

NOTICE:

THIS ORDER CONTAINS AN ARBITRATION PROVISION PURSUANT TO THE S.C. UNIFORM ARBITRATION ACT (S.C. CODE § 15-48-10, ET SEQ.) AND/OR THE FEDERAL ARBITRATION ACT (9 U.S.C. § 1 ET SEQ.)

**EuWe Eugen Wexler US Plastics Inc.
TERMS AND CONDITIONS OF PURCHASE**

NOTICE: THE PURCHASE OF PRODUCTS OR SERVICES BY EUWE EUGEN WEXLER US PLASTICS INC. ("BUYER") FROM THE PARTY DESIGNATED AS SELLER ON THE ORDER ("SELLER"), AND ALL DOCUMENTS PERTAINING TO IT, ARE SUBJECT TO AND CONDITIONED UPON THESE TERMS AND CONDITIONS OF PURCHASE ("PURCHASE TERMS") AND THESE TERMS ARE INCORPORATED BY REFERENCE INTO AND ARE A PART OF ALL TRANSACTIONS BETWEEN SELLER AND BUYER.

1. **Acceptance of Order.** These Purchase Terms and the terms in Buyer's purchase order and related purchase documents, which are incorporated herein by reference (collectively, the "Order") are the entire agreement and the only terms that govern the purchase of the goods and services by Buyer from Seller and exclusively govern and control each party's respective rights and obligations regarding the purchase and sale of the Seller's goods (individually, "Good" and collectively, "Goods") or services (individually, "Service" and collectively, "Services"). Seller shall be deemed to have accepted this Order by any reasonable indication of acceptance, including (a) if it fails to object to Buyer, in writing, within 5 days of receipt of this Order, or (b) if it ships the Goods to Buyer, or (c) if it performs any Services described in the Order. Seller's acceptance, however made, is expressly limited to the terms of this Order, and Buyer objects to all different and additional terms and this Order supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, and whether contained in any printed form of Seller or elsewhere unless expressly approved by Buyer in writing. All Orders shall automatically be deemed to incorporate these Purchase Terms, regardless of whether the Order references these Purchase Terms. These Purchase Terms apply to any replacement products or Services provided by Seller.

2. **Price; Payment.** The purchase price of each Good and Service is specified in this Order and includes all charges and fees for packing, storage, handling, freight to point of delivery, customs or import duties, tariffs, insurance and applicable taxes, including all sales, use or excise taxes, all of which shall be the responsibility of Seller. Seller may not increase the purchase price of any Goods or Services, or impose additional charges, whether due to increased material, labor or transportation costs or otherwise, for any reason without Buyer's prior written consent. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount Buyer owes Seller against any amount Seller owes Buyer. Within 10 days after the delivery of each Order, Seller shall deliver to Buyer an invoice for all Goods Seller delivered to, and all Services performed for, Buyer as specified in each Order. Seller's invoice must contain at a minimum the following information: Order number and a description of the Services; for Goods, it must contain the Order number, the Goods' article number, Buyer's part number if applicable, a description and name of the Goods, weight (gross/net), and quantity per packaging unit. Unless different payment terms are specified by Buyer in the Order, Buyer will pay each correct invoice within 30 days after Buyer receives it, except for any amounts disputed

by Buyer in good faith; provided, however, that Buyer shall receive a minimum 3% discount on all invoices paid within fourteen (14) days of receipt. Seller shall not send Buyer an invoice for: (i) Goods until those Goods are delivered to Buyer or such other location as set forth in an Order, or (ii) Services until those Services have been accepted by Buyer as set forth herein. All of Seller's invoices shall be issued in U.S. Dollars and shall refer to the applicable Order. Any payment discount Seller offers Buyer shall be determined using the agreed-upon delivery date and the date Buyer receives a properly dated invoice and not the date of any incorrect invoice. Seller shall continue to perform its obligations under the Order notwithstanding any invoice dispute. Seller shall not be entitled to a security interest in or to the products that Buyer shall receive.

3. **Warranties for Goods.** Seller warrants to Buyer for a period of 36 months after the date Buyer receives the Goods, or any longer period specified in this Order, that: (a) the Goods will be free from defects in materials and workmanship; (b) the Goods will comply fully with all final written descriptions, specifications, samples, drawings and representations Buyer provides to Seller, including those specified in this Order and in Buyer's Quality Assurance Guidelines for Suppliers, as amended from time to time, available upon request or accessible at: http://www.euwe.com/fileadmin/download/2017-12-07_EuWe_Group_Supplier_Guidelines_and_Responsibilities.pdf; and (c) Seller will deliver to Buyer good and marketable title to the Goods free and clear of all liens, security interests, claims, infringements, encumbrances, and other claims. Seller also warrants that (a) no federal, state, local or foreign statute, law, rule, regulation or order will be violated in the manufacturing, labeling, selling or shipping of the Goods; (b) the prices and other terms that Seller offers to Buyer with respect to the Goods, taken as a whole, shall be at least as favorable to Buyer as those Seller offers to any other person or entity for similar volumes of similar Goods; (c) Seller has complied and will continue to comply with all applicable laws and has obtained and shall maintain any certificates, registrations, and licenses as may be required to manufacture, package, ship, transport, export, import, store, sell, and otherwise handle Goods in the location(s) where any of the foregoing takes place; (d) Goods are fit and suitable for Buyer's intended purpose(s); and (e) no Goods, nor the manufacture, marketing, use and sale of Goods, nor anything in or contemplated by this transaction, infringes on or misappropriates any patent, trademark, trade secret, trade name, trade dress, copyright, or other third-party intellectual property right.

(a) Without limiting Buyer's remedies, Seller shall, within 10 days of Buyer's notice of nonconformity, repair or replace, at Buyer's election and at Seller's sole expense, all Goods that do not comply fully with these warranties. The warranty period shall be extended for 12 additional months after repair or replacement of any nonconforming Goods. In addition and without limiting the warranties granted in this Order by Seller, in the event Seller is not the manufacturer of the Goods, Seller shall provide Buyer with a copy of any and all warranties issued by the third-party manufacturer, and Seller hereby assigns all rights relating to such warranties to Buyer. Seller will immediately notify Buyer if Seller knows or has a reasonable

suspicion that Goods do not or may not comply with the warranties herein. These warranties survive any delivery, inspection, acceptance or payment of or for Goods by Buyer and are cumulative and in addition to any other warranty provided by law or equity.

(b) Without limiting Buyer's remedies, Seller specifically represents and warrants that: (i) all labels and notices on Goods comply with applicable laws; (ii) any Goods that may, under any laws, be classified as hazardous material have been properly registered and contain directions for use and/or warning notices as may be required by any laws; (iii) Seller has provided Buyer with appropriate notice regarding any volatile organic compound regulations or other similar laws applicable to Goods; (iv) Seller has and will ensure that all Goods comply in all respects (including, without limitation, compliance with certification, notification, communication and recordkeeping requirements) with all laws applicable to the production, packaging, shipment, transportation, exportation, importation, storage, sale, and other handling of such Goods; (v) Seller has and will ensure that the Goods shall be packed as required to protect the Goods under normal transport conditions to prevent damage to or deterioration of the Goods while in transit, and Seller shall include the Order number and Goods' SKUs (if applicable) with all shipping documents; (vi) Seller has and will ensure that the Goods shall be packed and marked in accordance with Buyer's instructions and specifications; and (vii) Seller has and will ensure that upon Buyer's request, Seller shall provide Goods' certificates, country of origin documentation, export classifications and information about the material content for the Goods, including information about environmental aspects of the Goods, their production and transportation.

4. **Warranties for Services.** Seller represents and warrants to Buyer that: (a) Seller will perform all Services pursuant to the Order in a professional and workmanlike manner, in accordance with the standards of care, thoroughness and competence normally practiced by recognized firms in the industry performing Services of a similar nature, and in full compliance with all applicable specifications, plans, drawings, models, samples and patterns Seller provides to Buyer, including those described in the Order; (b) Seller will employ and engage only competent and experienced personnel to perform the Services; (c) Seller will perform and complete the Services within the schedule established in the Order; and (d) no federal, state or local statute, law, rule, regulation or order will be violated in the performance of the Services. Seller's Warranties for Services will commence on the date Buyer accepts the Services and will continue for a period of 24 months.

(a) **Labor.** Seller agrees to provide such personnel as are necessary to perform the Services as the Order requires (the "Personnel"). The Personnel may be employees of Seller or, upon Buyer's written consent, independent subcontractors engaged by Seller to perform the Services; provided that Seller will remain at all times responsible for the verification, screening, training, assignment, conduct and performance of all Personnel, and further provided that all Personnel shall comply with the terms and conditions set forth in the Order. Seller will cooperate with Buyer in assigning Personnel to perform the Services who are acceptable to Buyer and in removing and replacing Personnel at Buyer's request for any reason or no reason.

5. **Delivery; Inspection; Returned Goods.** Unless this Order expressly provides otherwise, Seller shall deliver all Goods "Delivery Duty Paid" (DDP - Incoterms 2020) Buyer's location in Williamston, South Carolina, U.S.A. and shall bear all risk of loss with

respect to the Goods until Buyer actually receives and accepts the Goods as provided herein. Each shipment of Goods shall display Buyer's part number on the outside of the shipping box or container as specified in the corresponding Order. Time is of the essence with respect to the delivery of the Goods. If delivery is not timely, Buyer in its sole discretion may direct Seller to make expedited routing at Seller's expense. Seller shall not make any partial delivery of Goods without written prior approval of Buyer. Should Seller be made aware that it will not be able to meet the agreed-upon delivery date, then Seller shall immediately notify the Buyer in writing, stating the cause for the delay and an estimated delivery date. Such notice does not limit Seller's liability for the delay under an Order and applicable law. Payment of any invoices shall not constitute acceptance of Goods. Buyer shall have a reasonable period of time, of at least fifteen (15) days, to inspect all Goods on or after delivery and in its sole discretion may reject all or any portion of Goods that are nonconforming or defective or revoke acceptance of such Goods. The foregoing reasonable period of time, of at least fifteen (15) days, shall not commence until the Goods have been put into operation with respect to any computer systems or production machines or similar. If Buyer rejects any nonconforming Goods, Buyer may, at Buyer's election: (a) return the Goods to Seller at Seller's risk and expense; (b) require Seller to pick the Goods up at Seller's sole risk and expense; and/or (c) require Seller to repair or replace the Goods within 10 days of Buyer's notice of nonconformity at Seller's sole risk and expense (including payment for expenses relating to the holding of the nonconforming Goods, handling and shipping charges for the return of such Goods, and the delivery of replacement Goods). If Seller fails to timely repair or replace nonconforming Goods, Buyer may terminate all or a portion of the corresponding Order and obtain a prompt refund from Seller of all payments Buyer has made with respect to that portion of the Order Buyer has terminated. Seller shall pay all costs, expenses, losses and damages Buyer incurs in (x) rejecting Goods or revoking its acceptance of Goods or (y) holding those Goods, making them available to Seller, or returning them to Seller. Seller shall not use subcontractors to fulfill Seller's obligations under an Order unless approved by Buyer in writing.

6. **Cancellation and Delay.** Buyer may terminate an Order, in whole or in part, at any time with or without cause for undelivered Goods and/or Services upon 5 days' prior written notice to Seller. In addition to any other rights and remedies provided under this Order and applicable law, Buyer may terminate this Order with immediate effect upon written notice to the Seller, either before or after the acceptance of the Goods and/or Services, if Seller has breached this Order, in whole or in part. Without limiting the foregoing, Buyer will be entitled to recover from Seller all of Buyer's costs and expenses, including reasonable attorney's fees and expenses, arising from Seller's breach of an Order. If Buyer terminates an Order for any reason, Seller's sole and exclusive remedy is payment for the Goods and/or Services received and accepted by Buyer prior to the termination.

7. **Deliverables.** All documentation and other deliverables, and all copyrights, trade secrets and other intellectual property rights therein, including all renewals, extensions and continuations, Seller prepares or delivers pursuant to this Order, or which Buyer requires Seller to supply pursuant to an Order (collectively, "Deliverables"), will be the property of Buyer, and Seller will have no right, title or interest in them. All Deliverables will be deemed to be "works made for hire" for Buyer. Seller has all necessary rights and authority to, and hereby assigns to Buyer, all rights, title,

and interests in all Deliverables, and Seller represents that all Deliverables, and the content therein, shall not violate the intellectual property rights of third parties. Seller will execute and deliver to Buyer all such further assignments and assurances confirming Seller's ownership of, and all right, title, and interest to, all Deliverables as Buyer may request from time to time.

8. **Compliance.** Seller will at all times comply with all laws applicable to its business or the performance of its obligations under these Purchase Terms, as such laws may be enacted and/or revised from time to time, including all laws pertaining to: (a) the manufacture, sale, delivery, and/or use of Goods; (b) occupational safety and health; (c) the protection of persons and property from death, injury or damage (including the Consumer Product Safety Act); (d) labor and employment, including equal employment opportunity; (e) tax; (f) the environment and/or the use, handling, storage, labeling, and disposal of toxic or hazardous materials (including the Federal Hazardous Substances Act); (g) export control; (h) the prohibition of bribery of, or the providing of unlawful gratuities, facilitation payments or other benefits to, any government official or any other person (including the Foreign Corrupt Practices Act); and (i) money laundering, anti-terrorism, trade embargos, and economic sanctions. Upon Buyer's request from time to time, Seller will provide Buyer with written certification of Seller's compliance with applicable laws. To the extent not prohibited by law, Seller will promptly notify Buyer in writing of any investigation or inquiry into whether Seller (or any Seller Personnel) is charged with failing to comply with any laws that will or may impact, or otherwise be applicable to, any Goods, Services, Seller's performance under an Order and/or Buyer.

9. **Personal Data.** Each party shall be responsible, as a data controller, for its processing of personal data carried out as a result of an Order. Each party shall ensure that such processing is carried out in accordance with applicable data protection legislation. In connection with the supply of the Goods or Services, Seller may, from time to time, process personal data on behalf of Buyer. In such a case, Seller will be the data processor and Buyer will be the data controller with respect to such processing of personal data.

10. **Insurance.** Seller will, at its own expense, maintain for a period commencing on its acceptance of this Order and continuing until one (1) year after the date of the delivery of the Goods and/or the completion of the Services (a) a commercial general liability insurance policy, including coverage for products liability, completed operations, contractual liability and personal injury and property damage, and having a per-occurrence limit of at least \$2,000,000 and an aggregate limit of at least \$5,000,000 and (b) workers' compensation insurance as required by applicable law. At Buyer's request from time to time, Seller will provide to Buyer current and valid certificates of insurance evidencing such insurance policies are in full force and effect, and shall ensure that the corresponding insurance policy shall not be modified or cancelled unless and until Buyer receives at least thirty (30) days' advance written notice of such modification or cancellation.

11. Inventory Management; New Products.

(a) Without limiting Buyer's rights with respect to non-conformance of any Goods, Buyer shall also have the right on a quarterly basis as part of a leveling of its inventory to cancel all or a portion of any Order, to delay the delivery date of some or all of Goods and/or to return any Goods to Seller (even if Buyer has already accepted Goods) by giving Seller written notice and without increasing the price of Goods. In exercising its rights under this section, Buyer shall not incur any costs, expenses, fees or liabilities of any kind, including re-stocking fees, except that for any Goods returned under

this section for Buyer's convenience, Buyer shall, as its sole obligation for such return, pay Buyer's costs to ship those returned Goods to Seller. Buyer shall have the right to obtain a prompt refund from Seller of all payments Buyer has made with respect to any Goods that Buyer returns to Seller and for that portion of any Order Buyer terminates; alternatively, at Buyer's option, Buyer may set off the applicable refund amount against its next payment to Seller.

(b) Seller shall provide Buyer with no less than sixty (60) days' notice before discontinuing or materially altering any Goods, and Buyer may, at its sole discretion, return any such discontinued or altered Goods in its inventory for a full refund or credit (at Buyer's option) of the amount paid by Buyer to Seller for such returned Goods. Seller shall notify Buyer at least thirty (30) days before the date that Seller introduces any new, similar, or improved version of a Good and make such product available for resale by Buyer on or before the date it is first introduced in the marketplace.

12. **Indemnification.** Seller will indemnify and hold harmless Buyer and its subsidiaries, affiliates, successors, assigns, and customers of Buyer, and their respective directors, officers, employees, and agents (each, an "**Indemnified Party**"), and at Buyer's election, shall defend the Indemnified Party, from and against all claims, demands, suits, actions, liabilities, damages, losses, penalties, costs and expenses, including attorneys' fees, deficiencies, interest, fines, penalties, court costs, settlements, the costs of enforcing any right to indemnification under this Order and the cost of pursuing any insurance providers, incurred by or awarded against an Indemnified Party, and arising out of or relating to: (a) any breach of warranty, defect in the Goods and/or Services, or any failure of the Goods and/or Services to comply with Buyer's specifications or this Order; (b) any claim that the Goods and/or Services or any product incorporated in the Goods and/or Services are defective or caused personal injury or property damage; (c) actual or alleged breach of any express or implied representation, warranty or covenant by Seller; (d) failure of Seller to perform the Services or deliver Goods on a timely basis in precise conformity with the applicable Order; (e) breach of an Order; (f) intentional or negligent act, omission, or misrepresentation by Seller in connection with performing its obligations under an Order; (g) any claim regarding warnings or failure to warn with respect to Goods or Services; (h) voluntary or required recall of a Good due to systematic failures or otherwise (including direct and indirect costs associated therewith) or (i) claim that any Good or Service, or the use or possession of a Good or Service by Buyer or its customers infringes or misappropriates any patent, copyright, trademark, trade name, trade secret or other intellectual property right of any third party.

13. **Confidentiality.** Seller will not disclose, communicate or otherwise divulge to any person or entity, except Seller's employees who have a need to know in order to allow Seller to comply with its obligations under this Order and who have restrictions on disclosure and use at least as stringent as the ones set forth in this Order, any of Buyer's or its affiliates' specifications, samples, drawings, financial data, business, marketing and engineering plans, customer-related information, designs, software, technology, trade secrets, know-how or the terms of this Order (collectively, "**Confidential Information**"). Seller will only use Confidential Information to comply with its obligations under this Order and for no other purpose whatsoever. All Confidential Information will remain Buyer's or its affiliates' property, and Seller will have no right, title or interest in any Confidential Information. At Buyer's request at any time, Seller will return all Confidential Information (in whatever original, digital or other form it may be) to Buyer or destroy the same and promptly certify to Buyer in

writing it has done so. Seller will not use Buyer's or its affiliates' name or the fact that Seller is selling Goods or providing Services to Buyer in any press releases, media statements or public communications or otherwise publicize this Order without Buyer's prior written consent in each instance. Seller will not use Buyer's or its affiliates' name, logos, trademarks, service marks, trade names or trade secrets in any way without Buyer's prior written consent in each instance, and Buyer will not be deemed to have granted Seller a license of, or granted Seller any rights in, any of the foregoing by issuing any Order. Buyer shall be entitled to injunctive relief for any violation of this Section.

14. **Notice.** All notices, request, consents, claims, demands, waivers and other communications under an Order (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on the face of the Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by electronic mail, personal delivery, or FedEx overnight courier (with all fees pre-paid), and is effective only upon receipt of the receiving party (which shall not be unreasonably withheld).

15. **Governing Law; Arbitration.** This Order, the purchase and sale of any Goods and/or Services, and any dispute, controversy or claim relating to or arising out of any of the foregoing shall be governed by South Carolina law, excluding its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded and will not apply. Any dispute, controversy or claim relating to or arising out of this Order, the Goods and/or the Services, shall be exclusively settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in Greenville, South Carolina by one (1) arbitrator and the language of the arbitration shall be English.

16. **General.** Seller may not assign, delegate or subcontract all or any portion of this Order without Buyer's prior written consent, and any attempted assignment, delegation or subcontracting without that consent shall be void. The terms "including," "include" and "includes" shall not be construed to be limiting. If any provision of this Order is held to be invalid or unenforceable for any reason by a court of competent jurisdiction, the remainder of this Order shall remain in full force and effect and shall not be impaired or invalidated. Buyer and Seller are independent contractors, and nothing in this Order shall be construed as creating a partnership, joint venture, agency or fiduciary relationship between the parties. The remedies in this Order are cumulative and in addition to all rights and remedies at law and in equity. Any failure or delay by Buyer to exercise any of its rights under this Order shall not be construed as a waiver of such rights. **Sections 3, 4, and 7 through 16** of this Order will survive the termination of the Order for any reason, in addition to any other sections, which by their nature will survive. This Order contains the entire agreement of the parties relating to the subject matter and supersedes all prior and contemporaneous agreements, understandings, usages of trade and courses of dealing, whether written or oral. This Order may be amended or modified only by a written agreement, signed by both parties.

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