

## General Terms and Conditions of Sale, Delivery and Payment - CORE

The offer of **Core Plastech International Inc.** ("Seller") to sell is conditional upon the Buyer's acceptance expressly limited to Seller's terms and conditions of sale. Seller's acceptance of any order from a Buyer is expressly made conditional on the Buyer's assent to these terms and conditions of sale, and the Buyer's taking delivery of all or any part of product is evidence of such assent.

- 1. GENERAL:** The General Conditions of Sale ("Terms") are applicable to all offers, order confirmations, supply and deliveries by Seller and shall form an integral part of the sales agreement between the Seller and the Buyer. Notwithstanding any inconsistent or additional terms that may be embodied in the Buyer's purchase order, Seller accepts Buyer's order on the express condition that Buyer agrees to the terms and conditions set forth hereafter as the only terms governing the Buyer's order. If the Buyer has not previously accepted these Terms, Buyer's acceptance of Seller's full or partial delivery of the goods shall constitute acceptance of these Terms. The Seller's product information, price lists and quotations shall be without engagement, unless explicitly stated otherwise. Seller hereby rejects any additional or different terms or conditions proposed by the Buyer, whether contained in any forms, invoices, correspondence or on Buyer's website, and any such additional or different terms will be of no effect. No site usage agreement or any other click through agreement on a website will have any binding effect on Seller whether or not Seller clicks on an "ok," "I accept," or any similar acknowledgment. In the event of a conflict, the following order of precedence will apply: (a) terms agreed to in writing and executed by an authorized representative of Seller; (b) Seller Document terms; (c) these Terms.
- 2. INVOICING, PRICING AND PAYMENT TERMS.** All prices, whether quoted or set forth in an Order, will be in US Dollars and are firm and shall not be subject to change or additional charges without Seller's prior written consent. Unless otherwise stated in the order confirmation, the prices shall be ex-works exclusive of packaging, freight, assembly and insurance. The prices shall be net prices; any VAT, any other taxes and surcharges as applicable shall be charged separately. The prices shall apply only to the respective order and shall not be binding for follow-on orders. Packaging, freight and insurance costs, as well as assembly costs, shall be invoiced additionally. Packaging and freight costs shall be charged at cost price. If longer periods for providing the goods or rendering the service have been agreed, Seller shall be entitled, in the event of an increase in material or wage costs based on Seller's original pricing, to make a pro rata surcharge for the cost increase that has occurred.
- 3. TERMS OF PAYMENT:** If the terms of payment set forth in this Document include any discount for prompt payment, Seller shall strictly enforce such discount terms. Unless otherwise stated in this Document, payment for the Goods shall be due and payable in full in one installment 30 days from the date of the invoice. If Buyer does not pay on time, Seller reserves the right to charge interest on the Buyer up to 1 ½ % per month on the unpaid balance until paid (unless such interest rate exceeds the highest rate permitted by

applicable law, in which event the rate permitted to be charged by Seller shall be the highest rate permitted by applicable law). Buyer has no right to offset any amounts due to Seller under this Document against any payment or other obligation that the Seller may owe to the Buyer. Seller may accept late payments, partial payments or payments marked paid in full without waiving any of its rights under this Document.

4. **TITLE TO THE GOODS:** Legal and beneficial ownership of Goods shall remain with the Seller until payment in full has been received by the Seller. Seller shall retain title to all goods supplied by the Seller until such time as all, including future, receivables arising from the business relationship with the Buyer have been settled. In the event of allocation to an open account, the retention of title shall apply to the respective balance. In the event of the Buyer's culpable breach of contract, particularly in the event of its being in default of payment, Seller shall be entitled to take back the delivery item, even without prior cancellation of the contract and the Buyer shall be obliged to surrender said item. The fact that Seller takes back the goods shall not constitute cancellation of the contract, unless the Seller has expressly declared this in writing. The goods that have been taken back shall be credited with the actual proceeds after deduction of liquidation and take-back costs. The Buyer shall notify the Seller immediately in writing of any seizures or other third-party attacks, thereby enabling the Seller to file an action as per the prevailing laws. If the third party is unable to reimburse the Seller for the judicial and extrajudicial costs of a legal action, the Buyer shall be liable for any costs incurred by the Seller. The Buyer shall be obliged to insure the Seller's property against fire, water, and theft. Claims against the insurance company shall be deemed to have been assigned to the Seller. The Buyer shall be entitled to sell on the delivery item in the ordinary course of business if, in the event of incomplete payment on the part of its customer, it, in turn, supplies the item subject to retention of title. The onward sale shall not be deemed to have been made in the ordinary course of business if the Buyer has agreed, with its customer, an effective prohibition on assignment; allocation to an open account shall, however, be permitted. In the event of an onward sale, the Buyer shall hereby assign to the Seller all receivables in the amount of the final invoice sum (including VAT) which arise to it from the onward sale, against its customers or against third parties, irrespective of whether the delivery item has been sold on without or after processing. The Buyer shall also be authorized to collect said receivables after their assignment. Seller's authority to collect the receivables on its own shall be unaffected hereby; Seller shall, however, undertake not to collect the receivables as long as the Buyer duly complies with its payment obligations vis-à-vis the Seller and is not in default of payment. In the event of any failure by the Buyer in this regard, Seller may demand that it makes known the assigned receivables and their debtors, provides all information required for collection, surrenders the corresponding documents and informs the debtors (third party) of the assignment. If the delivery item is processed using other items that do not belong to the Seller, the Seller shall acquire co-ownership of the new object in the same proportion as that of the value of the delivery item to the other processed items at the time of processing. In other respects, the same shall apply to the object that is created by means of processing as to the goods subject to retention of title; the customer receivables acquired by the sale of the processed object shall be assigned to the Seller in the amount of its co-ownership share. If the delivery item is inseparably combined or mixed with other items that do not belong to the Seller, the Seller shall acquire co-ownership of the new object in the same proportion as that of the value of the delivery item to the other combined or mixed items at the time they are combined or mixed. If the combination or mixture is carried out in such a way that the object of the purchaser must be regarded as the main object, it shall be deemed to have been agreed

that the Buyer transfers co-ownership to the Seller proportionally. The Buyer shall hold the sole property or joint property in safe custody for the Seller. Seller undertakes, at the request of the Buyer, to release the securities to which the Seller is entitled, insofar as their value exceeds the receivables to be secured by more than 25%, provided that the said receivables have not yet been settled. A claim for return may not be asserted if and to the extent that a claim for release is in conflict therewith.

5. **INSPECTIONS AND ACCEPTANCE:** Each delivery of Goods will be inspected promptly by Buyer for damage and defects (including claimed shortages). Buyer will notify Seller of all claimed damage or defects within one week of Buyer's receipt of the Goods. If Buyer fails to inspect or notify Seller within such period, Buyer will be deemed to have accepted the Goods and to have waived any damage or defect. Seller shall have the right to make substitutions and modifications in and to the Goods delivered hereunder so long as such substitutions or modifications do not or will not, in Seller's judgment, materially impair the overall performance of the Goods. Seller shall not be obligated to furnish Buyer with such substitutions or modifications for Goods previously sold to Buyer.
6. **RIGHT TO WITHHOLD PERFORMANCE IN THE EVENT OF DETERIORATION IN FINANCIAL SITUATION:** After the Seller has entered into a contract and it becomes evident that the Seller's claim to payment of the purchase price is endangered owing to the Buyer's lack of ability to pay, the Seller shall be entitled to assert a right to withhold performance in respect of delivery of the goods and to demand advance payment. This shall apply, in particular, if insolvency proceedings are instituted against the Buyer, the Buyer defaults on payment of its receivables due from other contractual relationships, surrendered bills of exchange or cheques are not paid or the limit set by a credit insurer has been exceeded or would be exceeded by the intended delivery. The right to withhold performance shall not apply if the Buyer effects payment or provides sufficient security thereof in the form of a bank guarantee. Seller may give the Buyer a reasonable period in which to make the payment or provide the security, with such period not exceeding 15 days. If this period elapses without success, Seller shall be entitled to cancel the contract and demand damages.
7. **DELIVERY AND COMPLETION DATE:** The delivery dates or the dates for carrying out the services specified in the contract are approximate only and, unless otherwise expressly stated, time is not of the essence for delivery or performance. The Seller will not be liable in any circumstances for the consequences of any delay in delivery or performance or failure to deliver or perform. No delay shall entitle the Buyer to reject any delivery or performance or any further installment of part of the order or any other order from the Buyer or to repudiate the contract or the order.
8. **WARRANTY, LIMIT OF RESPONSIBILITY:** Seller's liability for any and all losses or damages to Buyer resulting from defective goods or from any other cause shall not exceed in all cases the net sales price of the particular goods, with respect to which losses or damages are claimed, plus any transportation charges paid by Buyer for shipment of the goods to Buyer, OR, at the Seller's option, its liability shall be limited to the repair or replacement of defective or damaged goods. Transportation charges for the return of

goods shall be paid by Seller only if such return is requested by Seller. For the avoidance of any doubt, Goods shall not be returned to Seller without Seller's prior written consent. Seller shall in no event be liable for any indirect or consequential damages or losses. Buyer assumes responsibility for and shall indemnify Seller against liability for any personal injury and/or property damage arising out of the handling, possession or use of the goods by the Buyer. Apparent defects must be notified in writing no later than within one week of the day of delivery. Hidden defects must be notified in writing by the Buyer no later than one week after their discovery. The Buyer shall be obliged to provide the Seller with a detailed written description of the defects to which it is objecting. If the notice of defects is not forthcoming or if it is late, the Buyer shall forfeit its claims due to any existing defects in the object of sale. This shall however, under no circumstances, imply waiver of the Buyer's compliance with the obligation to give notification of defects. The Buyer shall also be obliged to accept delivery in cases in which the goods have only minor defects.

**9. INFORMATION AND RECOMMENDATIONS:** Seller assumes no liability for any advice, information, recommendations or assistance of whatever nature or results obtained therefrom ("Information"). Seller makes no representations or warranties as to the completeness or accuracy of the Information which is supplied upon the condition that Buyer and/or any persons receiving the Information shall make their own determination as to its suitability for their purposes prior to use. All such Information is given by Seller and accepted by the Buyer at Buyer's risk. No representations or warranties, either express or implied, of merchantability, fitness for a particular purpose or of any other nature are made hereunder with respect to Information or the goods to which the Information refers.

**10. INDEMNIFICATION.** The Buyer agrees to defend and indemnify the Seller, its suppliers, other customers, users, and licensors, and each of their affiliates (as they may exist from time to time), employees, shareholders, officers, directors and agents ("Indemnified Parties"), from and against any and all losses, liability, demand, claim, damage, injury, loss of profits or expense (including attorneys' fees) arising out of or relating to: (a) any breach of Buyer's representations, warranties or obligations; (b) any act or omission by Buyer, its officers, employees or agents (including Buyer's subcontractors and their employees and agents).

**11. DAMAGE, SHORTAGE, OR LOSS IN TRANSIT:** Unless the contract otherwise stipulates, the risk in the Goods passes to the Buyer when the Goods are dispatched from the Seller's works and the Seller accepts no responsibility for any damage or loss in transit. Claims for damage or loss in transit should be made on the carrier and any conditions imposed by the carrier in relation to claims for damage or loss in transit should be complied with. Where the contract provides for delivery elsewhere than at the Seller's works, risk will pass at the point specified in the contract and the Seller will entertain a claim by the Buyer in respect of loss or damage in transit, only if the Buyer gives written notice to the Seller within 15 days of non-delivery or within 7 days of the delivery of the

Goods, in any other case and where the Goods are transported by an independent freight carrier, complies in all respects with the freight carrier's conditions of carriage for notifying claims for loss or damage in transit. All claims not made in writing and received by Seller within the time periods specified above shall be deemed to be waived. No claim will be allowed or returned goods accepted, if the goods have been treated or processed in any manner, except upon proof satisfactory to Seller of the existence of a latent defect not ascertainable before treating or processing and then only if such proof is submitted within seven (7) days after such defect becomes apparent but in no event later than 15 days after Buyer's receipt of the goods.

12. **DELAYED ACCEPTANCE:** If for any reason the Buyer is unable to accept delivery of the Goods when the Goods are due and ready for delivery, the Seller may arrange storage of the Goods at the Buyer's risk and the Buyer shall be liable to the Seller for the reasonable costs (including insurance) of such storage. This provision is without prejudice to any other right which the Seller may have in respect of the Buyer's failure to take delivery of the Goods or pay for them in accordance with the contract.

13. **TERMINATION:** If the Buyer enters into a deed of arrangement or commits an act of bankruptcy or compounds with his creditors or if a receiving order is made against him or (being a Company) it shall pass a resolution or the Court shall make an order that the Buyer shall be wound up (otherwise than for the purposes of amalgamation or reconstruction) or if a receiver (including an administrative receiver) shall be appointed for any of the assets or undertaking of the Buyer or if circumstances shall arise which entitle the Court or a creditor to appoint a receiver (including an administrative receiver) or a manager or which entitle the Court to make a winding up order or if the Buyer takes or suffers any similar action in consequence of debt or if the financial responsibility for the Buyer shall, in the opinion of the Seller become impaired or if the Buyer shall commit any breach of any part of the contract, the Seller may without prejudice to its rights and remedies hereunder stop all Goods in transit and suspend further deliveries and by notice in writing to the Buyer may forthwith determine the fate of the contract.

14. **JOB WORK :** Hire work and work involving the use of the Buyer's materials is undertaken by the Seller only on the express understanding that the Seller cannot be responsible for any distortion, faults or defects which appear or develop during, or are caused by the work, however arising, even resulting from any fault or negligence or mistake of the Seller. The Seller gives no guarantee or warranty of any kind but subject to the availability of capacity and facilities it will endeavour to correct any such distortion, faults or defects at the Buyer's expense and risk. The Seller shall not in any circumstances be liable for damages, compensation, costs, expenses, losses or other liabilities, whether direct or consequential and any other remedy which would otherwise be available in law is hereby excluded, except to the extent that such exclusion is prohibited by law. Unless it is otherwise expressly agreed in writing any waste material resulting from the performance of any hire work shall become the property of the Seller but it is herein expressly agreed between the Seller and the Buyer that the Seller may at any time order the Buyer to remove any such waste

material and the Buyer hereby agrees that on receipt of any such order from the Seller it will forthwith comply with such order. The Buyer agrees that it will reimburse the Seller for any damage caused to any plant or machinery of the Seller by the material supplied by the Buyer to the Seller. The Seller will have a lien on all the Buyer's Goods and materials in possession of the Seller for hire work in respect of all sums owing to the Seller for such hire work.

15. **SUB-CONTRACTING:** The Seller shall be entitled to sub-contract any work relating to the contract without obtaining the consent of, or giving notice to the Buyer.

16. **ASSIGNMENT:** None of the rights or obligations of the Buyer under the contract may be assigned or transferred in whole or in part without the prior written consent of the Seller.

17. **BANKRUPTCY.** If either party becomes insolvent, is unable to pay its debts when due, files for or is the subject of involuntary bankruptcy, has a receiver appointed or has its assets assigned, the other party may cancel any unfulfilled obligations hereunder without liability for such cancellation.

18. **HEALTH AND SAFETY AT WORK ETC:** The Buyer agrees to pay due regard to any information supplied by the Seller and relating to the use for which the Goods are designed or have been tested or concerning conditions necessary to ensure that they will be safe and without risk to health at all times when they are being set, used, cleared or maintained by any person at work, and the Buyer undertakes to take such steps as may be specified by the above information to ensure that as far as reasonably practicable the Goods will be safe and without risk to health at all times as are mentioned above.

19. **CONFIDENTIALITY:** All information furnished or made available by Seller to Buyer in connection with the Products or Services shall be held in confidence by Buyer. The Buyer will not use (directly or indirectly), or disclose to others, such information without Seller's prior written consent. These obligations will not apply to any information that: (a) at the time of disclosure was or thereafter becomes generally available to the public by publication or otherwise through no breach by Buyer of any obligation herein; (b) Buyer can show by written records was in Buyer's possession prior to disclosure by Seller; or (c) is legally made available to Buyer by or through a third party having no direct or indirect confidentiality obligation to Seller with respect to such information. Buyer agrees that it will not make use of, either directly or indirectly, any of the Confidential Information that it receives or has received from Seller, other than for the purpose for which the Confidential Information has been disclosed.

20. **COMPLIANCE:** The Buyer shall observe and comply with all applicable laws, orders, ordinances, notifications, rules and regulations, relating to the sale and use of goods.

21. **NOTICES:** Any notice, direction or other information required or permitted to be given

by either party under the sales agreement shall be deemed to have been validly given if served to the party in writing via e-mail, fax or via postal service.

22. **MISCELLANEOUS:** All copyrights, design copyrights and other intellectual property rights subsisting in the Seller's product shall remain the property of the Seller and / or any of its parents or subsidiary companies, and the goods shall not be copied or otherwise reproduced, without the prior written consent of the Seller.

23. **DISPUTES:** Any dispute that arises under, or is related to any contract that cannot be settled by mutual agreement between the Buyer and Seller may be decided by a court of competent jurisdiction. Pending final resolution of any dispute, Buyer shall proceed with performance of this Contract according to the Seller's instructions, so long as Buyer continues to pay amounts not in dispute.

24. **SURVIVAL:** Any provisions in the Terms which, by their nature, extend beyond the termination or expiration of any sale of Products or Services, will remain in effect until fulfilled.

25. **SEVERABILITY:** If any provision herein is held to be unlawful or unenforceable, the remaining provisions herein will remain in effect.

26. **APPLICABLE LAW - ENTIRE AGREEMENT:** This contract is to be construed according to the laws of the State of Illinois, USA.