

Parafix Tapes & Conversions Ltd. Conditions of Purchase

1. INTERPRETATION

1.1 In these Conditions:

"Buyer" means Parafix Tapes & Conversions Ltd.

"Conditions" means the standard conditions of purchase set out in this document;

"Order" means the Buyer's purchase order to which these Conditions are annexed;

"Services" means the services (if any) described in the Order;

"Goods" means the goods (including any instalment of the goods or any part of them) described in the Order;

"Contract" means the contract for the sale and purchase of the Goods and the supply and acquisition of the Services on the Conditions;

"Delivery Address" means the address stated on the Order;

"Price" means the price of the Goods and/or the charge for the Services;

"Seller" means the person so described in the Order;

"Specification" includes any plans, drawings, data or other information relating to the Goods or Services;

"Writing" includes e-mail, facsimile transmission or any other compatible means of communication.

1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. BASIS OF PURCHASE

2.1 The Order constitutes an offer by the Buyer to purchase the Goods and/or acquire the Services subject to the Conditions.

2.2 These Conditions shall apply to the Contract to the exclusion of any other terms and conditions on which any quotation has been given to the Buyer or subject to which the Order is accepted or purported to be accepted by the Seller.

2.3 The Buyer reserves the right to cancel the Order unless unconditionally accepted by the Seller in writing within 10 days of the date of the order.

2.4 No variation to the Order or these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller.

3. SPECIFICATIONS

3.1 The quantity, quality and description of the Goods and the Services shall, subject as provided in these Conditions, be as specified in the Order and/or in any applicable Specification supplied by the Buyer to the Seller or agreed in Writing by the Buyer and the Seller.

3.2 Any Specification supplied by the Buyer to the Seller or specifically by the Seller for the Buyer, in connection with the Contract together with the copyright, design rights or any other intellectual property rights in the Specification, shall be the exclusive property of the Buyer. The Seller shall not disclose to

any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Seller, or as required for the purpose of the Contract.

3.3 The Seller shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods and the performance of the Services.

3.4 The Seller shall not unreasonably refuse any request by the Buyer to inspect and test the Goods during manufacture, processing or storage at the premises of the Seller or any third party prior to dispatch. The Seller shall provide the Buyer with all facilities reasonably required for inspection and testing.

3.5 If, as a result of inspection or testing, the Buyer is not satisfied that the Goods will comply in all respects with the Contract, and the Buyer so informs the Seller within 7 days of inspection or testing, the Seller shall take such steps as are necessary to ensure compliance.

3.6 The Goods shall be marked in accordance with the Buyer's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.

4. PRICE OF GOODS AND SERVICES

4.1 The Price of the Goods and the Services shall be as stated in the Order and, unless otherwise so stated shall be:

4.1.1 exclusive of an applicable value added tax (which shall be payable by the Buyer subject to receipt of a VAT invoice); and

4.1.2 inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Delivery Address and any duties, imposts or levies other than value added tax.

4.2 No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of the Buyer in Writing.

4.3 The Buyer shall be entitled to any discount for prompt payment, bulk purchase, or volume of purchase customarily granted by the Seller, whether or not shown on its own terms and conditions of sale.

5. TERMS OF PAYMENT

5.1 The Seller shall be entitled to invoice the Buyer on or at any time after delivery of the Goods or performance of the Services, as the case may be and each invoice shall quote the number of the Order.

5.2 Unless otherwise stated in the Order, the Buyer shall pay the Price of the Goods and the services within 60 days after the end of the month of receipt by the Buyer of a valid invoice or after acceptance of the Goods or Services in question by the Buyer whichever is the later.

5.3 The Buyer shall be entitled to set off against the Price any sums owed to the Buyer by the Seller.

6. DELIVERY

6.1 The Goods shall be delivered to and the Services shall be performed at the Delivery Address on the date or within the period stated in the Order, in either case during the Buyer's usual business hours.

6.2 Where the date of delivery of the Goods or performance of the Services is to be specified after placing of Order, the Seller shall give the Buyer reasonable notice of the specified date.

6.3 The time of delivery of the Goods and of performance of the Services is of the essence of the Contract.

6.4 A packing note quoting the number of the Order must accompany each delivery or consignment of the Goods and must be displayed prominently.

6.5 If the Goods are to be delivered or the Services are to be performed by instalments, the Contract will be treated as a single contract and not severable.

6.6 The Buyer shall be entitled to reject any Goods delivered which are not in accordance with the Contract, and shall not be deemed to have accepted any Goods until the Buyer has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent.

6.7 The Seller shall supply the Buyer in good time with any instructions or other information required enabling the Buyer to accept delivery of the Goods and performance of the Services.

6.8 The Buyer shall not be obliged to return to the Seller any packing or packing materials for the goods, whether or not any Goods are accepted by the Buyer.

7. RISK AND PROPERTY

7.1 Risk of damage to or loss of the Goods shall pass to the Buyer upon delivery to the Buyer in accordance with the Contract.

7.2 The property in the Goods shall pass to the Buyer upon delivery, unless payment for the Goods is made prior to delivery when it shall pass to the Buyer once payment has been made and the Goods have been appropriated to the Contract.

8. WARRANTIES AND LIABILITY

8.1 The Seller warrants to the Buyer that the Goods:

8.1.1 will be of satisfactory quality and fit for the purpose held out by the Seller or made known to the Seller in Writing at the time the Order is placed;

8.1.2 will be free from defects in design, material and workmanship;

8.1.3 will correspond with any relevant Specification or sample; and

8.1.4 will comply with all statutory requirements and regulations relating to the Sale of the Goods;

8.2 The Seller warrants to the Buyer that their Services will be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality as it is reasonable for the Buyer to expect in all the circumstances.

8.3 Without prejudice to any other remedy, if the Goods or Services are not supplied or performed in accordance with the Contract, then the Buyer shall be entitled:

8.3.1 to require the Seller to repair the Goods or to supply replacement Goods or Services in accordance with the Contract within 7 days; or

8.3.2 at the Buyer's sole option, and whether or not the Buyer has previously required the Seller to repair the Goods or to supply any replacement Goods or Services, to treat the Contract as

discharged by the Seller's breach and require the repayment of any part of the Price which has been paid.

8.4 The Seller shall indemnify the Buyer in full against all liability, loss, damage costs, claims and expenses (including legal expenses) awarded against or incurred or paid by the Buyer as a result of or in connection with:

8.4.1 breach of any warranty given by the Seller in relation to the Goods or Services;

8.4.2 any claim that the Goods infringe, or their use or resale infringes the patent, copyright, design right or trade mark or other intellectual property rights of any other person, except to the extent that the claim arises from compliance with any Specification supplied by the Buyer;

8.4.3 any liability under the Consumer Protection Act 1987 in respect of the Goods;

8.4.4 any act or omission of the Seller or its employees, agents or subcontractors in supplying, delivering and installing the Goods; and

8.4.5 any act or omission of any of the Seller's personnel in connection with the performance of the Services.

8.5 In respect of any injury, damage or loss caused to third parties or their property by the Goods there shall be no automatic right of indemnity due from the Buyer to the Seller. Any clause in the Seller's standard terms and conditions of sale purporting to establish a right of indemnity from the Buyer to the Seller in the event of any injury, damage or loss caused to third parties or their property, shall not be incorporated into this Contract.

Compliance with Laws. Seller will comply with all applicable international, federal, state and local laws, rules and regulations affecting the manufacture and sale of the Products. Upon request by Buyer, Seller will complete any applicable forms and certifications regarding its compliance with such regulations. In addition, if applicable,

Seller and its subcontractors shall abide by the requirements of 41 CFR Sections 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, colour, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, colour, religion, sex, national origin, protected veteran status or disability. The purchase order may also be subject to the following: Executive Order 13496 and implementing regulations at 29 CFR Part 471, Appendix A to Subpart A.

Export Regulations. Seller will maintain all required licenses, permits and registrations with governmental authorities and agencies, commercial registries, chambers of commerce or other offices. Seller will not export or re-export Products or any technical data relating to Products to any country in violation of applicable export control laws. If applicable, Seller shall provide Buyer with a copy of the U.S. Department of Commerce, Bureau of Export Administration, Export Control Number ("ECCN") or comparable number from any relevant foreign governmental agency, for any and all Products, software and technical data. Alternatively, Seller can provide Buyer with the ECCN or comparable number from any relevant foreign governmental agency, certified by a knowledgeable technical/regulatory resource, with sufficient supporting technical parameters for Buyer to confirm the classification. A copy of any current or previously issued license, ruling substances greater than the concentration level listed on Common Scope's Restricted Substance List for the application listed. In the event that any Product to be supplied to Buyer is identified as hazardous pursuant to the OSHA Hazard Communication Standard (29 CFR Part 1910.1200) or any corresponding state law or local ordinance, Seller shall provide Buyer with a GHS Safety Data Sheet for such Product. For any changes to Seller's Products or materials that require an update to the information provided to Buyer, Seller must immediately send to Buyer an amended material or product declaration.

Conflict Minerals. Seller warrants and covenants that the Products and/or raw materials to be supplied to Buyer by Seller are in compliance with all terms and conditions set forth herein. Seller further warrants and covenants that all such Products and/or raw materials shall be "DRC Conflict Free" as that term is defined in Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and all implementing rules and regulations (collectively, the "Conflict Minerals Regulations"). Seller shall provide at no additional cost to Buyer all information reasonably necessary (as determined by Buyer in its sole discretion) to satisfy its obligations under the Conflict Minerals Regulations, if any, or to enable it to assist its direct or indirect customers to satisfy their obligations thereunder. At a minimum, no later than January 31 of each year, Seller shall provide to Buyer a completed Electronic Industry Citizenship Coalition-Global e-Sustainability Initiative (EICC-GeSI) Conflict Minerals Reporting Template (or such alternative reporting format as Buyer may from time to time designate) for each Product and/or raw material supplied by Seller to Buyer during the immediately preceding calendar year (a "Conflict Minerals Report"), and such other related information as Buyer shall reasonably request. Seller shall source from smelters validated as compliant to the CFS (Conflict Free Smelter) compliant list and provide the smelter names as indicated on the EICC-GeSI Conflict Minerals Reporting Template. Seller shall conduct all supply chain due diligence and prepare each such Conflict Minerals Report in good faith and as if the Conflict Minerals Regulations were directly applicable to Seller. Without limiting the generality of the foregoing, Seller shall (i) identify all Products and/or raw materials that contain Conflict Minerals, (ii) determine whether such Conflict Minerals are "necessary to the functionality or production" (as that phrase is used in the Conflict Minerals Regulations) of supplied Products and/or raw materials, (iii) determine whether such Conflict Minerals are from Recycled or Scrap Sources, (iv) identify the country of origin of the Conflict Minerals and disclose whether the Conflict Minerals originate in the Democratic Republic of Congo or an Adjoining Country, (v) determine whether the Conflict Minerals financed or benefited Armed Groups in the Democratic Republic of Congo or an Adjoining Country, (vi) disclose Seller's process for determining and verifying the information provided, and (vi) utilize a Nationally or Internationally Recognized Due Diligence Framework. Capitalized terms used in this Section 29, but not otherwise defined herein shall have the meanings given such terms in the Conflict Minerals Regulations. For any changes to Seller's Products or materials that require an update to the information provided to Buyer, Seller must immediately send to Buyer an amended EICC-GeSI Conflict Minerals Reporting Template.

RoHS, WEEE and REACH. At Buyer's request, Seller will certify its compliance with any directive or specific law, rule or regulation related to RoHS, WEEE, REACH or other environmental requirements applicable to Seller, including, without limitation, the EU Packaging Directive (EU 94/62/EC), EU Timber Regulation (No 995/2010), the US Lacey Act, the Stockholm Convention of 1998 on Persistent Organic Pollutants, the Montreal Protocol of September 1987 on Substances Depleting the Ozone Layer and the Basel Convention of 1989 on the Control of Transboundary Movements of Hazardous Wastes and their Disposal. In addition, Seller warrants and covenants that Seller's products comply with the RoHS Directive 2011/65/EU ("RoHS"), the WEEE Directive 2012/19/EU ("WEEE") and the REACH Directive EC/1907/2006 ("REACH") and that Seller is fully aware of its obligations under these Directives, including, but not restricted to the following: Not to violate the substance bans under RoHS; to demonstrate compliance with the requirements listed in Module A of Decision 768/2008/EC; to keep the Technical Documentation for 10 years after the last sale of the respective product to the Buyer; to affix, where applicable, the CE marking to the product; to make available required EU Declarations of Conformity; to provide Buyer, upon request and free of charge, with information about preparation for re-use and treatment; to maintain traceability records indicating part number, quantity and revision status of products for no less than 7 years. At Buyer's request, Seller will certify its compliance with any specific law, rule or regulation with which it must comply hereunder.

9. TERMINATION

9.1 The Buyer shall be entitled to cancel the Order in respect of all or part of the Goods and/or the Services by giving notice to the Seller at any time prior to delivery or performance in which event the Buyer's sole liability shall be to pay the Seller the Price for the Goods or Services in respect of which the Buyer has exercised its right of cancellation, less that Seller's net saving of cost arising from cancellation.

9.2 The Buyer shall be entitled to terminate the Contract without liability to the Seller by giving notice to the Seller at any time if:

9.2.1 the Seller makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being a company) becomes subject to an administration or goes into liquidation (otherwise that for the purpose of amalgamation or reconstruction); or

9.2.2 a receiver is appointed, of any of the property or assets of the Seller;

9.2.3 the Seller ceases, or threatens to cease, to carry on business; or

9.2.4 the Buyer reasonably apprehends that any of the above events is about to occur in relation to the Seller and notifies the Seller accordingly.

10. GENERAL

10.1 The Order is personal to the Seller and the Seller shall not assign or transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under the Contract.

10.2 Any notice required or permitted to be given by either party to the other under these conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

10.3 No waiver by the Buyer of any breach of the Contract by the Seller shall be considered as waiver of any subsequent breach of the same or any other provision.

10.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision shall not be affected thereby.

11. HEALTH AND SAFETY

11.1 The Seller shall comply with the requirements of UK and international legislation and agreements relating to the supply, packaging, labelling and carriage of hazardous goods.

11.2 The Seller shall ensure the Goods comply with current health and safety legislation and the legislation implementing any relevant EC Directive. The Buyer may require the Seller to show that the Goods bear a CE mark and may ask for a copy of the EC Declaration of Conformity.

12. LAW

12.1 The construction, validity and performance of the Contract shall be governed by the Law of England.

The Contract shall be deemed to have been made in England and the parties to the Contract hereby submit to the exclusive jurisdiction of the English Courts.