

General Terms and Conditions of Sale and Delivery

1 General and Applicability

1.1 The following General Terms and Conditions of Sale and Delivery shall apply exclusively to all supplies and services by the Hosta-Polymers S.A.R.L. as well as for any contracts concluded with the contracting party in this context

1.2 These General Terms and Conditions shall also apply in current business connections, unless Hosta-Polymers S.A.R.L. does not explicitly appeal to the validity of these General Terms and Conditions respectively the contracting party applies other General Terms and Conditions. Such other General Terms and Conditions shall only become acknowledged inasmuch as they are expressly confirmed by Hosta-Polymers S.A.R.L. writing. In particular silence to General Terms and Conditions of the contracting party shall not be deemed agreement or acceptance.

2 Contract Formation

2.1 Hosta-Polymers S.A.R.L.'s offers shall not be binding with respect to price, quantity, delivery time and availability.

2.2 The contracting party's orders shall become binding on Hosta-Polymers S.A.R.L. upon receipt by the contracting party of Hosta-Polymers S.A.R.L.'s written order confirmation or acknowledgment or accomplishment of delivery.

2.3 Any addition or other modification in quantities, prices or deliveries which is contained in any acknowledgement, invoice or other form or communication from the contracting party not countersigned in written form by Hosta-Polymers S.A.R.L. is hereby objected to and rejected, notwithstanding Hosta-Polymers S.A.R.L.'s acceptance of an order for or delivery of goods.

2.4 Hosta-Polymers S.A.R.L. reserves her (intellectual) property rights with regard to illustrations drawings, calculations and other documents. This also applies to such written documents, which are denominated

"confidential". Prior to forwarding to third parties or commercial use, Hosta-Polymers S.A.R.L.'s explicit prior written consent is required.

3 Price and Payment Terms

3.1 Unless agreed upon otherwise, Hosta-Polymers S.A.R.L. prices are calculated without packaging and plus delivery and shipping expenses as well as plus legal VAT, if applicable.

3.2 Any increases in import duties, levies, freight rates, etc. that become effective after the date of the contracting party's order on the grounds of authority regulations or legal provisions shall be at contracting party's expense.

3.3 Hosta-Polymers S.A.R.L. effect a general reduction or increase in her prices in the period between the conclusion of a contract and delivery of the goods, the price valid on the date of delivery of the goods shall be applicable. In the event of such a potential increase in prices, contracting party shall be entitled to rescind the contract within a period of two (2) weeks from notification, unless the price increase is exclusively attributable to an increase in freight rates.

3.4 The contracting party shall not be entitled to retain or set off any payments on the grounds of any counter-claims including claims derived from warranties unless such counter-claims have been acknowledged or recognized by declaratory judgment.

3.5 Should the contracting party not pay as agreed, Hosta-Polymers S.A.R.L. shall have the right to charge interests from the due date, without prior reminder, at the rate charged by her bank for credit in current account, but not less than eight (8) percent points above the base interest rate.

3.6 In the event of non-compliance with the terms of payment or the occurrence of circumstances that might lead to an impairment of the creditworthiness of the contracting party, Hosta-Polymers S.A.R.L. may declare her receivables due for payment irrespective of the period of payment originally agreed.

4 Delivery Shipment, and passing of risk

4.1 The terms of delivery quoted shall be regarded as approximate but will be complied with as far as possible.

4.2 Hosta-Polymers S.A.R.L. reserves the right to partial deliveries, if such are reasonable for the contracting party according to the circumstances of the individual case. The invoices issued for partial deliveries are payable as agreed independently of the total delivery.

4.3 The date of delivery shall be the day on which the goods leave Hosta-Polymers S.A.R.L.'s plant or warehouse or, if that day cannot be ascertained, the day on which the goods are put at the contracting party's disposal.

4.4 Hosta-Polymers S.A.R.L. is liable for damages resulting from a delay of performance according to the applicable legal provisions, if the damages are caused intentionally or with gross negligence by her, her agents or servants. Hosta-Polymers S.A.R.L.'s liability in cases of gross negligence, however, is limited to the foreseeable damage typical for this type of contract. A damage claim resulting from the breach of material contractual duties is limited to the foreseeable damage typical for this type of contract, unless an intentional breach has occurred at the same time. In case of simple negligence Hosta-Polymers S.A.R.L.'s liability is excluded, unless a breach of a material contractual duty has occurred. Additional claims of the contracting party are excluded irrespective of the expiration of a time limit for performance set for Hosta-Polymers S.A.R.L.. The aforementioned limitations do not apply to a liability for injuries of life, body or health. The burden of proof shall not be changed to the disadvantage of the contracting party with the preceding provisions. The preceding provisions also apply to the claim regarding the refund of unavailing expenditures because of a delay.

4.5 Correct and timely deliveries by Hosta-Polymers S.A.R.L.'s own suppliers shall be reserved. Hosta-Polymers S.A.R.L. undertakes to inform the contracting party immediately of the non-availability of the goods and, in case of a withdrawal of the contract, to reimburse the purchase price as the case may be without undue delay.

4.6 Unless otherwise agreed by the Parties, passing of risk to the contracting party shall be conform to the Incoterm EXW (Incoterms 2010).

4.7 Hosta-Polymers S.A.R.L. shall not be liable for weight losses in transit.

4.8 All purchase orders of the contracting party shall be accompanied by the respective shipping instructions. The mode of dispatch and the forwarding route, however, shall in all cases be at Hosta-Polymers S.A.R.L.'s discretion

– without guarantee for the fastest and cheapest transportation. Part shipments shall be allowable. Any additional costs for air, urgent and express delivery at contracting party's request shall be at Buyer's expense.

5 Retention of Title

5.1 The goods shall remain Hosta-Polymers S.A.R.L. property until all present and future claims from business transactions with contracting party are settled, which shall include, but not be limited to, setting accessory claims, claims for damages and honoring checks and bills.

5.2 The contracting party shall be under obligation to store separately and identify the goods which are Hosta-Polymers S.A.R.L.'s property (reserved property), and to insure them at its expense against loss and damage. The contracting party assigns in advance to Hosta-Polymers S.A.R.L. any claims which may accrue to it under such insurance policies.

5.3 Processing or transforming of the reserved property by

the contracting party on behalf of Hosta-Polymers S.A.R.L. shall not entail any obligations for Hosta-Polymers S.A.R.L.. If the contracting party combines, mixes, unites or processed the reserved property with other goods or transforms it jointly with other goods, Hosta-Polymers S.A.R.L. shall be entitled to a co-ownership of the emerging new goods at the ratio of the invoice value of the reserved property to the other goods. The new goods shall be considered to be reserved property according to the interpretation of the conditions outlined here.

5.4 The sale of the reserved property shall only be allowable through proper business

transactions. Other disposals, in particular pledging and assignment as security of the reserved property shall not be allowed. Any claims and receivables to which the contracting party may be entitled with respect to the reserved property on the basis of resale or other causes in law shall herewith be assigned to Hosta-Polymers S.A.R.L. in advance, in their full amount; in the case of co-ownership the assignment shall only cover that portion of such claims or receivables which corresponds to our co-ownership Hosta-Polymers S.A.R.L. here with accepts the assignment. Any resale shall only be admissible subject to the condition precedent of such an assignment.

5.5 The contracting party shall only be authorized to collect the assigned receivables in a proper business transaction and only subject to revocation. On demand of Hosta-Polymers S.A.R.L., the contracting party shall disclose the assignment to his debtors. Hosta-Polymers S.A.R.L shall also be entitled to make this disclosure at any time.

5.6 Contracting party's authorization to dispose of the reserved property and to process, transform, combine, mix and unite it with other goods, as well as to collect the assigned receivables, shall cease in the event of noncompliance with the terms of payment, unauthorized disposals, protests in connection with bills or checks and when an insolvency proceeding is instituted against the contracting party or Hosta-Polymers S.A.R.L is informed of a material impairment of his financial status. In this case, Hosta-Polymers S.A.R.L shall be entitled to immediately take possession of the reserved property even without rescinding the contract, to enter the plant of the contracting party for this purpose, to demand appropriate information about the reserved property and any applicable receivables from its resale and to inspect contracting party's books inasmuch as this serves to secure the rights of Hosta-Polymers S.A.R.L. A rescission of the contract is only connected with the takeover of the reserved property if Hosta-Polymers S.A.R.L expressly declares so.

6 Force Majeure, Impediments to Performance

Unpredictable, extraordinary events beyond the control of one party, such as warlike conflicts, official regulatory measures, European, German and US-American trade

restrictions, especially embargos, unforeseeable shortages of labor, utilities or raw materials supplies, strike, lock-out, disruptions in operation or transport or other cases of force majeure, including such affecting

Hosta-Polymers S.A.R.L. 's suppliers, suspend Hosta-Polymers S.A.R.L's contractual obligations for the duration of the disturbance and to the extent of its effect, plus an adequate start up time. In case the delay resulting thereof exceeds six (6) weeks, both parties shall be entitled to withdraw from the contract to the extent the performance is affected by it. Any other claims are excluded.

7 Defects and Warranty

7.1 The specifications of the sold goods are determined on demand. The conditions determined there – in shall determine the conditions of the goods completely and exclusively. No other specifications or warranty of any kind, express or implied, is made by Hosta-Polymers S.A.R.L concerning the goods. All information, in particular relating to suitability, processing and application of Hosta-Polymers S.A.R.L 's products as well as his technical advice is given to the best of her knowledge, but do not release the contracting party of the duty to examine and test himself. The application, use and processing of the goods are beyond the contracting party's control and thereof entirely the contracting party's responsibility.

7.2 Hosta-Polymers S.A.R.L is not liable for defects, which reduce the value or the suitability of the goods insubstantially. An insubstantial defect exists in particular, if the defect can be remedied by the contracting party himself with negligible effort.

7.3 In any case of any supplementary performance in the meaning of Hosta-Polymers S.A.R.L is entitled to choose between the removal of the defects of the delivered goods and a new delivery of goods.

7.4 Complaints about Products of the contracting party according to the regulations must reach Hosta-Polymers S.A.R.L not later than fourteen (14) days from the date of receipt of the Products in respect of any defect, default or shortage which would be apparent from a reasonable inspection on delivery, and, in case of hidden defects, fourteen (14) days after the

contracting party discovers or should have discovered the relevant defect.

7.5 In case of legitimate complaints of the contracting party the goods can only be returned on Hosta-Polymers S.A.R.L 's costs if after the notification of a defect Hosta-Polymers S.A.R.L does not offer to collect or dispose of the goods himself.

7.6 Claims to damages and to refund of expenses remain unaffected, unless excluded under section 8.

8 Liability and Limitation of Liability

8.1 Hosta-Polymers S.A.R.L 's liability for damages is determined according to the legal provisions, but limited to cases of intention or gross negligence by Hosta-Polymers S.A.R.L or one of her agents or her servants. However, this does not apply in cases of an injury of life, body or health or in case of culpable breaches of material contractual duties. The claim to damages resulting from a breach of material contractual duties is limited, however, to the foreseeable damage typical for this type of contract, unless an intentional breach of contract or injury of the legal interests mentioned in sentence two (2) has occurred at the same time. Apart from that, Hosta-Polymers S.A.R.L is only liable under the Tunisian Product Liability Act.

8.2 The regulations of the preceding para. one (1) are applicable to all damage claims, in particular for damages instead of performance and damages supplementary to performance ,irrespective of the legal reason they arise from, in particular because of defects, the breach of contractual duties or tort. They also apply to the claim regarding the refund of unavailing expenditures and other indirect or consequential damage.

The liability for a impossibility of delivery is governed by section 8.3 below, the liability for a delay, however, is governed by section 4.4.

8.3 Hosta-Polymers S.A.R.L is liable for damages because of impossibility of delivery according to the legal provisions in cases of intention or gross negligence by her, her agents or servants. In cases of gross negligence, however, Hosta-Polymers S.A.R.L 's liability is limited to the foreseeable damage typical for these types of contracts. The liability resulting from breaches of material contractual duties is limited to the foreseeable damages typical for

these types of contracts, unless an intentional breach has occurred at the same time. In cases of simple

negligence, Hosta-Polymers S.A.R.L 's liability for damages and for the refund of unavailing expenditures because of impossibility of delivery is excluded, unless a material contractual duty is breached at the same time.

Further claims of the contractual party because of impossibility of delivery are excluded.

8.4 The preceding limitations do not apply however, if the liability is due to the injury of life, body or health. The contractual party's right to terminate the contract remains unaffected. The burden of proof shall not be changed to the disadvantage of the contractual party with the preceding provisions.

9 Withdrawal

Only in case of a breached duty with intention or gross negligence by Hosta-Polymers S.A.R.L the contracting party is within the legal regulations entitled to withdraw from the contract; in case of defects, the legal requirements remain unaffected.

10 Limitation Period

10.1 The limitation period for only claims and rights of the contracting party is one (1) year. The limitation period starts with the delivery of the goods.

10.2 The aforementioned limitation period of one (1) year, however, do not apply in case a defect is concealed fraudulently or in case Hosta-Polymers S.A.R.L has undertaken a warranty with regard to the condition of the delivered goods. Further, the limitation periods do not apply to damage claims in case of injury of life, body, health or freedom, to intentional or grossly negligent breaches or to the breach of material contractual duties.

10.3 Unless explicitly agreed upon otherwise, the legal regulations concerning the beginning of the limitation period, the suspension of the limitation period and the suspension of its expiry as well as its restart remain unaffected.

11 Place of Performance and Jurisdiction

11.1 The place of performance for payment obligations of the contracting party shall be

Tunis, and for obligations of Hosta-Polymers S.A.R.L, the place of delivery.

11.2 It has been agreed that for any disputes resulting from

and in connection with this contract, the courts of Tunis shall have jurisdiction. This shall also apply to any actions from bill of exchange and check issues. However, Hosta-Polymers S.A.R.L shall also be entitled to bring action before the courts at the registered domicile of contracting party.

11.3 All legal relations between the contracting party and Hosta-Polymers S.A.R.L shall be exclusively governed by the laws of the Republic of Tunisia. The United Nations Convention on Contracts for the International Sale of Goods (CISG “Vienna SalesConvention”) dated April 11, 1980 shall be excluded.

Hosta-Polymers sarl, Tunis, June 2015