

General Terms and Conditions of Delivery of Siegwerk Canada Inc.

1. General

- 1.1 Any quotation by Siegwerk Canada Inc. ("Seller") is not an offer, and no binding contract of purchase/sale shall be effected until Buyer's order (each, an "Order") is accepted, in whole or in part, by Seller.
- 1.2 The terms and conditions herein: (i) shall be deemed incorporated into and made a part of each Order, and (ii) shall not be modified, supplemented or superseded by any terms or conditions in an Order or in any acknowledgement, acceptance, policy or document of Buyer, except as expressly agreed to in a writing separate from such Order that is signed by both parties and that specifies the extent to which such writing overrides the terms and conditions of the Contract (as such term is hereinafter defined). Terms and conditions in an Order or in any acknowledgement, acceptance or document of Buyer which are at variance with the terms and conditions stated herein and which are not accepted by Seller in accordance with the preceding sentence are rejected by Seller and shall in no case constitute a part of the Contract (as such term is hereinafter defined). After a contract is effected between Buyer and Seller, the Order, the Invoice (as such term is defined in paragraph 2, these terms and conditions and any other agreement or document referred to in paragraph 6 hereof shall be the final written expression of agreement between Seller and Buyer (the "Contract").
- 1.3 The Contract shall constitute the entire contract between them and supersede all previous oral or written communications. Once an Order is accepted by Seller, Buyer may not modify or cancel such Order except upon specific prior written approval from Seller.
- 1.4 If Buyer cancels an Order, Buyer shall pay Seller reasonable cancellation charges, as invoiced by Seller, for expenses already incurred by Seller in performing, or preparing to perform, the work required by such Order, together with all cancellation costs and Seller's anticipated profit.

2. Terms of Payment

- 2.1 Seller shall invoice Buyer for the quantity of Goods delivered to Buyer in accordance with each Order (the "Invoice"). Each Invoice will be dated the day of shipment of the Goods which are the object of such Invoice. Unless otherwise stated, prices quoted in each Invoice, shall include all applicable sales, use and value added taxes (the "Sales Taxes") in addition to the price concurrently with the payment of the price.
- 2.2 Payment shall be due within thirty (30) days after receipt of Invoice. The day of payment is the day on which payment is received by Seller. If, as determined in Seller's sole discretion, the financial condition of Buyer does not justify continuance of shipment on the terms of payment specified herein, Seller may require full or partial payment in advance.
- 2.3 The Buyer is entitled to offset its payment obligation only against undisputed or bindingly established claims.
- 2.4 If the Buyer is in arrears with a payment, all accounts payable by the Buyer to Seller becomes due immediately, irrespective of the maturity.
- 2.5 All prices are subject to increases equal to any additional costs incurred by Siegwerk as a result of price increases or any changes in applicable laws.
- 2.6 If Seller raises the price due to an increase in costs, the Purchase has the right to rescind from the contract, at which the Parties each have to bear their own costs of the rescission. The Buyer is obliged to declare the rescission of the contract to Seller in writing within 2 weeks after receipt of the information about the price increase. Otherwise, the price increase shall be deemed approved.

3. Delivery

- 3.1 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" Seller's premises shall apply. Special handling charges by carrier shall be paid by the Buyer. It is understood that Seller is importing the Goods to the Buyer.
- 3.2 Partial deliveries and performances are permitted in a reasonable scope as agreed to between the parties.

4. Delay in Delivery

- 4.1 In estimating dates of delivery, Seller has not made any allowance and shall not be liable, directly or indirectly, for non-delivery or delays in performance under these terms and conditions if such non-delivery or delay is due to a Force Majeure (as such term is defined in paragraph 5, applicable thereon) and, when such delays arise, the estimated delivery date shall be extended accordingly.
- 4.2 In the event Seller exceeds an agreed date of delivery or performance or in the event that Seller does not meet another contractual obligation in time, the Buyer is obligated 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 Buyer for this reason wish to make use of his right to rescind from the contract or claim damages instead of delivery/performance, he is obliged to inform Seller of this beforehand, granting another reasonable period of grace and demanding delivery or performance.

5. Force Majeure

- 5.1 In cases of Force Majeure or other unforeseeable circumstances that impede the delivery or render it impossible for Seller, the contractual obligations of both Parties are suspended.
- 5.2 A "Force Majeure" is defined as delays of carriers or delays from labor difficulties, inability to secure transportation, shortages of energy or raw materials, lockouts, strikes or stoppages of any sort, fires, floods, accidents (in manufacture or otherwise), failure or delay in obtaining materials or manufacturing facilities, acts of government, bad weather, non-effectuation of deliveries from third parties, operational disturbances, embargoes, civil commotion, war, invasion, riots or acts of God or any other cause or causes beyond Seller's reasonable control, whether similar or dissimilar to the foregoing.
- 5.3 If Seller is unable to import Goods by reason of a Force Majeure, Seller may cancel the Contract without further liability by giving written notice to Buyer of such cause, and such cancellation shall not affect Seller's right, at its option, to recover the Contract price for any unpaid Goods already delivered or to take back the sold Goods.

6. Title

- 6.1 Seller hereby retains and reserves title to, ownership of, property in, and, without limitation, retains, reserves and takes a purchase-money security interest in the Goods and all proceeds thereof until the price of the Goods and all amounts payable by Buyer hereunder are paid in full. Buyer shall at all times do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered, on a timely basis, all such further acts, registrations, deeds, agreements or other documents as in the reasonable opinion of Seller may be necessary or desirable, at any time and from time to time, to give effect to the terms of the Contract (including, without limitation, any documents or security agreements relating to the Goods, which are requested by Seller to protect its security interest in said Goods and any registration pursuant to Article 1749 of the Civil Code of Québec or otherwise which

Seller considers necessary or useful to render the reservation of ownership in the Goods opposable to third parties).

7. Conditions

- 7.1 Buyer expressly acknowledges that each Contract, and each obligation of Seller there under (including, without limitation, all shipments made or required to be made pursuant thereto), is conditional upon and subject to (i) Seller's ability to obtain the necessary raw materials (ii) Seller's current manufacturing schedules as the same may be amended from time to time upon prior written notice to Buyer thereof, and (iii) applicable laws, government regulations, orders, judgments, directives, and restrictions that may be in effect from time to time.

8. Limitation of Liability

- 8.1 SUBJECT TO SECTION 9, SELLER SHALL NOT BE LIABLE TO BUYER OR ANY PERSON WHETHER AT LAW OR IN CONTRACT, TORT, EQUITY OR OTHERWISE, FOR ANY PENALTIES, LOSS OR DAMAGES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES INCLUDING LOSS OF USE, EARNINGS OR PROFITS) IN ANY MANNER RESULTING FROM ANY FAILURE TO PERFORM OR DELAY IN PERFORMING ANY OBLIGATION PURSUANT TO THE CONTRACT OR ANY PART THEREOF, WHETHER OR NOT FROM NEGLIGENCE OR BREACH (FUNDAMENTAL OR OTHERWISE) BY SELLER, ITS EMPLOYEES, AGENTS OR SERVANTS, UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED OFFICER OF SELLER.

9. Nonconformity

- 9.1 The Buyer is obliged to inspect the delivered goods immediately upon their arrival and shall within ten (10) days of their arrival give written notice to Seller, of any claim that the Goods do not conform with the terms of the Contract, which shall include the full particulars of such non-conformance (each, a "Notice of Non-Conformance"). Buyer shall not be entitled to claim that it did not receive the full quantity of Goods requested pursuant to the applicable Order or that such Goods did not comply with the terms and conditions of the Contract if it fails to signal such deficiency within the prescribed period set forth in the preceding sentence. It is understood that Goods supplied by Seller are to be within the limits and sizes published by Seller and subject to Seller's standard tolerances for variations. Upon receipt of a Notice of Non-Conformance within the prescribed period, Seller will, in its sole discretion, either replace the Goods upon return of the defective or unsatisfactory material or take such other action as determined necessary by Seller so as to resolve the matter fairly and promptly, but under no circumstances shall Seller be liable for consequential or other damages, losses or expenses in connection with or by reason of the use of or inability to use the Goods purchased for any purpose.

10. Warranties

- 10.1 SELLER MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE, AND SELLER SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, DIRECTLY OR INDIRECTLY, ARISING FROM THE USE OF SUCH MERCHANDISE OR FOR CONSEQUENTIAL DAMAGES.

11. Termination

- Except for a cancellation described in Section 2.6 or resulting from a default by Siegwerk, the Purchaser may not cancel this contract without Siegwerk's prior written consent. In such event, the Purchaser shall pay Siegwerk the contract price for all goods that have been completed by Siegwerk prior to termination and shall reimburse Siegwerk for Siegwerk's expenses for labor, material, unamortized tooling, overhead and any other commitments made and expenses incurred by Siegwerk to date of cancellation for goods not yet produced, in accordance with Siegwerk's standard charges therefore. Split deliveries may not be cancelled if Siegwerk has already produced the goods and they are awaiting delivery. No cancellation by the Purchaser for a default by Siegwerk shall be effective until Siegwerk has failed for 30 days from the date it receives written notice of a default to cure such default to the Purchaser's reasonable satisfaction.

12. Confidentiality and Advertising

- 12.1 The Buyer 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 Seller or disclosed in any other way by Seller or another company of Siegwerk Group, and shall not disclose such Information to third parties, but use it for the purpose of executing the respective contract only. The Buyer undertakes to return all Information delivered to him in a tangible form such as documents, samples, specimens, or the like without undue delay upon Seller's request without retaining any copies or notes. Seller has ownership of and all intellectual property rights to the Information mentioned in section 11.1.
- 12.2 The Buyer may refer to the business relationship existing with Seller in his informational and advertising materials with Seller's express prior written consent only.

13. Miscellaneous

- 13.1 The Buyer may only assign rights under the contract to third parties upon Seller's prior written consent.
- 13.2 The Buyer is responsible for the compliance with statutory and administrative provisions regarding the import, transport, storage and use of the goods.
- 13.3 Should any of these provisions be partly or totally invalid, this shall have no effect on the validity of the remaining terms.
- 13.4 Modifications, amendments and/or cancellation of the contract or these General Terms and Conditions of Delivery shall be made in writing.
- 13.5 No failure by Seller to exercise, and no delay in exercising, any right, power or privilege under the Contract shall operate as a waiver hereof. No waiver of any breach of any term or provision of the Contract shall be binding unless made in writing and signed by the party to the Contract purporting to give the same and, unless otherwise provided, shall be limited to the specific breach waived.
- 13.6 Any notice required to be given under the Contract shall be sufficiently given if delivered in writing during normal business hours to an apparently responsible employee or receptionist or by any electronic means which may produce a paper record at the address of Seller, as set forth in the Invoice, and of the Buyer, as set forth in the Invoice. Notices shall be deemed to have been received on the first business day following delivery or transmission.

14. Place of Jurisdiction and Applicable Law

- 14.1 All legal relationships between the Parties shall be governed by the laws of Canada without being affected by private international law and excluding the United Nations Convention on Contracts or the International Sale of Goods (CISG).
- 14.2 Exclusive place of jurisdiction shall be the location of the registered office of Seller.