Withholding

2.1 Unless agreed otherwise in writing all prices shall be adjusted (increased or reduced) in accordance with the resin index applicable at the time of delivery of the Goods. Our price list in force at the time of delivery of the Goods shall apply.

2.2 In addition to and not in lieu of Section 2.1, we shall be entitled to increase our prices anytime for any other reason. All such price increases shall be effective: (i) for all orders received after the effective date of the price increase; and (ii) for all Goods which are shipped more than two (2) months after the effective date of the price increase, even if the order for such Goods was received prior to notice of the price increase.

2.3 All prices and charges are based on our price list in force at the time of delivery and exclude VAT and any other present or future federal, state, local or other taxes, charges and duties. Whenever in our reasonable judgement such taxes are applicable, they will be added to our invoice as a separate charge to be paid by Customer promptly upon demand unless Customer provides us with a valid exemption certificate acceptable to us and the appropriate taxing authorities. Any such taxes paid by us at any time will be repaid by Customer. Customer shall be solely responsible for any liability for any state or local use taxes imposed on the purchase of Goods hereunder. The purchase price shall be paid net, i.e. without any deductions, within thirty (30) days of date of invoice.

2.4 If we are of the reasonable opinion that any governmental law, regulation or order prohibits us, from collecting from Customer a price for Goods, we may, without liability to Customer, cancel Customer's order as to future shipments by giving Customer ten (10) business days prior written notice of cancellation.

2.5 Customer shall not be entitled to set off claims or to withhold payments on the basis of any counterclaims that it may have against us.

3. Advance Payment - Securities

In the event of Customer defaulting payment of any invoice or if other facts become known to us, which have the potential to significantly impair the credit standing of the Customer and which jeopardize payment of our outstanding claims, all invoices for all deliveries made/services rendered by us shall become immediately due for payment and we may reject or hold orders, or withhold deliveries under any order, until the full account is settled. In addition, we shall be entitled to require advance payments or collateral security for future orders.

4. Checking of samples / trial reels

The Customer shall check any samples and trial reels submitted by us for all properties of importance in the use of the later Goods and approve the samples / trial reels in writing within a reasonable period of time. If changes are required, they must be marked clearly. It is the responsibility of the Customer to ascertain that Goods manufactured with / according to the approved samples / trial reels are suitable for the purpose intended by the Customer.

5. Tolerances, Quality, Information

5.1 Quantity tolerances per design in ft² of up to 10% - with small orders for less than 44,000.00 ft² or orders that are difficult to process up to 30% - attributable to the material and production process shall be permissible.

5.2 Goods shall be prepared in accordance with industry standards and any deviations from the Specifications (as defined below) that do not have an adverse effect on usability shall not be a breach of the warranty for the Goods.

5.3 All statements, services, information and recommendations about our Goods and services and the use or application of such Goods or services, including not limited to pictures, drawings, printing samples, dimensions, weights, and technical data information in advertising and technical prospectuses that are published by us ("Information"), are based on our experience and shall only be considered approximate. If we provide Information and this Information is not included in the services to which we have committed ourselves in the Agreement, this shall be done free of charge and such Information does not constitute an express or implied guarantee or warranty as to accuracy, or results to be obtained.

6. Title

Title and risk of loss to all Goods purchased shall pass to Customer upon placement of the Goods on a common carrier at our shipping point, regardless of the freight terms stated or method of payment of transportation charges. As collateral security for the payment of the purchase price, Customer grants to us lien on, and security interest in and to, all of the right, title and interest of Customer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time-to-time, and in all additions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. This security interest constitutes a purchase money security interest under the Uniform Commercial Code of Pennsylvania and/or the location where Customer maintains the Goods. Customer grants us the right to file such documents, including financing statements, and to take such other actions as may be reasonably necessary to protect our rights under this Section 6.

7. Term of Delivery, Force Majeure

7.1 For all shipments, delivery shall be ex works (EXW, Incoterms® 2010) at our designated shipment point, which is also the place of completion of performance by us, and the transfer of title to Customer.

7.2 All shipping dates are tentative. We reserve the right to postpone delivery if the Customer does not provide necessary assistance or if the Customer requests subsequent changes to the Agreement.

7.3 Any and all lumper fees are the sole responsibility of Customer and shall be added to the invoice if paid by us. In no event shall a driver assist in the loading or unloading of any transport. Goods shall be shipped in full pallets only. All requests for same day shipments or customer pick-up shall be subject to a \$200 surcharge.

7.4 We shall not be liable for nonperformance or for delays in delivery to the extent that same have been caused by force majeure or other events for which we are not responsible and which were not foreseeable when the Agreement was concluded (including but not limited to: acts of God or public enemy; terrorist acts; power outage; accidents; interruptions in operation of any kind; transport delays; strikes; lockouts; shortage of or inability to obtain employees, equipment, adequate or suitable raw materials or transportation facilities; difficulties to obtain necessary permits from authorities; action by the authorities; and non-delivery, incorrect delivery or delays in delivery by suppliers).

8. Delay in Taking Delivery

If the Customer fails to take delivery as agreed or if our delivery is delayed for reasons for which the Customer is responsible, we shall be entitled to demand compensation for all losses arising therefrom, including without limitation storage costs, abortive journeys or part deliveries. In our sole discretion, we may charge a lump-sum compensation for storage costs in the amount of 0.5% of the invoice amount for the Goods stored per completed week up to a maximum of 5% of the invoice amount, starting with the delivery date or - if there is no delivery date - with the notification that the Goods are ready for dispatch. Such amounts shall be paid by Customer within ten (10) days of invoice by us. The parties acknowledge that such sum is intended to be a reasonable estimation of the storage costs for the delayed delivery and is not intended as a penalty to Customer. We reserve the right to assert demonstrably higher damages. Our statutory claims and rights shall remain unaffected. The amounts paid by Customer as set forth above, shall, however, be deducted from any further claims for damages. .

9. Taking of Deliveries

The Customer shall take and pay all orders no later than three months from the confirmed delivery date or - if there is no delivery date - from the date of notification that the Goods are ready for dispatch.

10. Customer Pick-Up

In the event Customer desires to pick up the Goods from our designated shipment facility, Customer shall schedule an appointment with us no later than twenty-four (24) hours in advance. If Customer cancels or

reschedules its appointment within twenty-four (24) hours of its scheduled appointment, we reserve the right to charge Customer for any and all of our costs and expenses associated with Customer's cancellation or rescheduling of such appointment. Such amounts shall be paid by Customer within ten (10) days of invoice by us.

11. Late Payment Charges

Invoices not paid until the agreed payment date shall accrue a late payment charge of 1.5% per month, or the maximum amount permitted by law, whichever is greater, on the unpaid balance until paid ("Late Fee"). The imposition of a Late Fee is not intended to infer any consent, acquiescence or other agreement, expressed or implied, by us to forbear or otherwise defer collection of unpaid invoice amounts. Customer confirms, acknowledges and agrees that it would be expensive to attempt to determine the actual damage sustained by us as the result of the default payment of any individual account and that the charge of 1.5% per month referred to above represents a reasonable endeavour to fix our minimum probable loss resulting from delinquent payment, that such charge bears a reasonable relation to such loss and that such charge is reasonable in amount. In the event we commence a collection action, we shall be entitled to recover our reasonable attorney fees, expenses and costs associated with collection of unpaid amounts.

12. Properties of Goods

All Goods are manufactured by us to conform with: (i) our product requirements which are applicable for this type of product in our normal business practice, and (ii) the requirements which are specifically agreed between the Customer and us (collectively "Specifications"), subject to the provisions of Section 5 above.

13. Inspection by Customer

Customer shall carry out an inspection of all Goods immediately upon receipt. All claims of any nature shall be barred unless we receive written notice of any failure to conform to the warranty set forth below ("non-conformity") within ten (10) business days after receipt of the products. In respect of non-conformities which a reasonable and diligent Customer could not have discovered during a thorough inspection ("Hidden Defect"), Customer must notify us thereof within ten (10) business days after discovery of the Hidden Defect. Customer's sole and exclusive remedy for any nonconformity is set forth in Section 14.2 below. FAILURE TO NOTIFY US OF ANY NON-CONFORMITY WITHIN TEN (10) BUSINESS DAYS AFTER RECEIPT OF ANY GOODS (OR IN THE CASE OF HIDDEN DEFECTS AS DEFINED ABOVE: DISCOVERY OF THE HIDDEN DEFECT) SHALL CONSTITUTE ACCEPTANCE OF SUCH GOODS AND WAIVER OF ALL CLAIMS WITH RESPECT TO ANY NON-CONFORMITY.

14. Warranty

14.1 We shall be under a duty to accept claims arising from the delivery of defective Goods only if the Customer has fully complied with (i) its duty to inspect the Goods and notify defects under Section 13 above and (ii) its duty to notify us that the Goods are to be used in a Critical Application in accordance with Section 19 below.

14.2 The Goods are warranted for six (6) months from date of shipment to be free from defects in material or workmanship and to conform to the Specifications subject to the provisions of Section 5 above. This warranty applies solely to the original Customer and creates no rights or obligations for any third party. Upon the determination to our satisfaction that the Goods were stored and used by Customer in accordance with our suggested, applicable standards (if any) and not damaged during transportation, Customer's sole and exclusive remedy for breach of this warranty shall be the replacement of the defective Goods or, at our option, the issuance of a credit or refund in an amount up to the purchase price of the defective Goods. In no event shall we be responsible for claims beyond the purchase price of the defective Good. Customer will maintain traceability of converted Goods to confirm a claim is based on our actual Goods, and lack of traceability may result in denial of a claim in whole or in part.

14.3 THE WARRANTY SPECIFICALLY SET FORTH IN SECTION 14.2 ABOVE IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. WE EXPLICITLY AND SPECIFICALLY DISCLAIM AND EXCLUDE ALL OTHER WARRANTIES. It is the responsibility of the Customer to check whether the Goods we supply are suitable for the purpose planned by the Customer.

14.4 CLAIMS NOT FILED BY CUSTOMER WITHIN 12 MONTHS OF SHIPMENT OR SERVICE DATE ARE WAIVED AND BARRED.

14.5 Notwithstanding the provisions set forth in Section 14.2 above, prior to series production, all Goods ordered from us are subject to a three-stage

product qualification process. This process consists of the following steps: (1) sampling, (2) scale-up, and (3) follow-up order. Both the sampling and the scale-up (collectively "Test Phases") are test phases only, which enable Customer to thoroughly check the Goods' suitability for series production. As during the Test Phases we also test which specifications are mutually agreed to for the final Goods, ALL GOODS PROVIDED DURING THE TEST PHASES ("TEST GOODS") ARE PROVIDED "AS IS" AND WE DISCLAIM ALL WARRANTIES WITH RESPECT TO THE TEST GOODS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. Test Goods should be checked by Customer with regard to all properties which might be relevant for the future use of the Test Goods. Customer must approve all Test Goods in writing within a reasonable period of time. If changes are required to the Test Goods, they must be marked clearly in a writing provided to us. It is Customer's sole responsibility to ascertain that Goods manufactured with/according to the approved Test Goods are suitable for the purpose intended by Customer.

15. Limitation of Liability

NOTWITHSTANDING ANY OTHER PROVISION HEREOF OR APPLICABLE LAW (I) IN NO EVENT WILL WE BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, CONTINGENT, OR PUNITIVE DAMAGES IN CONNECTION WITH THESE GTC OR ANY ORDER, WHETHER BASED ON THEORIES OF BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR BUSINESS INTERRUPTION, WHICH FOR THIS PURPOSE SHALL BE CONSIDERED TO BE INDIRECT DAMAGES, LOSS OF USE OF THE GOODS, OR LOSS OF GOODWILL EVEN IF CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) NOTWITHSTANDING WHETHER ANY REMEDIES SPECIFIED HEREIN ARE DEEMED TO FAIL OF THEIR ESSENTIAL PURPOSE, OUR LIABILITY TO CUSTOMER WILL NOT EXCEED THE PURCHASE PRICE PAID BY CUSTOMER FOR THE GOODS OR SERVICES ON WHICH SUCH LIABILITY IS BASED.

16. Default and Cancellation

Orders accepted by us cannot be cancelled or modified except with our written consent and upon terms that will indemnify us against loss. In particular, but not limited, Customer shall be responsible for the costs associated with all work in progress, any inventory, any costs in preparatory work and raw materials acquired specifically for the Goods. Customer will be responsible for all non-recoverable costs incurred by us related to such cancellation or modification and will be invoiced accordingly.

17. Third Party Rights

Customer shall be responsible for verification that any specifications provided to us for the Products by Customer ("Customer Provided Specifications") will not result in the manufacture of Products which infringe or misappropriate the intellectual property rights of third parties. Customer will indemnify, hold harmless, and defend us against any and all claims, demands, actions, costs, liabilities, losses and damages of any kind (including attorneys' fees) arising in connection with third party claims which are based on Customer Provided Specifications or Customer's use of the Products in combination with any other products which are not supplied by us. Notwithstanding the above, we reserve all intellectual property rights in and to the Products developed and / or manufactured by us.

18. Customer Supplied Materials

In the event that Customer provides any designs, labels, or other instructions for the manufacture of the Goods (collectively "Customer Supplied Materials"), the Customer shall be responsible for verification of whether the Goods we manufacture in accordance with the Customer Supplied Materials infringe the intellectual property rights of third parties. The Customer will indemnify, hold harmless and defend us against any and all claims, demands, actions, costs, liabilities, losses and damages of any kind (including attorneys' fees) arising in connection with third party claims that the Goods infringe or misappropriate intellectual property rights as a result of use of Customer Supplied Materials.

19. Critical Applications

19.1 Goods intended for the below mentioned critical applications (hereinafter: the "Critical Applications") require special arrangements in terms of technical production, quality control, traceability and regulatory framework. Therefore, unless otherwise provided for explicitly in any specific agreement with Customer, the Goods are not designated for the manufacture of products for or the use in Critical Applications. In the event

Customer is considering use of the Goods in any Critical Application Customer shall notify us in advance and such use shall not be permitted unless we authorize such use in a written amendment to these GTCs. Critical Applications are:

- Medical devices and/or pharmaceutical drugs or any other items used for or in furtherance of medical care;
- Automotive and/or vehicle construction;
- Aviation and/or aerospace;
- Rotor blades for wind turbines; and
- Military, space and defense.

19.2 Medical device is defined broadly and includes items that meet the statutory definition as set forth at 21 USC 321 (h) of the Federal Food, Drug & Cosmetic Act, and its sequelae. A Medical device includes, but is not limited to an instrument, apparatus, implement, machine, contrivance, implant, in vitro reagent, or other similar or related article, including a component part, or accessory which is:

- (a) recognized in the official National Formulary, or the United States Pharmacopoeia, or any supplement to them,
- (b) intended for use in the diagnosis of disease or other conditions, or in the cure, mitigation, treatment, or prevention of disease, in man or other animals, or
- (c) intended to affect the structure or any function of the body of man or other animals, and which does not achieve its primary intended purposes through chemical action within or on the body of man or other animals and which is not dependent upon being metabolized for the achievement of its primary intended purposes.

19.3 Pharmaceutical Drug is defined broadly and includes items that meet the statutory definition as set forth at 21 USC Sec. 321 (g)(1) of the Federal Food, Drug & Cosmetic Act, and its sequelae. A pharmaceutical drug includes, but is not limited to:

- (a) A substance recognized by an official pharmacopoeia or formulary.
- (b) substance intended for use in the diagnosis, cure, mitigation, treatment, or prevention of disease.
- (c) A substance (other than food) intended to affect the structure or any function of the body.
- (d) A substance intended for use as a component of a medicine but not a device or a component, part or accessory of a device.
- (e) Biological products.

19.4 In the event of any use of the Goods in Critical Applications, the following provisions shall apply and shall supersede any conflicting provisions in these GTCs: (i) WE PROVIDE THE GOODS "AS IS" AND DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE; and (ii) Customer will indemnify, hold harmless, and defend us against any and all claims, demands, actions, costs, liabilities, losses and damages of any kind (including attorneys' fees) arising in connection with third party claims for death, personal injury or property damage based on the Goods.

20. Shelf Life

Unless otherwise specifically agreed in writing, Shelf Life of the Goods is six (6) months starting from the date of shipment of the Goods to the Customer. "Shelf Life" means the period during which the Goods can be stored and processed without deterioration in their technical characteristics, provided that the Goods are stored in accordance with the storage guidelines issued by us.

21. Storage and Converting Guidelines

The client undertakes to follow the storage and converting guidelines as described in the datasheets, which if not already supplied can be requested. We shall not be liable for any damages caused due to noncompliance.

22. Printing Documents - Production Resources

Unless special agreement is made to the contrary, we shall not be obliged to archive printing documents and production resources for more than 12 months after delivery of the last order produced using same.

23. Partial Invalidity

If any provision of this Agreement or any provision included in it later is or becomes void or invalid in whole or in part this shall not affect the validity of the other provisions and the invalid provision shall be replaced with a valid replacement provision that is similar in meaning and effect.

24. Trading Terms, Passing of Risk

Trading terms shall be interpreted in accordance with the latest Incoterms. If this Agreement fails to specify when the risk passes, the risk of the accidental loss / destruction and deterioration of the Goods shall pass when

the Goods are supplied to the transport company, carrier or other third party chosen to make the shipment. The equivalent of delivery shall have been made if the Customer fails to accept delivery after due notice.

25. Assignment

Any assignment of this Agreement by Customer or of any rights hereunder, in whole or in part, without our prior written consent shall be void.

26. Non-Waiver

Failure by us to insist upon strict performance of any of the terms or conditions hereof, failure or delay to exercise any rights or remedies provided herein or by law or to properly notify Customer in the event of breach, or the acceptance of payment for any Goods hereunder, shall not be deemed a waiver of any right of us to insist upon strict performance hereof or any of our rights or remedies or as to any prior to subsequent default hereunder, nor shall any termination of this agreement operate as a waiver of any of the terms hereof.

27. Applicable Law and Jurisdiction

27.1 Any legal suit, action or proceeding arising out of or relating to the Agreement will be instituted in the federal or State courts located in the City of Philadelphia, Pennsylvania. Each Party irrevocably submits to the exclusive jurisdiction of the courts in any such suit, action or proceeding.

27.2 This Agreement and the business relationship between us and the Customer shall be governed by the laws of the Commonwealth of Pennsylvania, United States of America, without regard to its conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

28. No Agency

Nothing in these GTCs or in any other document shall establish or be interpreted as establishing the relationship of principal and agent or any relationship of a similar nature between the parties hereto, and Customer shall have no power to bind us in any respect.

29. No On-Site Services

Nothing in these GTCs shall require or be interpreted as requiring us or any of our agents to provide any on-site services of any kind in connection with the sale of Goods or otherwise.

Version: March 2019