

General Business Terms and Conditions of SwissPrimePack AG ("Supplier")

as of May 2011

General

1. The following terms and conditions shall be valid for all deliveries made by the Supplier insofar as no deviating written agreements have been concluded. The Customer's General Business Terms and Conditions, which the Supplier has not expressly recognised in writing, shall be considered to be non-binding even if no express objection to them has been lodged.

Form

2. A fax or an e-mail shall fulfil the requirement of the written form provided for in these General Business Terms and Conditions.

Supplier's Offers

3. Only written offers from the Supplier shall be considered to be binding; they shall be valid for 30 days.
4. The Supplier shall not be bound to any other offers and they shall only become binding after the Supplier has confirmed the order in writing.
5. Descriptions of the delivery items in brochures, price lists and similar documents shall not be binding without the Supplier having expressly confirmed them in writing.
6. The price calculations made by the Supplier are based upon the documents provided by the Customer.

Conclusion of the Contract

7. Offers from the Customer shall be received verbally or in written form. The contract shall be considered to have been concluded when the Supplier has sent a written order confirmation after receipt of the Customer's offer or has otherwise expressly confirmed the offer in writing.
8. The issuance of the delivery note or of the outgoing invoice by the Supplier shall be considered to be a valid order confirmation .

Prices

9. The prices shall be understood to be excl. VAT, freight costs, toll charges, capacity-linked levy on heavy trucks, postal charges and packaging fees.

Payment Terms and Conditions

10. The invoiced amount shall be paid strictly net within 30 days after the invoice date.
11. The retention of payments due to any claims of the Customer as well as the offsetting of the Supplier's price claim with any counterclaims of the Customer shall be excluded. After the payment deadline has lapsed, the Supplier shall be entitled to charge default interest at the legal rate and a reminder fee of CHF 50 per reminder letter issued.

Delivery and Delivery Times

12. The shipping of the goods shall be at the Customer's risk. The risk passes to the Customer upon the handing over of the goods to a forwarder or freight carrier or when the goods have been segregated from the Supplier's warehouse (the earlier point in time shall be prevailing), and indeed even if the transport costs are paid by the Supplier.
13. Insurance against transport damage shall only be effected at the express written request of the Customer and at its own expense.
14. The delivery deadlines/delivery dates prescribed in the contracts are estimates only and the Supplier shall endeavour to comply with them if possible. However, in the event of delay in delivery the Customer shall neither have the right to rescind the contract nor have a claim for compensation of any direct or indirect delivery default damages. Force majeure events such as wars, production delays for which the Supplier is not at fault, shortages of raw materials, operational disruptions, strikes as well as difficulties in the procurement of materials shall release the Supplier, in whole or in part, from its delivery obligations.

Parts to be provided by Customer ("Additional Parts")

15. The Supplier shall promptly notify the Customer of any defects in the parts supplied by the Customer as soon as they become recognisable in accordance with usual business practice. However, the Customer waives the defence of the belated notification of defects by the Supplier.
16. In the event that the Additional Parts are not supplied in time, in sufficient quantities or in sufficient quality, any liability of the Supplier shall be excluded. In addition, the Supplier shall be entitled to discontinue the ongoing production of the goods until the Customer has supplied the Additional Parts in sufficient quantities and quality. In such cases, the Customer shall be obliged to reimburse the Supplier for any additional costs which the Supplier incurs.

Lithographs, Tools

17. Any final drawings, lithographs, printing plates, printing cylinders, punching, spraying, thermofforming and special tools shall remain the Supplier's property and shall not be released to the Customer even after

the cooperation ends - even if the Supplier's production of these parts has been billed in whole or in part to the Customer. They shall be stored by the Supplier for two years for any follow-up orders; if no additional orders have been made by then, the Supplier may make use of them at its own discretion. Any claims of the Customer with regards to these parts shall become extinct from this point in time at the latest.

Intellectual Property Rights

18. If the goods or portions thereof are manufactured based upon the ideas, proposals, samples, drawings or models of the Customer, the Customer shall guarantee that no third-party rights are violated. In all cases, the Customer shall indemnify the Supplier and hold it harmless from and against any and all claims (claims for damages, injunctive relief claims, rights to the abatement of a nuisance, etc.) which are asserted against the Supplier in conjunction with the violations of patent rights, trademark rights, design rights, industrial secrets or copyright-protected procedures (damages, court fees, attorney's costs, etc. to be paid by the Supplier).
19. All ideas, inventions, designs, copyright-protected work products, patents, copyrights, trademarks, industrial secrets, know-how or other intellectual property – whether registered or not – which belong to the Supplier or which have been developed in conjunction with the delivery of the goods by the Supplier shall remain the sole property of the Supplier.

Warranty, Notification of Defects, Liability

20. Specimens and samples shall be examined and approved by the Customer within the period set by the Supplier.
21. The Customer shall examine the delivered goods within eight days and shall immediately notify the Supplier in the event that any defects exist for which the Supplier is accountable. If the Customer fails to do so, the delivered goods shall be deemed to have been accepted.
22. Any notification of defects shall be made by providing a specific description of the type of defect. Otherwise, no notification of defects shall be deemed to have been validly made.
23. In the event that a defect exists which has been notified by the Customer in due time and proper form, the Supplier shall be free to choose either to make a replacement delivery or grant an appropriate price reduction. An appropriate extension of time shall be granted to the Supplier if it chooses to make a replacement delivery.
24. Any additional warranty or damage claims of the Customer, in particular all claims arising from consequential damages (such as loss of profit) shall be excluded. Any return shipments of the delivered goods shall not be accepted without the Supplier having approved their return in advance in writing.
25. The notification of defects shall not release the Customer from its obligation to make payments.
26. The Customer may not submit complaints about excess or short deliveries of up to 10% of the ordered quantities.
27. Deviations in mass, weight, thickness, colours, etc. which are customary for the industry shall not entitle the Customer to submit complaints.

Reservation of Ownership

28. Until full payment of the price – including any interests and costs – the delivered goods shall remain in the Supplier's property. The Customer hereby expressly grants its approval that the Supplier may register its retention of title in the Customer's Retention of Title Register.

Legal Venue, Applicable Law

29. **The legal venue for both parties shall be the Supplier's registered office. However, the Supplier shall be free to take legal action against the Customer in any other statutory venue.**
30. The legal relationships between the parties shall be governed by the substantive law of Switzerland. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.