

GENERAL TERMS AND CONDITIONS OF PURCHASE

The present general terms and conditions of purchase (hereinafter the “General Conditions”) are applicable to all orders from GASCOGNE LAMINATES (the “CLIENT”), including all the GASCOGNE LAMINATES FRANCE sites, whether in particular the orders are for the purchase or leasing of assets or products and associated services or for the provision of services. No waiver will be permitted save in pursuance of the special terms and conditions of the order (the “Special Conditions). Any such waiver will pertain only to the order in question and may not be extended to any other order. In the event of conflict between the General Conditions and Special Conditions, the latter will prevail.

ARTICLE 1 – Application of the General Conditions

These conditions will apply in dealings between any SUPPLIER or SERVICE PROVIDER and the CLIENT, the issuer of the purchase order. Acceptance of the Order automatically implies acceptance of the CLIENT’s General Conditions and that the SUPPLIER relinquishes his right to avail himself of his own general conditions of sale.

These General Conditions will be applicable to all the CLIENT's Orders, in particular to the purchase or leasing of assets and products and the associated services, and to the provision of services.

These General Conditions may be modified only by prior agreement, accepted by the CLIENT and the SUPPLIER in writing.

ARTICLE 2 – Contract Documents

All the CLIENT’s Orders will be exclusively governed by the present General Conditions, as supplemented by the Special Conditions set out in the Order.

In the event of conflict between the documents, the order of priority will be as follows: 1) the Special Conditions, 2) the General Conditions.

The Special Conditions and the General Conditions constitute the entirety of the agreement between the CLIENT and the SUPPLIER, and prevail over any other prior agreement, explicit or implicit, written or oral.

ARTICLE 3 – Orders

All the CLIENT's Orders will take the form of a written purchase order.

No Order may be deemed to have been carried out with a SUPPLIER without a purchase order duly accepted by the SUPPLIER in the manner specified below.

Within a period of 48 hours of receiving the purchase order, the SUPPLIER shall forward an acknowledgement of receipt "in token of unreserved acceptance" of all the provisions of the Order. This acknowledgement of receipt, bearing the stamp and signature of an authorised representative of the SUPPLIER, may be sent to the CLIENT by fax.

If the SUPPLIER modifies the Order, for this modification to be valid it must be explicitly accepted by the CLIENT. This will give rise to the issue of a new purchase order (or an amendment supplementing the initial Order) incorporating this modification.

Any start made on the implementation of the Order, even before the term of 48 hours following receipt of the purchase order, will be deemed to be the "unreserved acceptance" of that Order.

The SUPPLIER shall verify whether the information and data contained in the Order and its accompanying documents are compatible with current laws and regulations and with good practice, and will inform the CLIENT in the event of incompatibility.

ARTICLE 4 – Prices - Terms of payment

The prices stated in the Order are inclusive, firm, not subject to revision and exclusive of tax. They are to be understood as "delivered duty paid" - DDP (INCOTERMS 2000) – to the point of delivery named by the CLIENT, unless a different INCOTERM is chosen and stated in the purchase order.

In the absence of any special conditions, payment of CLIENTS' invoices will be made as follows: a period of ninety (90) days will be counted from the end of the month in which the invoice is received and payment will be initiated no later than on the 15th day of the month following the 90-day period.

Under no circumstances may the SUPPLIER transfer or delegate his debt without the CLIENT's prior explicit authorisation.

Invoices forwarded by the SUPPLIER to the CLIENT shall be made out in the name of the CLIENT placing the Order, and sent to the address stated in the purchase order.

ARTICLE 5 – Deadlines - Delays

All deadlines specified in the purchase order shall be binding on the SUPPLIER; no change may be made to the deadlines stipulated in the purchase order without the CLIENT's prior written agreement.

Any delay, whatever the reason therefor, occurring during the performance of the Order, shall be immediately notified to the CLIENT.

In the event of delay, the CLIENT reserves the right, without the need for formal notice,

- to cancel the Order, with no other formality than sending a registered letter, the postal receipt constituting acknowledgement of receipt *ipso jure* and without legal recourse;
- to charge penalties for late delivery (to the amount of 2% per week of delay, based on the total value of the Order excluding VAT, up to a maximum of 20% of this amount), and/or to claim damages against the SUPPLIER for any prejudice caused to the CLIENT both by the delay and by the need to cancel the Contract.

ARTICLE 6 – Shipments - Transportation

The SUPPLIER will draw up a despatch note for any shipment addressed to the CLIENT, setting out all the particulars required for the identification of packages (to include the Order references: number and date, item code, description and quantity of the goods, the CLIENT's name, the name of the carrier). Packages shall be marked with all the particulars required for their identification: a statement of their contents, the Order references, number and date.

If the goods supplied are hazardous materials, the SUPPLIER shall provide a safety information sheet.

The packaging of the goods, the cost of which will be borne by the SUPPLIER, shall be appropriate for the nature of the goods, the method of transport and the place of destination and shall allow for unloading without the risk of accident.

ARTICLE 7 – Acceptance

The SUPPLIER, acting on behalf of the CLIENT, will inspect the goods and/or services before delivery to ensure that they comply with the specifications and guarantees stated in the Order. The cost of such inspection will form part of the sale price cited in the Order. The SUPPLIER hereby takes due note that the CLIENT will not re-inspect the goods before their further processing and/or resale, except to verify that no loss or damage has occurred during shipment.

The SUPPLIER hereby takes note that in view of the agreed practice detailed above, instances of non-compliance will be deemed to be latent and non-apparent defects.

ARTICLE 8 – Warranty

The SUPPLIER shall give an explicit warranty for his product and/or services. In the event of an apparent and/or latent defect that is not detectable on receipt, he undertakes to replace goods and/or re-provide services that are defective at the earliest possible time or, at the CLIENT's convenience, to reimburse the price. The SUPPLIER's liability in the event of such defects will expressly extend to any prejudice incurred by the CLIENT, in particular the loss of material, loss of operations or customers, compensation for delays, etc.

ARTICLE 9 – Liability - Insurance

The SUPPLIER hereby agrees that compliance with the terms of the Order is an end that must be achieved (*'obligation de résultat'* in the sense of French law).

As a professional in his specialist field, the SUPPLIER remains responsible for certain aspects that include but are not limited to the following: delivery deadlines, the performance of the goods and/or services supplied and:

- their compliance with the Order specifications
- their fitness for the use for which they are intended
- their compliance with regulations, legislation and standards in force

The SUPPLIER shall also have a duty to provide advice and information and in general will be required, in the performance of the Order, to abide by the standards applicable in this field, the CLIENT's standards and best professional practices.

The SUPPLIER will be answerable for any loss (including operating losses) caused in the implementation of the Order, directly or indirectly (including sub-contractors), in pursuance of ordinary liability law.

Consequently, the SUPPLIER shall hold an insurance policy covering all damage associated with the performance of the Order that may be caused to persons and property. This insurance policy shall be taken out with insurance companies known to be solvent. The SUPPLIER shall be able to furnish evidence at any time of this insurance policy and the payment of premiums.

ARTICLE 10 – Application of the CLIENT's internal regulations - Safety

If the SUPPLIER's personnel need to be present on the CLIENT's premises, the SUPPLIER alone will be responsible for his employees. The SUPPLIER shall ensure that his personnel is familiar with the CLIENT's internal regulations and the safety instructions applicable at the place where operations are performed. Any training required for this purpose shall be at the SUPPLIER's expense.

ARTICLE 11 – Rescission - Termination

If the SUPPLIER fails to fulfil any of his obligations and the failure is not remedied within fifteen days of the CLIENT sending to the SUPPLIER a registered letter with advice of receipt giving notice of said failure, the CLIENT may exercise the right to rescind or cancel the Order, without prejudice to any damages he may claim from the SUPPLIER as compensation for the loss incurred.

ARTICLE 12 – Intellectual and industrial property

The SUPPLIER will hold the CLIENT harmless against any claim relating to an industrial or intellectual property right (patent, trademark, designs, etc.), at the time when the Order and/or the service is being performed and during the use of the items supplied, for the whole duration of such rights. The SUPPLIER will be required to compensate the CLIENT for all costs and damages ensuing from an order or judgment on this account.

The SUPPLIER will exclusively assign to the CLIENT, in general and worldwide, any inventions (technical or intellectual, whatever the medium of their expression) realised for the purposes of the Order, progressively as they are developed, together with the related intellectual property rights, including the rights of reproduction, representation, adaptation, commercialisation and use.

As a result, the CLIENT alone will be authorised to use, reproduce, adapt, modify, circulate and exploit the said inventions in any form and whatever their medium of expression.

The plans, working drawings, sketches, models, manufacturing diagrams and notes, whatever their medium of expression and in general any document, written or oral information disclosed to the SUPPLIER in the course of the preparation for and/or performance of the Order, will be the sole property of the CLIENT.

The SUPPLIER undertakes that he will without delay return the inventions and documents that are the CLIENT's property at his first request.

ARTICLE 13 – Confidentiality

The SUPPLIER undertakes to treat as confidential the technical and commercial information to which he has access in executing the Order.

ARTICLE 14 – Force Majeure

If the SUPPLIER wishes to avail himself of a case of Force Majeure, he shall, within a period of forty eight (48) hours, notify the CLIENT in writing of all the information evidencing the unforeseeable, unavoidable and external nature of the event rendering him unable to fulfil his contractual commitments, and the consequences for the performance of the Order that he foresees.

The CLIENT then reserves the right to take any steps he may think fit in order to protect his interests.

The following are not deemed to be cases of Force Majeure:

- strikes at SUPPLIERS', their sub-suppliers' or sub-contractors' premises
- the direct or indirect consequences of failures in the computer systems of the suppliers, their sub-suppliers or sub-contractors.

ARTICLE 15 – Sub-contracting

The SUPPLIER may have recourse to one or more sub-contractors or sub-suppliers only with the CLIENT's prior approval.

Under no circumstance does such approval of recourse to sub-contractors or sub-suppliers exclude the SUPPLIER's responsibility for the performance of the Order and the expected result.

ARTICLE 16 – Choice of law and jurisdiction

The Order will be governed by French law. Any dispute between the CLIENT and the SUPPLIER that cannot be settled on an amicable basis will be referred to the Commercial Court of the place in which the CLIENT has his registered office.

In case of dispute, the original French version of these terms and conditions will prevail.