

J P POLYMER SHEETINGS LTD.
GENERAL TERMS and CONDITIONS

A. GENERAL

- i. These general Terms and Conditions of Sale (GTC) will apply to the entire business relationship between the Customer and J P Polymer Sheetings Ltd., (J P Polymer) in particular to the present supply agreement and any supply agreements to be concluded in the future. Deviating provisions shall be ineffective even if J P Polymer does not expressly object thereto. Deviations from these GTC proposed by the Customer shall only be effective if J P Polymer accepts the same in writing.
- ii. Offers shall be valid for a maximum period of 4 weeks from their date of issue.
- iii. Mailing of the J P Polymer price list shall not be considered an offer. J P Polymer shall be under no supply obligation regarding orders received on the basis of general offers, circulars or price lists.
- iv. Agreements concluded orally or over the telephone as well as written and oral agreements with agents of J P Polymer will only be binding on J P Polymer if J P Polymer has acknowledged them in writing.
- v. Moulds, production aids and facilities shall be the property of J P Polymer, even if the Customer has paid a mould cost contribution and has provided the proposals and designs for the items to be produced.
- vi. Instructions provided by J P Polymer in brochure, instructions for use or other product information shall be strictly complied with in order to prevent damage. J P Polymer expressly warns the Customer against any use or treatment of the product beyond the defined areas of application. The Customer shall ensure that any further Customer or user will be instructed sufficiently.
- vii. As J P Polymer cannot have any influence over how its products are used, they are used entirely at the user's own risk. Care should be taken in selecting the most suitable quality for each application.
Advice is available, but the final responsibility remains with the Customer to evaluate requirements; in particular if specified properties are sufficient for use.

B. Terms of Delivery

- i. Deliveries will be made and invoiced at the prices and on the terms and conditions applicable on the date of delivery.
- ii. The incoterms applicable from time to time shall apply to all trade clauses. If J P Polymer delivers goods free of charge to the address of the Customer once or several times, no legal claim to be granted that benefit permanently will arise therefrom.
- iii. The measurements provided for by the relevant standards and the statutory provisions shall be complied with.
- iv. Partial deliveries shall be permitted.

C. Packaging

J P Polymer will charge:

Total production costs – no pallets, boxes, boards or crates will be taken back unless return of the same has been agreed.

D. Delivery Periods

J P Polymer undertakes to observe agreed delivery periods provided only that there is an undisturbed course of delivery.

Consequences of force majeure or similar unforeseeable events occurring at J P Polymer or third parties with whom J P Polymer maintains business relations e.g. interruptions of operations or traffic; fire; floods; lack of workforce, energy or raw materials; strike; lock-out; official measures or the like will release J P Polymer from its obligation of timely delivery and grant J P Polymer in addition, the right to discontinue further deliveries without having to pay damages and without being obliged to make subsequent deliveries.

E. Retention of Title

J P Polymer will retain title to all goods supplied by it until full payment of the amounts invoiced. This shall also apply if the purchase price has been paid for certain deliveries of goods defined by the Customer, because retention of title serves the purpose of securing the total accounts receivable by J P Polymer. If goods which are the property of J P Polymer are mixed, blended or combined with other items, the Customer already at this point assigns his ownership rights or co-ownership rights to the new item to J P Polymer and shall hold the item in safe custody for J P Polymer with the care of a prudent businessman. The Customer may only sell the goods which are the property of J P Polymer in the ordinary course of business provided that he is not in default of payment. The Customer already at this point assigns his purchase price claims from residue vis-a-vis his customers to J P Polymer, and shall make the note which is required for this assignment clause to become effective in his books or on his invoices. In the case of assignment, J P Polymer shall also be entitled to notify the customers of the Customer. The consent to resal, process or combine the goods shall automatically expire if insolvency proceedings are opened over the assets of the Customer.

F. Terms of Payment

- i. The amounts invoiced shall be payable within 30 days after the date of the invoice without any deductions and shall be paid free of postage and charges.
- ii. If the value of a payment which has been agreed in a currency other than pounds sterling changes by more than 5% (e.g. due to a change of currency parity), J P Polymer will be entitled to adjust the price accordingly.
- iii. In the case of unforeseeable increases in the cost of raw materials, energy or delivery, J P Polymer will be entitled to adjust the selling prices accordingly as of the date of delivery.
- iv. Unless otherwise agreed, the selling prices of J P Polymer as well as all offers and calculations shall be considered net amounts in pounds sterling
- v. Employees and agents of J P Polymer will only be authorised to accept payment if they hold collective authority. Advance payments and payments on account shall yield no interest.
- vi. In principle, the Customer shall transfer payments into the account advised by J P Polymer at his risk and cost.
- vii. Any retention or set-off by the Customer of any claims whatsoever against claims of J P Polymer shall be excluded.

- viii. Acceptance of bills of exchange in lieu of payment shall require the written consent of J P Polymer.
- ix. If the Customer is in default of payment, J P Polymer shall be entitled to charge default interest at a rate of at least 12% p.a. If J P Polymer is entitled to a higher rate of interest due to statutory provisions or if higher interest has to be paid by J P Polymer due to higher borrowing costs, J P Polymer shall be entitled to charge such interest. In addition, the defaulting Customer shall bear any and all dunning charges, collection charges, investigation and information charges incurred in connection with collection of the accounts receivable outstanding.

G. Warranty

- i. J P Polymer will remedy any defects in production or materials that occur in products, or deviations from the relevant standards at its option by means of repair or substitute delivery. Notices of defects due to patent defects and variances can only be taken into account if they are recorded immediately upon receipt of the goods on the delivery document and claimed vis-a-vis J P Polymers by no later than seven (7) working days of such receipt.
- ii. In the case of deliveries of economy or class 2 grades, the right to complain on grounds of optical defects and other impairments of quality shall always be expressly excluded.
- iii. If the items are to be in conformity with earlier deliveries, deviations will be avoided to the extent technically possible. In the case of substantial deviations, J P Polymer shall at its option, either provide substitute delivery or rescind the contract.
- iv. Before rejected goods are returned, J P Polymer's consent shall be obtained. The items shall be returned free of any charge to J P Polymer in a clean, wrapped and uncut/unprocessed condition with identifying paperwork listing original delivery details.

H. Liability

- i. J P Polymer will be liable for damage caused by its own fault or by the fault of its agents, but not in cases of ordinary negligence. To the extent permitted by law, no liability shall be assumed in cases of gross negligence either for lost profit due to delayed or defective delivery; for disadvantages due to business interruptions caused thereby; for transportation costs incurred in connection with replacing defective goods with non-defective goods; for costs of dismantling or installation if any; or for claims asserted vis-a-vis the Customer by customers of his. J P Polymer will take out an insurance against those kind of disadvantages at the Customer's request and at his cost.
- ii. J P Polymer will be liable for personal injury according to law. Liability for damage to property will only be accepted by J P Polymer if suffered by a consumer and is otherwise excluded. In the case of resale of products purchased from J P Polymer, the purchaser shall be obliged to pass on the above exclusion of liability regarding damage to property in the commercial area to each further purchaser.
- iii. If items are produced or distributed on the basis of orders, drawings, samples or other documents or instructions of the Customer and rights of third parties are infringed thereby (in particular industrial property rights of third parties), the Customer shall indemnify and hold J P Polymer harmless.
- iv. The customer will indemnify J P Polymer from any failure of correct processing and/or installation of a product supplied to them or a third party.

I. Miscellaneous

- i. Unless mandatory statutory regulations to the contrary exist, warranty claims shall be asserted in court within two (2) years, and claims for damages within three (3) years after delivery. Claims which are asserted thereafter or exceed the scope determined in these GTC shall be excluded.
- ii. J P Polymer will be entitled to offset claims against accounts receivable, whether already due or not, including future accounts receivable to which J P Polymer is entitled vis-a-vis the Customers or to which the Customer is entitled vis-a-vis J P Polymer (if necessary, the Customer will be informed about the status of such shareholdings upon request).
- iii. If any provisions of these GTC or any contractual agreement between J P Polymer and the Customer is held by any court or other competent authority to be void, illegal or unenforceable in whole or part; the other provisions of these GTC or the affected Agreement as well as the remainder of the affected provisions shall continue to be valid, in force and binding. The void, illegal or unenforceable provision shall be automatically deemed replaced by such valid legal and enforceable provision that comes closest to the business purpose of the replaced provision.
- iv. If, after the conclusion of the contract, J P Polymer learns that the financial situation of the Customer has developed unfavourably or that insolvency proceedings have been initiated, or have not been initiated for lack of assets or that proper fulfillment of the contract is not secured, J P Polymer may demand advance payment or collateral security equal to the value of the delivery. If the Customer fails to fulfill this request, J P Polymer shall be entitled to rescind the contract with immediate effect.
- v. For all legal disputes arising out of or in connection with the business relationship between J P Polymer and the Customer (in particular in connection with supply agreements;) the court having jurisdiction over the subject matter. J P Polymer shall, however, at its option, be entitled to sue the Customer also before the court having jurisdiction over 1) the place of the Customer's registered office or 2) the location of any goods which may be the subject of dispute.
- vi. Unless mandatory statutory regulations to the contrary exist, the entire business relationship between J P Polymer and the Customer (in particular the supply agreements concluded) shall exclusively be subject to English Law.
- vii. Interpretation;
 - All references to 'we' 'us' 'our' and/or J P Polymer and/or the purchaser are references to J P Polymer Sheetings Limited.
 - All references to agreement by J P Polymer shall entail agreement in writing signed by an authorised signatory of J P Polymer Sheetings Limited.
 - All references to the abbreviation GTC are references to these General Terms and Conditions (GTC).

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