

General Terms and Conditions of Purchase (GTCP) of AGRO AG

1. KAISER Group

1.1 The KAISER Group consists of the following companies:

KAISER GmbH & Co. KG
Ramsloh 4, D-58579 Schalksmühle
Deutschland

AGRO AG | A KAISER COMPANY
Korbacherweg 7, CH-5502 Hunzenschwil
Schweiz

N.V. PLASTIC COLOR | A KAISER COMPANY
Puursesteenweg 363, B-2880 Bornem
Belgien

2. General

2.1 All orders from AGRO AG (AGRO) are subject to these Terms and Conditions unless expressly agreed otherwise. Conditions contained in the Seller's ('Supplier's') general business conditions or order confirmation are hereby expressly rejected. Unconditional acceptance of order confirmations or deliveries shall not constitute acknowledgement of said conditions.

2.2 With the first delivery under these Terms and Conditions of Purchase the Supplier acknowledges their exclusive application to any subsequent orders.

2.3 Orders shall only be binding if they have been placed or confirmed in writing. These General Terms and Conditions of Purchase (GTCP) shall govern all cases that are not the subject of a separate written agreement between AGRO and the Seller ('Supplier').

2.4. These GTCP shall apply in all cases unless other conditions have been expressly accepted in writing by AGRO. Acceptance of delivery shall in no case be construed as approval of the Supplier's conditions.

3. Tenders

3.1 Preparation and delivery of tenders to AGRO shall be free of charge.

3.2 Offers shall be prepared in accordance with the call for tenders. Any deviation from the tender specifications must be clearly indicated by the Supplier.

3.3 As long as the order has not been placed, AGRO is entitled to terminate the negotiations at any time, without any compensation being due.

4. Orders

4.1 An order shall only be valid if it has been officially placed in writing by AGRO. All quoted prices are fixed. Orally communicated orders, agreements or amendments shall only be valid if they have been confirmed in writing.

4.2 Unless otherwise agreed, each order must be confirmed in writing within 5 working days and the confirmation must conform in all respects to the order. The Contract shall not come into force until the order confirmation has been received.

4.3 If the Supplier does not issue a written confirmation within the aforementioned period, the order shall be considered approved.

5. Time of Delivery and Delay

5.1 Type, scope and time of the delivery or service shall be set out in the order. Deviations are subject to written approval by AGRO. The Supplier shall comply with the shipping instructions of AGRO and the forwarder or carrier. All shipping documents, correspondence and accounts shall include the AGRO order and item numbers. Transport costs, including packaging, insurance and all ancillary costs, shall be borne by the Supplier unless expressly agreed otherwise.

5.2 Delivery times or dates stated in orders are binding and apply upon arrival at the place of performance. The Supplier shall immediately counteract any imminent or foreseeable delays and notify AGRO thereof in writing.

5.3 AGRO is entitled to reject the acceptance of goods that are not delivered within the time of delivery stated in the order and to send them back or store them with third parties, at the expense and risk of the Supplier.

5.4 In the event of delayed delivery, AGRO shall be entitled, for each started week of delay, to demand an amount of 1% (per cent) of the agreed purchase price, limited to a maximum amount of 10% (per cent) of the total amount. This contractual penalty shall be in addition to any losses incurred by AGRO. In such a case, AGRO reserves the right to demand compensation.

6. Delivery and Transfer of Title

6.1 Orders are subject to Incoterms 2010.

6.2 The transfer of title shall take place on transfer of risk.

6.3 AGRO reserves the right to reject deliveries with defective packaging, marking or documentation as well as partial or advance deliveries that have not been agreed in writing.

6.4 AGRO reserves the right to return the packaging to the Supplier in exchange for appropriate compensation.

7. Quality and Acceptance

7.1 The Supplier warrants that the goods conform to the submitted specifications, applicable standards and to the state of the art.

7.2 AGRO reserves the right to inspect the goods upon arrival for obvious and visible defects prior to their acceptance. In case of complaints, AGRO reserves the right to charge the inspection and replacement costs to the Supplier. All types of defect shall be notified within 14 days of their discovery. During the warranty period, the Supplier shall waive the objection of delayed notification of hidden defects.

7.3 The dimensions, weights and quantities of the delivered goods as determined at the time of the incoming inspection shall be binding.

8. Export Control and Customs

8.1 For goods, the customs tariff number of the country of origin shall be indicated. Proofs of preferential origin, as well as conformity declarations and marks of the country of origin shall be submitted without prior request.

9. Terms of Payment

9.1 Invoices stating the order and item numbers shall be issued upon shipment of the goods. The value added tax shall be shown separately.

9.2. Payment shall be effected in accordance with the agreed terms of payment, subject to proper delivery, correct pricing and proper calculation. In the event of a defect under warranty, AGRO shall be entitled to retain payment until the Supplier has fulfilled their warranty obligation.

10. Warranty

10.1 The warranty obligations of the Supplier are governed by the statutory provisions, unless otherwise stipulated below. The Supplier shall, upon first request, hold harmless and indemnify AGRO against any third-party claims for defects, infringement of third-party industrial property rights, or losses caused by the delivered product in proportion to its contribution to the overall cause for such losses. The Supplier undertakes to take out reasonable product liability insurance.

10.2 The acceptance inspections performed by AGRO shall in no way diminish or limit the Supplier's liability for the delivery of products in compliance with the specifications

provided by AGRO.

10.3 AGRO shall be entitled to serve notice of defects at any time during the warranty period. The warranty period shall last for 24 months from the date of delivery unless a longer warranty period is required by law. The warranty period shall begin anew upon the delivery of replaced or repaired parts. The warranty shall include any actual or legal defects of the goods as well as any lack of guaranteed or assumed specifications.

10.4 In the event of delivery of defective products, the Supplier shall, at the discretion of AGRO, replace the defective product free of charge, reduce the price in the amount prescribed by law, or remedy the defect free of charge. In urgent cases, AGRO shall be entitled, after consultation with the Supplier, to remedy the defect itself or have it remedied by a third party or otherwise procure a replacement at the expense of the Supplier. The foregoing shall also apply when the Supplier defaults on their warranty obligations.

10.5 The Supplier shall incur liability for replacing deliveries or correcting defects to the same extent as for the original deliverables, i.e., including, but not limited to, transport, travel and labour costs. The warranty period for replacement deliveries shall commence no earlier than the date of arrival of the replacement delivery.

10.6 The Supplier shall compensate AGRO for all reasonable costs arising out of a product recall under product liability law. AGRO shall first send a statement of position to the Supplier as soon as possible.

11. Copyright and Confidentiality

11.1 All rights and documents such as drawings, technical documents, etc., which are provided by AGRO to the Supplier for order fulfilment purposes, shall remain the property of AGRO and must automatically be returned in full upon termination of the business relationship.

11.2 The Supplier shall use the documents and all associated information solely for the purpose of order fulfilment. The Supplier shall not be entitled to manufacture products for third parties based on the documents and information or to copy or otherwise disclose such documents or information in whole or in part to third parties for purposes other than order fulfilment, without the prior written consent of AGRO. The Supplier shall store the documents and information with due diligence.

12. Liability / Third-Party Property Rights

12.1 The Supplier shall hold harmless and fully indemnify AGRO against all third-party claims in connection with the delivery or service arising out of product liability and intellectual property rights.

13. Applicable Law and Place of Jurisdiction

13.1 Unless otherwise agreed, the legal relationships based on the purchase contract shall be governed solely by Swiss national law, with the exclusion of the Vienna Convention on Contracts for the International Sale of Goods of 11 April 1980.

13.2 The place of jurisdiction shall be Lenzburg (Switzerland). AGRO shall, however, be entitled to sue the Supplier at their place of business.

Severability clause:

If any individual provisions of these GTCP should be or become invalid, this shall not affect the remaining provisions. Such provisions shall be acknowledged by both parties or can be modified by mutual written agreement.

Hunzenschwil, 01.01.2011