

General Terms and Conditions of Purchase of Siegwerk Philippines, Inc.

1. Scope of Validity

- 1.1 Unless otherwise agreed in writing, these General Terms and Conditions of Purchase ("Purchase Terms") shall exclusively apply to the contractual relationship between Siegwerk Philippines Inc. ("Siegwerk") and the contractor ("Supplier"). Siegwerk shall not be bound by conflicting or additional terms of the Supplier even if Siegwerk has not expressly contradicted them or the Supplier insists to deliver only under its terms. Modification, rescission, or amendment of Siegwerk's order or the contract of sale resulting from its acceptance shall be ineffective unless approved in writing by an authorized representative of each party. This shall apply notwithstanding that Siegwerk has accepted delivery without reservation. As a precaution, Siegwerk hereby dissents with conflicting terms of the Supplier.
- 1.2 These Purchase Terms amend any framework agreements entered into by the Parties. In case deviating terms are individually agreed on, the Purchase Terms shall be applicable subordinated and supplemental.

2. Conclusion of Contract

- 2.1 Each contract becomes valid if a) the Supplier accepts Siegwerk's written Purchase Order within 2 days since receipt in writing or b) Siegwerk accepts the Supplier's written offer within 2 days since receipt in writing. Siegwerk's order expressly limits acceptance to the terms and conditions set forth in this document and the applicable Purchase Order. Any terms and conditions contained in a proposal, quotation, invoice, purchase order acknowledgment, or any similar document of Supplier shall not constitute a part of the contract of sale resulting from Supplier's acceptance of Siegwerk's order unless such terms and conditions are specifically and expressly incorporated in Siegwerk's order. Any purported acceptance containing additional or different terms shall be deemed to be an acceptance of the terms and conditions contained in this document, notwithstanding such additional or different terms. Supplier's shipment of goods or commencement of services in response to Siegwerk's order shall constitute acceptance of the terms and conditions set forth in this document and any additional or different terms contained in any acknowledgment or invoice form submitted by Supplier shall not constitute any part of the contract of sale resulting from Supplier's acceptance and are hereby rejected. Prior courses of dealing, trade usage, and verbal agreements not reduced to a writing signed by Siegwerk, to the extent they differ from, modify, add to, or detract from, the terms and conditions herein, shall not be binding upon Siegwerk.
- 2.2 Supplier's offers shall be provided free of charge and not be binding, Supplier's cost estimates shall only be reimbursable if agreed in writing.
- 2.3 The Supplier must state Siegwerk's order number on all correspondence with Siegwerk.
- 2.4 Siegwerk's order shall be filled at the price specified on the Purchase Order, or at any lower price. If no price is specified, the order shall be filled at the lowest of (a) the price last quoted by Supplier, (b) the price last paid by Siegwerk to Supplier, or (c) the prevailing market price, unless a higher price is approved in writing by an authorized representative of Siegwerk's procurement department. The price shall be exclusive of value added taxes (if any) and all other taxes due on such price.

3. Subcontractors

The employment of subcontractors shall require prior written consent by Siegwerk. Subject to the foregoing, the Supplier shall impose all obligations it has entered into in relation to Siegwerk on the subcontractors and furthermore shall ensure compliance with such obligations by its subcontractors.

4. Delivery

- 4.1 The Supplier shall deliver all goods to the consignee address indicated in the contract. If the Supplier is required to transport

goods, he shall comply with all requirements of the relevant mode of transport, particularly with regard to any customs and regulations regarding dangerous goods.

- 4.2 Complete dispatch documentation shall be sent with delivery, each delivery has to include a delivery note. Dispatch notes, delivery notes, bills of lading, packaging lists and the outer packaging shall indicate the order number as well as the batch number. The unit item number respectively the unit load weight shall be affixed to the unit load in a clearly visible and permanent manner.
- 4.3 The Supplier shall deliver to Siegwerk any relevant product information, e.g. safety data sheets, handling instructions, labelling regulations, in time before delivery. This clause shall apply to amendments to this product information accordingly.
- 4.4 Unlimited title to the goods shall pass to Siegwerk upon delivery. Retention of title in favor of the Supplier shall be individually agreed upon by the parties in writing on a case by case basis.

5. Delivery Delay

- 5.1 The delivery date indicated in the purchase order shall be binding. The Supplier is only entitled to partial delivery, delivery before or delivery after the delivery date upon Siegwerk's prior approval. The unreserved acceptance or payment of a delayed delivery shall not constitute a waiver of any claims due to delayed delivery.
- 5.2 The Supplier is obligated to inform Siegwerk without undue delay, and in writing about any indication that he might not be able to perform within the agreed time period, giving reasons for the delay and giving an estimation of the duration of the delay.
- 5.3 Siegwerk shall be entitled to the damages stipulated by law in the event of delayed delivery.
- 5.4 The Supplier may only claim as defence that documents/information required from Siegwerk have not been provided, if he has not received such documents/information within a reasonable period of time despite having sent a reminder.

6. Transfer of Risk

Unless otherwise individually agreed, transfer of risk of the goods shall take place in accordance with the Incoterms of the International Chamber of Commerce (Incoterms 2010). If no individual agreement has been reached, the term "delivery duty paid" shall apply.

7. Weights and Volumes

In the event of discrepancies in the weight or volume in the goods ordered and the goods delivered, the weight or volume established by Siegwerk upon the inspection of incoming goods shall prevail unless the Supplier proves that the weight and/or volume calculated by him at the time of transfer of risk was measured correctly in accordance with generally accepted principle.

8. Billing and Payment

- 8.1 Invoices shall be issued in duplicate after delivery and in accordance with the applicable laws. The invoice shall state the order number and list rebates, discounts as well as applicable tax separately. A duplicate of an invoice must be clearly indicated as such.
- 8.2 Issued invoices not in compliance with the provisions of clause 8.1 shall be deemed to be received by Siegwerk only after such invoice has been corrected by the Supplier.
- 8.3 Payments are due as individually agreed on between the parties in writing. Unless otherwise agreed, Siegwerk will issue payment after delivery of the goods and receipt of the invoice with a 2% discount within a period of 30 days, or net within 60 days to the end of the month. Payments are no indication of approval.

General Terms and Conditions of Purchase of Siegwerk Philippines, Inc.**9. Claims for Defects and Liability**

- 9.1 All goods furnished pursuant to Siegwerk's order shall be subject to Siegwerk's inspection and approval, notwithstanding prior receipt and payment, and, if unsatisfactory, may be returned, transportation both ways at Supplier's expense. Siegwerk inspects incoming goods for apparent (transport-) defects and apparent deviations in identity, weight and volume only. Siegwerk will give notice of such defects after delivery of the goods without undue delay within 10 business days. Furthermore, Siegwerk will give notice of defects as soon as they are discovered in an ordinary course of business.
- 9.2 The Supplier warrants that delivered goods shall have the individually guaranteed properties and the contractually agreed characteristics, are suitable for the contractually stipulated use, are not impaired in value and suitability, and comply with the generally accepted technical rules and standards as well as all applicable statutory and regulatory provisions.
- 9.3 Supplier represents and warrants that all articles, goods, software, services, or product ("Articles") supplied and/or rendered under Siegwerk's Purchase Order or any contract resulting from or related thereto, have been produced, sold, delivered, and furnished in strict compliance with all applicable national and local laws, rules, regulations, and orders ("Laws") pertaining to applicable product and service quality and safety standards; manufacturer, importer, distributor, or supplier licensing and registration requirements; warranties required by Law for the goods or services in issue; and employment or labor standards. Seller shall execute and deliver such documents as may be required by any national or local government regulatory body ("Government Agencies") to effect compliance. Supplier shall also deliver to Siegwerk such documents as Siegwerk requests as evidence of compliance. All Laws governing or regulating agreements and transactions embodied in Siegwerk's order or any contract resulting from its acceptance, including the Purchase Order, are hereby incorporated by reference. Supplier shall defend and hold Siegwerk harmless from any action which may be instituted against Siegwerk or any liability which may be imposed or threatened against Siegwerk as a result of Supplier's failure to so comply with such Laws. Without limiting any of the foregoing:
- (a) No article supplied under Siegwerk's Purchase Order, which is subject to Republic Act No. 7394 ("Consumer Act"), related rules, regulations, orders, and issuances, as may be amended or superseded, and all current and future Laws governing or regulating a similar subject matter ("Laws on Product and Services Standards"), is not in conformity with applicable consumer product or service quality and safety standards, has been declared a banned consumer product, is adulterated, or is mislabeled or misbranded, as defined in the Laws on Product and Services Standards;
 - (b) No Article supplied under Siegwerk's Purchase Order is produced in violation of the Laws on Product and Services Standard, that Seller is not banned, blacklisted or prohibited by any relevant department or agency of the Philippine government from manufacturing, supplying, distributing or selling the articles, goods, software or product or providing the services, subject of the Purchase Order the and that Supplier has not, to its knowledge, used in any capacity in connection with the filling of Siegwerk's Purchase Order the services of any individual or person similarly banned, blacklisted or prohibited by any regulatory authority. If at any time Supplier learns that this warranty is no longer accurate, Seller shall immediately notify Siegwerk of such changed circumstances;
 - (c) No Article supplied under Siegwerk's Purchase Order is produced in violation of Presidential Decree No. 442 ("Labor Code"), related rules, regulations, orders, and issuances, as may be amended or superseded, and all current and future Laws governing or regulating a similar subject matter;
 - (d) All Articles supplied under Siegwerk's Purchase Order shall be shipped in full compliance with packaging, labeling, shipping, and documentation requirements, including requirements concerning hazardous materials, substances, and waste of all Government Agencies and applicable international authorities regulating any segments or modes of transportation employed to effect delivery of such Articles to Siegwerk, and all hazardous materials, substances, and waste shall be packaged, marked, and labeled in accordance with the applicable regulations of the Department of Environment and Natural Resources, Bureau of Customs, the International Civil Aviation Organization, the International Maritime Organization, and other relevant Government Agencies; and
- (e) Supplier extends, in addition and without limiting any of the foregoing, Full Warranty, as defined in the Consumer Act, to all Articles provided under Siegwerk's Purchase Order, and further warrants that all such Articles comply with all applicable Laws and international laws.
- 9.4 Supplier warrants that all of the Articles and all of the materials furnished under a Purchase Order are free and clear of all liens and encumbrances whatsoever and that Supplier has a good and marketable title to the same and Supplier agrees to hold Siegwerk free from defects in materials and workmanship will conform to applicable specifications, drawings, samples or other descriptions given, and shall be free from defect. The aforesaid express warranty shall be in addition to any standard warranty or service guarantee given to Siegwerk by Supplier.
- 9.5 Supplier warrants that the Articles are fit for the purpose for which items of the same kind are commonly supplied or bought and for any other purpose, which Siegwerk makes known to Supplier.
- 9.6 All warranties shall be construed as conditions as well as warranties and shall not be deemed to be exclusive.
- 9.7 Inasmuch as delivery/service fails to meet the requirements of clause 9.2, 9.3 or in case of defects for other reasons, Siegwerk may demand at its sole discretion - in addition to any statutory rights - the short-term and free of charge replacement of defective goods or remedying of defects. In these cases, the Supplier has to compensate Siegwerk for all expenses incurred directly or indirectly by Siegwerk based on the Supplier's mal-performance. In cases of urgent need or if the Supplier is in default with its remedial action, Siegwerk is entitled to remedy the defect at the Supplier's expense. Inasmuch as the Supplier guarantees the properties or durability of the delivered goods, Siegwerk shall be entitled to claim said guaranty notwithstanding any other claims.
- 9.8 The Supplier is liable for defect of title under statutory provisions, especially in the case where the products or their use infringe patents or other intellectual property rights of third parties. If Siegwerk is held liable for such infringement by third parties, the Supplier undertakes, upon first written demand, to hold Siegwerk harmless from and indemnify Siegwerk against all claims (including court and litigation fees) that arise against Siegwerk or in conjunction with the third party's claims. Siegwerk shall not be entitled to enter into any agreements with the third party at the expense of the Supplier without the express approval of the Supplier.
- 9.9 Otherwise, the liability of the Supplier shall be exclusively governed by statutory regulations. In particular, release from or limitation of liability is not accepted by Siegwerk. The Supplier undertakes to hold Siegwerk harmless from and indemnify Siegwerk against all third party damage claims upon first demand if the Supplier and its sub-suppliers have caused the product defect associated with the liability claim or are responsible for it.
- 9.10 Without limiting Supplier's liability to Siegwerk or third parties hereunder, he Supplier shall maintain a commercial general liability insurance with terms customary to the industry, minimum coverage per occurrence of PHP 5 million for property damage and PHP 10 million to include contractual and products/ completed operations coverages to meet its indemnification obligations under this Purchase Order or loss as required by applicable Law, for the duration of the contract, including the guarantee and warranty period or statute of limitation. The Supplier shall provide

General Terms and Conditions of Purchase of Siegwerk Philippines, Inc.

documentation of his insurance coverage upon request. Lower levels of coverage shall be agreed with Siegwerk in writing in each individual case. All insurance shall be primary and not contributory with regard to any other available insurance to Siegwerk. Supplier represents and warrants that it shall promptly file all claims made under the Purchase Order with its insurance providers. Supplier further agrees to defend, indemnify and hold harmless Siegwerk against all liability, costs, expenses (including attorney's fees), damages and judgments occasioned by or resulting from breach of any of the foregoing warranties.

- 9.11 The statutory and/or contractually agreed warranty/guarantee claims become statute-barred in accordance with statutory laws.
- 9.12 Statute of limitations of warranty periods shall be suspended or interrupted as provided for by law. In the event of notices of defect, the warranty period shall be extended for by the time period between the notice of defect and the removal of the defect. The warranty shall commence from anew for the complete or partial new delivery, replacement or improvement of deliverables or work.

10. Termination

- 10.1 Notwithstanding any contrary terms contained above, Siegwerk shall have the right at its absolute discretion, one (1) day following Siegwerk's written notice to Supplier, to cancel, in whole or part, Siegwerk's Purchase Order or any contract resulting from its acceptance. In the event of such cancellation, Siegwerk shall have no obligation to Supplier except the obligation to pay all costs actually incurred by Supplier prior to the date of termination, provided, however, that in no event shall Siegwerk be obligated to pay an amount in excess of the amount set out in Siegwerk's order for the services; advance payments will be refunded accordingly.
- 10.2 If Siegwerk's order or any resulting contract, including the Purchase Order, is canceled because of the default of Supplier, Siegwerk shall have no obligation to reimburse Supplier for any cost incurred or services performed by Supplier pursuant to Siegwerk's order or any resulting contract, including the Purchase Order. Default of the Supplier is given, if (in particular but not limited to) (i) insolvency proceedings are opened in respect of the Supplier's assets, or (ii) the Supplier is in material breach of the contract, or (iii) the financial situation of the Supplier deteriorates considerably, or (iv) unforeseeable incidents not caused by Siegwerk change the basis of the contract considerably.

11. Confidentiality and Advertising

- 11.1 The Supplier undertakes to treat as confidential any information, knowledge and materials, e. g. technical and other data, measured values, techniques, business experience, business secrets, know-how, compositions and other documentation ("Information") received from Siegwerk or disclosed in any other way by Siegwerk or any other company of Siegwerk Group, and shall not disclose such Information to third parties, but use it for the sole purpose of executing the respective contract. The Supplier undertakes to return all Information delivered to him in a tangible form such as documents, samples, specimens, or the like without undue delay upon Siegwerk's request without retaining any copies or notes. Siegwerk has ownership of and all intellectual property rights to the Information mentioned in this clause. This confidentiality obligation shall apply to all such proprietary or confidential information of each party, whether in its original form or a derivative form, including work product resulting from Supplier's performance of any Siegwerk order. Neither party shall take photographs of any portion of any work performed pursuant to any order nor duplicate any drawings or specifications without the prior approval of the other party. Nothing herein shall prevent the communication of any proprietary or confidential information to a third party, which the receiving party can show was known to it or its representatives prior to its receipt from the disclosing party hereunder, was lawfully obtained by the receiving party or its representatives other than by disclosure from the disclosing party,

or became public knowledge through no fault of the receiving party.

- 11.2 The Supplier may refer to the business relationship existing with Siegwerk in its informational and advertising materials with Siegwerk's express prior written consent only.
- 11.3 Neither party may advertise or promote using the name or description of the other party (including, but not limited to, disclosing the existence of these Terms), without in each instance the express written consent of the other party, except as required by law. If required by law, the party seeking to disclose shall provide copies of the disclosure for the prior review and comment by the other party's corporate communications department, which shall have a minimum of five (5) business days to review the materials. The Siegwerk logo may not be used under any circumstance.

12. Miscellaneous

- 12.1 The Supplier may only transfer or assign rights under the contract to third parties with Siegwerk's prior written consent.
- 12.2 Should any of these provisions be partly or totally invalid, this shall have no effect on the validity of the remaining terms.
- 12.3 Modifications, amendments and/or cancellation of the contract or these Purchase Terms shall be made in writing.

13. Applicable Law and Place of Jurisdiction

- 13.1 The contract and the legal relationship between the Supplier and Siegwerk shall be governed by the laws of the Republic of the Philippines without being affected by private international law. The United Nations Convention on Contracts or the International Sale of Goods (CISG) shall not apply.
- 13.2 Exclusive place of jurisdiction shall be the location of the registered office of Siegwerk.