



PURCHASE ORDER TERMS AND CONDITIONS

(Effective Date: June 9, 2017)

These Purchase Order Terms and Conditions (the “Terms and Conditions”) are incorporated in and made a part of each purchase order issued by Tekni-Plex, Inc. or any of its direct or indirect subsidiaries (“Tekni-Plex” or “Buyer”). In these Terms and Conditions: (a) “Buyer” means Tekni-Plex; (b) “Seller” means the seller named in the order; (c) “Goods” and “Services” mean the products and/or services being purchased from Seller as described in the purchase order; and (d) “Purchase Order” means the purchase order and these Terms and Conditions collectively.

1. Acceptance of Purchase Order. The Purchase Order is deemed accepted, upon the earlier of: (a) Seller’s return of an acknowledgment of the Purchase Order; (b) Seller’s commencement of performance; or (c) five (5) days from Seller’s receipt of the Purchase Order, unless Buyer receives Seller’s written rejection of the Purchase Order within such five (5) day period. Any acceptance of the Purchase Order is limited to acceptance of the express terms contained in the Purchase Order (including these Terms and Conditions). No additional or different terms or attempted exclusions or modifications by way of any document, proposal, course of performance or otherwise will be effective against Buyer in the absence of the express written consent of Buyer. Any attempt by Seller to add, exclude, or modify the terms contained in the Purchase Order will be deemed material, is objected to and will be of no effect. Neither the submission of the Purchase Order nor anything contained in the Purchase Order will be construed to be an acceptance or confirmation of any prior or subsequent document, proposal or course of performance. The Purchase Order will be a rejection and counter-offer with respect to any such document, proposal or course of performance.

2. Entire Agreement; Amendments and Waiver. If there is a written agreement between Buyer and Seller related to the subject matter of the Purchase Order addressing the terms set forth in these Terms and Conditions, then that agreement shall govern the purchase and sale of the goods and services set

forth on the Purchase Order. If not, or if these Terms and Conditions are attached to the Purchase Order or expressly referenced in the Purchase Order (including, but not limited to, a reference to the web address where these Terms and Conditions may be found), then these Terms and Conditions shall apply to the purchase and sale of the Goods and Services set forth on the Purchase Order and the Purchase Order, these Terms and Conditions and any exhibits attached thereto shall supersede all written or oral prior agreements or understandings with respect thereto. The Purchase Order may not be modified or amended except by a written instrument signed by both parties. E-mail communications containing typed name and/or typed signature blocks do not constitute a written instrument within the context of this Section. No waiver will be implied from conduct or failure to enforce rights, and no waiver will be effective unless in writing signed on behalf of the party against whom the waiver is asserted. Buyer and Seller intend that the Purchase Order be construed without any rule requiring construction or interpretation against Buyer, whose representatives drafted the Purchase Order. These Terms and Conditions and the Purchase Order shall be interpreted together as a single agreement; however, if there is an irreconcilable conflict, these Terms and Conditions will control.

3. Changes. Buyer may, by written notification, direct changes in the drawings, designs, specifications, method of shipment or packing, quantity, or time or place of delivery of any goods or services. Only authorized Buyer procurement representatives may issue changes to the Purchase Order. If any change causes an increase or decrease in the cost of, or the time required for, performing the Purchase Order, an equitable adjustment will be made in the Purchase Order price, delivery dates or both, and the Purchase Order will be modified in writing by Buyer accordingly. Any claim for adjustment under this Section may at Buyer’s option, be deemed to be waived unless asserted in writing, including the amount of the claim, and delivered to Buyer within ten (10) days from the date of the receipt by Seller of the Buyer-directed

change to the Purchase Order. Notwithstanding any

disagreement between the parties regarding the impact of a change, Seller will proceed diligently with its performance under the Purchase Order pending resolution of the disagreement.

4. Delivery. TIME IS OF THE ESSENCE WITH RESPECT TO FULFILLMENT OF THE PURCHASE ORDER. Seller will deliver Goods and/or provide the Services on the dates and in the quantities specified in the Purchase Order. Unless otherwise agreed to, delivery of the Goods shall be DDP (Incoterms). Seller will preserve, pack, package and handle Goods ordered by Buyer so as to protect Goods from loss or damage. In the event of any delays to the scheduled delivery date, Seller will notify Buyer of such delay and work diligently to remedy such delay immediately. In the event of any delay in delivery of more than five (5) days, Buyer may, at its sole option, cancel or reschedule the Purchase Order in whole or in part without penalty or liability. No change in the scheduled delivery date or performance will be permitted, unless Buyer has otherwise agreed in writing. Deliveries will be made at the ship-to address designated in the Purchase Order, and title and risk of loss to Goods will pass to Buyer as described on the purchase order document. If the document is silent on the passage of title and risk of loss, then title and risk of loss to Goods will pass to Buyer upon its receipt at the designated ship-to address.

5. Acceptance of Goods. All Goods ordered and shipped hereunder is subject to acceptance by Buyer at the ship-to address designated in the Purchase Order. Buyer will have thirty (30) days after delivery of any Goods to accept or reject Goods (the "Acceptance Period"). Payment for Goods will not constitute an acceptance of the Goods. Acceptance of any Goods will not preclude a subsequent claim with respect to the Goods. If, during the Acceptance Period, Buyer identifies any Goods that do not conform to Buyer's specifications or instructions or to the Purchase Order ("Nonconforming Goods"), Buyer may, at its sole option, (a) require Seller to correct any Nonconforming Goods by repair, replacement or re-performance, at Seller's risk and expense, within seven (7) business days after the request of Buyer, (b) return any Nonconforming Goods to Seller, at

Seller's risk and expense, and recover from Seller the price for the Nonconforming Goods, (c) utilize any Nonconforming Goods and require an appropriate reduction in the price for the Nonconforming Goods, or (d) any other remedies available under applicable law. Upon delivery of repaired, replacement or re-performed Goods, Buyer will accept or reject such Goods in accordance with this Section.

6. Continuity of Supply. Seller will provide Goods to Buyer in the quantity and quality ordered by Buyer as set forth in the Purchase Order. In support of this obligation, Seller will adopt and implement commercially reasonable continuity of business plans and procedures.

7. Design and Process Changes. Seller shall notify Buyer at least 90 days in advance and in writing of all proposed changes to the Goods or their components, including but not limited to changes that affect product form, appearance, fit or function, usable life, shelf life, cost, or any other matter deemed material in Buyer's sole discretion. Examples of changes include, but are not limited to: (i) composition or source of any raw material; (ii) method of producing, processing or testing; (iii) change in subcontractors for producing, processing or testing; (iv) site of manufacture and (v) labeling. No such change shall be made without Buyer's prior written consent and nothing herein shall be deemed a waiver of said written consent requirement.

8. Pricing of the Goods. Pricing for Goods is set forth in the Purchase Order. The pricing includes (a) all taxes except those taxes that Seller is required by law to collect from Buyer, including state or local sales or use tax, (b) all packaging and freight to the ship-to address designated in the Purchase Order, and (c) all customs duties, fees or charges. Sales and use taxes, if any, will be separately stated in Seller's invoices unless Buyer has indicated in the Purchase Order that Goods ordered is exempt from such taxes. Seller represents and warrants that the pricing is the lowest prices Seller charges for items similar to such Goods, after taking into account differences arising solely from freight or other destination-specific charges. If Seller charges any other person or entity a lower price for items similar to any Goods, Seller will notify Buyer and apply the lower price to Buyer's purchases of such Goods.

9. Invoicing. Seller will invoice Buyer for

Goods ordered at the time of shipment. Invoices will be sent to the invoice-to address designated in the Purchase Order, and Buyer will pay invoices as described on the purchase order document. If the document is silent on the payment of invoices, then Buyer will pay invoices within ninety (90) days of the date it receives Seller's invoice. Buyer will have the right to offset against any payments owed by it to Seller, any amounts Seller may owe to Buyer. If any invoice submitted by Seller is found to be in error, an appropriate adjustment will be made to the invoice or the next succeeding invoice following discovery of the error and the resulting payment or credit will be issued promptly.

10. Confidential Information. Seller will keep confidential the terms of the Purchase Order and all disclosures made by the Buyer containing business or technical information relating to the subject matter hereof, and Seller will not disclose such information to anyone else nor use it for its separate benefit. This confidentiality obligation will not apply to information that the Seller can show (a) was already known to the Seller at the time of disclosure by the Buyer, without any duty of confidentiality to the Buyer, (b) is disclosed to the Seller by a third party who had the right to make such disclosure without any confidentiality restrictions, (c) is or has become, through no fault of the Seller, generally available to the public, (d) is independently developed by the Seller without access to, or use of, the disclosure, or (e) is required to be disclosed due to legal process, governmental order, government regulation, or like demand; provided that the Seller has, unless legally prohibited, given prior notice to the Buyer of the process, order, or demand in order to provide the Buyer with a reasonable opportunity to oppose the same. This confidentiality obligation will continue for five (5) years from the date of receipt. The Seller will return or destroy, at the Buyer's discretion, the Buyer's business and technical information, and all copies thereof, upon the Buyer's written request and will certify in writing to such return or destruction within thirty (30) days.

11. Records and Audit. For at least five (5) years from the date of last delivery, Seller will (a) maintain records, documentation and other information suitable to reflect Seller's compliance with the Purchase Order and (b) provide Buyer and its representatives and auditors access to such records, documentation and other information as

necessary to audit Seller's compliance with the Purchase Order.

12. Inspection. Upon Buyer's request, Seller will provide Buyer with specific information, in such detail as Buyer may reasonably request, as to the location and method of manufacturing or assembly of Goods. Buyer and its representatives and auditors will have the right, upon prior notice, to visit the location for purposes of inspecting the location and method of manufacturing or assembly of Goods at any stage of manufacture, assembly or delivery.

13. Warranty. Seller represents and warrants to Buyer and each of its parent companies, subsidiaries and affiliates and to its and their respective officers, directors, employees, agents, personnel, customers and end users (collectively, "Buyer Warrantees") that Seller has the right, authority, experience and ability to enter into the Purchase Order and to perform its obligations hereunder, and that such performance will not violate any other agreement or understanding by which Seller is bound.

14. Goods and Services Warranty.

14.1 Goods: Seller represents and warrants to the Buyer Warrantees that, on the date of delivery of Goods to Buyer and for the longer of Seller's standard warranty period and the period of one (1) year from the date of delivery (the "Warranty Period"), all Goods, including all repaired, replacement and re-performed Goods, and the materials incorporated into all Goods will: (a) be free from defects in material, workmanship, manufacture and design; (b) conform to Buyer's specifications and instructions; (c) be merchantable, be fit for the intended purpose and operate as intended; (d) comply with all applicable industry standards and all applicable laws, rules, regulations, approvals and orders, including the laws regarding slavery and human trafficking of the country or countries in which Buyer and Seller do business; (e) be new and unused; and (f) be free and clear of all liens, claims, security interests and other encumbrances. In the event of a breach of the foregoing warranty which occurs during the Warranty Period, Buyer may, at its sole option, (a) require Seller to correct Goods that do not conform to the warranty by repair, replacement or re-performance, at Seller's risk and expense, within seven (7) business days after the request of Buyer,

(b) return Goods that do not conform to the warranty to Seller, at Seller's risk and expense, and recover from Seller the price for such Goods, or (c) utilize Goods that do not conform to the warranty and require an appropriate reduction in the price for such Goods, or (d) seek any other remedies available under applicable law.

14.2 Services: Seller warrants that (a) any Services, including installation, design and engineering services provided pursuant to the Purchase Order will be performed in a professional manner in accordance with the practices and high professional standards used in well-managed operations performing services similar to the services, (b) it will use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the Services, (c) that only new materials will be used in connection with the Services to be provided under the Purchase Order. Seller will re-perform any defective Services, provided Seller notifies Buyer of any defective Service for one (1) year from the date of acceptance of such Services by Buyer. The foregoing will be in addition to any indemnification obligation of Seller under the Purchase Order.

15. Intellectual Property. Buyer shall own all intellectual property and tangible work product conceived, created, acquired, or first reduced to practice in connection with the Purchase Order ("Purchase Order Intellectual Property"). Seller shall disclose to Buyer all Purchase Order Intellectual Property. If not expressly required to be delivered in the Purchase Order, Seller shall deliver to Buyer all Purchase Order Intellectual Property upon written request from Buyer. Seller hereby irrevocably assigns and promises to assign to Buyer all right, title and interest to all Purchase Order Intellectual Property. Seller agrees to do all things reasonably necessary to enable Buyer to secure and perfect Buyer's Purchase Order Intellectual Property rights, including, without limitation, executing specific assignments of title in Purchase Order Intellectual Property by Seller to Buyer and cooperating with Buyer at Buyer's expense to defend and enforce Buyer's rights in any such Purchase Order Intellectual Property. All Purchase Order Intellectual Property shall be considered Buyer's Proprietary Information (defined hereinafter). Seller agrees that, for any works of authorship created by Seller or any employees or any others used by Seller in the

course of the Purchase Order, those works that come under one of the categories of "Works Made for Hire" in 17 U.S.C. §101 shall be considered "Works Made for Hire." For any works of authorship that do not come under such categories, Seller, warranting that it has the right to do so, hereby assigns and promises to assign all right, title, and interest to any copyright in such works to Buyer and will execute, or cause to be executed at Buyer's expense, any documents required to establish Buyer's ownership of such copyright.

16. Infringement Warranty. Except to the extent that the Goods are made to Buyer's design or specifications and Buyer's design or specification is the cause of the infringement, Seller represents and warrants to the Buyer Warrantees that all Goods, including all repaired, replacement and re-performed Goods, and the process or processes of manufacture of all Goods will not: (a) infringe any patent, copyright, or trademark rights; (b) unlawfully disclose, use or misappropriate any trade secret rights; or (c) violate any other third party intellectual property rights. If an injunction or restraining order is issued, or if Buyer is otherwise unable to use any Goods, Seller will, at its risk and expense, (w) obtain for Buyer the right to continue using or possessing Goods, (x) modify Goods to cure any infringement, unlawfulness or violation; provided such modification does not adversely affect Buyer's use of Goods or (y) replace Goods with a substantially similar item which is free of any infringement, unlawfulness or violation. The foregoing will be in addition to any indemnification obligation of Seller under the Purchase Order.

17. Indemnification. Seller will, at its expense, indemnify, defend and hold Buyer and each of its parent companies, subsidiaries and affiliates and its and their respective officers, directors, employees, agents, personnel, customers and end users (collectively, "Buyer Indemnitees") harmless, from any and all loss, damage, liability, demand, claim, cost or expense, including attorneys' fees, and the cost of settlement, judgment or verdict incurred by or demanded from any of the Buyer Indemnitees arising out of, resulting from or in consequence of Seller's negligence, willful misconduct or breach of the terms of the Purchase Order, including breach of any of Seller's warranties. In no event will Seller enter into any settlement without Buyer's prior

written consent.

18. Insurance. Seller, at its expense, agrees to secure and carry as a minimum the following insurance with respect to all Goods to be produced and Services to be performed under the Purchase Order for the duration of the Purchase Order: (i) Workers' Compensation Insurance, inclusive of an alternate employer endorsement, in an amount sufficient by virtue of the laws of the U.S., foreign country, state, or other governmental subdivision in which the work or any portion of the work is performed and Employer's Liability Insurance in the minimum amount of \$1,000,000 for any one occurrence; (ii) Commercial General Liability Insurance including Premises Liability and Contractual Liability, in which the limit of liability for property damage and bodily injuries, including accidental death, shall be at a minimum, a combined single limit of \$5,000,000 for any one occurrence; (iii) if Seller's vehicles are used on Buyer's premises and/or used to accomplish work under the Purchase Order or otherwise on behalf of Buyer, Automobile Liability Insurance in which the limit of liability for property damage and bodily injuries, including accidental death, shall be a combined single limit of \$2,000,000 for any one occurrence; (iv) if Seller or its subcontractors have Buyer's materials or equipment in its care, custody or control, Seller shall have and maintain All-Risk Property Insurance in an amount sufficient to meet or exceed the value of such material; (v) if Seller is performing professional services on behalf of Buyer, Seller shall maintain Professional Liability Insurance with a limit of no less than \$2,000,000; and (vi) if Seller is rendering computer, coding or information technology services and/or technology products on behalf of Buyer, Technology Errors and Omissions Liability Insurance with a limit of not less than \$2,000,000 per claim, which insurance shall include, at a minimum, coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render such services and products, computer or information technology services and technology products. The insurance coverages described above shall name Buyer as an additional insured, be in form satisfactory to Buyer, and shall contain a provision prohibiting cancellation or material change except upon at least 10 days' (7 days' in the case of War Risks Insurance) prior notice to Buyer. All such insurance policies will be primary in the event of a loss arising out of Seller's performance of work and shall provide that where there is more than one insured the policy will operate, except for the limits of

liability, as if there were a separate policy covering each insured and shall operate without right of contribution from any other insurance carrier by Buyer. If Buyer requests, Seller will provide to Buyer certificate(s) of insurance evidencing the coverage and limits required under this Section. In no event will the coverage or limits of any insurance required under this Section be deemed to limit or diminish Seller's obligations or liability to Buyer under the Purchase Order.

19. Termination for Convenience. Buyer may terminate the Purchase Order in whole or in part at any time for its sole convenience upon ten (10) days' prior written notice. If Buyer terminates for its convenience, Buyer's sole liability to Seller, and Seller's sole and exclusive remedy, is payment for (i) Goods received and accepted by Buyer before the date of termination, (ii) Goods ordered, but not received by Buyer before the date of termination, subject to Buyer's acceptance of such Goods, and (iii) Services actually completed through the effective date of the termination.

20. Termination for Cause. Either party may terminate the Purchase Order in whole or in part at any time for cause in the event the other party commits a material breach of any of its obligations, which the breaching party fails to cure within thirty (30) days after receiving written notice of such breach from the non-breaching party.

21. Work on Premises. If Seller's performance of Services or delivery or installation of Goods involves operations by its employees or subcontractors on Buyer's premises or the premises of a customer of Buyer, then (a) Seller shall at all times enforce strict discipline and maintain good order among all persons engaged in the activity on the premises and shall cause them to comply with all fire prevention, health, environmental and safety rules and regulations in force at the premises, (b) Seller shall comply with any special work conditions that are attached to the order, and (c) Seller's performance of the services shall not interfere with Buyer's use of the premises or pose any danger to Buyer's employees or invitees. Seller acknowledges that Buyer's premises or the premises of Buyer's customers may contain moving machinery, high pressure and high heat elements, and high levels of noise. Seller assumes the risk for itself and on behalf of its employees, or subcontractors or other representatives of entering such an environment and releases Buyer and each of its parent companies, subsidiaries and affiliates and its and their respective officers, directors, employees, agents, invitees, and licensees from any

claims, losses, expenses (including attorney's fees), interest, damages and liabilities suffered by Seller as a result of such visit.

22. Independent Contractors. The Purchase Order is not intended by the parties to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or formal business organization of any kind. Each party will act as an independent contractor, and neither will act as an agent of the other for any purpose. Neither party has the authority to assume or create any obligation, express or implied, on behalf of the other.

23. Notices. Any disclosures or notices required or permitted hereunder will be in writing and will be deemed effectively given upon receipt of such disclosures or notices by the receiving party. Such disclosure or notices will be given by personal delivery, certified mail with postage prepaid and return receipt requested, or prepaid delivery using a recognized private courier, to each party at its address set forth in the Purchase Order. Disclosures or notices given to Buyer will be copied to TekniPlex, Inc., 460 E. Swedesford Road, Suite 3000, Wayne, PA 19087, Attention: Legal Department.

24. Assignment. The Purchase Order may not be assigned (by operation of law or otherwise) or transferred, in whole or in part, by either party without the prior written consent of the other party; provided, however, that Buyer will be entitled to assign the Purchase Order, without the prior written consent of Seller, to any of its parent companies, subsidiaries or affiliates or to any successor to its business (or to the business unit within Buyer that is the primary user of purchased hereunder) pursuant to a merger, consolidation, sale of assets or otherwise, if such successor assumes Buyer's obligations hereunder. Except as specifically provided herein, the Purchase Order is not intended to and does not create any rights in favor of any person or entity not a party hereto.

25. Choice of Law. The Purchase Order, and all transactions hereunder, will be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, U.S.A. without regard to or application of its principles or laws regarding conflicts of laws, and excluding the United Nations Convention on Contracts for the International Sale of Goods.

26. Dispute Resolution. The federal or state courts in the Commonwealth of Pennsylvania,

U.S.A. will have exclusive jurisdiction to adjudicate any dispute arising out of or related to the Purchase Order. If Buyer and Seller mutually agree to participate in alternative dispute resolution, Seller agrees that all alternative dispute resolution proceedings shall take place in New York, New York.

27. LIMITATION OF DAMAGES. TIME PERIOD TO COMMENCE ACTION. BUYER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR ANY OTHER SPECIAL DAMAGES OF SELLER, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR SELLER'S ATTORNEY FEES. EXCEPT FOR ANY ACTION RELATED TO DISCREPANCIES IN AMOUNTS PAID OR DEDUCTED, WHICH ACTIONS MUST BE BROUGHT WITHIN 180 DAYS OF THE DATE OF SUCH PAYMENT OR DEDUCTION, ANY ACTION AGAINST BUYER ARISING OUT OF THE PURCHASE ORDER INCLUDING THESE STANDARD TERMS AND CONDITIONS MUST BE FILED WITHIN ONE (1) YEAR AFTER THE CLAIM ACCRUES.

28. Set Off. Buyer shall have the right to setoff any sums due to Seller under any Purchase Order against any sums due from Seller to Buyer for damages, refunds or otherwise, whether or not those sums are due to Buyer under that Purchase Order.

29. Rights and Remedies. All of Buyer's rights and remedies set forth in the Purchase Order are in addition to, and will in no way limit, any other rights and remedies that may be available to Buyer at law, in equity or otherwise.

30. Survival. All provisions of the Purchase Order which by their nature should apply beyond the term of the Purchase Order will remain in force after any termination or expiration of the Purchase Order, including those provisions addressing indemnification, insurance, warranty, confidentiality, records, audit, survival, choice of law and dispute resolution.

31. Records. Seller shall maintain complete and accurate records of all transactions and activities of Seller that relate to Seller's sales of goods and services under the Purchase Order and shall permit Buyer and its agents, upon reasonable prior notice, to enter Seller's premises during Seller's normal

business hours to inspect the facility and those records that are reasonably asked for and are reasonably available, to the extent that Buyer believes in good faith that an inspection and/or audit of the facility and/or records is necessary to determine whether Seller is complying or has complied with its obligations under the Purchase Order.

32. Compliance with Laws and Integrity.

Seller will comply with all applicable laws, rules, regulations, approvals and orders, including the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, the California Transparency in Supply Chains Act of 2010 and all import and export control laws and regulations, in performing the Purchase Order. Seller will maintain and comply with an integrity and compliance program effective in preventing and correcting ethical violations and in maintaining compliance with all applicable laws, rules, regulations, approvals and orders, including the U.S. Foreign Corrupt

Practices Act, the U.K. Bribery Act, the California Transparency in Supply Chains Act of 2010 and all import and export control laws and regulations. Seller acknowledges that Buyer has established a Supplier Code of Conduct that can be found at <http://www.tekni-plex.com/about/for-suppliers>.

Seller agrees to comply with the principles set forth in Tekni-Plex's Supplier Code of Conduct and to encourage its vendors and suppliers to comply.

33. Severability. If any term or provision of the Purchase Order will for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other term or provision hereof, and the Purchase Order will be interpreted and construed as if such term or provision, to the extent the same will have been held to be invalid, illegal or unenforceable, had never been contained herein.