

GENERAL TERMS AND CONDITIONS OF SALES
Jindal Films Europe Virton SPRL (hereafter referred to as "JF")
Updated 01.11.2018

1. Agreement(s) as used herein shall mean any order confirmation issued by JF or any other contractual arrangement between JF and Buyer. These general terms and conditions shall apply to and form part of all Agreements from and after the date specified above, unless and until updated general terms and conditions are provided to Buyer by JF. Each Agreement constitutes the complete and entire understanding and agreement between JF and Buyer with respect to the orders thereunder. No other general terms and conditions will have an effect on any Agreement while these general terms and conditions are in effect. Deviations from the Agreement (other than updated general terms and conditions provided to Buyer by JF) shall be valid only if expressly agreed in writing by the parties. In the event of a conflict between any purchase order, sales contract or other arrangement and these general terms and conditions, the latter category shall prevail. In the event of a conflict between these general terms and conditions and the terms of a JF order confirmation, the latter category shall prevail.
2. Title to the product shall transfer from JF to Buyer simultaneously with the transfer of risks as per Incoterms. All references to Incoterms shall mean ICC Incoterms 2010.
3. JF will use reasonable efforts to meet the planned delivery date which shall be deemed to be only approximate.
4. If Buyer is responsible for the transport of products, Buyer shall ensure that the means of transport is clean and dry, suitable for loading and carrying the products, and complies with the safety standards of JF and with the legal standards for such means of transport. In case of non- or incomplete compliance with the above requirements, JF will be entitled not to load or cause to load this means of transportation, without any obligation to compensation.
5. If delivery takes place on reusable pallets/packaging (regardless of whether they are property of JF), Buyer will maintain these pallets/packaging in good condition and make them available on request for collection by or on behalf of JF. If not made available or not in good condition when requested in written by or on behalf of JF, Buyer will be invoiced actual pallets/packaging cost plus an administrative fee of 20% of the pallets/ packaging value.
6. JF's determination of quantity and quality shall be binding for both parties. Without prejudice to the foregoing, Buyer has the right to have a representative present at said determination, at his own cost.
7. Products shall be supplied by JF at the price valid on the planned delivery date.
8. Prices are exclusive of taxes (such as VAT), duties or other governmental charges. In addition to the price of the product, JF shall have the right to charge any taxes, duties or other governmental charges that now or in the future may be levied, in connection with the manufacture, sale, transportation, storage, handling, delivery, use, possession of or disposal of the product or raw materials used in it. VAT and excise tax exemptions granted on request of Buyer in accordance with legislation or administrative regulations imposed by any lawful authority, shall be the exclusive responsibility of Buyer who shall indemnify JF in

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respect of any VAT or excise Tax liabilities arising therefrom.

9. JF will invoice Buyer and Buyer will pay the invoice in the currency stated on the invoice, without any discount, deduction or set off, so that JFs designated bank account is credited with the full invoiced amount within 30 days from the invoice date.

10. Failure by Buyer to pay on the due date shall make all sums owing by Buyer to JF on any account whatsoever immediately and automatically due and payable, without prejudice to JF's right to charge automatically and without giving any notice the statutory late payment interest rate as defined in applicable legislation on combating late payment in commercial transactions.

11. JF and any of its Affiliates (as herein defined) may at any time without giving notice to or making demand upon Buyer, set off and apply any and all sums at any time owing by JF and/or by any of its Affiliates to Buyer or any of Buyers Affiliates, against any and all sums owing by Buyer or any of Buyers Affiliates to JF and/or to any of its Affiliates. An Affiliate is (1) for JF: any company which, directly or indirectly, controls, is controlled by, or is under common control with, JF and (2) for the Buyer: any company in which its ultimate holding company owns or controls, directly or indirectly, 50 % or more of the voting equity or stock.

12. If JF has objective reasons to conclude that the financial status of Buyer has become impaired or unsatisfactory, or in case of late payment, it may require Buyer to provide adequate securities, including cash in advance, for the timely payment of future deliveries, absent which it may suspend its supply obligations.

13. Health and safety information relating to handling and use of products are in the Safety Data Sheets (SDS) that JF has sent or will send to Buyer. Buyer shall notify JF if Buyer has not received such information by the delivery date. JF will assume that Buyer has received the necessary information absent notification from Buyer. Buyer shall provide such health and safety information to anyone including without limitation its employees, contractors, agents or customers who may be exposed to the product. Buyer warrants that it possesses the necessary expertise for handling products of the type being supplied hereunder and that it will take the steps necessary to review and understand that information contained on the SDS for each product it purchases. While the SDS is being supplied in good faith, no guarantee is made as to the accuracy or completeness of any data or statements contained therein. Such data and statements are offered only for Buyer's and its users' and customers' considerations, investigation and verification.

14. JF gives no guarantees or warranties, express or implied, as to the quality, merchantability, fitness for purpose or suitability of the products except that the product sold pursuant to the terms of an Agreement shall meet the relevant JF standard specification in force at the time of loading or such other specification or requirement which may be explicitly agreed in writing between the parties.

Without limiting the foregoing, JF does not recommend nor endorse the use of product(s) in any medical application and specifically disclaims any representation or warranty, express

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or implied, of suitability or fitness for use, or otherwise with respect to use of product(s) in any medical application. Buyer represents and warrants that no product(s) purchased hereunder will be used in or resold into any commercial or developmental manner in connection with medical applications without JFs prior express written acknowledgement. Further, Buyer agrees that it will make no representations, express or implied, to any person to the effect that JF recommends or endorses the use of product(s) purchased hereunder in any medical application.

JF's maximum liability for all claims for any reason is the sales price of the product involved and JF shall not be liable for indirect or consequential damage. Claims by Buyer are waived unless made in writing within 6 months from date of (non-) delivery. Buyer shall indemnify and hold JF harmless in respect of all claims for which JF is not liable.

15. JF makes no representation or warranty of any kind, express or implied, that the products sold hereunder, or the use of such products, or articles made there from, either alone or in conjunction with other materials, will not infringe any patent or trademark rights. Buyer agrees that it will promptly notify JF of any claim or suit involving Buyer in which patent or trademark infringement is alleged with respect to the products sold hereunder, and that Buyer will permit JF, at its option and expense, to control completely the defence or settlement of any such allegation of infringement.

16. Neither party shall be liable for any delay in performance or non-performance caused by circumstances beyond the reasonable control of the party affected including, but not limited to, acts of God, fire, flood, war, accident, explosion, breakdowns of machinery, labour disputes; inability to obtain energy, utilities, equipment, transportation, the product deliverable under an Agreement, or the feedstock from which the product is directly or indirectly derived; or good faith compliance with any regulation, direction or request (whether ultimately determined to be valid or invalid) made by governmental authority or any person or persons purporting to act for such an authority.

Regardless of the occurrence or non-occurrence of any of the circumstances set forth above, if for any reason, supplies of the product deliverable under an Agreement or of the feedstock from which the product is directly or indirectly derived from any of JF's then existing sources of supply are curtailed or cut off, JF shall have the option during such period of curtailment or cessation to apportion fairly among its customers including JF Affiliates and whether under contract or not, such product as may be received in the ordinary course of business or manufactured at JF's plants.

JF shall not be obliged to purchase or otherwise obtain alternative supplies of product deliverable under any Agreement, or the feedstock from which product directly or indirectly is derived. Nor shall JF be obliged to settle labour disputes, run down inventories below normal levels, adapt or vary its manufacturing plan except at its own sole discretion, or to take any steps other than in accordance with good business practice to make up inadequate supplies or to replace the supplies so curtailed or cut off. JF shall not be obliged to make up deliveries omitted or curtailed under an Agreement. Any such deficiencies in deliveries shall be cancelled with no liability to either party, it being agreed,

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however, that a force majeure situation hereunder shall not entitle either party to cancel any Agreement.

17. In case of any material breach of the terms and conditions contained in an Agreement by one of the parties, the other party may, without giving prior written notice or without undertaking any recourse to legal proceedings, suspend its further performance (other than, in the case of the Buyer, its obligation to pay for product already delivered), terminate the Agreement(s) or require specific performance by the other party of the Agreement(s) in whole or in part, without prejudice to its right to damages for any losses incurred subject to Article 14.

18. Buyer may not assign, delegate or transfer all or any portion of its rights, duties and obligations under any Agreement without the prior written consent of JF (or its successors or assigns). All or any portion of JFs rights under any Agreement (including any right to receive payment thereunder) may be assigned, delegated, or transferred by JF (or in turn by its successor or assign) to any entity, and a security interest, charge, lien or pledge therein may be created in favor of any entity, in each case without the consent of Buyer (although notice thereof shall be provided to Buyer within a reasonable period thereafter). Any such successor or assign shall automatically succeed to the rights of JF hereunder to the extent of the related assignment, delegation or transfer, without further action.

19. JF informs Buyer that any information or data communicated by Buyer may be subject to data processing for the purpose inter alia of enhancing services quality, keeping accounts, Buyer's records, invoicing and product supply. Such information and data may be transferred, communicated to or otherwise accessed by any JF Affiliates some of which may be located outside the territory of the European Union. According to applicable law, Buyer has a right of access and rectification of its personal data by sending a letter to JF.

20. Notwithstanding any other provision in an Agreement or any other document, neither any Agreement nor any other document constitutes an agreement by JF to take any action or refrain from taking any action that is in conflict with, penalized under or compliance with which is prohibited by US law or regulation.

21.a. Each Agreement between JF and Buyer shall be governed by the laws of Belgium (excluding its rules on conflict of laws). Neither the Uniform Law on the International Sale of Goods ('ULIS'), nor the United Nations Convention on Contracts for the International Sale of Goods 1980 ('CISG') shall apply.

21.b.(i) If Buyer's registered office is located within the territory of the European Economic Area ('EEA'), any disputes between JF and Buyer arising out of or in relation to any Agreement shall be of the exclusive jurisdiction of the Courts of Antwerp.

21.b.(ii) If Buyer's registered office is located outside the territory of the EEA, any disputes arising out of or in relation to any Agreement shall be finally settled under the CEPANI Rules of Arbitration by three(3) arbitrators appointed in accordance with said Rules. The seat of the arbitration shall be Brussels. The arbitration shall be conducted in the English language.