

## DBI Purchasing Terms & Conditions

These Purchasing Terms & Conditions ("Terms") apply to all deliveries of products and services from a party ("Supplier") to DBI Plastics A/S or its Affiliates (each of which is referred to as "DBI"). No terms and conditions other than the Terms shall be binding upon DBI and Supplier unless agreed in writing by both DBI and Supplier.

### 1. Order and Confirmation

Purchase orders will be issued by DBI electronically and will be binding at Supplier's acceptance electronically. Any modifications of or comments to the purchase order by Supplier are binding only, if accepted by DBI in writing. If Supplier does not reject a DBI purchase order within two (2) working days after receipt or if Supplier commences the performance of any part of a DBI purchase order the purchase order will be deemed unconditionally accepted by Supplier. A purchase order issued by DBI and accepted by Supplier is hereinafter referred to as an "Order". Products and/or services covered by an Order are hereinafter referred to as "Products".

### 2. Terms of Delivery

Delivery of Products shall be made pursuant to the Order. If the delivery terms are not specified in the Order deliveries shall be made DDP at the address designated by the ordering DBI entity. DDP shall be interpreted in accordance with the latest valid version of Incoterms. DBI is not obligated to accept early deliveries, partial deliveries, or excess deliveries.

### 3. Delay of delivery

Supplier shall use its best efforts to avoid delay in the delivery of Products. If Supplier has reason to believe that it will not be able to deliver Products at the agreed time of delivery, Supplier shall immediately notify DBI thereof in writing to agree the right priorities. For the avoidance of doubt, it is outlined that such notice shall not relieve Supplier of its responsibility and liability to deliver on time.

If Supplier does not deliver the Products on the agreed time of delivery DBI is entitled to liquidated damages as from the agreed delivery date unless the delay is caused by DBI. The liquidated damages amount to two (2) percent of the total order sum per week or fraction of a week of the delay. The liquidated damages cannot amount to more than twenty (20) percent of the total order sum. The liquidated damages shall fall due for payment at DBI written demand. Part deliveries shall not exempt Supplier from liability pursuant to this provision.

Any delay beyond fourteen (14) days from the agreed delivery date is considered a material delay which entitles DBI to terminate the Order as well as any Order which is related to the delayed Order.

Supplier's payment of liquidated damages due to delay does not exclude the right of DBI to claim compensation for any direct loss more than the liquidated damages amount. This obligation on Supplier to compensate DBI's loss shall exist irrespective of whether DBI chooses to terminate the Order or not.

In the event of delay of products DBI may request Supplier to deliver the products by the fastest means of transport. If DBI's request is reasonable based on the potential implication on DBI, Supplier shall meet DBI's request. Any additional delivery charges more than those that would apply for the usual means of delivery shall be borne by Supplier.

### 4. Prices and Payment Terms

Unless expressly stated to the contrary, prices stated in an Order are (i) fixed and firm, (ii) exclusive of VAT, but including all other costs, including, but not limited to taxes, duties, levies, charges, travel costs, expenses, incidentals etc. and (iii) inclusive of the costs of packaging.

Payment terms are sixty (60) days from the date of undisputed invoice +/- three (3) working days. Where products are invoiced, invoicing may take place upon completion of delivery. Where services are invoiced, invoicing may take place only upon finalization and acceptance of services, or monthly if specified in the Order. All invoices shall be in English and state DBI's order number and the agreed terms of payment. Invoices without this information are not payable and will be returned to Supplier for correction and reissuance.

### 5. Confidentiality and Restricted Use

Any non-public information, including, but not limited to, drawings, descriptions, specifications and any other documents which DBI has made or may make available to the Supplier ("Confidential Information") shall remain the property of DBI and shall be treated as confidential by Supplier and its representatives and must not, without the written consent of DBI, be copied, reproduced, or transferred to third parties other than Affiliates or be used for other purposes than those intended when the Confidential Information was made available. Confidential Information shall be returned upon DBI's request.

### 6. Warranties Concerning Services

If Supplier provides services to DBI Supplier warrants that: (i) Supplier has the requisite expertise, knowledge and skills necessary to perform the services with a high standard of quality and in accordance with the terms and conditions of any Order; (ii) the services will be performed in a workmanlike and professional manner in accordance with high industry standards; (iii) Supplier has the right to enter into and fully perform any Order and Supplier's performance of the services will not violate any agreement or obligation between Supplier and a third party; and (iv) all services shall be in conformance with all applicable laws, rules and regulations of the country where the services are performed.

### 7. Warranty & Compliance

For a period of twenty-four (24) months from the date of delivery Supplier warrants that Products delivered (i) are designed and manufactured in a professional and workmanlike manner; (ii) are fit for any normal or agreed purpose; (iii) are free from defects in design, materials and workmanship; (iv) comply with applicable law; and (v) comply with agreed specifications and requirements.

Supplier shall without undue delay, at DBI's discretion, credit, repair or replace defective Products at Supplier's cost and risk. Supplier shall reimburse DBI any documented, direct loss incurred because of defective Products including, but not limited to, inspection costs, dismantling and installation cost, freight, import and export duties, charges, and taxes.

Defective Products that have been replaced at Supplier's cost shall be the property of Supplier and shall be returned to Supplier at Supplier's risk and cost if Supplier requests so within thirty (30) days from Supplier's receipt of DBI's complaint.

Supplier shall ensure that the Products, Supplier processes, and Supplier services conform to applicable law in the country/countries of manufacture, shipment, delivery, and (if provided to Supplier) the country of destination. Supplier shall cascade all applicable requirements down the supply chain to the point of manufacture.

Supplier shall as a minimum fulfill all applicable environmental and safety rules valid in the manufacturing country at the time of manufacturing.

### 8. Product Liability

Supplier shall defend, indemnify, and hold DBI harmless from all claims and losses arising from personal injury or damage to property, if these are caused by defects in the Products. Supplier shall furthermore defend, indemnify, and hold DBI harmless for losses and expenses incurred by DBI in the course of averting risk for death, personal injury or damage to

property caused by Products, e. g. issuing warnings or initiating preventive recall actions.

If a product liability claim relating to Products is lodged by a third party against one of the Parties, the latter Party shall without undue delay inform the other Party thereof in writing. Supplier is obliged to let itself be summoned to the court or arbitral tribunal examining claims for damages lodged against DBI based on damage allegedly caused by a Product.

## 9. Indemnifications & Insurance

The Supplier shall indemnify and hold the Purchaser harmless against any losses and claims in contract, tort or otherwise relating to injuries or damage to any person or property which may arise as a result of the Supplier's performance under this agreement or as a result of the Supplier's nonconformance of the Products with the at the time valid specifications, drawings etc. Supplier shall be liable for the acts and omissions of its subcontractors to the same extent. The Supplier's liability to indemnify the Purchaser as aforesaid shall be reduced proportionately to the extent that the act or neglect of the Purchaser or his servants or agents is proved to have had contributed to the said loss, injury or damage. The Supplier's liability to indemnify the Purchaser as aforesaid shall be reduced proportionately to the extent that the act or neglect of the Purchaser or his servants or agents is proved to have had contributed to the said loss, injury or damage.

The Supplier shall maintain and show evidence on a continuous basis a global product liability insurance (or a general liability insurance which includes global coverage for product liability) with an insured amount of not less than one million Euro per event.

## 10. Intellectual Property Rights

Supplier shall ensure that the Products, or the use or transfer thereof, shall not infringe any intellectual property rights of any third party (including, without limitation, any patent, trademark, industrial design, copyright or license right or trade secret). If claims based on the Products' infringement of intellectual property rights are made by a third party against DBI and/or DBI' customers and/or end-users of the Products or DBI products of which the Products form part, Supplier shall indemnify DBI for all damages, costs and expenses arising out of or in connection with such claim or infringement. DBI shall without undue delay notify the Supplier of any such claim and allow the Supplier to either independently plead or to intervene in the proceedings regarding such infringement claim.

Should Products be found to infringe the intellectual property rights of a third party, Supplier shall, without cost to DBI, modify the Products to be non-infringing or shall obtain and maintain such license and rights from the third party as are required for the unrestricted, continuous use of the Products.

## 11. Force Majeure

Neither party can be held responsible for non-fulfillment of an Order, provided the non-fulfilling party proves that this is caused by force majeure, including but not limited to labor conflict involving other than Supplier's employees, fire, export and import prohibitions, currency restrictions or other obstructions beyond its control, which could not reasonably have been avoided or limited.

The party intending to claim relief due to force majeure shall, in writing, without delay inform the other party of the obstruction(s) and the implication of this for the fulfillment of the Order. This party is furthermore obligated loyally to co-operate in mitigating the consequences of a force majeure situation.

In case the specific force majeure situation has not been terminated within one (1) month, the other party is entitled to terminate the Order by written notice with immediate effect without further liability.

## 12. Sustainability

Supplier will in its manufacturing and supply of Products conduct its business with a minimum consumption of raw materials, energy and water, the fewest possible undesirable health, safety and environmental effects and the most effective utilization of natural resources.

## 13. Conflict Minerals

DBI or its customers may be subject to due diligence and reporting requirements regarding Conflict Minerals. If the Products contain tin, tantalum, tungsten or gold Supplier shall i) adopt policies and management systems with respect to Conflict Minerals and require its sub-suppliers of tin, tantalum, tungsten or gold to adopt similar policies and systems; ii) On DBI's request exercise due diligence and without undue delay upload a populated and validated conflict minerals report ("CMR") according to the Responsible Minerals Initiative Conflict Minerals Reporting Template ("CMRT") to a platform designated by DBI; iii) Request CMR from its sub-suppliers of tin, tantalum, tungsten or gold as part of Supplier's due diligence; and iv) support DBI, as reasonably required, to help DBI or its customers comply with reporting obligations. More details concerning CMRT can be found at:

<http://www.responsiblemineralsinitiative.org>

## 14. Gifts and Gratuities

All DBI employees are bound by a corporate standard governing ethics for all employees with contact to suppliers.

Supplier not make any secret payment of commissions of money, substantial gifts, services, dining, entertainment and travels or other similar gratuities or benefits to any employee of DBI or such employee's family directly or through a third party for the purpose of inducing the employee to do or omit any action or simply to look favorably on Supplier. Supplier acknowledges that a breach of this provision is considered a material breach of this Agreement and DBI shall be entitled to terminate this Agreement with immediate effect.

## 15. Customs

Supplier must satisfy all requirements of the applicable national and international customs and foreign trade legislation ("Foreign trade legislation"). Supplier must notify DBI in writing of all data and information that the ordering party needs in order to comply with the Foreign trade legislation in exports, imports and re-exports, in particular, but not limited to: the commodity code according to the current commodity classification for trade statistics and customs purposes based upon the Harmonized System (HS); and the country of origin. Upon DBI' request Supplier shall provide any other foreign trade data with respect to the Products and their components in written form and shall inform DBI of all changes to such data without undue delay and prior to supply to DBI.

## 16. Partial Invalidity

If one or more of the terms and conditions in these Terms or any part of a term is deemed invalid, unenforceable, illegal or inoperable, the validity, enforceability, legality or operability of all further terms and conditions shall not be affected or diminished thereby.