

§ 1 Validity, General

(1) All supplier deliveries and services take place solely according to our General Purchasing Conditions. They are an integral part of all contracts into which we enter with our suppliers of deliveries and services. They apply to all future deliveries and services and offers from suppliers even if not mentioned explicitly.

(2) Supplier or third party terms of business do not apply even if not explicitly excluded in individual situations. Even if we refer to a letter which contains Terms and Conditions of a supplier or a third party this does not mean that we agree to the validity of these Terms and Conditions.

§ 2 Orders

(1) Supplier offers are made to us free of charge. Offers are to be made in writing unless otherwise agreed. Order placement on our behalf must be made in writing. Unless otherwise stated we remain committed to the order for one week after the date of the order. A written order confirmation with referral to our order number must be sent by suppliers within 10 days. Should the supplier not send a written confirmation within 10 days we are entitled to cancel the order without incurring any costs.

(2) We are entitled to alter time, place and packaging requirements for any delivery up to 3 calendar days before the agreed delivery date. The same applies to alterations of product specifications, as long as the alterations are possible within the normal production process without causing too much disturbance, however in this case the period of notification increases to at least 30 calendar days. We will reimburse the supplier for any additional proven, and appropriate costs incurred. If alterations lead to a delay in delivery, which can not be avoided within normal business processes then the original delivery date will be adjusted. The supplier must inform us of possible delivery delays or additional costs likely to rise prior to the delivery date. This information must be communicated at least 7 working days after the receipt of our notification in writing according to paragraph one.

(3) We are entitled to terminate a contract in writing containing our reasons for termination if we can not use the ordered products due to circumstances which occurred after the closing of the contract. In such a case the supplier will be reimbursed for costs incurred up to this point.

§ 3 Prices, Terms of Payment and Invoicing

(1) The price declared in the order is binding.

(2) If not otherwise stated in writing the price includes delivery, transport and packaging to the named delivery address.

(3) If the agreement does not include the price of packaging then this can be charged at cost price. If requested the supplier must take back the packaging at his own cost.

(4) Unless otherwise agreed we will pay the invoice (after the delivery of the goods and after the receipt of the invoice) after 30 days with 3% cash discount or within 60 days net.

(5) All order confirmations, delivery papers, and invoices must quote our order number, our article numbers, delivery quantity, and delivery address. If one or more of these particulars is missing and this leads to a delay in processing then the payment formalities mentioned in Clause 4 will lengthen according to the delay.

(6) If a payment is delayed we pay interest on late payments of 5% points above the basic interest rate according to § 247 BGB. (German Civil Law).

§ 4 Delivery time, delivery and passing of the risk

(1) The delivery date stated in the order is binding. Deliveries ahead of schedule are only permitted if confirmed in advance.

(2) The supplier is obliged to inform in writing if a delivery date can not be held.

(3) If a delivery date is determinable from a contract, and the supplier does not deliver on this day then he automatically falls behind schedule without having to be warned by us.

(4) In the case of a delayed delivery we are entitled to use all legal demands including the right to withdraw from a contract and the right to claim damages after the expiration of an acceptable period of grace.

(5) In the case of delayed deliveries we are entitled to demand a penalty for each partial week of delay of 0,5%, maximal 5% of the value of the order after warning the supplier in writing. The contractual penalty is chargeable to the supplier in addition to any damages payable caused by the initial delay.

(6) The supplier is not allowed to make partial deliveries unless we are in agreement.

(7) Any risk associated with a delivery transfers to us only once the products have been handed over and delivered to the agreed place of destination.

§ 5 Ownership Protection

(1) We reserve our rights of ownership and copyright on any orders made by us, as well as on any technical documents, drawings, photos, calculations or descriptions, models or samples, made available to suppliers. The supplier is not allowed to communicate, use or copy, or show any third party this information without our consent. These complete documents are to be returned to us, including any copies made, should the documents no longer be required for business matters, or should any negotiations not lead to a contract.

(2) Tools, equipment, devices and models which we provide or which are produced for contractual purposes and which are paid for by us remain our property. Such items are to be marked clearly as our property, are to be stored carefully, to be protected against damage and are to be used solely for the purpose of the contract. The costs for maintenance and repair of these objects are to be shared equally by the contractual partners, unless otherwise agreed. These costs are however to be covered solely by the supplier if they are defects caused by the supplier or caused by the improper use of the objects by supplier employees. In the case of considerable damage the supplier must inform us without delay. Upon demand the supplier must return these items in an acceptable condition to us if they are no longer required for contractual purposes.

(3) Reservation of supplier property rights is only valid for the period in which the payment of the products is outstanding. Extended property rights are prohibited.

§ 6 Guarantee Claims , Claim for damages

(1) With defect products we are entitled to all lawful claims with no restrictions. The guarantee period is however longer and is 36 months. Our rights according to Civil Law for damage claims from our supplier remain unaffected.

(2) Quality and quantity deviations reported within 15 working days after the delivery of the products are to be accepted by the supplier. Hidden material defects are considered to have been reported in time if the report is sent to the supplier within 15 days of a defect being found.

(3) The acceptance of submitted samples does not exclude any guarantee claims.

(4) Once our written notice of defects is received by the supplier the limitation of time for guarantee claims is inhibited. The guarantee period for replaced deliveries and the improvement of defects begins again unless, we believe that the supplier replaced the delivery or improved the defects out of reasons of goodwill or similar reasons.

§ 7 Product Liability

(1) The supplier is responsible for all personal injuries or property damages to any third party if caused by a defect product delivered by him, he is bound to release us from any accountability. If we have to recall any products due to a mistake caused by our supplier, he is bound to carry all costs incurred by the product recall. If a third party claim is also due to a mistake made by us (gross negligence, serial production error) then it is incumbent upon the supplier to prove our contributory negligence. In such cases our claim for compensation is reduced according to the amount of contributory negligence.

(2) The supplier is obliged, at his own cost, to hold a product liability insurance with an indemnity limit of at least EUR 2 Million, which, unless otherwise agreed does not need to cover the risk of a product recall or punitive damages. Upon demand the supplier is obliged to send us a copy of his product liability insurance.

§ 8 Protection rights

(1) The supplier is responsible to ensure that his deliveries do not affect the industrial property rights of a third party in the EU, North America and any other countries in which his products are produced.

(2) The supplier is bound to release us from any claims made upon us by a third party due to any infringements of industrial property rights as mentioned in paragraph 1. He must reimburse us should any expenses be caused due to an infringement of property rights. This claim exists independently of the negligence of the supplier.

§ 9 Replacement Parts

(1) The supplier is required to maintain a supply of replacement parts for a period of at least 10 years after delivery.

(2) The supplier will inform us without delay if they intend to cease to produce replacement parts for products delivered to us. This decision must, subject to the contents of paragraph 1, be made at least 12 months prior to the production stop.

§ 10 Privacy

(1) The supplier is bound to keep all provided information and documents, (except any information which is already publicly available), strictly confidential for a period of 10 years after the conclusion of a contract. This information is only to be used for the execution of order. This information and documentation is to be returned to us on demand once orders have been fulfilled.

(2) Without our written consent the supplier may not advertise our business connections or show any products in marketing and advertising documentation.

(3) Any sub-contractor of the supplier is also obliged to accept § 10.

§ 11 Act of Transfer /assignment of a claim

The supplier is not allowed to make assignments to a third party from his contractual responsibilities. This does not apply to claims for money.

§ 12 Other Stipulations

- (1) The suppliers of foils, paper and silicone are informed that products delivered are processed further and that we market them as a release liner. Products delivered to us must be suitable for this final purpose
- (2) Our suppliers accept that we save data from our contractual relationship according to the regulations of the German Data Protection Act. We reserve the right to forward data to a third party if required to fulfil contractual requirements (e.g. for insurance purposes).

§ 13 General, Place of Execution, Court of Jurisdiction, Applicable Law

(1) Should a supplier contract in combination with these General Terms of Purchasing contain any loopholes, then the lawful effective regulations are classed as applying which the contract partners would have agreed upon to fulfil the contract in the most economical way, and to fulfil the stipulations of these General Purchasing conditions had they been aware of the loopholes at the closing of the contract.

(2) Place of execution for both parties and Court of Jurisdiction for all disputes arising from any contractual agreement is Krefeld.

(3) Contracts between us and suppliers are signed and are subject to the Law of the Federal Republic of Germany and exclude the Convention on Contracts for the International Sale of Goods.

Applicable Version

In cases of doubt, the German Version of these General Purchasing conditions shall apply.

B. Laufenberg GmbH- Krüserstrasse 2, 47839 Krefeld/ Germany , Januar 2008

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