

General Terms and Conditions of Purchase

1. Validity and Effect

The following General Terms and Conditions of Purchase ("GTCP") shall apply exclusively to any purchases by **Vetroconsult Ltd** ("Vetroconsult"), unless otherwise agreed upon by the parties in writing. Any deviating terms and conditions or the supplier's general terms of contract shall only apply if expressly accepted in writing by Vetroconsult.

The GTCP shall apply upon conclusion of the supply contract between Vetroconsult and the supplier. These terms and conditions are inseparable part of each purchase order and any subsequent procurement.

Should any provision of these GTCP be or become illegal or unenforceable, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a new, valid provision to achieve a result which is as close as legally possible to the result intended by the provision determined to be void, illegal or unenforceable.

In case of any doubts, the English version shall prevail over local language versions.

The term "delivery" shall include supplies with goods and the provision of services by the supplier.

2. Written Form

All purchase orders as well as any modifications, amendments thereto and confirmations thereof shall be made in writing. Vetroconsult only accepts the local language of the Vetroconsult company placing the purchase order or English. Any correspondence with Vetroconsult relating to an order shall contain the purchase order number. The correspondence shall, regardless of the media it was sent with, also be exchanged by e-mail.

3. Offer

All offers and cost estimates shall be prepared free of any costs and charges. Unless specified otherwise in Vetroconsult's inquiry or the invitation to tender, the supplier's offer shall be binding for a period of 30 days to be counted as of the day of its receipt by Vetroconsult.

4. Purchase / Right of Cancellation / Order Confirmation

A signed original of the Vetroconsult purchase order shall be returned by the supplier for the confirmation of an order. Vetroconsult shall be entitled to cancel its purchase order at any time, free of charge, unless the supplier confirms the unchanged purchase order within 14 days after its receipt.

5. Packaging, Transport, Delivery Note and Insurance

Costs for packaging and transportation shall be borne by the supplier unless otherwise agreed upon in writing. Each consignment shall be securely and properly packed and shipped in accordance with the relevant laws and regulations. The supplier shall be liable for the packaging and transport as well as for any damage and costs arising there from. The supplier undertakes to take out, at its own expense, an appropriate transport insurance which will at least cover the value of the purchase order. At the request of Vetroconsult, the supplier shall submit the relevant insurance policy. Returnable containers shall be free of charge and may be returned at the risk and expense of the supplier.

The supplier shall be liable for ensuring that all deliveries conform to the statutory labelling requirements, if any. The supplier shall in addition affix to each delivery a properly visible, weather-proof identification tag listing its contents, the quantity, sender ID and addressee. In case the purchase order so provides, supplier shall send a detailed dispatch notification on the day of dispatching, separately from the goods and the invoice. Every delivery must be accompanied with a delivery note containing a reference to the dispatch notification. The Vetroconsult purchase order number shall be indicated in all documents and all correspondence of any kind. Subject to any additional statutory rights, all deliveries that do not meet the aforesaid requirements shall be stored with Vetroconsult at supplier's expense and risk and such deliveries shall not constitute performance of the contract on supplier's part.

Partial deliveries may be made upon explicit prior agreement of Vetroconsult only.

6. Price, Invoice and Payment

Unless agreed otherwise, fixed lump-sum prices shall apply. Such prices shall cover the cost for the performance of contract inclusive of taxes and duties with the value-added tax being indicated separately on the invoice.

The invoice shall be delivered separately from the shipment; and shall in terms of wording, contents and structure conform with local law and contain the Vetroconsult purchase order number. Invoices that do not meet these formal requirements shall be returned and not be deemed received.

At the discretion of Vetroconsult, the payment shall be made either within a period of 14 days with a deduction of a 3% discount or within a period of 90 days net. The payment term shall commence on the later of the date of receipt of the formally correct and legitimate invoice or upon receipt of the complete delivery free of fault. Vetroconsult shall in the payment of invoices be entitled to any lawful set-off. A payment shall not be deemed recognition of proper performance of the contract and shall not give rise to any limitations of the contractual remedies Vetroconsult may have (such as warranty claim and/or compensation for damages).

An assignment of debts owed by Vetroconsult shall require a prior written consent of Vetroconsult.

7. Warranty and Liability

The supplier warrants and shall be liable for the proper performance of the contract. The supplier warrants that the delivery conforms with the agreed upon properties and is in compliance with the contractual specifications as well as applicable laws and regulations. The supplier shall submit the required certificates of conformity without further request. The acceptance and examination, as the case may be, of the delivery shall take place when the ordinary course of business permits. The statutory examination requirements are herewith waived. The warranty period for movable items shall be 2 years and 3 years for immovable items unless local law provides for longer warranty periods. The warranty period shall commence upon the receipt and/or acceptance of the delivery. In the event the supplier eliminates defects or repairs defective goods, the warranty period shall start anew. In the event of breach of warranty, Vetroconsult may, without prejudice to any other statutory remedies and at its choice, rescind the contract, require replacement or repair or ask for an adequate reduction of price. In case of emergency, Vetroconsult shall have the right – without setting supplier a time limit for remedy –, at supplier's costs to arrange the repair of the delivery or have it replaced by a third party. The supplier shall bear all costs incurred by Vetroconsult as a result of the defective delivery, in particular the transportation, road, labour, material or waste disposal costs. The supplier shall hold Vetroconsult harmless from any direct or indirect damages. Latent defects shall be reported by Vetroconsult in writing or orally once detected, however, in any event before the applicable warranty period has lapsed. The supplier waives the exception of a delayed notice of defects by Vetroconsult. Notwithstanding any other undertakings hereunder, the supplier shall indemnify and hold Vetroconsult harmless from any product liability claims of third parties related to the supplier's delivery. The supplier shall take out and maintain a general liability insurance (particularly covering product liability cases) with an insurance coverage of at least Euro 5 Mio for each individual case. A copy of the policy shall be made available at Vetroconsult's request.

8. Subcontractors

The use of subcontractors for the complete or partial fulfilment of the order shall require a prior written consent of Vetroconsult. The supplier shall remain responsible for the subcontractor's performance of the contractual obligations and shall remain liable for the subcontractor's acts and omissions as for its own.

9. Force Majeure

In the event of force majeure, such as war and warlike events, natural disasters and corporate-wide strike, Vetroconsult shall be relieved from the acceptance of the delivery for the duration of such event and shall be entitled to rescind the agreement. Such rescission shall not give rise to any compensatory claims of the supplier. Events of force majeure preventing the supplier from fulfilling its contractual obligations shall be notified immediately in writing to Vetroconsult. For the duration of such events the contractual obligations shall be deemed suspended.

10. Confidentiality and Promotion

Title and intellectual property rights pertaining documents, data, drawings, samples, models, moulds and other information provided by Vetroconsult shall at all times remain with Vetroconsult. They shall not be used by the supplier for any purposes other than for the proper performance of contract and may not be reproduced or disclosed to third parties and shall be treated confidentially. The supplier shall ensure that all persons that might get access to confidential information are bound by this obligation of secrecy. Confidential information shall only be used in the business relations with Vetroconsult. At Vetroconsult's request, the confidential material shall upon termination of the agreement be returned to Vetroconsult and the supplier shall not retain copies thereof.

The supplier shall only be allowed to mention the business relationship in its promotional materials with Vetroconsult's prior written consent.

11. Deadlines and Delay

The delivery periods specified by Vetroconsult shall be fixed terms, accordingly any delay in delivery results in supplier's default without reminder. The delivery shall be available at the specified delivery address on the delivery date specified in the order. The supplier shall be obliged to notify Vetroconsult without delay in writing when any delay in delivery becomes evident. In the event of a delayed delivery, Vetroconsult shall – without prejudice to any additional statutory remedies and without having to grant an additional period for subsequent performance – be entitled to withdraw from the contract, in full or in part, or ask for performance. The supplier shall in any case be liable for the damages incurred. Irrespective of a fault attributable to the supplier or of the proof of an actual damage, Vetroconsult shall be entitled to claim a penalty amounting to 0,5% of the purchase order value excluding value added tax for each commenced calendar day of delay, the total amount of the penalty shall in no event exceed 10% of the purchase order value excluding value added tax. Vetroconsult reserves the right to claim damages above and beyond such penalty. The payment of the penalty shall not operate as a release of the supplier from its contractual obligations. In case of rescission of contract, Vetroconsult shall be entitled at suppliers costs to order substitute goods for the shipment from a third party. Vetroconsult only accepts cash-on-delivery shipments upon prior written agreement.

12. Legal Defects and Third-Party Rights

The supplier warrants that its delivery is free of any third-party rights. The supplier shall indemnify and hold Vetroconsult harmless from any third-party rights arising in connection with the delivery, and shall ensure its unrestricted use. The supplier shall indemnify and hold Vetroconsult harmless from any third-party claims relating to the violation of governmental rules and regulations. The supplier warrants that at the time of acceptance, the delivery is not encumbered with any third-party lien whatsoever; otherwise Vetroconsult shall be entitled to refuse the delivery and request immediate supply with unencumbered goods and may claim compensation of damages.

13. Passing of Risk and Benefit

For deliveries without installation or assembly and subject to the provisions of Article 5 of these GTCP, risk and benefit shall pass in accordance with the agreed upon INCOTERMS or, as the case may be, upon receipt and/or acceptance. For deliveries requiring installation or assembly, risk and benefit shall pass upon acceptance, which shall be properly documented in an acceptance protocol.

14. Provision of Material and Services

Any material provided by Vetroconsult for the performance of the delivery shall be marked accordingly by the supplier and shall remain in Vetroconsult's property also after its processing or treatment. Supplier shall immediately inspect such material with respect to fitness for use upon receipt. Vetroconsult excludes any warranty for the material provided, unless supplier notifies any defects within 5 days of receipt.

Upon completion of the work, any unprocessed or untreated material shall be returned to Vetroconsult without further demand.

In case Vetroconsult makes available staff for the performance of the delivery, the supplier shall be liable for its performance of the work, the proper instruction and supervision as if it was suppliers own personnel. Furthermore, the supplier shall be liable for compliance with the laws and regulations pertaining the provision of staff, as well as any additional operational rules adopted by the supplier and of Vetroconsult respectively.

15. Declaration of Materials and RoHS

Notwithstanding any legal information duties, the supplier shall provide Vetroconsult with all necessary and useful information pertinent to the goods and services to be delivered, in particular, information on proper storage as well as safety data sheets in accordance with Directives 91/155/EEC, 93/112/EC and 99/45/EC. The supplier ensures that deliveries are RoHS-compliant and therefore in conformity with the EC Directive on the Restriction of the use of certain Hazardous Substances in Electrical and Electronic Equipment (Directive 2002/95/EC) at the time of delivery.

16. Legal Succession

Vetroconsult may assign its rights and obligations arising from the contract with the supplier to another company within the Vetroconsult group. Supplier has no right to cancel the contract for reasons of such assignment.

17. Works in Plants of the Vetropack Group

These GTCP as well as the safety guidelines and regulations of the respective Vetropack plant shall apply, in addition to the applicable laws and regulations, in case works carried out in a Vetropack plant.

18. Place of Performance, Court Jurisdiction and Applicable Law

The place of performance for the delivery and for the payment of the purchase price shall be the specified delivery address.

The contractual relations to which the terms of these GTCP apply shall be governed by and construed in accordance with Swiss law, excluding, however, the Convention on Contracts for the International Sale of Goods (CISG). INCOTERMS as in force at the time of the purchase order shall apply.

The Courts in Bülach (Switzerland) shall have exclusive jurisdiction. Vetroconsult reserves the right to bring an action against the supplier at the competent court of the supplier's place of business.