

General terms of delivery (ALB) of Alfelder Kunststoffwerke Herm. Meyer GmbH

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I. General

The individually negotiated contract agreements and our general terms of delivery shall apply exclusively to our supply of goods. We shall not acknowledge other general terms of business – even if the goods are supplied without reservation. For regular business transactions or blanket agreements, these general terms of delivery shall also apply to all future business until such time as our new terms of delivery come into force. At the latest by accepting our goods, the Customer expresses its acceptance of our terms. All agreements must be made in writing. If after the conclusion of the contract or after the delivery of the goods it is found that the Customer is not or is no longer creditworthy, we shall be entitled to cancel the contract or to demand immediate payment for the goods supplied. The assignment of claims shall require our consent.

II. Advice

Any form of verbal or written advice is provided by us to the best of our knowledge and on the basis of our experience. Details and information about the suitability and application of our goods shall be non-binding and shall not exempt the Customer from conducting its own inspections and tests. The Customer shall be responsible for complying with statutory and official regulations relating to the use of our goods.

III. Quotation, call order, quotation documents

We can accept purchase orders within six weeks. Our quotations are non-binding unless specified to the contrary from the order confirmation. Call orders shall be concluded for a maximum term of 12 months with call order dates and quantities being specified when the order is placed.

If the raw materials are specifically for the Customer, the Customer must notify us without delay but at the latest six months in advance if its acceptance procedures change.

We reserve title and copyright to all documents provided by us. Any disclosure or transfer to third parties shall require our written consent. In the event that the order is not fulfilled, all the documents are to be returned to us without delay on request. Documents belonging to the Customer may be disclosed to third parties to whom we intend to sub-contract goods or services.

Purchase orders should be made in writing, telephone orders will be completed at the risk of the Customer.

IV. Price, price changes

1. Our prices are “ex-works” exclusive of the value-added tax, duties, freight, packaging and insurance costs in force on the date of delivery. Value-added tax shall be shown separately in the invoice. The prices apply to the individual order, not backdated or for future orders. Follow-up orders shall be new orders.

2. We reserve the right to increase our prices within reason if, after the conclusion of the contract, costs increase, in particular as a result of collective wage-bargaining agreements, market prices or material price increases. Evidence of such increases shall be provided to the Customer on request.

V. Supplied package, measuring methods, intellectual property rights, data protection

Our order confirmation shall be decisive for the content and scope of the contract. Part consignments shall be permitted as long as they do not result in disadvantages in use. They shall be payable separately on the basis of part invoices. In the event of the Customer being in default with payment for a part consignment, we shall be entitled to refuse to fulfil the remainder of the purchase order. For production reasons we reserve the right to supply quantities of a maximum of 10% above or below the ordered quantity within the limits of normal industry

practice. Technical modifications shall be permitted if they are deemed to be necessary for production reasons, product update reasons, legislative requirements or other reasons. If the Customer becomes aware of changes, it must notify us immediately if it regards them as unacceptable. The measuring methods for inspections for which specific temperatures, times and other measuring or control values apply must be agreed and accepted by both parties before the start of deliveries. If no such agreements are made, our measuring methods shall apply.

Orders based on drawings, sketches or other information supplied to us shall be completed at the risk of the Customer. If we breach intellectual property rights owned by third parties as a result of such purchase orders, the Customer shall exempt us from claims by the owners of such rights. The Customer shall be responsible for all further damages. We shall be entitled to process data in accordance with the German Federal Data Protection Law (Bundesdatenschutzgesetz).

VI. Lead time, forces majeures, default

1. The lead time shall commence at the earliest when we send the order confirmation. Delivery dates or lead times which have not expressly been agreed as binding shall be exclusively non-binding. The start of the lead time specified by us shall require the prior clarification of all technical matters. Compliance with the lead time shall require the prompt receipt of all documents, permits and approvals to be provided by the Customer, the prompt clarification and approval of plans, compliance with the agreed terms of payment and other obligations and the prompt supply of any items to be provided by the Customer. Otherwise the lead time shall be extended within reason. The lead times we specify are approximate. Using the requisite duty of care for the conclusion of relevant supply transactions, the lead time is specified subject to the correct and prompt delivery of goods to us. Observance of our supply duties shall require the prompt and correct fulfilment of all cooperation duties on the part of the Customer.

2. The lead time shall be deemed to have been met if the consignment is shipped within the lead time or notification has been given that the goods are ready for shipment. If the delivery is delayed for reasons that are the fault of the Customer, the lead time shall be deemed to have been met if notification that the goods are ready for shipment is made within the agreed lead time. In the case of call orders, the goods are to be called so that the last delivery is made at the latest one year after the receipt of the purchase order by us.

3. War, civil war, export restrictions or trade restrictions resulting from a change in the political situation as well as strikes, lock-outs, operating breakdowns, operational restrictions and similar events which make it impossible or unreasonable for us to fulfil the contract shall be deemed to be forces majeures and shall release us from our duty to deliver the goods promptly. In these cases we shall be entitled to either extend the lead time by the duration of the forces majeures or to cancel the contract in full or in part. The Customer shall not accrue any claims for compensation for the damage suffered as a result.

4. Our liability in the event of delays caused by intent or gross negligence on the part of ourselves or our representative or agent shall be as per the statutory regulations. In cases of gross negligence, however, our liability shall be limited to the typical, foreseeable damage for this type of contract. Otherwise our liability for compensation in addition to fulfilment caused by delays shall be limited to 10% of the price and for compensation instead of fulfilment to 10% of the value of the goods and/or services. Additional claims by the Customer shall be excluded, even after any deadline for fulfilment has been set.

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5. In the event of the Customer being in default with payment, we shall be entitled to retain additional consignments until all due accounts have been settled.

VII. Cancellation costs

If the Customer cancels an order after it has been placed, we may demand 10% of the sale price for the costs incurred for processing the order and for loss of profit, notwithstanding claims for higher actual costs. The Customer shall be at liberty to provide evidence that our costs were in fact less than this.

VIII. Packaging

Unless agreement is made to the contrary, we shall determine the type and scope of packaging. The choice of packaging shall be made using the required care at our discretion. Single use packaging shall become the property of the Customer.

IX. Transfer of risk and transport

1. The agreed delivery method is "ex-works". The risk shall be transferred to the Customer as soon as the consignment has been handed over to the person carrying out the transport service or has left our plant for shipment. Even if delivery included has been agreed, shipment shall be at the risk of the Customer. If the shipment of the goods is delayed at the request of the Customer, the risk shall be transferred to it when we give notification that the goods are ready for shipment. Unless agreed to the contrary in writing, we shall choose the means of transport and the route. In the event of the goods being damaged or lost en route, an inspection shall be carried out immediately and we are to be notified of the results.

2. If the shipment or delivery of the goods is delayed at the request of the Customer and notwithstanding our right to provide evidence that our damages were higher, we shall charge storage fees of 1% of the invoice total for every month of part thereof subject to a maximum of 5% of the net total. The Customer shall be entitled to provide evidence that we incurred lower damages and we shall be entitled to provide evidence that we incurred higher damages.

3. Return shipments may only be made using the forwarders engaged by us. The cheapest means of transport is to be used for this purpose, taking transport safety into account.

X. Breach of duty

1. In the event of a breach of duty by the Customer, in particular in the event of its being in default with payment or failing to accept the consignment, we shall be entitled, after the elapse of a reasonable deadline set for the Customer to comply, to cancel the contract and to take back the goods or services as well as to claim compensation instead of supplying the goods or services. The statutory regulations relating to the lack of necessity to set a deadline and to make other claims which are due to us under the law shall not be affected by this.

2. The Customer may only cancel the contract in accordance with the statutory regulations if we are responsible for the breach of duty; in the event of defects, however, the statutory regulations shall apply. In the event of a breach of duty, the Customer must declare within a reasonable period of time after being requested to do so by us whether it intends to cancel the contract as a result of the breach of duty or will insist on the delivery of the goods.

3. The right of the Customer to demand compensation for a mutual contract shall be excluded by such cancellation.

IX. Terms of payment and default

1. Invoices for goods shall be payable immediately on receipt. Material supplied on a specific date shall be invoiced 30 days after it was made available. We expressly reserve the right to accept cheques. Bills of exchange and cheques accepted for payment shall only be regarded as payment when they have been redeemed. No discount

shall be granted if payment is made using a bill of exchange. All payments are to be made free of charge for us. If cheques and bills of exchange are used for payment, the Customer must also pay the discount, collection and other bank charges without this requiring express agreement. Payments shall initially be set off against costs, then against interest and then used to settle the oldest main debt.

2. In the event of the Customer being in default with payment, we shall be entitled to charge default interest at a rate of 8 percentage points p.a. above the relevant base rate in accordance with § 247 of the German Civil Code (BGB). We shall be entitled to provide evidence that we suffered higher damages. The Customer shall only be entitled to exercise set-off and retention rights against our claims if the counter claim is undisputed or has been established by a court of law.

3. If we are made aware that a protest has been made against the Customer's bill of exchange, enforcement proceedings have been initiated against it or some other deterioration in its assets has taken place, we may lodge claims immediately for debts which are not yet payable and those for which a bill of exchange or cheque has been supplied.

In these cases and if due invoices are not paid despite our issuing a reminder, we may demand payment in advance of security for future consignments of goods.

XII. Inspection and complaint obligations, defects

1. Consignments must be inspected without delay by the Customer and, in the event of a defect being identified, complaints must be lodged immediately. In particular the inspection must also look at whether the goods are suitable for the use for which the Customer requires them. A complaint pursuant to § 377 of the German Commercial Code (HGB) shall only be regarded as timely if it is received by us immediately, at the latest within a period of five working days starting from the receipt of the goods. This period shall commence from the discovery of concealed defects. The complaint shall not exempt the purchaser from its duty to comply with its payment obligations. If the goods are defective, we shall be entitled at our discretion to rectify the defect or supply replacement goods within a reasonable deadline to be set by the Customer. In the event of defect rectification we shall pay the costs subject to a limit of the agreed payment for the consignment. The Customer shall not be entitled to rectify the goods itself or to return or to destroy them without our prior written consent, even in urgent cases. If our attempts to rectify the defect or supply replacement goods fail, the Customer shall be entitled at its discretion to cancel the contract or reduce the price.

2. Only the product description issued by the manufacturer shall be deemed to have been agreed as the characteristics of the goods. Claims for defects shall not be accrued for minor deviations from the agreed characteristics. In particular for the initial thicknesses of foils we must reserve a tolerance of +/- 5% (foil manufacturer tolerance). Public statements, claims or publicity by the manufacturer shall also not constitute contractually agreed characteristics. The Customer shall not receive guarantees in the legal sense from us. Details in product descriptions and product specifications, notwithstanding their registration as characteristic details in the sense of § 434 of the German Civil Code, shall in no circumstances constitute guarantees for the characteristics of the goods or for the fact that the goods have a certain characteristic for a certain period of time.

3. A waste proportion of 0.01% per order is unavoidable with our products for technical reasons. Claims by the Customer on the basis of this waste quota shall be excluded.

4. Recourse claims on the part of the Customer against us pursuant to § 478 of the German Civil Code shall only exist as long as the Customer has not made any agreements with its clients which go beyond the statutory regulations.

5. The statute of limitations for claims and rights relating to defects shall be one year. However, this statute of limitations shall not apply in the cases described in § 438 Para. 1 No. 1 of the German Civil Code (legal defects on immovable goods), § 438 Para. 1 No. 2 of the German Civil Code (structures, goods for structures), § 479 Para. 1 of the German Civil Code or § 634a Para. 1 No. 2 of the German Civil Code.

6. The statutes of limitations set out in number 5 shall also apply to all compensation claims made against us relating to the defect – regardless of the legal basis for the claim. If compensation claims of any type are made against us and are not related to the defect, the statute of limitations set out in number 5 sentence 1 shall apply to them.

7. The statutes of limitations set out in numbers 5 and 6 shall not apply in the event of intent if we have deliberately not mentioned the defect, for compensation claims in the event of death, injury or damage to the health or freedom of a period, for claims under the Product Liability Law, for a grossly negligent breach of duty or if we breach major contract duties.

8. The statute of limitations shall commence in all cases on the delivery of the goods or the acceptance of the services.

9. Unless expressly specified to the contrary, the statutory regulations relating to the start of the statute of limitations, the suspension of the period, the suspension and the restart of the periods shall not be affected.

10. The above provisions shall not result in a change to the burden of proof to the disadvantage of the Customer.

XIII. Liability

1. Our liability in the event of intent or gross negligence on the part of ourselves or our representative or agent shall be as per the statutory regulations. In addition we shall only accept liability under the Product Liability Law in the event of death, injury or damage to the health of a person or as a result of the culpable breach of major contract duties. Claims for compensation based on a breach of major contract duties, however, shall be limited to the typical foreseeable damage for this type of contract. Even in cases of gross negligence, our liability shall be limited to the typical foreseeable damage for this type of contract unless one of the exceptions set out in sentence 2 of this number 1 applies.

2. Liability for damage caused by the goods on the Customer's property, for example to other goods, shall be completely excluded, however. This shall not apply if intent or gross negligence applies or in the event of death, injury or health damage to a person.

3. The provisions of numbers 1 and 2 above shall extend to compensation in addition to the goods or services and compensation instead of the goods or services regardless of the legal grounds, in particular as a result of defects, breach of duties from the debt relationship or for illegal actions. It shall also apply to claims for the reimbursement of expenses paid in vain. Liability for being in default, however, shall be regulated as described in number VI.4, liability for impossibility as described in number XIV.

4. Possible compensation claims shall be restricted to the cover of our product liability insurance policy and to a maximum amount of EUR 2 million. This shall not apply if liability is mandatory in cases of intent, gross negligence and in cases of death, injury and health damage to a person.

5. If our liability for compensation is excluded or limited, this shall also apply to all claims by the Customer due to culpability at the conclusion of the contract, breach of secondary duties or claims on the part of the Customer on the basis of manufacturer liability pursuant to § 823 of the German Civil Code. The same shall apply in the event of impossibility. If our liability is excluded or limited, this shall also apply to the personal liability of our staff, workers, colleagues, representatives, agents and vicarious agents.

XIV. Impossibility

Our liability in the event of the goods or services being impossible due to intent or gross negligence on the part of ourselves or our representative or agent shall be as per the statutory regulations. However, in cases of gross negligence our liability shall be limited to the typical foreseeable damage for this type of contract unless one of the exceptions set out in sentence 5 of this provision applies. In addition our liability for impossibility shall be limited to compensation and the reimbursement of costs incurred in vain up to a maximum of 10% of the value of the goods/services. Other claims by the Customer if the goods/services become impossible shall be excluded. This restriction shall not apply if intent or gross negligence applies or in the event of death, injury or health damage to a person. The right of the Customer to cancel the contract shall not be affected.

XV. Contract amendment

The contract shall be amended if unforeseen events should considerably change the commercial importance or the content of the goods or services or should have a major effect on our business. If this is not commercially reasonable, we shall be entitled to cancel the contract.

XVI. Tools, Customer-supplied goods

1. Tools and special equipment manufactured by us and paid for by the Customer shall be the Customer's property but shall remain our possession. We may use these tools and special equipment for other customers or scrap them if the Customer has not accepted any goods manufactured using them for two years. The Customer waives its right to claiming compensation in this case.

2. On the other hand the Customer shall not acquire any right to our tools by paying part of the costs of tools or blocks. In any event these shall remain our property unless expressly agreed to the contrary in writing.

3. We shall only accept liability for intent and gross negligence for claims on the part of the Customer relating to the damage or destruction of the Customer's goods supplied to us or sent to us for processing; liability for simple negligence shall be excluded. Normal wear and tear shall be excluded from liability. The Customer undertakes to take out an "off-site insurance policy" for the required sums for items provided by it. The Customer shall be responsible for inspecting and assuring the quality (for example material, trueness to size, etc.) for customer-supplied products, for example raw material, blanks, etc. We shall only conduct a receiving inspection to establish quantity and identity and a visual inspection to identify obvious transport damage. We shall not be obliged to conduct any other inspections.

XVII. Reservation of title

1. We shall reserve title to the supplied goods until all the accounts receivable from our business relationship with the Customer at the time that the contract is concluded have been settled, including all accounts receivable for follow-up orders, re-orders or spare part orders. If the value of the security rights accrued by us exceeds the value of all the secured claims by more than 20%, we shall release an appropriate part of the security rights at the request of the Customer.

2. If the Customer breaches the contract, in particular if it is in default with payments, we shall be entitled to retake possession of the goods. Our retaking possession or pledging the goods shall not constitute cancellation of the contract unless we expressly confirm this in writing. We shall be entitled to resell the goods and set off the proceeds of this resale against the accounts receivable from the Customer, minus reasonable reselling costs. The Customer undertakes to treat the goods with care. In particular it undertakes to insure them adequately at their new value at its own expense against fire, water, storm, burglary and theft. Any security claims accrued in the event of damage must be assigned to us. If servicing and

inspection work is required, the Customer must complete this work promptly at its own expense.

3. The Customer may not pledge the goods or transfer title to them by way of security. In the event of seizures or other action by third parties, the Customer must notify us immediately in writing so that we can lodge a lawsuit in accordance with § 771 of the German Code of Civil Procedure (ZPO) and shall also provide us with all the information and documents required by us to protect our rights. Enforcement officers and third parties are to be notified of our property. If a third party is unable to reimburse us with the court and out of court costs of a lawsuit pursuant to § 771 of the German Code of Civil Procedure, the Customer shall be liable for any losses we incur, notwithstanding claims for other compensation relating to the damage, modification or destruction of the goods themselves.

4. The Customer may resell or process the goods as part of its normal business operations. It hereby assigns all accounts receivable up to the grand total of our invoices including value-added tax accrued by it from the resale against its clients or third parties regardless of whether the goods were resold without or after being processed. We hereby accept this assignment. The Customer undertakes to notify us of any assignment ban in force with third parties at the time that the order is placed. If the Customer fails to meet this obligation or if the third party does not approve this agreement, we shall be entitled to cancel the contract.

In the event that the Customer and its clients have a current account relationship, the advance assignment of accounts receivable shall also refer to the acknowledged balance and, in the event of the bankruptcy of the client, to the "causal" balance which then exists. The Customer may collect the accounts receivable even after the assignment. Our authority to collect the account receivable ourselves shall not be affected by this. We shall not collect the account receivable ourselves as long as the Customer meets its payment obligations from the revenues it receives, is not in default and no application has been lodged to open insolvency proceedings.

5. The Customer undertakes at our request to provide us with a precise list of the accounts receivable which are due to us, including the names and addresses of the clients, the amount of the various accounts receivable, invoice dates, etc. and to provide us with all the information required to claim the assigned account receivable and to enable us to check this information.

6. If the goods are processed or modified by the Customer, this work shall be carried out on our behalf. If the goods are processed with other items which do not belong to us, we shall acquire co-title to the new goods proportionate to the value of the goods we supplied to the value of the other goods at the time of the processing. The same shall apply to the goods resulting from the processing as for the goods supplied with reservation of title. If the processing, connection or mixing procedure takes place in such a way that the Customer's item must be regarded as the main item, it is hereby agreed that the Customer shall transfer proportionate co-title to us. The Customer shall maintain the sole title or co-title thus accrued on our behalf.

XVIII. Place of jurisdiction, place of fulfilment, miscellaneous

1. The place of jurisdiction shall be our registered office in Alfeld (Leine), Germany. We may also sue the Customer in the court with jurisdiction for its registered office.

2. Unless specified to the contrary in the contract or order confirmation, our registered office shall also be the place of fulfilment.

3. The laws of the Federal Republic of Germany with the exclusion of all conflict of laws and the Convention on Contracts for the International Sale of Goods (CISG) shall apply to all legal matters between the Customer and us, even if the Customer's registered office is in a different country.

4. If individual provisions in these general terms of delivery should be invalid, this shall not affect the other provisions. Invalid provisions shall be reworded so that they achieve the commercial aim intended by the provision.