

ACTEGA NORTH AMERICA, INC.
TERMS AND CONDITIONS OF SALE

1. **ACCEPTANCE / CONTRACT FORMATION** – (a) These terms and conditions (the “Term and Conditions”) shall apply to any contract of sale (the “Contract”) or purchase order submitted by Buyer (a “Purchase Order”) for the purchase of products, goods, equipment, items, and materials (the “Product”) from ACTEGA North America, Inc., its subsidiaries or affiliates (“Seller”) irrespective of whether Seller’s accompanying documentation constitutes an offer to Buyer or an acceptance of Buyer’s prior offer to Seller. Acceptance by Buyer may be communicated orally, delivered in person or by telephone or in writing, delivered by regular mail, hand delivery, overnight courier, facsimile or electronic mail or it shall be presumed given after Buyer receives these Terms and Conditions without objection in writing or holds the Product delivered for five (5) days without rejection after the delivery date, whichever is earlier. Additional or conflicting terms from those in these Terms and Conditions in an offer or acceptance by Buyer are expressly objected to and shall not be deemed accepted by Seller unless Seller’s acceptance thereof is in writing and specifically refers to each such additional or conflicting term. Each Contract shall consist of: (i) these Terms and Conditions, (ii) any specifications, designs, samples, drawings, plans, or any chemical, physical or mechanical requirements, formulas or compositions, as agreed to and accepted by Seller (the “Specifications”), and (iii) the terms of any Purchase Order that (A) specify the description of the Products, the quantities, the requested delivery dates and shipping terms, and (B) are expressly accepted by Seller. No other terms and conditions on any Purchase Order, website or other communications or documents from Buyer shall be binding upon Seller until accepted in a written acknowledgment by Seller. All Contracts and Purchase Orders may be subject to credit screening and approval.
 - (b) To the extent that any terms of the documents of the Contract conflict, the terms and conditions that shall control and prevail and thereby define the rights and obligations of the parties shall be determined utilizing the following priority (in order from highest to lowest priority): (i) an agreement signed by Seller; (ii) mutually agreed upon Specifications; (iii) Seller’s standard Specifications; (iv) these Terms and Conditions; and (v) Buyer’s Purchase Order to the extent it identifies or lists the Product, quantities, prices, shipping instructions, and delivery dates.
2. **DELIVERY / FORCE MAJEURE** - All shipping and delivery dates are approximate and partial shipments may be made. Seller shall not be responsible for any prohibition, failure, interruption or delay in manufacture or delivery which may be caused by sabotage, fire, flood, earthquake, accident, explosion, transportation difficulties, embargoes, unusually severe weather conditions, labor dispute, strike, work stoppage, riot, insurrection, war (declared or undeclared), terrorism, or act thereof, or priorities granted by request of or for the benefit, directly or indirectly, of any governmental body, authority or agency, shortage of raw materials or supplies, act of God, insufficient capacity, or other

cause beyond Seller's control. In the event of any such prohibition, failure, interruption or delay, Seller may, at its option, extend the delivery time or cancel the Purchase Order, in whole or in part. In the event of any shortage, however caused, Seller in its sole discretion may and without liability to any party determine the priorities of all outstanding contracts of sale, purchase orders and anticipated orders. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR CLAIMS FOR LABOR RESULTING FROM ANY FAILURE OR DELAY IN DELIVERY.

3. **COMPLIANCE WITH LAWS** - Seller intends to comply with all laws or regulations applicable to the performance by Seller of each order, provided; however, that any failure of Seller to so comply shall not be a defense to, or excuse Buyer from, performance under any Contract or Purchase Order.
4. **WARRANTY / CLAIMS / LIMITATIONS OF LIABILITY** – (a) Seller will, as Buyer's sole and exclusive remedy and at Seller's option, replace or, with or without replacement, render credit for any Product sold to Buyer which, if properly selected, stored, processed and used by the Buyer shall prove defective within three (3) months for UV Matte Coatings and within six (6) months for all other products from the date of shipment. Seller's Product shall be deemed defective only to the extent that it materially deviates from: (i) the Specifications, or (ii) Seller's standard manufacturing and commercial tolerances, variations and practices.
 - (b) Buyer shall have sole responsibility for the selection of and Specifications for the Product appropriate for its end use or purposes, even if Buyer has informed Seller of the end use for such Product. Buyer hereby acknowledges that it alone has determined that the Product purchased hereunder will suitably meet the requirements of its intended use. Samples or formulas supplied by Seller are solely for the purpose of allowing Buyer to evaluate the suitability of such Product for its intended use. THE SAMPLES OR FORMULAS SHALL NOT GIVE RISE TO WARRANTIES OF ANY TYPE, EITHER EXPRESS OR IMPLIED. EXCEPT AS SPECIFICALLY SET FORTH IN THESE TERMS AND CONDITIONS, AND NOTWITHSTANDING ANY LANGUAGE, DOCUMENT, FORM, OR ANY OTHER PROVISION TO THE CONTRARY, SELLER NEITHER MAKES, NOR ASSUMES ANY LIABILITY UNDER, ANY WARRANTY, EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE. NO REPRESENTATIONS OR WARRANTY, EXPRESS OR IMPLIED, MADE BY ANY SALES REPRESENTATIVE OR OTHER AGENT OR REPRESENTATIVE OF SELLER WHICH IS NOT SPECIFICALLY SET FORTH IN THESE TERMS AND CONDITIONS SHALL NOT BE BINDING UPON SELLER.
 - (c) EXCEPT FOR THE WARRANTIES AND REMEDIES PROVIDED UNDER SECTION 4(A), SELLER SHALL NOT BE LIABLE TO BUYER OR ANY OTHER PERSON OR ENTITY FOR, AND BUYER RELEASES SELLER, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY AND

ALL LIABILITY WITH RESPECT TO ANY ACTIVITY ENGAGED IN BY SELLER WITH REGARD TO THE PRODUCTS SOLD HEREUNDER AND FROM ANY AND ALL LIABILITY IMPOSED UPON MANUFACTURERS OR SELLER FOR PRODUCTS UNDER ANY PRODUCT LIABILITY THEORY OR UNDER ANY SIMILAR LEGAL THEORY. SELLER, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS SHALL NOT, UNDER ANY CIRCUMSTANCES INCLUDING, BUT NOT LIMITED TO, DELAY IN DELIVERY, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, TORT, STRICT LIABILITY, OR USE OF THE PRODUCT SOLD OR PROCESSED BY SELLER, BE LIABLE TO BUYER OR ANY OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR FOR LOSSES OF ANY KIND WHATSOEVER. IN NO EVENT SHALL SELLER'S LIABILITY FOR DEFECTIVE PRODUCT SOLD TO BUYER EXCEED THE PURCHASE PRICE THEREOF.

- (d) Buyer agrees to notify Seller within thirty (30) days of its discovery of defective Product. No claim shall be allowed by any party other than the Buyer. Any claim for breach of the express warranty that is not made within the timeframes set forth herein shall be deemed to have been waived. Unless otherwise agreed to in writing by Seller, Buyer shall set aside, protect, and hold such Product without further use, processing, correction or change until Seller has an opportunity to inspect and advise of the disposition, if any, to be made of such Product or evidence. In no event shall any such Product be returned, reworked, or scrapped by Buyer without the written authorization of Seller. Buyer expressly hereby assumes all liability for all damages and injury occurring before and after said time period if notice is not made within the required time frame. So long as Buyer has not otherwise waived its right to make a claim as described herein, any lawsuit or legal action whatsoever by Buyer against Seller relating to any Product purchased hereunder must be filed within one (1) year following the shipment date of such Product, notwithstanding any statute of limitations or similar law.
5. **PRICES AND FREIGHT** - All quoted prices, extras (including applicable surcharges), and all freight or transportation rates, are subject to change, without notice, to reflect Seller's prices and extras, and applicable freight or transportation rates, in effect as of the date of shipment. Unless otherwise agreed, all domestic sales are FOB Origin of Seller and all international sales are EXW designated shipping point of Seller.
6. **TITLE** - Failure by Buyer to make any payment due hereunder, or on request to give proper shipping instructions, or to accept delivery at times stated, or to comply with all terms of the Contract shall give Seller, in addition to all other available remedies, the right at its option to deduct any undelivered quantities of Product from the total quantity of Product to be furnished whether under this Contract or any other contract between Buyer and Seller. Risk of loss to the Product shall pass immediately upon notice to Buyer from Seller that the Product is available for Buyer's disposal.

7. **SECURITY INTEREST** -Buyer hereby grants to Seller a security interest (which shall be deemed a purchase money security interest) in (a) all Products provided to Buyer by Seller, (b) all replacement and substituted Product, including repossessions and returns; (c) all proceeds from the sale or other disposition of the foregoing; (d) all accessions or goods into which the Product is incorporated; and (e) all existing subsequently arising accounts and accounts receivable, which may from time to time hereafter come into existence during the term of the Contract (collectively the "Collateral") to secure payment by Seller for all such Products, interest, fees, charges, and any and all other amounts and obligations of Buyer to Seller of any nature that may be due and payable from Buyer (the "Obligations"). Seller's security interest attaches to all Product that Buyer buys from Seller immediately upon: (a) transfer of title to buyer, or (b) the issuance of the invoice, whichever is earlier. In the event of nonpayment by Buyer of any debt, Obligation or liability now or hereafter incurred or owing by Buyer to Seller, Seller shall have all rights of, and all of the remedies available to, an unpaid secured creditor under the applicable state Uniform Commercial Code ("UCC"), and all other rights and remedies available at law or in equity. Buyer hereby agrees, and, to the extent permitted by law, Seller is authorized to, execute and file, as Buyer's attorney in fact, whatever documents are necessary, including security agreements or financing statements, to evidence and perfect the security interest granted by this paragraph.
8. **DEFAULT** – (a) Any of the following shall constitute a Buyer default hereunder: (i) failure of Buyer to pay any Obligations which become due according to the terms of any invoices, or any other amount payable to Seller when due; (ii) failure of Buyer to observe or perform any of Buyer's Obligations herein; (iii) failure of Buyer to pay its debts as they come due; (iv) failure to pay or default by Buyer on any bank loan; (v) Buyer's credit or financial condition has become impaired; or (vi) any bankruptcy, insolvency, or assignment by Buyer for the benefit of creditors. (b) Following a default, Seller may (i) declare all Obligations due and payable, (ii) require Buyer to assemble the Collateral and make it available to allow Seller to take possession of the Collateral, (iii) repossess and remove any of the Collateral from Buyer with or without notice, (iv) suspend any further Product deliveries until Buyer pays its Obligations in full, and (v) exercise any and all other rights and remedies of a secured party under Article 9 of the UCC.
9. **TAXES** - Any excise, levies or taxes which Seller is required to pay or collect, under any existing or future law or regulation (domestic or foreign), upon or with respect to the sale, purchase, delivery, storage, processing, shipment, use, consumption or transportation of any of the Product covered hereby, shall be for the account of the Buyer, and Buyer hereby agrees to pay the amount thereof to Seller upon request. Seller hereby reserves and Buyer hereby disclaims all rights to drawback of duties paid on materials used in the manufacture of any Product. Buyer shall supply Seller with proof of exportation and all other documents necessary and otherwise cooperate to obtain payment thereof.

10. **CANCELLATION / CHANGE ORDER REQUESTS** - (a) No Purchase Order or Contract can be modified or cancelled by Buyer without the written consent of Seller and in no event shall any Purchase Order or Contract be modified or cancelled for any portion thereof already processed, manufactured, or in process of manufacture, processing or performance, at the time the request for modification or cancellation is received by Seller, except upon terms, satisfactory to Seller, which protect and indemnify Seller against all loss. Seller may make changes in its Product without obligation to incorporate such changes in any Product manufactured prior thereto. Seller may make changes or substitutions to any Product as do not, in Seller's reasonable judgment, interfere with the Specifications or the satisfactory performance of the Product. If Seller permits Buyer to cancel any Purchase Order or Contract, in whole or in part, or if Seller terminates a Purchase Order or Contract due to Buyer's violation of any duty to Seller, Seller may charge Buyer a cancellation charge of twenty percent (20%) of what the total price of the respective Purchase Order or Contract (or, if applicable, the portion cancelled) would have been if invoiced as of the date of cancellation.
- (b) A Contract may call for more than one shipment or shipment of more than one Product under individual Purchase Orders or releases. In such a case, the Contract shall consist of these Terms and Conditions, the Specifications, and all Purchase Orders. Buyer's obligations shall not be severable without Seller's written consent.
11. **RETURNS** - Product may only be returned for credit only after obtaining Seller's written authorization. The Product must be returned in its original condition, in original packaging with complete identification and with all supporting documentation detailing any claimed defect as required by Seller, including but not limited to a Return Material Authorization ("RMA") number provided by Seller. Product returned without a RMA number may be refused by Seller and returned to Buyer at Buyer's sole expense. All shipping and freight charges shall be prepaid by the Buyer. The returned Product is subject to a restocking charge of twenty percent (20%) of the purchase price, unless otherwise provided in writing by Seller. The returned Product must be unopened, securely packed in the original packing materials and adequately insured and protected to reach Seller without damage. Product must be returned within thirty (30) days of its invoice date. Product manufactured according to the Specifications of the Buyer may not be returned for credit. Any credit provided by Seller to Buyer shall be solely for the additional purchase of Products from Seller and shall expire within one (1) year from its issuance date.
12. **CONTAINERS** - If shipment of the Product requires the use of returnable containers, tote bins, or such other storage or shipment mechanisms ("Returnable Containers"), title to such Returnable Containers shall remain with Seller. Seller reserves the right to require a deposit for Returnable Containers at the time of shipment. Buyer shall obtain a RMA number from Seller prior to shipping the Returnable Containers. Buyer shall prepay all shipping and freight charges and be solely

responsible for ensuring that the Returnable Containers are securely packed and adequately insured and protected to reach Seller without damage. If the Returnable Containers are not received by Seller in good condition within sixty (60) days of the applicable Product's shipment, Seller shall invoice Buyer for, and Buyer agrees to be solely responsible for, the full cost of the Returnable Containers.

13. **QUANTITY** - Seller reserves the right to deliver commercially reasonable overages or underages of weight, length, size and/or quantity, and any reasonable variation shall constitute compliance with the Contract, and the unit price will continue to apply. If the Contract is for Buyer's requirements, Buyer shall, upon Seller's request, provide information sufficient to confirm Buyer's actual requirements.
14. **PAYMENT TERMS** - Unless otherwise specifically stated on a document of sale furnished by Seller or agreed to in writing and signed by Seller, the terms of payment for each Purchase Order without any right to setoff shall be net cash (U.S. Dollars) in thirty (30) days from date of invoice. Restrictive endorsements on Buyer's checks will not reduce Buyer's obligations to Seller. The unpaid portion of any amounts due to Seller may bear interest at the rate of 1.5% per month, or the maximum legal rate if less as deemed appropriate and necessary. All invoice disputes not raised with ten (10) days from the date of invoice are waived. Clerical errors on invoices may be corrected by Seller at any time. If in the judgment of Seller, the financial condition of Buyer does not justify continuance of production or shipment on the terms specified, Seller may require full or partial payment in advance or the acceptance by the Buyer of C.O.D. deliveries.
15. **STORAGE FEE** - Unless previously agreed upon by Seller and Buyer, Seller will store the Product for free for thirty (30) days after the initial delivery date requested by the Buyer. After the thirtieth (30th) day, Buyer agrees to pay a monthly storage fee equal to one and one-half percent (1.5%) of the invoice price of the Product. The monthly storage fee shall be due in full upon invoice, regardless of whether Buyer has been invoiced or paid for the Product.
16. **ADEQUATE ASSURANCE / RIGHTS OF SELLER** - Seller may, at any time or times, and without any limitation or prejudice to Seller's rights under Section 8 of these Terms and Conditions, suspend performance of any Purchase Order or Contract or require payment in cash, security or other adequate assurance satisfactory to Seller when, in Seller's opinion, the financial condition of Buyer or other grounds for insecurity warrant such action. Buyer must provide such assurances within five (5) days. As part of its demand for adequate assurance, Seller may demand a credit report from one or more credit agencies
17. **ASSIGNMENT** - Buyer shall not assign or delegate any interest in the Contract without the written consent of Seller. Any such actual or attempted assignment or delegation without Seller's proper written consent shall entitle Seller to cancel such Contract or Purchase Order without notice to Buyer.

The Contract shall be binding on both Buyer and Seller, their successors and assignees, and inure to the benefit of the Buyer and Seller and their permitted assignees.

18. **INSURANCE AND INDEMNIFICATION** - Buyer shall at all times maintain a comprehensive program of risk management and adequate broad form liability insurance in connection with Buyer's business, operations and activities. Buyer shall indemnify, hold harmless and defend Seller and against any and all damages, liabilities, losses, claims, suits, penalties, fines, costs and expenses, including attorneys' fees (collectively "Claims"), arising directly or indirectly out of or in connection with: (a) the infringement of any patent, copyright, trademark, trade name or other intellectual property right ("Intellectual Property Right") arising out of the preparation, manufacture, processing or sale of any Product, in accordance with Buyer's Purchase Order, Specifications or instructions; (b) use, operation, sale or possession of the Seller Product (including any Claim by an end user following the incorporation of the Product, by Buyer or a subsequent purchaser, into another good or product to be sold by Buyer or such subsequent purchaser), unless the Claim arises solely from the gross negligence or willful misconduct of Seller; (c) breach by Buyer of any provision of any agreement with or obligation to Seller; or (d) the negligence or willful misconduct of Buyer, its affiliates, and their directors, officers, agents, employees, contractors or subcontractors.
19. **CONFIDENTIAL INFORMATION AND PROPERTY RIGHTS** – (a) All property, information and proprietary materials, including but not limited to, all Specifications, tooling, dies, fixtures, jigs, gauges, systems, data, formulas, manuals, documents, maps, diagrams, correspondences, software, customer and vendor lists, or any business, financial, technical or other information supplied by or on behalf provided or developed in whole or in part by Seller is confidential ("Confidential Information"), whether or not identified as such. Buyer shall hold all Confidential Information in confidence and shall disclose it only to its employees who have a need to know, and shall not use it to the detriment of Seller. Buyer shall not, and shall not attempt to, analyze, disassemble, or reverse engineer any Seller Product. "Confidential Information" does not include information which: (i) is or becomes available to the public generally (other than as a result of a disclosure by the Buyer in violation of the Contract); (ii) is subject to public disclosure under any federal, state, or local law, ordinance or regulation; (iii) becomes available to Buyer on a non-confidential basis from a source other than Seller, its affiliates, and their officers and directors, employees, agents, or representative, or any other person bound by a confidentiality agreement with or has contractual, legal or fiduciary obligation of confidentiality to Seller, its officers and directors, employees, agents or representatives; (iv) was known by or was available to Buyer prior to or at the time Seller disclosed it.
- (b) Nothing in the Contract shall be deemed to grant a license directly or by implication, estoppel, or otherwise under any Intellectual Property Right related to any Confidential Information disclosed or developed pursuant to these Terms and Conditions. The Contract shall not be construed as a

fiduciary, teaming, joint venture, partnership, agency or other such arrangement; rather, Buyer and Seller expressly agree that these provisions are for the purposes of protecting Seller's Confidential Information and Intellectual Property Rights and defining the ownership of, and use rights in, intellectual property and technical information. Unless otherwise expressly agreed, Seller may disclose and advertise that Buyer is a customer of Seller.

- (c) Unless otherwise expressly agreed, all tools, dies, fixtures, jigs, gauges, systems and related Specifications shall be and remain Seller's property at all times, provided that Buyer shall be responsible for all costs of maintenance, insurance, repair and replacement of any such items, whether owned by Seller or Buyer, if used exclusively for the manufacture or processing of Products by Seller for Buyer. If any such items remain inactive for a period of three (3) years, Seller reserves the right to dispose of such items at its discretion.

20. **GOVERNMENT CONTRACT TERMS / MANDATORY FLOW DOWNS** - If Buyer's Contract or Purchase Order is for a U.S. government contract, and the Products ordered from Seller are to be used in the performance of said contract, only those mandatory flow down clauses of applicable U.S. government procurement regulations required by federal statute to be included in U.S. government subcontracts shall be incorporated herein by reference.

21. **MERGER CLAUSE / ENTIRE AGREEMENT / MODIFICATION OF TERMS** - These Terms and Conditions and the Contract, and any documentation expressly incorporated into the Contract, constitute the entire agreement between Seller and Buyer. No modification hereof shall be of any force and effect unless in writing and signed by Seller. A waiver of any of the Terms or Conditions herein shall not be deemed a continuing waiver, but shall apply solely to the instance to which the waiver is directed. If any portion of these Terms and Conditions is declared to be unenforceable by a court of competent jurisdiction, all other portions shall be considered to be valid and enforceable to the full extent that they are reasonably severable. The headings contained in these Terms and Conditions are for convenience of reference only and are not intended to have any substantive significance in interpreting this document.

22. **GOVERNING LAW** - The Contract and any Purchase Order, or other documentation accompanying them shall be governed by, and construed in accordance with the laws of the State of Delaware, without application of the conflict of law principles thereof. The Contract and any Purchase Order, or other documentation accompanying them, shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods ("CISG").

23. **JURISDICTION** - Any claim by Buyer hereunder or relating to the Product shall be brought solely in the state or federal courts in the State of Delaware. Seller may bring any such cause of action in Delaware or any other state or jurisdiction in which Seller has an administrative office, distribution

center, sales force, or location from where Seller receives shipments or orders, or in any court having jurisdiction over the parties and the subject matter, regardless where the Product related to the claim is shipped from or to by Seller. Buyer hereby waives jury trial and any objection to the foregoing courts on the basis of jurisdiction or venue. Buyer understands and acknowledges that any disclosure or misappropriation of the Confidential Information referenced in Section 19 above, or the failure to return or dispose of such Confidential Information as directed by Seller pursuant to Section 19, in violation of these Terms and Conditions may cause irreparable harm to Seller, the value of which may be difficult to ascertain, and therefore, Buyer hereby agrees that Seller shall under those circumstances have the right to apply to the court for appropriate equitable remedies as well as any other relief as may be appropriate without having to post any material bond.

24. **SURVIVAL** - All rights and remedies of Seller and any other provisions hereof which by their express terms or by implication are to survive, shall survive the termination or other expiration of these Terms and Conditions.
25. **LANGUAGE & TRANSLATION** – Buyer and Seller hereby confirm that these Terms and Conditions and all documents, agreements or notices directly or indirectly related hereto shall be written in the English language. If these Terms and Conditions or any document, agreement or notice directly or indirectly related hereto is translated into one or more other languages, the English translation shall be the official version and shall prevail over all other translations.
26. **EXPORT CONTROL** - Buyer shall not use, distribute, transfer or transmit any Product, components or technical information (even if incorporated into other products) provided in connection with this transaction except in compliance with U.S. export laws and regulations (the “Export Laws”). Buyer shall not, directly or indirectly, export or re-export the following items to any country which is in the then current list of prohibited countries specified in any applicable Export Laws: (a) the Product, components or technical data disclosed or provided to Buyer by Seller; or (b) any improvements or variations of such Product, components or technical data. Buyer hereby agrees to promptly inform Seller in writing of any written authorization issued by the U.S. Department of Commerce office of export licensing to export or re-export any such items referenced in (a) or (b). The obligations stated above in this clause will survive the expiration, cancellation or termination of this Contract or any other related agreement.