

ANTALIS GENERAL CONDITIONS OF PURCHASE – February 2013

Article 1: Scope of Application and Priority

These general conditions of purchase together with the relevant purchase order shall set forth the binding terms for supplies, equipment, facilities and services (hereinafter the "Goods") placed by the Antalis Company, whose contact details appear on the purchase order form (hereinafter "ANTALIS"). **ANTALIS is not bound by the Supplier's general conditions of sale and any additional or different terms or provisions that may appear** on any proposal, quotation, price list, acknowledgement, invoice, packing slip or the like by the Supplier, or Course of performance, course of dealing, and usage of trade shall not be applied to modify these General Conditions of Purchase unless ANTALIS expressly agrees in writing.

Article 2: Acceptance of Purchase Order

The Supplier shall return to ANTALIS the acceptance of the purchase order, within one (1) working day from the date of receipt of the order (except when another lead time is expressly agreed). Moreover, if the Supplier does not reject a purchase order in writing within the aforementioned time limit, and start to perform the order, such order shall be deemed to have been accepted based on the present general conditions of purchase (the "Agreement"); the performance of an order shall be evidence of the acceptance thereof on the terms of the Agreement.

Article 3: Compliance with Laws

The Supplier shall at all times comply with all laws, regulations and ordinances applicable to this Agreement including but not limited to all labour and environmental laws The Goods must be delivered with relevant guidelines and instructions for use, storage and maintenance under safe and optimal conditions, as well as the documents stipulated under the standards, laws and regulations of the country of delivery. Failing this upon delivery, ANTALIS reserves the right to refuse the Goods.

Article 4: Delivery, Reception Time

Time is of the essence and all dates referred to in this Agreement shall be firm. In the event that the Supplier anticipates any difficulty in complying with any delivery date or any of its other obligations under this Agreement, the Supplier shall promptly notify ANTALIS thereon in writing.

Article 5: Delivery of Goods

5.1: Conditions and content of deliveries

The Supplier shall abide by the access and unloading conditions in force on the delivery site. In absence of express stipulation, the Goods shall be delivered DDP (Incoterms® 2010) with a delivery slip attached, stating the purchase order number, the Goods' reference and quantity. In its absence, solely weight and quantity noted by ANTALIS are taken into account for payment of the invoices.

5.2: Packaging and transport

The Supplier shall pack, mark, and ship the Goods with sound commercial practices and ANTALIS' specifications in such manner as to prevent damage during transportation and to facilitate efficient unloading, handling and storage, and all Goods shall be clearly marked as destined for ANTALIS. The Supplier shall be liable for any loss or damage due to its failure thereto. ANTALIS shall not be required to assert any claims for such loss or damage against the common carrier involved.

5.3: Delivery times

The dates of delivery of Goods to the final destination are binding and may only be modified with ANTALIS' express written consent. The Supplier shall make no partial delivery or delivery prior or posterior to the agreed delivery date(s) unless ANTALIS has agreed otherwise in writing. If an advance delivery is accepted, only the contractual delivery date shall be taken into account to calculate the due payment date of the invoice. However, ANTALIS reserves the right to refuse any untimely delivery of Goods and return same at the Supplier's risk and expense.

5.4: Consequences of late delivery

In the event of late delivery, ANTALIS may (i) request express delivery at the Supplier's expense; (ii) apply a penalty for late performance equal to 1% per week of delay of the price of the Goods concerned, inclusive of tax, and limited to 5% (except when other figures are expressly agreed); (iii) offset these penalties against the amounts payable to the Supplier providing the Supplier does not raise an objection within 4 days of receipt by ANTALIS of this notice; and (iv) terminate or cancel ipso jure, in whole or in part, any order that is not delivered timely by written notice without prejudice to any other rights and remedies.

5.5: Acknowledgment of receipt of Goods

Delivery shall be deemed completed when its receipt has been acknowledged in writing by ANTALIS. The acknowledgment of receipt of consumables or ready-to-use Goods shall be evidenced by the signature of the delivery slip by ANTALIS, without any reservations; the acknowledgment of receipt of services shall be evidenced by the actual, definitive performance of the services in full for ANTALIS, without any reservations. However, both shall not constitute acceptance of Goods in terms of free of defect and in conformity. The acknowledgment of receipt of equipment or facilities requiring installation, setting and/or putting into service shall be evidenced by ANTALIS signature of a handover protocol without reservations.

Article 6: Prices and Payment

6.1: Price

All prices shall be fixed prices for properly packed and delivered Goods and/or for installation of equipment/facilities, including setting and putting into service, transported to and unloaded at the place indicated by ANTALIS. Transportation of goods shall be carried out at the risk and expense of the Supplier. The fixed prices include insurance, customs formalities, duties and taxes.

6.2: Payment

Payment invoices must be sent for each purchase order to ANTALIS' accounts department indicating at least the purchase order number, the quantity of Goods as well as the date and number of the delivery slip. Subject to the acceptance of the Goods by ANTALIS and the invoice in proper form, full payment shall be made by wire, edi transactions, or any other means agreed in writing by ANTALIS in compliance with the time for payment stipulated in the purchase order. If the Supplier fails to fulfil any of its obligations under this Agreement, ANTALIS may suspend payment. ANTALIS may at all times have the right to set off and deduct from any amounts owed by ANTALIS to the Supplier any amount owed by the Supplier to ANTALIS, irrespective of the nature of any such claim. The Supplier acknowledges and agrees that any debt due by ANTALIS to the Supplier may be paid on ANTALIS' behalf by any other legal entity belonging to the Antalis Group and/or a third party designated by ANTALIS, such payment discharging ANTALIS from such debt.

6.3: Title

Title of the Goods shall pass to ANTALIS on delivery except for Goods untimely delivered (Article 5.3) even if part of the price is not yet payable or is outstanding. If advance payments are made on these Goods prior to delivery, title of the Goods shall pass on payment.

Article 7: Acceptance and Transfer of Risk

Acceptance and transfer of risk of Goods shall take place on ANTALIS' site after due checking irrespective of the payment and delivery terms.

Article 8: Quality

8.1: Free of defects and conformity

The Supplier certifies the Goods are free of defects and conform to the requirements of this Agreement. Inspection of or payment for the Goods by ANTALIS shall neither constitute acceptance nor release Supplier from any of its obligations, representations or warranties under this Agreement. ANTALIS reserves the right to inspect the Goods on Supplier's sites during the execution of the order. If any inspection or test by ANTALIS is made on the premises of the Supplier, the Supplier shall provide reasonable facilities and assistance for the safety and convenience of ANTALIS' inspection personnel. The Supplier undertakes to inform ANTALIS immediately of any suspected non-conformity of the Goods delivered ANTALIS.

8.2: ISO Certifications

In the event the Supplier has ISO certifications, these conditions shall constitute confirmation by the Supplier of the implementation of all obligations resulting thereof, thus reducing the quality control checks required upon delivery to the premises of ANTALIS. Moreover, the Supplier must inform ANTALIS immediately of any material events related to these ISO certifications (renewal, cancellation).

8.3: Changes to Goods

The Supplier shall not, without the prior written consent of ANTALIS, make any changes to the Goods, manufacturing process, place of manufacture, raw material...In case of an agreed change, any cost incurred for qualification, trials...will be borne by the Supplier. The Supplier shall buy back Goods in the Antalis' inventory in case of discontinuance of the Goods, at the purchase price.

8.4: Performance of Services, Good Faith

Any design, manufacturing, installation or delivery or other obligation to be performed by or on behalf of the Supplier under this Agreement shall be executed with due skill and care and in good faith. The Supplier shall be fully liable for such performance.

Article 9: Warranty

Contractual warranties shall begin to run for a period of 24 months, on the day on which ANTALIS acknowledges receipt of the Goods (Art. 5.5), in addition to all statutory warranties.

9.1: Goods

The Supplier represents and warrants to ANTALIS that the Goods are: (i) suitable for the intended purpose and shall be new, merchantable, of good quality and free from all defects in design, materials, construction and workmanship; (ii) comply with the specifications and any other requirements under this Agreement; (iii) shall be free from any and all liens and encumbrances; (iv) are provided with and accompanied by all information/instructions necessary for proper and safe use; (v) accompanied by all required licenses for their intended use including the right to transfer and the right to grant sublicenses; (vi) do not violate or infringe any third party domestic or foreign patent, copyright, trade secret, trademark or other intellectual property rights; and (vii) manufactured, stored and transported in accordance with all laws and regulations applicable in the country of manufacture, storage and transit, in particular those regarding health, safety, the environment and labour law.

9.2: Remedies

If any Goods are defective or not in conformity with the requirements of this Agreement, ANTALIS shall notify promptly the Supplier thereon and may without prejudice to any other right or remedy under this Agreement or applicable law, at its sole discretion and at the cost and risk of the Supplier: (i) claim a full refund of the price paid under this Agreement and return the Goods concerned; or (ii) require Supplier promptly to remedy the defect or non-conformity or replace the nonconforming Goods with Goods meeting the specifications. Rejected Goods shall be deemed undelivered. The Supplier shall collect the Goods within 15 days of the notice of nonconformity or defect. Acceptance of, or payment for, all or any part of the Goods under this Agreement shall not be deemed to be a waiver of ANTALIS' right to cancel or return or reject all or any part thereof by reason of non conformity or defects, latent or patent, or other breach of warranties, or to make any claim for damages, including manufacturing costs and loss of profits or other special damages occasioned to ANTALIS.

Article 10: Liability

The Supplier shall be liable for all damages directly or indirectly caused to ANTALIS as a result of the breach of its obligation including but not limited to, delay in delivery, result of non-conformity, breach of warranty. The Supplier shall indemnify and hold harmless ANTALIS, its agents and employees from and against any third parties' suits, legal actions or administrative proceedings, claims for damages, judgements, liabilities, interest, attorneys fees, costs and expenses whatsoever (including but not limited to special, indirect, incidental, consequential damages) whether arising before or after the completion of delivery of Goods under this Agreement, in any manner caused or claimed to be caused by the acts, omissions, faults, breach of express or implied warranty, duties under this Agreement, or negligence of the Supplier (or of anyone acting under its direction or control or on its behalf). ANTALIS shall not be liable to the Supplier for any lost revenue, lost profits or other incidental or consequential damages even if ANTALIS has been advised of the possibility of such damages. In no event shall ANTALIS be liable to the Supplier, its successors or assigns for damages in excess of the amount due to the Supplier for complete performance under this Agreement, less any amounts already paid to the Supplier by ANTALIS.

Article 11: Suspension and Termination

Without any prejudice to any other right or remedy available to ANTALIS under this Agreement or at law, ANTALIS shall be entitled at its discretion to suspend or terminate ipso jure and with immediate effect its obligations under this Agreement in whole or in part by means of written notice in the event that: (i) the Supplier breaches any of its obligations under this Agreement; the Supplier becomes subject of bankruptcy, insolvency, receivership, liquidation, assignment for the benefit of creditors or similar proceedings within filing or petition proceedings, and/or (ii) ANTALIS shall not be liable to the Supplier by virtue of such termination. In the event of termination, any obligation entered into prior to termination, shall be performed under the terms and conditions of this Agreement.

Article 12: Intellectual Property and Confidentiality

The Supplier shall treat all information provided by ANTALIS or on behalf of ANTALIS or exchanged under this Agreement as confidential including but not limited to specifications, plans, drawings, formulae, documents, tools, moulds, provided or created with a view to producing the Goods ordered by ANTALIS (the "Information"). All such Information shall be used by the Supplier only for the purposes of this Agreement and under at least reasonable care while protecting such Information. All such Information shall remain the full and exclusive property of ANTALIS and the Supplier shall, upon ANTALIS' demand, promptly return it to ANTALIS without retaining any copy thereof. The Supplier undertakes to assign all intellectual property rights that may be generated by the execution of the order, and recognises that the price paid for the Good includes consideration for the transfer of intellectual property right.

Article 13: Miscellaneous

This Agreement shall be governed by and construed in accordance with the law applicable in ANTALIS' country of establishment, or the Swiss Federal laws if the Supplier is out of this country, under exclusion of conflicts of law rules and of the UN CISG. (II) Failing amicable settlement between the Parties, all dispute arising out or in connection with this Agreement, (a) shall be subject to the exclusive jurisdiction of the competent courts at ANTALIS' registered office or, at the option of ANTALIS, (b) the jurisdiction of the entity of the Supplier to which the order was placed or (c) arbitration under the ICC (Paris) Rules of arbitration or (d) the courts of Geneva ; the Supplier hereby waives all defenses of lack of personal jurisdiction and forum non-convenience. (III) The Supplier shall perform hereunder as an independent contractor and nothing contained in this Agreement is intended to create a partnership, joint venture or employment relationship between the parties. The Supplier shall not subcontract, transfer, pledge or assign any of its rights or obligations under this Agreement without the prior written consent of ANTALIS. (IV) If any term of the present conditions is held to be void, unlawful or unenforceable, the remaining terms shall remain valid and the affected term(s) shall be substituted validly in such a manner as to achieve its (their) original purposes. (V) Neither the failure nor the delay of ANTALIS to enforce any provision of this Agreement shall constitute a waiver of its rights mentioned therein. No waiver, consent or modification shall be binding upon the parties unless made in writing and signed by both parties. (VI) The rights and remedies reserved to ANTALIS are cumulative and in addition to any other or future rights and remedies available under this Agreement, at law or in equity. (VII) The Supplier closely cooperates with Antalis in the implementation of a Corporate Social Responsibility Programme, such commitment being essential. (VIII) Subject to reasonable courtesy, the Supplier accepts to be audited and to respond to any assessment request for the purpose of checking its compliance with its obligations.