

General Terms and Conditions of Supply of Gerresheimer Mornignies S.A.

1. Quotation and conclusion of contract

- 1) The terms and conditions below apply exclusively to all quotations and orders. These terms and conditions shall only apply in respect of merchants in the sense of Article 1 of the Belgian Commercial Code (Code de Commerce). We shall not acknowledge the validity of customers' terms and conditions, even if we have not expressly repudiated their application.
- 2) Our quotations are not binding and subject to change without prior notice. The contract shall not take effect until we have confirmed the order, unless a contract has otherwise already been concluded in writing or the contract has been executed without confirmation.
- 3) In the absence of any agreements in writing to the contrary all arrangements made between us and the customer for the purposes of the implementation of our contractual relationship are included in these Terms and Conditions.
- 4) We shall reserve title and copyright in respect of illustrations, drawings, calculations and other documentation. This principle shall apply in particular to any such documentation in writing which is designated "confidential". The customer must obtain our express consent in writing before these are passed to third parties.

2. Scope of performance obligation

- 1) The scope of services shall be governed by our written order confirmation or our invoice. Delivery dates shall not be binding unless they are expressly designated as binding. If the customer is required to furnish moulds, armouring (reinforcing) elements or other items, the period for delivery shall not commence until and unless same have been received. Delivery shall be made in accordance with the standard specifications or with the specifications as agreed.
- 2) The provision of samples, quality specifications and product specification sheets of any kind shall not constitute any guarantee of quality or of durability, nor may it be interpreted as such.
- 3) We shall be entitled, with due consideration for the circumstances in the individual instance, to provide partial deliveries. The invoices issued in respect thereof shall be due and payable irrespective of the progress made on the delivery of the products as a whole.
- 4) Due to the technical conditions of production and the impossibility to reach at any time the congruence of the order quantities with the manufactured quantities (production volumes) we reserve, especially with regard to customized Products, the right to deliver quantities of Product deviating from those quantities which were ordered by the Customer. Insofar, the following tolerance limits with regard to the production volumes will apply:
In case of ordered production volumes of up to 100,000 pcs. of Product: $\pm 20\%$
In case of ordered production volumes from 100,001 pcs. of Product onwards: $\pm 10\%$
The Customer is obliged to accept the aforementioned quantity variances and to take delivery of and pay (pursuant to the provisions in the respective supply agreement) for the quantities produced and delivered.
Regardless of and notwithstanding the tolerance limits described above, quantity variances of up to $\pm 10\%$ (released (call-off) quantities compared to the delivery quantities actually effected e.g. by truck loads insofar) will be admissible in case of any and each call-off (e.g. within a framework supply agreement).
- 5) Similarly, customary variances in dimensions, content, weight and colour tone arising as a consequence of the manufacturing process shall be permissible. The supplier shall exercise due diligence in the provision of information on dimensions and weights.
- 6) If the customer rescinds an order already issued without due cause, we shall be entitled to claim an amount equivalent to 15% of the selling price in respect of the costs incurred in processing the order and of loss of profit. We shall reserve the right to claim any loss actually incurred in excess of this figure.
- 7) In the absence of an agreement in writing to the contrary, all goods shall be delivered and all of the prices we have quoted shall be interpreted as "ex works" (Incoterms 2000).
- 8) We shall not pay any compensation in the event of loss of or damage to samples or models sent to us by the customer.
- 9) Notwithstanding any warranty claims which may be existing, the customer must take delivery without undue delay of any items supplied, even if they are defective.

3. Delivery period

- 1) The commencement of the delivery period we have set shall be contingent upon clarification of any technical issues. Compliance with our supply obligation shall also be dependent upon the customer's prompt and due fulfillment of its obligations.
- 2) Should the customer delay acceptance or if it is culpable in violation of any other cooperation obligations, we shall be entitled to demand compensation in respect of the loss we have incurred as a consequence, including any additional expenses.
- 3) If and to the extent that the conditions of Section 3 par. 2) are fulfilled, the risk of accidental loss or of accidental deterioration of the item purchased shall pass to the customer on the date upon which the latter entered into default of acceptance or into debtor's delay at the latest.

4. Price and payment

- 1) Prices are net prices plus VAT at the statutory rate as at the date upon which the invoice was drawn up. If and to the extent that it has been agreed in the individual instance that the goods will be delivered to the customer or to other locations, the customer shall bear the costs of transport, packaging and insurance.
- 2) We reserve the right, once the customer has been duly notified and before the goods have been delivered, to increase the price of the goods by that sum rendered necessary as a consequence of general price changes beyond our control (such as exchange rate fluctuations, currency formalities, changes to customs duty, significant increases in materials or manufacturing costs) or made necessary by changes to our arrangements with our (sub-)contractors.
- 3) Bills of exchange and cheques shall be accepted on account of performance by prior agreement and on condition of discountability only. The customer shall assume all of the expenses incurred in redemption of bills of exchange, transfers and cheques.
- 4) In the event of late payment, default interest shall be charged at the rate set down in the Belgian Act of 2 August 2002 to combat late payments in business transactions, subject however to a minimum of 8% p.a. We shall reserve the right to claim compensation in respect of any additional losses arising as a consequence of default.
- 5) All sums due shall become due and payable immediately in the event of non compliance with the payment conditions or if circumstances are identified which have an adverse effect upon the customer's creditworthiness, such as illiquidity, insolvency, protests at a bill of exchange or enforcement measures. In such an event, we shall be entitled to insist that all goods and services still outstanding shall be provided in return for advance payment or against a security only or, if a reasonable extension expires without any results, to rescind the contract and to demand compensation. Any more extensive statutory rights shall remain unaffected hereby.
- 6) The customer shall have rights of offset only if its counterclaims have been recognised by a final and unappealable court judgement, are uncontested or have been expressly recognised by us.

5. Packaging

- 1) In the absence of an express agreement to the contrary in the order, packaging shall be at our choice. The customer shall dispose of disposable packaging in due form at its own expense. If and to the extent that any such disposable packaging is reused, any product or company references shown on the packaging must be rendered illegible.
- 2) Packaging intended for reuse which belongs to us or to third parties, such as pallets, shall remain our property or the property of the third party. It shall be provided to the customer for temporary use and for the intended purpose only and must be returned to us. The customer shall however be entitled to exchange any poor materials supplied for others of equivalent quality and quantity, to hold them ready for collection by ourselves or by the respective pool holder acting on our behalf and to surrender them to us or to the pool holder. We shall be entitled to make a charge equivalent to the replacement price, allowing for a "new for old" discount, to the customer in respect of any packaging not returned to us or to the pool holder, at no expense to us and in an usable condition, within three weeks of delivery at the latest. The discount shall not apply if new packaging was used.

6. Tools, armouring components or other items supplied

- 1) In all cases, tools and moulds shall remain our property or where applicable title to such tools and moulds shall be assigned to us; we are under no obligation to surrender them. The same shall apply even if the customer has made a payment to us in respect of all or part of the manufacturing and/or acquisition costs of the moulds and if the customer assisted with or suggested their manufacture.
- 2) Where there is agreement to the effect that moulds for a given customer are to be used for orders placed by this customer only, this shall apply only if and to the extent that the customer meets its obligations in terms of payment and acceptance.
- 3) If and to the extent that the customer has paid part of or contributed to the costs for the moulds, no separate financial settlement shall be made from our side therefor once the supply relationship has been terminated.
- 4) The customer shall be charged a share of the tooling costs to be agreed in the respective instance in respect of tools (such as moulds) which we produce or which we contract a third party to produce in order to fulfil the customer's orders. One half of these costs shall be paid without any discount deducted when the order is placed, and one half after the pilot samples have been received (even if modifications are still required). Where moulds and tools are produced specifically for the customer, the customer shall bear all of the costs accruing.
- 5) Any modifications made to tools before completion which result in the date upon which the pilot samples are presented being delayed shall entitle us to request immediate reimbursement of that share of the tooling costs paid up to that date.
- 6) If the customer does not place a binding order for the supply of corresponding goods within six months of the tools being produced, we shall be entitled to apply a charge for the difference between the share paid and the full tooling costs as well.
- 7) We shall exercise our sole discretion to determine whether the share of the tooling costs can be refunded to the customer by way of a 5% reduction in the net value of the goods in the invoices for the individual goods supplied which were manufactured using this tool, subject however to a maximum equivalent to the total amount of that share of the tooling costs to be paid by the customer. The customer shall be liable for the costs of any modifications made to tools at its instigation; these shall not be refunded.
- 8) We shall exercise due care in holding the tools in safekeeping for possible follow-up orders, shall insure same against fire damage and shall assume responsibility for routine maintenance thereof. We shall bear the costs of replacement for any tools which have become unusable only if we are responsible therefor. Our safekeeping obligation shall lapse if no further orders have been received from the customer within two years of the latest delivery.
- 9) If and to the extent that costs are incurred for inspection and testing equipment, devices and other special equipment, the customer must provide same to us at its own expense and risk. The equipment shall remain the property of the customer. The customer shall be liable in respect of any material damage or personal injury and in general for any other damage occurring to inspection and testing equipment, and to devices which it has provided to us.
- 10) Where items are supplied by the customer, the latter shall be obliged to supply same ex-works, in due time, in perfect condition and in such quantities as to make it possible for us to continue processing uninterrupted.
- 11) The customer shall be obliged to pay compensation in respect of any additional costs accruing as a consequence of armouring (reinforcing) components not being supplied on time or satisfactorily. In such cases, we reserve the right to suspend the manufacturing process and not to resume it until a later point in time.

7. Industrial property rights

- 1) If we are required to supply goods in accordance with drawings, models or samples provided by the customer, the customer shall guarantee and vouch for these not violating any third-party industrial property rights. It must indemnify us against any third party claims. If a third party prohibits the manufacturing or supply process, involving an industrial property right it owns, we shall be entitled - without reversing the legal position - to discontinue operations and to demand compensation in respect of the costs incurred.
- 2) Any drawings and samples provided to us shall be returned upon request; otherwise, we shall be entitled to destroy the drawings and samples three months after our quotation has been submitted.

8. Reservation of title

1) For any and all customers residing outside France, the following version of this Section 8 applies:

- 1) We shall reserve title to the goods until all payments from the existing business relationship with the customer have been received. This reservation shall apply to the agreed balance of the sum outstanding. Should the customer conduct itself in a manner in violation of the contract, in particular in the event of default on payment, we shall be entitled to recover the goods. Recovery of the goods shall not constitute rescission of the contract, unless we have made an express statement in writing to such effect. Attachment of the goods shall automatically constitute rescission of the contract. We shall be authorised to sell the goods once they have been recovered; the proceeds of the sale - less reasonable costs of sale - shall be offset against the customer's liabilities.
- 2) The customer shall be obliged to exercise due care in the handling of the goods; in particular, it shall be obliged to ensure, at its own expense, that they are insured adequately against fire and water damage and then on a "new for old" (replacement value) basis. If and to the extent that servicing and inspection work is necessary, the customer must carry this out in due time at its own expense.
- 3) The customer must advise us accordingly in writing without undue delay of any attachments or other interventions by third parties, so that we can institute appropriate legal remedies if necessary. If and to the extent that the third party is not able to reimburse us in respect of the court costs and out-of-court expenses incurred for a legal remedy, the customer shall be liable for any losses accruing to us.
- 4) The customer shall be entitled to resell the goods in the ordinary course of its business; however, it shall assign to us already now all receivables accruing to it from the resale of the goods to its customers or third parties, in an amount equivalent to the final invoice amount (including VAT) of our claim, irrespective of whether

the goods are resold without or following processing or filing. The customer shall remain entitled to collect these receivables even after the assignment. This shall not affect our authority to collect these receivables ourselves. We undertake, however, not to collect the receivables unless the customer has fallen into default on payment, application has been made for its insolvency proceedings or payments have been suspended. If this is the case, however, we shall be entitled to ask the customer to tell us which receivables have been assigned and the debtors to which they relate, to provide all of the information necessary in order to collect them, to surrender the associated documentation and to notify the debtors (third parties) of the assignment, as per Article 1690 of the Belgian Civil Code.- 5) Processing or modification of the goods by the customer shall be undertaken on our behalf as standard. Where the goods are processed with other items not belonging to us, we shall acquire joint ownership of the new item, in the ratio equivalent to that of the value, as at the date of processing, of our goods (final amount shown on the invoice, including VAT) to that of the other items processed. The item produced by processing shall otherwise be subject to the same conditions as those goods supplied under reservation of title.
- 6) If the goods are compounded with other items not belonging to us in such a way as to be inseparable, we shall acquire joint ownership in respect of the new item in the ratio equivalent to that of the value of the goods (final amount shown on the invoice, including VAT) to that of the other items compounded as at the date on which they were compounded. If the compound is made in such a way that the customer's item must be regarded as the main item, it shall be deemed to be agreed that the customer will assign us joint ownership on a pro rata basis. The customer shall preserve the sole ownership or joint ownership created in this way on our behalf.
- 7) We undertake to release those securities accruing to us upon request from the customer, if and to the extent that the realisable value of our securities exceeds the receivables to be secured by more than 10%; it shall be our responsibility to select the securities to be released.

II.) For any and all customers residing within France, the following version of this Section 8 applies :

1) Principle

It is expressly agreed that all sales between the seller and the purchaser take place under the explicit condition that title to the goods supplied passes to the purchaser only after complete payment of the purchase price and incidental costs by the purchaser. Until complete payment of the purchase price and incidental costs the purchaser undertakes to refrain from disposal of the goods in any manner (except for clause 6 below) and to inform the seller promptly about all third party interventions which have the objective or effect of impairing its ownership right.

2) Passing of risk; Insurance

- The risk passes to the purchaser when the goods are made available. The purchaser undertakes
-to insure the goods at its own expense in favour of the seller when they are made available,
-to document on first request by the seller the payment of insurance premiums,
-to accept compensation payments to which it would have a claim only with the seller's consent and itself pursue claims for all or part of the compensation only after complete payment of the seller's receivables,
-to inform the seller forthwith upon becoming aware of any defects of the products or of parts thereof,
-to authorise the seller hereby to collect compensation payments owed by third parties so that they may be offset against the receivable up to the total amount of the latter.

3) Identification

Goods subject to retention of title will be identified in accordance with the seller's documentation which describes them and refers to the existing retention of title, particularly written agreements, order confirmations, delivery notes, invoices, account statements and letters. With regard to labelling for third parties the seller reserves the right to place stickers or other identification materials on the goods itself or through the customer, which must do so immediately, or to arrange for this to be done.

4) Default claims; refusal to return goods

In the event of non-payment of the purchase price in full or in part and as soon as the seller, instead of repossessing the goods through a registered letter with proof of delivery, has declared its irrevocable intent to claim this retention of title, the purchaser is obliged to return the goods received to the seller at the purchaser's expense. This declaration of intent is the only formality required to compel the purchaser to return the goods to the seller.

If the purchaser fails to meet this return obligation promptly, it may be forced to do so by means of an injunction, which authorizes the seller under application of this retention of title to take back the goods from the purchaser's premises or any other location exclusively at the expense of the purchaser.

5) Effects on the purchase contract

Claims of the seller for specific performance or rescission of the contract and for compensation for damages are not affected by exercise of the retention of title. The seller is at all events entitled to demand rescission of the contract after a simple warning in the event of non-payment.

6) Resale

The purchaser may resell the goods in the course of its normal business operations only if it

- a) is not in default in its payments to the seller,
 - b) has with its various customers entered into a retention of title agreement which comprises at least the same obligations as this clause,
 - c) has provided all the documents in this regard to the seller.
- The purchaser undertakes that it will on first request by the seller fulfill at its own expense all the necessary formalities so that the seller can uphold and counter its rights against any third party.
- If the purchaser fails to fulfill the said formalities, the seller reserves the right to carry them out at the purchaser's expense. The purchaser undertakes to provide the seller with all the information required for this purpose. The purchaser may be compelled to do so through an injunction.

9. Warranty

- 1) The specification agreed upon or the samples which we submitted to the customer for inspection shall be decisive for the quality and manufacture of the products. If and to the extent that no separate specification has been agreed upon and that no samples have been submitted, our written specification of products shall apply exclusively in this respect.
- 2) In the absence of an express agreement to this effect in the respective order, we shall not provide any warranty for the quality and manufacture of the goods we have supplied nor accept any procurement risk, in particular any guarantee of quality or durability, other than those warranties which we are obliged to provide by law or under the current terms and conditions.
- 3) The customer shall bear sole responsibility for the correct arrangement/design of the product and for its suitability for a particular purpose. This principle shall apply even if the customer received advice from us while the product was under development.
- 4) Any claims made by the customer in respect of defects shall be contingent upon the latter meeting its statutory inspection and notification obligations in due form. The same applies to any customer claims for damages.
- 5) If and to the extent that the item purchased is defective, the customer shall be entitled to subsequent performance in the form of rectification of the defect or of the supply of a new item, free of defects, at its choice. In the event of rectification of the defect, we shall be obliged to bear all of the expenses necessary for the purposes of rectification of the defect, in particular transport charges, tolls, labour and materials costs, provided these are not increased by the item purchased being transported to a location other than the place of performance.
- 6) If the subsequent performance is unsuccessful (see paragraph 5 above), the customer shall be entitled to demand rescission of the contract or a reduction in the purchase price, at its choice. This option shall however be available only if it is disproportionate and unacceptable for the customer for the defect to be rectified or the defective product to be replaced.
- 7) The customer shall not however have any right of rescission in the event of a minor violation of the contract, in particular in the event of minor defects only.

10. Liability

- 1) We shall assume liability in cases of malicious intent or gross negligence on the part of ourselves or of one of our vicarious agents only. In such an event, our liability shall be limited to the rectification of any visible and direct damage or personal injury accruing to the customer which has been securely identified, to the exclusion of compensation for any indirect or intangible losses, such as additional costs incurred, loss of earnings, loss of profit, loss of customers, loss of or damage to data and loss of orders.
- 2) We shall however assume liability in accordance with the statutory provisions if the customer dies or suffers personal injury as a consequence of a violation or of negligence for which we are responsible.
- 3) We shall not assume liability in respect of losses arising as a consequence of the customer's failure to comply with its obligations.
- 4) If we are liable for default on delivery in accordance with the provisions above, the level of any claim made by the customer in respect of default on delivery shall, where delivery dates and delivery periods are non-binding, be limited to 5% of the purchase price agreed for the goods in question.
- 5) Our liability per claim for insured risks shall be limited to the sum of liability set down in the insurance policy we have taken out.
- 6) We shall offer the customer higher sums of liability for a higher purchase price (hereinafter "choice of rates"). If, as part of this choice of rates, the customer opts to extend liability and if we are liable for a loss for which it is not possible to obtain insurance coverage under customary insurance packages in Belgium, our maximum liability shall be twice the value of the goods in question. We are also willing in individual cases to negotiate additional insurance coverage for which the customer shall bear the additional costs accruing.
- 7) If and to the extent that we commission third parties in the name and for the account of the customer and with the latter's consent, our liability shall be limited to the prudent selection and monitoring of the respective third party only.
- 8) If damage is caused by an event which falls within a third party's area of responsibility and if we have a liability towards the customer in respect thereof, we shall, upon request from the customer, assign to the customer any possible claims against the party causing the damage. If at the same time, the legal prerequisites for us to assume liability are fulfilled, the customer shall not be entitled to make a claim against us until and unless the claims asserted against the party causing the damage have finally failed or it is unreasonable to assert same.
- 9) To the extent that liability is mandatory under the applicable Product Liability Act, such liability shall remain unaffected.
- 10) Irrespective of the legal status of the claims asserted, liability for compensation more extensive than that provided for by the present section 10 shall be excluded. This shall apply in particular in respect of claims for compensation for culpa in contrahendo, for other violations of obligations or for tortious liability claims for compensation of material losses.

11. Force majeure

Unpredicted downtime, failure to comply with delivery deadlines or failure on the part of our suppliers (including suppliers forming part of our group) to make deliveries, shortages of staff, power or of raw materials, strikes, lockouts, difficulties in arrangement of transport, transport disruptions, government orders and cases of force majeure shall, for the duration of the disruption and to the extent of its effect, relieve the party affected from its obligation to make delivery or to accept delivery.

This shall apply mutatis mutandis if the difficulties arise during an existing period of default.

If the unpredicted event delays compliance with the obligations under the contract for a period of more than one month, either party shall be entitled, to the exclusion of any further demands, to rescind that part of the contract relating to the volume of goods affected by the disruption to delivery or acceptance.

If the unpredicted event renders it impossible to comply with the obligations under the contract without undue delay and in final form, either party shall be entitled to rescind that part of the contract relating to the volume of goods affected by the disruption to delivery or acceptance.

12. General conditions

- 1) Written form shall be required for any amendments to the contractual relationship.
- 2) Should any provision in these terms and conditions be or become invalid, this fact shall not affect the validity of these terms and conditions nor that of the rest of the contractual relationship between the parties.
- 3) In the absence of an agreement to the contrary, Belgian law shall apply exclusively. The provisions of the UN Convention on the International Sale of Goods (CISG) are excluded expressly.
- 4) The place of performance and jurisdiction shall be our registered office; we shall, however, be entitled to take legal action against the customer at that court competent for its place of residence.
- 5) If and to the extent that the customer loses or fails in court proceedings against us, it shall reimburse us in respect of the costs associated herewith, including legal fees, as per Article 1022 of the Belgian Code of Judicial Procedure (code judiciaire) and its respective executive Acts. The same shall apply to all costs we incur in conjunction with the execution of any judgment for enforcement or any executive title against the customer or any respective judgment recognition.