

General Terms and Conditions of Sale of Siegwerk México S.A. de C.V.

1. Scope of Validity

- 1.1 Unless otherwise agreed in writing, these General Terms and Conditions of Sale ("Sales Terms") shall exclusively apply for all sales and performances made by Siegwerk México S.A. de C.V. (hereinafter referred to as "Siegwerk"). Any general terms and conditions of the recipient of the goods or services (hereinafter referred to as "Purchaser") deviating from these Sales Terms are non-binding for Siegwerk even if Siegwerk has not expressly contradicted them or if the Purchaser insists to purchase only under his terms. This shall also apply if Siegwerk has delivered the goods, rendered the services or accepted payments without reservation. As a precaution, Siegwerk hereby dissents with conflicting terms of the Purchaser.
- 1.2 These Sales Terms amend any framework agreements entered into by the Parties. In case deviating terms are individually agreed on, the Sales Terms shall be applicable subordinated and supplemental.

2. Conclusion of the Contract

The offers made by Siegwerk are subject to confirmation. A contract is only concluded with written order confirmation or by Siegwerk's execution of the order.

3. Prices

- 3.1 Siegwerk's prices are quoted ex works (Incoterms 2010). The value added tax (VAT) shall be payable additionally.
- 3.2 In the event that the customary costs of a product rise by more than 10%, Siegwerk is entitled to unilaterally raise its prices accordingly, considering equity and the respective change in costs. This right does not exist, if the delivery date lies within 3 months of the conclusion of the respective contract according section 2 of this Sales Terms.
- 3.3 If Siegwerk raises the price due to an increase in costs, the Purchaser has the right to rescind the contract, at which the Parties each have to bear their own costs of the rescission. The Purchaser is obliged to declare the rescission of the contract to Siegwerk in writing within 2 weeks after receipt of the information about the price increase. Otherwise, the price increase shall be deemed approved.

4. Deliveries, Delivery Date, Delay in Delivery

- 4.1 Partial deliveries and performances are permitted for Siegwerk in a reasonable scope.
- 4.2 In the event that Siegwerk exceeds an agreed date of delivery or performance or in the event that Siegwerk does not meet another contractual obligation in time, the Purchaser is obliged to set an appropriate period of grace.
- 4.3 Should the delivery or performance not be made within the period of grace and should the Purchaser for this reason wish to make use of his right to rescind the contract or claim damages instead of delivery/performance, he is obliged to inform Siegwerk of this beforehand, granting another reasonable period of grace and demanding delivery or performance.

5. Place of Performance/Delivery, Transfer of Risk

The place of performance/delivery as well as the transfer of risk shall be deemed defined in accordance with the Incoterms of the International Chamber of Commerce (Incoterms 2010). If no individual agreement has been reached, the term "ex works" shall apply.

6. Force Majeure

In the event of Force Majeure or other exceptional and unforeseeable events for which Siegwerk is not responsible (both "Force Majeure") which make delivery/performance impossible or substantially more difficult, Siegwerk may suspend the delivery/performance until the Force Majeure event has ceased. Cases of Force Majeure are in particular: shortage of energy or raw materials, strikes in the Party's own or third party site(s), lock-outs, official directives, non-effectuation of deliveries from third parties, operational disturbances and other circumstances that do not lie within the responsibility of one of the Parties. The other Party has to be notified immediately of the Force Majeure event and its expected duration.

7. Invoicing and Payment

- 7.1 The Purchaser is obliged to pay the purchase price as follows: a) net price with a 2% discount if the price is paid within 14 days or b) net price, which shall be paid within a period of 30 days after receipt of the invoice.
- 7.2 The Purchaser is entitled to offset its payment obligation only against undisputed or bindingly established claims.
- 7.3 If the Purchaser is in arrears with a payment, all accounts payable by the Purchaser to Siegwerk become due immediately, irrespective of the maturity.

8. Claims for Defects and Liability

- 8.1 The Purchase is obliged to inspect the delivered goods promptly after receipt, if applicable by means of quick-tests and to notify Siegwerk in writing within 5 days after delivery of the goods about defects in quality and quantity and within 30 days after delivery about hidden defects. Where the Purchaser does not submit his claim and notices of defects in time or not in a proper written form, the delivery of the goods and performance made by Siegwerk shall be deemed defect-free. If the

Purchaser accepts the goods or performance in cognizance of a defect, then he is only entitled to the rights deriving from the defect, expressly reserved in writing at the moment of their delivery.

- 8.2 As far as the delivered goods or performances have a defect, and it has been duly notified according to section 8.1, Siegwerk is entitled at its sole discretion, to replace or repair the goods. The Purchaser has to give Siegwerk the opportunity to do so within a reasonable period of time. If the replacement or repair fails, the Purchaser is entitled to rescind the contract or reduce the purchase price. If the value or the usability of the goods or performances is only insubstantially reduced, the purchaser has only the right for reduction of the purchase price.
- 8.3 Furthermore, the Purchaser is entitled to claim damages and reimbursement of expenses necessary for the purpose of repair and/or replacement pursuant to statutory requirements. In addition, the provisions in section 8.5 apply to claims for damages and reimbursement of expenses.
- 8.4 Siegwerk shall be liable for an intended use or a specific suitability only where agreed in writing between the Parties. Incidentally, the risk of use and application lies with the Purchaser.
- 8.5 Any claims for damages or reimbursement of expenses that the Purchaser might have against Siegwerk, its legal representatives, employees and agents (together "Agents"), irrespective of their legal basis, are only valid in so far as Siegwerk or its Agents have acted wilfully or with gross negligence or if the infringed obligation is substantial for meeting the purpose of the contract. Siegwerk's liability for negligent breaches of essential contractual obligations is limited to the foreseeable damages typical for a contract of this nature and amounts to a maximum of € 1 million.
- 8.6 The Purchaser's rights to claim rectification of a defect, damages or reimbursement for expenses are statute barred according to the statutory provisions.

8. Extraordinary Termination

Notwithstanding any statutory or contractually agreed termination or rescission rights, Siegwerk is entitled to terminate or withdraw from the contract a) if composition of insolvency proceedings are initiated in respect of the Purchaser's assets, b) if the Purchaser is in material breach of the contract, c) if the financial situation of the Purchaser deteriorates considerably, or d) if unforeseeable incidents not caused by Siegwerk change the basis of the contract considerably.

10. Confidentiality and Advertising

- 10.1 The Purchaser 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 the 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 Purchaser 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 section 11.1.
- 10.2 The Purchaser may refer to the business relationship existing with Siegwerk in its informational and advertising materials with Siegwerk's express prior written consent only.

11. Miscellaneous

- 11.1 The Purchaser may only transfer rights or obligations under the contract to third parties upon Siegwerk's prior written consent.
- 11.2 The Purchaser is responsible for the compliance with statutory and administrative provisions regarding the import, transport, storage and use of the goods.
- 11.3 Should any of these provisions be partly or totally invalid, this shall have no effect on the validity of the remaining terms.
- 11.4 Modifications, amendments and/or cancellation of the contract or these Sales Terms shall be made in writing.

12. Place of Jurisdiction and Applicable Law

- 12.1 This contract, these Sales Terms, as well as the existing legal relationships or to be entered into by the Purchaser and Siegwerk shall be governed by the Commercial Code and applicable commercial law of the United Mexican States. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.
- 12.2 For all matters relating to the contract, these Sales Terms, as well as the existing legal relationships or to be entered into by the Purchaser and Siegwerk, the parties hereto submit to the laws and jurisdiction of the competent court at the location of the registered office of Siegwerk, hereby expressly waiving the jurisdiction that may correspond by virtue of their domiciles or other reasons.