

GENERAL TERMS AND CONDITIONS OF POPPELMANN PLASTICS USA LLC

1. Scope and Validity

1.1 These General Terms and Conditions ("GTC") provide for the conclusion, content, performance and termination of contracts for the sale of products and provision of services by Poppelmann Plastics USA LLC ("Poppelmann").

1.2 These GTC shall be considered accepted if the purchaser ("Purchaser") of such products ("Products") and services ("Services") orders from Poppelmann and reference is made to them in an Offer, as defined herein, order confirmation, upon acceptance of the Products, or any other separate contractual agreement, whichever occurs first. Any terms and conditions of the Purchaser are explicitly excluded.

1.3 These GTC, together with all relevant documentation such as offers, estimates or quotations (including referenced documents) (collectively an "Offer") from Poppelmann, and all accepted orders placed by the Purchaser for the Products and Services along with any other order specific Poppelmann terms and conditions constitute the contract ("Contract") between Poppelmann and the Purchaser (collectively, the "Parties" and each individually a "Party"). The application of these GTC may only be varied by agreement in writing between the Parties.

2. Offer and Order

2.1 Offers given by Poppelmann are, unless stated otherwise in such documents, subject to these GTC.

2.2 An Offer submitted by Poppelmann is valid during the period specified in the Offer. If there is no respective information, an Offer remains open for acceptance by the Purchaser by placing an order within ten (10) business days from the date of the Offer. The Offer may be subject to amendment or alteration at any time by Poppelmann prior to Poppelmann's acceptance of a Purchaser's order.

2.3 If a Purchaser's order deviates from the Offer or the order confirmation provided by Poppelmann, the Offer or order confirmation, respectively, applies, unless the Purchaser objects, in writing, to Poppelmann within two (2) business days of the Purchaser receiving the order confirmation.

2.4 Orders are binding only if they are placed in writing or subsequently confirmed in writing. Electronic orders and order confirmations are considered equivalent.

2.5 An order placed by the Purchaser will form part of the Contract only when it has been received

and accepted by Poppelmann. Poppelmann's acceptance of any order lodged by the Purchaser may be in writing or by Poppelmann delivering the Products and/or providing the Services which are the subject of an order. However, any terms and conditions contained in any order or other document issued by the Purchaser will not form part of the Contract unless they are expressly signed and accepted by Poppelmann.

2.6 Once accepted by Poppelmann, orders may not be cancelled or varied by the Purchaser without the prior written consent of Poppelmann.

2.7 Poppelmann reserves the right to correct any errors or omissions in its Offers, order confirmations or invoices.

2.8 Purchaser shall bear all costs associated with the cancellation or modification of an order.

3. Sale of Products, Tools and Equipment

3.1 Subject to these GTC, Poppelmann agrees to sell the Products to the Purchaser.

3.2 Any dates or other specifications, unless explicitly agreed to by Poppelmann are only estimates, and subject to change at any time.

3.3 Unless otherwise set forth in an Offer, Poppelmann will sell the Products in accordance with its then current policies and prices.

3.4 Subject to the terms of a then current accepted order, Poppelmann or a commissioned third party on its behalf may provide tools and/or equipment for the Goods along with a one-time sampling to the Purchaser (collectively the "Tools").

3.5 Unless otherwise agreed to in writing, Poppelmann shall remain the sole owner of the Tools. Upon expiration or termination of a completed order, Poppelmann agrees to store the Tools for a period of two (2) years, whereafter Poppelmann, at its sole discretion, may dispose of the Tools. In the event the Tools are located on Purchaser's premises at the time of termination, Purchaser shall promptly make such Tools available for pick up by Poppelmann in good condition, wear and tear expected.

3.6 In case the Parties agree for Purchaser to obtain ownership of the Tools, title in the Tools remains with Poppelmann until all amounts due have been paid in full, in each case in good, collected and indefeasible funds and in accordance with the rights granted under Section 18.1.

3.7 If Purchaser fails to pay any outstanding amounts or neglects to collect any Tools on Poppelmann's premises, Poppelmann may withhold release of such Tools until Poppelmann receives full

payment of all amounts due. Notwithstanding the foregoing, Poppelmann may retain possession of any Tools and reserves the exclusive right of usage thereof even after transfer of title in particular for the purpose of producing parts.

3.8 Purchaser shall at its sole expense adequately insure and bear all costs for Tools purchased in accordance with Section 3.6 or any Other Tools, as defined herein.

3.9 If Purchaser provides to Poppelmann any tools, equipment or other instruments owned by Purchaser or a third party (collectively the "Other Tools"), Purchaser warrants that the Other Tools are provided to Poppelmann (a) free and clear of all encumbrances and liens of any kind; and (b) in accordance with authorization of the owner(s) of the Other Tools

3.10 Purchaser agrees that any additional samplings, or test and processing equipment not covered under Section 3.4 shall be separately charged in accordance with Poppelmann's then current price list, unless directly caused by Poppelmann's wrongful act or intentional omission.

3.11 From time to time and at its sole discretion, Poppelmann may offer other products to the Purchaser subject to relevant prices.

4. Provision of Services

4.1 If requested by Purchaser, separately agreed to in writing by Poppelmann and subject to compliance of all obligations set forth under Section 5, Poppelmann will provide Services.

4.2 By providing the Services, Poppelmann reserves the right to sub-contract the provision of Services or parts thereof to any other party or person or corporation as it may determine in its sole discretion. In such case, Poppelmann remains responsible to the Purchaser for the provision of Services by such third party.

4.3 If the work of an Poppelmann's employee is postponed or suspended by Purchaser, or is delayed or does not proceed with reasonable dispatch due to no fault of Poppelmann, Poppelmann may withdraw him/her or return any personnel to the job when needed and available, and any additional cost (including travel time and expenses) incurred by Poppelmann will be charged to the Purchaser.

4.4 Unless otherwise agreed by the Parties, each Poppelmann employee will present Purchaser at the end of each week, or at the completion of the job, a filled service report or invoice on which will be indicated the number of hours spent. Purchaser shall sign the field service report in the place indicated,

thus signifying approval of the time spent and material expense incurred on the job.

4.5 In addition to any fees for the Services, Purchaser shall also pay for any and all expenses incurred by Poppelmann and/or its employees in connection with or arising out of Purchaser's acts or omissions.

4.6 If Poppelmann determines, at its sole discretion, that the sale of Products and provision of Services will have detrimental effects, Poppelmann may suspend any Contract. Should Purchaser fail to cure any of its concerns, Poppelmann may, in addition to any other remedies available, including but not limited to Section 13, terminate the Contract.

5. Purchaser Obligations

5.1 Shipment of Products is contingent upon Poppelmann's satisfaction of Purchaser's full compliance of all applicable obligations.

5.2 Purchaser shall respond promptly to any Poppelmann request to provide direction, information, including but not limited to data and specifications, approvals, authorizations or decisions that are reasonably necessary for Poppelmann to perform Services in accordance with the requirements of the Contract.

5.3 Purchaser shall provide such materials or information as Poppelmann may request to carry out the Services in a timely manner and ensure that such materials or information are complete and accurate in all material respects.

5.4 Purchaser shall take any and all necessary actions to provide a safe work environment for Poppelmann's employees.

5.5 Within a reasonable time upon receipt of an order by a Purchaser, which complies with the requirements set forth herein, Poppelmann will provide a digital print proof to the Purchaser (each a "Print Proof"). Unless otherwise agreed to in writing, Poppelmann may, in its sole discretion, charge the Purchaser for creation and transmission of a Print Proof. Purchaser shall be solely responsible to ensure compliance of each Print Proof with its requirements and non-infringement of any third party rights. Any damages arising out of or relating to a Print Proof shall be sole responsibility of the Purchaser, which indemnifies, defends and hold harmless Poppelmann in accordance with Section 16.

5.6 In addition to any other requirements set forth hereunder and at Poppelmann's request, Purchaser shall return or destroy any information or property provided hereunder, including but not limited to samples, drawings and cost proposals. Purchaser shall provide a written acknowledgment

that all information has been returned or destroyed no later than five (5) business days after receipt of Poppelmann's request.

6. Purchaser's Acts or Omissions

If Poppelmann's performance under the Contract is prevented or delayed by any act or omission of Purchaser or its agents, subcontractors, consultants or employees, Poppelmann shall not be in breach of its obligations or otherwise liable for any costs, charges or losses sustained or incurred by Purchaser, in each case, to the extent arising directly or indirectly from such prevention or delay.

7. Shipments; Delivery; Acceptance, Risk of Loss

7.1 Unless otherwise agreed to in writing and subject to Purchaser's compliance with all obligations under the Contract, Poppelmann will supply the Products Free Carrier (FCA) at a designated Poppelmann location, or at its then current standard shipping rates, which are subject to change at any time for each order.

7.2 In addition to any shipping costs under Section 7.1 and unless otherwise agreed to by Poppelmann, Purchaser shall be solely responsible for all other costs arising out of the delivery of the Products, including but not limited to packaging, governmental fees and insurance.

7.3 Unless otherwise set forth in writing, Poppelmann, at the sole cost of the Purchaser, will pack and mark relevant Products and include customary shipment documentation.

7.4 Poppelmann will use reasonable endeavors to meet any shipping and/or delivery dates but such date or time is a bona fide estimate only and is not to be construed as a fixed date or time unless specifically agreed to by Poppelmann in writing.

7.5 Upon receipt and unless coordinated directly by Poppelmann and Purchaser's premises, Purchaser shall immediately inspect the Products but no later than three (3) days and notify Poppelmann of any defects or errors, including substantial deviations in writing. Otherwise, Poppelmann will deem the Products to be accepted. If after acceptance of the Products, Purchaser discovers latent defects and provides written notice thereof within three (3) business days, Poppelmann may remedy such defects subject to the terms and conditions of the Contract. For the avoidance of doubt, any non-material variations in the color or material characteristics of the Products, as well as positioning of any print(s) for Products and/or samples shall not be considered a defect or nonconformity.

7.6 Unless timely requested and separately agreed upon, Poppelmann will not provide insurance coverage or any other protection for the shipment or storage of Products.

7.7 Risk of loss or damage for all Products will pass to Purchaser upon Poppelmann making such Products available to a carrier regardless of the shipping method. In case of a delay at no fault of Poppelmann, risk of loss or damage for all Products will pass to Purchaser upon Poppelmann's readiness to ship.

7.8 From time to time and at its sole discretion, Poppelmann may make partial shipments of Products to the Purchaser.

7.9 Unless otherwise set forth in an accepted order, Poppelmann may make excess or short deliveries by up to ten percent (10%) of the ordered volumes of Products.

8. Remuneration

8.1 Unless otherwise agreed to in writing or set forth in an order confirmation, the prices for the Products and Services are based on the then current Poppelmann standards, excluding sales tax or any other tax, duty, levy or the like which may be added to the remuneration owed by the Purchaser.

8.2 If Purchaser requests quantities of Products in excess of those set forth in an Offer or order confirmation, Poppelmann may cancel such requests or charge the additional Products at its then current prices.

8.3 In accordance with the provision in Section 2.2 of these GTC, Poppelmann explicitly reserves the right at any time prior to accepting an order to alter, with notice in writing to the Purchaser, the price of the Products and/or Services.

9. Taxes

The Purchaser shall be responsible for payment of all taxes, including sales and use tax, inventory tax, duties, fees or other taxes of any nature assessed by governmental authorities applicable to the sale of Products and provision of Services hereunder.

10. Terms of Payment

10.1 Unless otherwise agreed between the Parties, all payments are due in full, payable to Poppelmann within thirty (30) days from the invoice date or the date when the Purchaser receives the invoices, whichever is earlier ("Due Date").

10.2 All payments must be received by the Due Date in a form acceptable to Poppelmann, even if the delivery of Products and provision of Services is delayed for reasons for which Poppelmann is not responsible or slight corrections are necessary.

Payment shall only be deemed received if the outstanding funds are disposable by Poppelmann.

10.3 Should the Purchaser fail to pay within the time frame specified in Section 10.1 of these GTC, Poppelmann may:

- a) impose a service charge on the unpaid balance at One Point Five Percent (1.5%) per month (i.e. 18 % per annum), or the maximum rate permitted by law, from the Due Date until the invoice and all service charges thereon have been paid in full. If allowed by applicable law, Purchaser shall also pay on demand any costs incurred by Poppelmann (including reasonable attorneys' fees and legal expenses) in connection with the collection of any amounts due from Purchaser to Poppelmann which are not paid as agreed herein;
- b) refuse to make any further deliveries under the Contract until the amount due has been fully paid; and/or
- c) treat the failure of the Purchaser to make payments as a repudiation of the Contract by the Purchaser if the amount due remains unpaid after providing seven (7) days' notice to the Purchaser of such breach and an opportunity to rectify the breach. Such repudiation shall entitle Poppelmann to elect, without prejudice to any other rights of Poppelmann, to terminate the Contract in whole or in part (including any order or part thereof) and, in either case, to recover damages for the breach of the Contract.

10.4 The Purchaser is not entitled to withhold any payment as set off, counterclaim or retention unless the terms and conditions of such set off or retention are agreed to in writing by Poppelmann prior to the provision of the Services.

10.5 In case Purchaser has incurred any services charges, Poppelmann, in its sole discretion, may credit any future payments first towards such charges as well as any other outstanding amount(s).

11. Force Majeure

11.1 Poppelmann shall not be held responsible for failure to perform or delay in performing any of its contractual obligations if such failure or delay is due to unforeseeable events beyond Poppelmann's reasonable control ("Force Majeure"), including but not limited to acts of God, war, insurrection, epidemics, sabotage, labor disputes, strikes, lock-outs, shortages of labor, interruption or delays in transportation, fire, explosion, equipment or machinery breakdown, failure or delays of Poppelmann's source of supply, shortage in material or energy, acts, orders or priorities of any government, embargo and any other cause whether

arising from natural causes, human agency or anything beyond the reasonable control of Poppelmann.

11.2 Poppelmann shall notify the Purchaser in writing within one (1) week following the occurrence of any event of Force Majeure citing this Section 11 in said notice and shall supply all relevant information about its effects on the performance of the Contract.

11.3 Unless otherwise agreed in writing between the Parties, if Poppelmann is unable to perform the Contract because of Force Majeure, Poppelmann is temporarily excused from performance while the incident of Force Majeure is occurring and shall perform as soon as reasonably possible after the incident ends. The duration of the incident of Force Majeure shall be added to the time of performance granted to Poppelmann. Poppelmann shall not be subject to damage claims.

11.4 In case the duration of Force Majeure exceeds two (2) months, the Parties will have the right to terminate the Contract immediately. Contractual obligations performed up to such date of termination shall be remunerated. If the purchase price has been paid by the Purchaser in full, Poppelmann will refund the fees paid less the accrued cost and expenses of the contractual obligations.

12. Place of performance

Unless otherwise agreed in writing between the Parties, Poppelmann's principal office is the place of performance.

13. Termination

13.1 In addition to any other remedies that Poppelmann may have in law, Poppelmann may terminate or suspend the Contract or any part thereof if the Purchaser:

- a) fails to pay any amount by the Due Date and such failure continues for fourteen (14) days after the Purchaser's receipt of a written notice demanding payment ("Notice of Demand") from Poppelmann;
- b) has not otherwise performed or complied with any of the terms and conditions of this Contract in whole or in part; and/or
- c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

13.2 If the Contract (or parts thereof) is terminated, as specified in Section 13.1 of these GTC:

- a) Poppelmann will have an immediate right to remove the Products from relevant premises;
- b) Purchaser shall return or destroy any and all information provided by Poppelmann; and

c) all other outstanding amounts owed to Poppelmann by the Purchaser as well as any costs arising out of damages from the return or retrieval of the Products shall be due and payable by the Purchaser on demand by Poppelmann, per the terms of the Notice of Demand from Poppelmann.

13.3 Poppelmann, in addition to any other rights of termination it has under this Contract may, at any time and for any reason, terminate the performance of Services for convenience by written notification within thirty (30) days. Written notification must be provided to Purchaser, stating that this Contract, or a specified part of this Contract, is terminated without any further obligations from Poppelmann. Such termination shall explicitly not constitute default.

14. Limited Warranty

14.1 ABSENT A SEPARATE WARRANTY ISSUED TO PURCHASER, POPPELMANN WARRANTS THAT THE PRODUCTS WILL CONFORM TO ANY DESCRIPTION CONTAINED IN THE RELEVANT OFFER OR ORDER CONFIRMATION (IF ANY) AND WITH THE STANDARD SPECIFICATION FOR THE PRODUCTS FOR A PERIOD OF TWELVE (12) MONTHS FROM THE DATE OF DELIVERY. PRODUCTS SHALL BE DELIVERED FREE FROM DEFECTS IN MATERIAL, WORKMANSHIP AND TITLE AND SERVICES SHALL BE PERFORMED IN A COMPETENT AND DILIGENT MANNER IN ACCORDANCE WITH ANY MUTUALLY AGREED SPECIFICATIONS.

14.2 SUBJECT TO LIMITATIONS SET FORTH UNDER SECTION 14.1, IF THE PRODUCTS SUPPLIED OR SERVICES PERFORMED BY POPPELMANN DO NOT SATISFY THE WARRANTIES SPECIFIED IN SECTION 14.1 HEREOF, THE PURCHASER SHALL PROMPTLY, BUT NO LATER THAN THREE (3) DAYS AFTER SUCH A DEFECT SHOULD HAVE BEEN KNOWN NOTIFY POPPELMANN IN WRITING. UPON INSPECTION OF THE PRODUCTS AND DETERMINATION THAT AN APPLICABLE DEFECT EXISTS, POPPELMANN SHALL, AT NO COST TO THE PURCHASER AND AT ITS OPTION:

a) REPAIR SUCH PRODUCTS; OR
b) SUPPLY A REPLACEMENT; OR
c) REFUND TO THE PURCHASER THE PORTION OF THE CONTRACT PRICE. IF POPPELMANN DETERMINES THAT NO APPLICABLE DEFECT EXISTS, PURCHASER AGREES TO REIMBURSE POPPELMANN FOR ANY AND ALL COSTS ARISING OUT OF OR RELATING TO ITS WARRANTY CLAIM. THIS WARRANTY DOES NOT EXTEND TO INCLUDE POPPELMANN'S LABOR COSTS.

14.3 THE WARRANTY DOES NOT APPLY IN RESPECT OF DEFECTS DUE TO OR ARISING FROM:

a) INCORRECT OR NEGLIGENT HANDLING BY THE PURCHASER OR A THIRD PARTY, INCLUDING ANY

CHANGES TO ALLEGEDLY DEFECTIVE PRODUCTS, DISREGARD OF INSTRUCTIONS, ACCIDENT, NEGLIGENCE, ACTS OF GOD, CAUSES BEYOND POPPELMANN'S CONTROL, AND UNAUTHORIZED USAGE OF THE PRODUCTS;

b) NORMAL WEAR AND TEAR; AND

c) ANY ACTIONS WHICH ARE IN CONFLICT WITH POPPELMANN'S INSTRUCTIONS.

14.4 IN CASE POPPELMANN DISCOVERS A DEFECT IN THE PRODUCTS, PURCHASER SHALL GRANT POPPELMANN ALL NECESSARY ACCESS TO THE PRODUCTS TO PERFORM ANY REPAIRS OR REPLACEMENTS.

14.5 WITH REGARDS TO SERVICES, THIS EXPRESS WARRANTY ONLY APPLIES IF:

a) DEFECTS OCCUR WITHIN THIRTY (30) DAYS AFTER THE SERVICES HAVE BEEN PERFORMED;

b) POPPELMANN IS NOTIFIED IN WRITING WITHIN FIVE (5) BUSINESS DAYS OF THE ALLEGED DEFECT FIRST COMING TO THE NOTICE OF THE PURCHASER; AND

c) THE PURCHASER HAS FULFILLED ALL OF ITS CONTRACTUAL OBLIGATIONS UNDER THE CONTRACT.

14.6 IN CASE THE PRODUCTS CONTAIN ANY THIRD PARTY PARTS, POPPELMANN WARRANTS SUCH PARTS ONLY TO THE EXTENT OF SUCH THIRD PARTY'S WARRANTY.

14.7 NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, ANY SAMPLES, DRAWINGS OR OTHER MATERIALS MADE AVAILABLE TO PURCHASER ARE PROVIDED "AS IS" AND ANY COMPLIMENTARY SERVICES WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND.

14.8 THE EXPRESS WARRANTIES AND EXPRESS REPRESENTATIONS OF POPPELMANN SET FORTH IN THESE GTC ARE IN LIEU OF, AND POPPELMANN DISCLAIMS, ANY AND ALL OTHER WARRANTIES, CONDITIONS OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE SERVICES HEREUNDER, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NONINFRINGEMENT, INCLUDING FOR INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, MERCHANTABILITY OR FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE, WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE. POPPELMANN HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO ANY PERSON OTHER THAN PURCHASER.

15. Limitation of Liability

15.1 NOTWITHSTANDING ANYTHING ELSE CONTAINED IN THE CONTRACT TO THE CONTRARY,

POPPELMANN SHALL NOT BE LIABLE (TO THE FULLEST EXTENT PERMITTED AT LAW) WHETHER BY WAY OF INDEMNITY, GUARANTEE, OR BY REASON OF ANY BREACH OF CONTRACT, OR OF STATUTORY DUTY OR BY REASON OF TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR ANY OTHER LEGAL PRINCIPLE OR DOCTRINE FOR:

a) ANY CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES;

b) ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE OR LOSS OF ANTICIPATED SAVINGS OR FOR ANY FINANCIAL OR ECONOMIC LOSS (WHETHER DIRECT OR INDIRECT) OR FOR ANY CONSEQUENTIAL OR INDIRECT LOSS OR DAMAGE WHATSOEVER; OR

c) ANY OTHER AMOUNT IN AGGREGATE WITH ANY OTHER LIABILITY (BEING ANY PAST, PRESENT OR FUTURE LIABILITY) TO WHICH THIS SECTION APPLIES, THAT EXCEEDS THE AGGREGATE VALUE OF ALL PAYMENTS OF THE AMOUNTS PAID TO POPPELMANN FOR A RELEVANT ORDER.

15.2 THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

16. Indemnity

The Purchaser shall indemnify and keep Poppelmann harmless against all costs, claims, demands, expenses and liabilities of any nature, including, without prejudice to the generality of the foregoing, claims of death, personal injury, damage to property and consequential loss (including loss of profit), which may be made against Poppelmann or which Poppelmann may sustain, pay or incur as a result of or in connection with the sale of the Products and provision of the Services unless such costs, claims, demands, expenses or liabilities are directly and solely attributable to any willful misconduct or gross negligence of Poppelmann or its duly authorized employee or agent.

17. Insurance

Purchaser shall, at its sole expense, maintain and carry all relevant insurance in full force and effect with insurance companies rated A- or better by a rating service. Insurance includes but is not limited to a comprehensive general liability insurance for a limit of One Million US Dollars (USD 1,000,000) for each occurrence and Two Million US Dollars (USD 2,000,000) in the aggregate. Upon Poppelmann's request, Purchaser shall provide Poppelmann with a certificate of insurance from Purchaser's insurer evidencing the insurance coverage specified in this Section 17. Purchaser shall provide Poppelmann with thirty (30) days' advance written notice in the event of a cancellation or material change in Purchaser's

insurance policy. Except where prohibited by law, Purchaser shall require its insurer to waive all rights of subrogation against Poppelmann's insurers and Poppelmann.

18. Intellectual Property Rights/Retention of Title

18.1 Intellectual property rights (copyrights, patent rights etc.) remain with Poppelmann or third parties. Purchaser shall not reverse-engineer, decompile, disassemble or any other way alter the Products without Poppelmann's prior written consent.

18.2 Purchaser is granted a non-exclusive and non-transferable right to use the intellectual property rights for the agreed purpose in the Contract.

18.3 Purchaser (a) agrees that title in the Products remains with Poppelmann until all amounts due have been paid in full, in each case in good, collected and indefeasible funds (the "Release Date"); and (b) acknowledges that, until the Release Date, Purchaser is in possession of the Products for and on behalf of Poppelmann as a bailee.

18.4 As security for all of Purchaser's obligations hereunder, Purchaser grants to Poppelmann a security interest in (a) all Products purchased in accordance with these GTC; (b) without in any way limiting any restrictions herein, any and all leases, chattel paper, instruments, accounts and security deposits relating in any way to such Products; and (c) in all proceeds thereof (the "Collateral"). Purchaser acknowledges that the security interest granted under these GTC is a purchase money security interest under the Uniform Commercial Code as enacted in the State of North Carolina ("UCC").

18.5 Poppelmann expressly authorizes, ratifies and confirms past or future filings of one or more UCC financing statements or other documents by Poppelmann or its designees to the extent deemed necessary or desirable by Poppelmann. Such financing statements or documents may describe the Collateral in the manner in which Poppelmann determines best protects Poppelmann's interests in the Collateral and facilitates the future sale of Products.

18.6 Purchaser shall not sell, pledge, transfer or assign the Products (for security or otherwise) until the Release Date without Poppelmann's written consent.

18.7 Until the Release Date, Purchaser shall (a) carefully maintain, and insure the Products; (b) protect such Products against any risks; and (c) take all reasonable measures in order that Poppelmann's

rights and interests in such Products are neither compromised nor cancelled.

18.8 In the event of a breach, Poppelmann may utilize any remedies available to it at law or in equity. In all cases, Purchaser will be responsible for Poppelmann's costs and expenses in exercising its rights.

19. Confidentiality

19.1 Both Parties shall treat in strict confidence all information provided by a Party, which is neither generally known nor generally accessible, and shall use it only for the purpose of fulfilling the Contract. The Parties shall ensure the confidential treatment of all information relating to the Contract by their personnel and consulted specialists. In case of doubt, all information provided by a Party is to be treated confidentially.

19.2 Confidential information of a Party does not include information which:

- a) was already known to the other Party, before it was made accessible by the disclosing Party;
- b) is or becomes generally known without the other Party's responsibility;
- c) was disclosed to the other Party by a third party without any transfer restriction;
- d) was developed by the other Party itself without using or referring to the confidential information of the protected Party; and/or
- e) has to be disclosed based on a legally binding decision of a court, administrative or other authority. In this case the Party under the obligation to disclose shall inform the other Party immediately about the decision and consider protective measures the other Party may want to implement.

19.3 This obligation of confidentiality already exists prior to the conclusion of the Contract and remains valid for a period of five (5) years from the disclosure or completion of the underlying order, whichever is later. Notwithstanding the foregoing, any information concerning a Party's trade secret shall be kept confidential as long as such a trade secret remains valid and protected by applicable law.

19.4 A Party must not disclose any confidential information to a third party without the prior written approval of the other Party to the Contract. If the approval is given, the obligations of confidentiality are to be transferred to the receiving third party.

19.5 Notwithstanding Section 19.4 of these GTC, Poppelmann may disclose confidential information to its affiliates, enlisted specialists (lawyers, auditors, experts) and any other party requiring such information for the fulfillment of the Contract, including but not limited to toolmakers, suppliers,

and any other service providers, provided such party's will seek to keep confidential the relevant information in a similar manner as set forth herein.

19.6 Without written approval of Poppelmann, the Purchaser may not advertise the fact that a collaboration between the Parties exists or existed, and may not give Poppelmann as a reference.

20. Data Protection

20.1 The Purchaser agrees to carry out such steps as may be necessary to reasonably ensure adequate data protection, corresponding with respective applicable law. In particular, Purchaser undertakes to take economically, technically and organizationally reasonable measures to protect any data connected or relating to the Contract.

20.2 The Purchaser transfers the commitments specified in this Section 20 to its subcontractors, suppliers and other third parties enlisted for the fulfillment of the Contract.

21. Compliance

21.1 The Purchaser agrees to comply with any and all applicable laws, regulations, ordinances, legal standards, and industry practices.

21.2 Without limiting the obligations under Section 21.1, if the Products are intended for foodstuffs or similar usages, Purchaser shall ensure their suitability for such utilization and be solely responsible for any damages arising therefrom.

22. Miscellaneous

22.1 Assignment. Purchaser shall not assign any of its rights under the Contract, except with the prior written consent of Poppelmann. The preceding sentence applies to all assignments of rights, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law or any other manner. Any change of control transaction is deemed an assignment hereunder. Any purported assignment of rights in violation of this Section 22.1 is null and void.

22.2 Notices. Unless notice specifically allows email as provided in such section, all communications or notices required or permitted by the Contract shall be in writing and shall be deemed to have been given (a) on the date of personal delivery to an officer of or personally to the other Party, or (b) the day following deposit when properly deposited for overnight delivery with a nationally recognized commercial overnight delivery service, prepaid, and addressed as provided in the Contract, unless and until either of such Parties notifies the other in accordance with this Section 22.2 of a change of address.

22.3 Waiver. No waiver by Poppelmann of any of the provisions of the Contract is effective unless

explicitly set forth in writing and signed by Poppelmann. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Contract operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

22.4 Survival. Provisions of the GTC, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of the Contract, including but not limited to Sections 16, 19, 20, 21 and 22.

22.5 No-Third Party Beneficiaries. The Contract is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of the GTC and/or Contract.

22.6 Governing Law and Dispute Resolution.

(a) Any claims, disputes or controversies arising between the Parties hereunder shall be governed by and construed in accordance with the internal laws of the State of North Carolina, without regard to conflicts of laws that would require the application of the laws of another jurisdiction.

(b) The Parties shall attempt to resolve any dispute, controversy, or claim arising under or relating to the Contract, or to a material breach, including its interpretation, performance, or termination. If the Parties do not reach settlement within a period of twenty (20) days, the Parties hereto shall submit the dispute to mediation on the terms and at a location determined by the Parties. If the Parties are unable to resolve a dispute through the methods outlined herein, either Party may refer the dispute to arbitration. The arbitration shall be conducted in accordance with the Commercial Rules of the American Arbitration Association, which shall administer the arbitration and act as appointing authority. The arbitration, including the rendering of the decision and/or award, shall take place in Claremont, North Carolina or any other location determined by the Parties, and shall be the exclusive forum for resolving the dispute, controversy, or claim. The arbitrator shall make the final determination as to any discovery disputes between the Parties. The award or decision of the arbitrator shall state the reasons upon which the award or decision is based, and shall be final and binding upon the Parties. The prevailing party shall be entitled to compensation for

the expense of the arbitration, including, but not limited to, the award of reasonable attorneys' fees, at the discretion of the arbitrator. Both Parties waive their right to any appeal under any system of law. The award shall be enforceable before any court of competent jurisdiction upon the application to such court by either Party. The arbitrator shall have no authority to award any of the types of damages excluded by hereunder, and shall be so instructed by the Parties. Notwithstanding anything to the contrary herein, any Party may seek injunctive relief against the other Party with any court of proper jurisdiction with respect to any and all preliminary injunctive or restraining procedures pertaining to this Agreement or the breach of any relevant obligations, including but not limited to Section 19.

22.7 Entire Agreement. The Contract along with all terms of current and future project specific agreements executed by the Parties referencing these GTC, contain the entire agreement between the Parties with respect to the sale of Products and provision of Services. In case of any discrepancies and unless agreed to in writing by both Parties, the terms of the Contract supersede any other project specific agreement(s).

22.8 Independent Contractor. For the purpose of the Contract, Poppelmann is an independent contractor and nothing in herein shall be deemed to make Poppelmann an agent, employee, partner, or joint venturer of Purchaser. Neither Party shall have any authority to bind, commit, or otherwise obligate the other Party in any manner whatsoever.

22.9 Severability. Should any provision of the GTC and/or Contract be deemed incomplete, legally invalid or unenforceable, such provision may be severed from the GTC and/or Contract and be replaced by as closely an equivalent effective provision as possible. The remaining terms of the GTC and/or Contract shall remain in full force and effect.

22.10 Amendments. The GTC may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of Poppelmann.

**Poppelmann Plastics USA LLC, Claremont, NC
May 2023**