

TEKNI-PLEX
STANDARD TERMS AND CONDITIONS OF SALE
标准销售条款和条件
EFFECTIVE JUNE 3, 2018
于 2018 年 5 月__日生效

These Standard Terms and Conditions of Sale (the "Agreement"), exclusively govern and contain all of the terms and conditions which apply to all sales of products by Tekni-Plex, Inc.'s direct or indirect subsidiaries in the PRC (each, as applicable, "Seller") to any buyer ("Buyer") of such products, except that this Agreement will not apply: (a) to Seller products which are sold pursuant to an authorized written agreement signed by Seller and Buyer which contains complete terms and conditions of sale, and expressly excludes all other, terms and conditions of sale; or (b) if and to the extent that an authorized Seller document in respect of specified products has been provided to Buyer, containing terms regarding pricing, payment, shipment, warranty, disclaimers, exclusions, limitations, or other particular terms which are different than this Agreement, then this Agreement and such terms together shall constitute the complete agreement of the parties and in the event of a conflict of terms and/or conditions between this Agreement and the Seller document, the terms and conditions of the Seller document shall control. "PRC" means the mainland China, which, for the purpose of the Terms and Conditions, does not include the Hong Kong Special Administrative Region, the Macau Special Administrative Region and Taiwan.

此交易标准条款与条件（“协议”），专门管辖并涵盖适用于 Tekni-Plex, Inc. 在中华人民共和国境内直接或间接分支机构（若适用，每一家公司均称为“卖方”）向任何买方（“买方”）出售所有产品的所有条款和条件，但此协议将不适用于：（a）根据包含交易完整条款和条件、明确排除所有其他交易条款和条件、由买卖双方签字的授权书面协议出售的卖方产品；或（b）若已向买方提供关于特定产品的授权卖方文件，且其中包含关于定价、支付、装运、保证、免责、排除、限制或其他与本协议不同的特别条款，则本协议与该等条款应构成双方的完整协议，并且若本协议与卖方文件的条款和条件存在任何冲突的，应以卖方文件的条款和条件为准。“中华人民共和国”指中国大陆，就本条款和条件而言，不包括香港特别行政区、澳门特别行政区和台湾。

Buyer agrees that any order for, acceptance of, or payment for Seller products shall each conclusively be deemed to constitute Buyer's acceptance of this Agreement. Each shipment of products by Seller shall be deemed a separate and independent transaction and no sale of products by Seller shall obligate Seller to continue the sale of products to Buyer. Seller may modify this Agreement at any time without notice, provided that no such modification shall apply in respect of any order for products which has been accepted by Seller, by issuing a written order acknowledgement or otherwise by shipment of the products.

买方同意，关于卖方产品的任何订购、验收或支付应各自终局地被视为构成买方对本协议的接受。卖方对产品的每一次装运应被视为单独和独立的交易，且卖方出售任何产品的情形不应强迫卖方继续向买方出售产品。卖方可不经通知随时修订本协议，但对于卖方已通过发出书面订单确认函接受或通过装运产品以其他方式接受的产品订单而言，不适用任何该等修订。

Buyer agrees that all Buyer requests for quotation, purchase orders, requests for shipment and all other Buyer terms, documents, or oral statements, and all prior performance, courses of dealing, and industry practices are excluded and shall not apply to the purchase of any Seller products or be used to waive, modify, vary, explain, or supplement all or any part of this Agreement and are hereby objected to and rejected by Seller.

买方同意，所有买方询价、订单、发货要求和所有其他买方条款、文件或口头陈述，以及所有先前履行、交易过程和行业实践，应予排除，并且不适用于购买任何卖方产品，或用于放弃、修订、变更、解释或补充本协议的所有或任何部分，并且卖方特此予以反对和拒绝。

1. Prices; Taxes.

1. 价格；税费。

1.1 Prices are subject to change at any time, except with respect to orders which have been accepted by Seller and outstanding quoted prices which shall be valid for the longer of 10 days or the period specified with the quote. All prices are based on the quantity indicated and are Ex Works ("EXW" - Incoterms 2010) Seller's facility. Any notice or instruction from the Buyer requesting a change in the quantity specifications, scope of work, or other terms, will not be effective unless accepted in writing by Seller, including appropriate adjustments to price, specifications, delivery date and other terms. Seller reserves the right to correct errors in pricing due to inaccurate or incomplete information, clerical mistakes or other causes.

1.1 价格可能随时变更，但卖方已经接受的订单及未付清的报价除外，未付清的报价将于 10 天或报价单所述期限（取两者间时间较长者）内有效。所有价格均以注明的数量为基础，指卖方设工厂交货价（“EXW”-《2010 年国际贸易术语解释通则》）。买方要求变更数量、规格、工作范围或其他条款的任何通知或指示，未经卖方书面同意，不得生效，包括关于价格、规格、交付日期和其他条款的适当调整。卖方保留更正因信息不准确或不完整、书写错误或其他原因而导致价格错误的权利。

1.2 Prices do not include any tax or other governmental charge or assessment on the sale, shipment, production, or use of any products or services. Buyer shall pay or reimburse Seller, on demand, for any and all taxes, or other governmental charges or assessments (other than taxes on or measured by Seller's income) which are based upon or measured by the sale, transportation, delivery, or use of the products or services under this Agreement. All drawbacks of duties paid on items used in the manufacture of the products delivered hereunder shall accrue to Seller, and Buyer agrees to furnish Seller with all documents and cooperation necessary to obtain payment of such drawbacks.

1.2 价格不包括任何税费或其他政府手续费或对任何产品或服务的交易、装运、生产或使用的评估费。经请求，买方应支付或补偿卖方任何及所有税费或基于本协议下产品或服务的交易、运输、交付或使用的其他政府手续费或评估费（卖

TEKNI-PLEX
STANDARD TERMS AND CONDITIONS OF SALE
标准销售条款和条件
EFFECTIVE JUNE 3, 2018
于 2018 年 5 月__日生效

方所得税除外)。关于本协议下交付产品制造中所使用物品的所有退税,应归属于卖方,且买方同意向卖方提供获得此类退税必要的所有文件和合作。

2. Payment.

2. 付款。

2.1 Subject to the approval of Seller's credit department, terms of payment shall be net 30 days from the date of Seller's invoice. Buyer shall make all payments in U.S. currency or RMB as instructed by Seller and in full without any discount, set off or other reductions.

2.1 受制于卖方信用部门的批准,支付期限为卖方发票日期起 30 天。买方应按卖方指示以美元或人民币的方式全款支付所有款项,不存在任何折扣、抵销或其他减免。

2.2 Invoices not paid in accordance with payment terms will be subject to carrying charges. Carrying charges shall accrue and be added to the unpaid balance in the amount of one and one-half percent (1½%) per month of any overdue unpaid balance, or the maximum-rate permitted by law, whichever is less. If payment is not made as provided herein, or if Buyer's financial responsibility becomes unsatisfactory to Seller, Seller may, at its option, (i) elect to withhold future deliveries of Product until such breach has been cured or Buyer's financial responsibility has been established to Seller's satisfaction, (ii) require payment in advance as to future deliveries, (iii) demand return of any Product or any invoice for which payment has not been made, or (iv) terminate the Agreement. Notwithstanding any provision in this Agreement, Seller shall have no obligation to pay any rebate, issue any credit or make any other payment of any kind to Buyer unless Buyer is fully in compliance with its payment and other obligations under the Agreement. In addition, in the event that Buyer fails to make any payment when due, Seller shall have the right to offset any and all outstanding payment obligations or other indebtedness of Buyer to Seller against any outstanding payment obligations. Buyer shall reimburse Seller for the cost of collection, including, without limitation, reasonable attorney's fees, of any overdue amount owed by Buyer.

2.2 未按照付款期限支付的发票应适用置存资产费。置存资产费应累积并添加至未付余款之中,每月按任何未付余款的百分之一点五(1½%)或法律允许的最大利率(取两者间最低者)收取。若未按本协议规定付款,或者若买方的支付能力不能使卖方满意,卖方可自行决定,(i)选择扣留未来交付的产品,直至买方付款或买方的支付能力能够使卖方满意,(ii)要求在未来交付前付款,(iii)要求退还任何未付款的产品或发票,或(iv)终止本协议。尽管本协议有任何规定,卖方无义务支付任何返利、允许任何赊购、或进行任何其他类型付款,除非买方完全遵守其于本协议下的支付和其他义务。另外,若买方未能支付任何到期款项,卖方应有权使用任何未清偿的支付义务冲抵买方对卖方的任何和所有未清偿的支付义务或其他欠款。买方应赔偿卖方因收集买方任何欠款而导致的费用,包括但不限于合理的律师费。

2.3 Discounts, rebates and similar items are allowed: (1) only on the sales value of products for which payment has actually been received by Seller within the applicable discount or rebate period; and (2) only if Buyer is in full compliance with all payment and other obligations under the Agreement. Transportation costs and other "add-on" charges are excluded from discount or rebate calculation. Buyer will not be allowed any discount, rebate or similar items on cancelled orders or returned products or while any past due invoice or other amounts owed to Seller remains unpaid. Any unearned discounts, rebates or similar items given by Seller will be repaid by Buyer on demand.

2.3 折扣、减免及类似项目在以下情形中允许:(1)仅在适用的折扣或返利期内,卖方实质收到产品销售额的付款;和(2)买方完全遵守本协议下的所有付款和其他义务。运输成本及其他“附加”手续费不计入折扣或返利之内。对于已取消的订单或已退还的产品,或存在任何到期未付发票或其他对卖方欠款的情况,买方不享受任何折扣、返利或类似项目。卖方给予的任何折扣、返利或类似项目,如被发现不符合要求的,买方将应要求予以退还。

3. Shipping; Delivery; Risk of Loss; Handling; Packaging.

3. 运输; 交付; 灭失风险; 处置; 包装。

3.1 Seller will use commercially reasonable efforts to make shipments on date(s) agreed by Seller. Unless expressly provided otherwise, or if delivery terms are ambiguous, delivery of products shall be EXW. Any delivery requirements in any purchase order or indicated elsewhere represent estimates only, and partial deliveries are permissible. Seller shall not be liable for any delay in performance or orders of contracts, or in the delivery or shipment of products, or for any damages suffered by Buyer by reason of such delay.

3.1 卖方将尽商业上的合理努力在卖方同意的日期装运。除另有明确规定外,或若交付条款模糊不清的,产品交付应为工厂交货。任何订单内或其他文件指示的任何交付要求,仅代表预估,并且允许部分交付。对于延迟履行或安排合同、或交付或装运产品,或因前述延误导致的买方任何损失,卖方概不负责。

3.2 All products shall be deemed to be delivered and title and risk of loss shall pass to Buyer at such time as the products are picked-up at Seller's facility. Buyer is free to arrange and pay for its own shipping and handling EXW Seller's facility. Buyer shall pay, and be exclusively liable for, all costs of shipping, handling, delivery, and any related insurance. All claims by Buyer for damage, loss or delays in transit shall be made by Buyer against the carrier, and Seller shall have no responsibility or obligations with respect to any such damage, loss, or delay. If Seller arranges transportation for Buyer, such arrangements shall be at Buyer's sole risk and expense, and transfer of title and risk of loss as specified above shall not be affected. Buyer shall pay any increase in transportation costs that are charged to Seller subsequent to its invoice to Buyer, including any fuel surcharges. From time to time, Seller may receive certain

TEKNI-PLEX
STANDARD TERMS AND CONDITIONS OF SALE
标准销售条款和条件
EFFECTIVE JUNE 3, 2018
于 2018 年 5 月__日生效

discounts and rebates from its freight carriers, which may be retained in whole or in part by Seller.

3.2 在卖方设施收取产品后，所有产品应被视为已交付，且所有权和灭失风险均将转移给买方。在卖方工厂交货后，买方可自行安排装运和处置，并支付其费用。买方应支付并单独承担所有装运、处置和任何相关保险的成本。买方对于损失、灭失或运输延误的所有索赔，应针对承运公司提出，并且卖方不对任何此类损失、灭失或延误承担任何责任或义务。若卖方为买方安排运输，此类安排的风险及费用概由买方承担，且不影响前述的所有权和灭失风险转移。买方收到发票后，应支付卖方被收取的任何运费涨价部分，包括任何燃油附加费。卖方可能会不时收到承运公司的特定折扣和返利，卖方可全部或部分保留。

3.3 Seller reserves the right to ship prior to the scheduled shipping date and to ship to and invoice Buyer for a quantity of products, which may vary up to 10 percent (10%) over or under the quantity requested by Buyer, and Buyer shall accept delivery and pay for such revised quantity.

3.3 卖方有权在预定装运日期之前装运，向买方运发送一定量的产品，数量可在买方所要求数量的上下 10% (10%) 之间浮动，并向买方开具发票，并且买方应接受此类经修订的数量，并为其付款。

3.4 All products will be packed for shipment in accordance with the written specifications for such products or with Seller's standard practices. All applicable demurrage or extra detention charges on such containers or equipment shall be for Buyer's account including demurrage which occurs on any leased track or railroad property track and any switching charges. Buyer is responsible to inspect such containers and equipment for damage caused by the carrier and to promptly notify carrier and Seller of any damages found.

3.4 所有产品的装运将按照此类产品的书面说明书或卖方的标准实践进行包装。关于此类集装箱或设备的所有适用滞期费或额外滞留费应由买方承担，包括租用任何轨道或铁轨导致的滞留费或任何转换费用。买方有责任检查承运公司对该等集装箱及设备造成的损坏，并在发现任何损坏后立即通知承运公司和卖方。

4. Termination.

4. 终止。

4.1 Either party may terminate this Agreement at any time in the event the other party commits a material default of any of its obligations, which the defaulting party fails to cure within sixty (60) days after receiving written notice of such default from the other party, or within five (5) days in the event Buyer fails to make any payments to Seller required hereunder.

4.1 若另一方实质性违反其任何义务，且违约方未能在收到一方关于该等违约的书面通知后六十 (60) 日内予以补

救，或违约方未能按照本协议向卖方付款，且在收到另一方书面通知后五 (5) 日内未予补救，该方可随时终止本协议。

4.2 If the Agreement is terminated for any reason, then Buyer shall be required to pay Seller for (i) products produced to date of termination, (ii) raw materials purchased for production, (iii) shipment of products to the extent paid by Seller, (iv) any outstanding mold and/or tooling costs, if applicable, and (v) any other amounts due and outstanding Seller and (vi) all other damages recoverable by Seller under applicable law.

4.2 若本协议因任何原因终止，则买方应向卖方支付：
(i) 终止日期前已经生产的产品；(ii) 为生产产品而购买的原材料；(iii) 卖方所支付的产品运输费；(iv) 任何未偿付的模具和/或工具成本，若适用，(v) 对卖方的任何其他到期未付款项；和 (vi) 卖方根据适用法律追偿的所有其他损害赔偿。

5. Ownership of Intellectual Property, Molds & Tooling.

5. 知识产权、模具和工具的所有权。

5.1 All materials, inventions, know-how, trademarks, information, data, writings and other property, in any form whatsoever, which is provided to Buyer by or on behalf of Seller or which is owned by Seller prior to its performance hereunder or which is developed by Seller during the Term, shall remain the property of Seller ("Seller Property"). Buyer shall acquire no right, title or interest in the Seller Property as a result of Seller's or Buyer's performance hereunder. The foregoing notwithstanding, any mold and/or tooling regardless of which party has paid for it, shall be Seller Property.

5.1 已经由卖方或其代表提供给买方的，或在履约前已由卖方所有的，或在此期间由卖方研发的所有材料、发明、诀窍、商标、信息、数据、作品和其他财产，无论何种形式，均属于卖方财产 ("卖方财产")。买方不应由于卖方或买方履行本协议而获得有关卖方财产的权利、所有权或权益。尽管有前述规定，任何模具和/或工具，无论由何方支付，均属于卖方财产。

6. Limited Warranties and Limitation on Liability.

6. 有限保证和责任限制。

6.1 Seller represents and warrants to Buyer that at the time of delivery (i) Seller will convey the products with good title, free from any lawful lien or encumbrance, (ii) the manufacturing process or processes for the products and the products will not infringe any valid United States patents, and (iii) the products materially conform to the written technical specifications for each such product (the "Product Warranty"). This limited Product Warranty extends only to Buyer and to no other person.

6.1 卖方陈述并向买方保证，在交付之时，(i) 卖方应送达具有有效所有权、不存在合法留置权或产权负担的产品，(ii) 产品制造流程或程序及产品没有侵犯任何有效的美国专利，且 (iii) 产品在实质上遵守每一类产品的书面技术规格

TEKNI-PLEX
STANDARD TERMS AND CONDITIONS OF SALE
标准销售条款和条件
EFFECTIVE JUNE 3, 2018
于 2018 年 5 月__日生效

（“产品保证”）。此有限产品保证仅适用于买方，而不适用于任何其他人士。

6.2 The limited Product Warranty does not cover and excludes, without limitation: (i) any failure, losses, damages, deficiencies, costs or expenses arising from or relating to any misuse (including use with incompatible materials, abnormal conditions of use, use for purposes not intended for the product, and use beyond the product's useful life), accident, abuse or neglect; normal wear and tear; improper storage, handling, installation, maintenance or application of the product or other materials or items used with the product; and any similar acts, events or circumstances; (ii) products made with materials or parts supplied by Buyer or manufactured to Buyer's specifications; (iii) products which have been altered, repaired, modified, or serviced by anyone other than Seller; (iv) products for which Buyer has not paid in full; (v) products which are sold as obsolete, off-spec, seconds or substandard, and (vi) any other claim or matter not within the scope of the limited Product Warranty.

6.2 此有限产品保证不包括并排除（不限于）：（i）因误用（包括使用不兼容材料、异常使用条件、未按产品用途使用和超出产品使用寿命）、事故、滥用或疏忽；正常损耗；不当保存、处置、安装、维护或应用产品或其他产品材料或物品；和类似行为、事件或情形而造成或与之有关的任何故障、损失、损害赔偿、缺陷、成本或费用；（ii）使用买方提供的材料或部件或者按照买方规格生产的产品；（iii）被除卖方以外任何第三方更改、维修、改进或保养过的产品；（iv）买方未全额付清的产品；（v）作为废弃物、不合格品、次品或二等品出售的产品；和（vi）此有限产品保证范围内不包含的任何其他索赔或事项。

6.3 Buyer agrees to promptly notify Tekni-Plex in writing of any third party patent infringement claim or suit against Buyer, which if taken as true would constitute a breach of Section 6.1(ii), within ten (10) business days of when any pleading, demand letter or other notice is served upon Buyer. Seller has the right, at its own expense, to assume responsibility for the defense and disposition of any such claim or suit with counsel designated by Seller. If Buyer separately engages counsel, a consultant or any other third party in connection with such claim or suit, Buyer shall be solely responsible for any fees and expenses of such persons. Seller will not be responsible for damages in respect of a breach of Section 6.1(ii) arising from the settlement of a claim or suit without the prior written consent of Seller. Buyer agrees to cooperate in a reasonable manner with Seller with respect to the defense and disposition of any third party patent infringement claim. Seller may, in its sole discretion and after providing reasonable notice, cease supplying the allegedly infringing product(s) and shall have no liability to Buyer for such cessation.

6.3 买方同意在收到任何诉状、起诉或其它通知后十（10）个工作日内，立即书面通知 Tekni-Plex 任何针对买方的第三方专利侵权索赔或诉讼，若被证实确有此事，则构成对第 6.1（ii）条的违约。卖方有权指定律师，承担抗辩及处置任何该等索赔或诉讼的责任，并支付相应费用。若买方针对此类

索赔或诉讼另行聘请律师、顾问或任何其他第三方，则买方应自行承担该等人士的相应费用。对于因未经卖方书面同意擅自和解索赔或诉讼而造成违反第 6.1（ii）条的损失，卖方概不负责。买方同意以合理方式配合卖方对任何第三方专利侵权索赔进行抗辩和处置。卖方可自行决定，并在提供合理通知后，停止提供被指控的侵权产品，就该等停止不对买方承担任何责任。

6.4 Since Seller has no control over Buyer's (or others') use, disposition, subsequent processing, admixing or reaction of any of the products with other products or materials, Buyer assumes the entire liability and responsibility therefor and agrees to protect, defend and hold harmless Tekni-Plex, Inc., its parent and affiliated companies, and any of its or their direct and indirect subsidiaries, employees, officers, and directors (collectively, the "Tekni-Plex Companies") from and against any and all claims, demands, causes of action, damages, losses, liabilities, costs, expenses (including reasonable attorney's fees), penalties and judgments (collectively "Claims") arising therefrom including, without limiting the generality of the foregoing, Claims associated with infringement of any third party's intellectual property rights or patents. Buyer acknowledges that Seller has no control over Buyer's use of the products and that Seller has made no warranties, guarantees, or assurances as to the results that may be obtained from the use of the products whether used singly or in combination with other items. Buyer acknowledges that all Seller products and services are sold with the understanding that it is the sole and exclusive responsibility of Buyer to determine the suitability of the products and services for Buyer's intended purposes.

6.4 由于卖方无法控制买方（或其他人）对任何产品与其他产品或材料的使用、处置、后续加工、混合或反应，买方承担因此产生的全部责任，并同意保护 Tekni-Plex, Inc.、其母公司和关联公司，及其任何直接或间接子公司、员工、高管和董事（统称“Tekni-Plex 公司”）不受因此造成的任何和所有索赔、诉求、诉讼、损害赔偿、损失、责任、成本、费用（包括合理的律师费）、罚款和判决（统称“索赔”），包括但不限于前述规定之一般性、与任何第三方知识产权或专利有关的侵权。买方承诺，卖方无法控制买方对产品的使用，并且卖方不保证、担保或确保将产品单独使用或与其他物品混合使用可能会出现后果。买方承诺购买所有卖方产品及服务时，其理解确定产品和服务是否符合买方预期目的是买方的单方责任。

6.5 Buyer acknowledges that, except as expressly provided in this Agreement, no representative of Seller is authorized to give or make any other representation or warranty or modify the above limited warranty in any way and that no Seller samples, tests, trials, data, catalogs, brochures or other publications and no statement, advice, recommendation, or instruction made or assistance given by Seller in connection with any products shall constitute a representation or warranty or a waiver or modification by Seller of this Agreement. Except for the above limited Product Warranty, Buyer assumes all risk and liability from Buyer's use of the products and acknowledges that it does not rely on, and waives any claim relating to, any such samples, tests, trials, data, catalogs,

TEKNI-PLEX
STANDARD TERMS AND CONDITIONS OF SALE
标准销售条款和条件
EFFECTIVE JUNE 3, 2018
于 2018 年 5 月__日生效

brochures, publications, statement, advice, recommendation, or instruction regarding the products given to Buyer by Seller.

6.5 买方承诺, 除本协议有明确规定外, 卖方的任何代表均无权以任何方式作为任何其他陈述或保证或修订上述有限保证, 且卖方的任何样品、测试、试验、数据、目录、手册或其他出版物, 或卖方关于任何产品所作的说明或协助, 均不应构成卖方关于本协议的陈述、保证、弃权或修订。除前述有限产品责任外, 买方承担买方使用产品而产生的所有风险和责任, 并承诺其不会依赖卖方向买方提供的任何此类样品、测试、试验、数据、目录、手册、出版物、声明、建议、推荐或说明, 并放弃与此有关的任何索赔。

6.6 Claims for defective or nonconforming Product shall be made to Seller as soon as practical after discovery, but in no event more than 6 months after the delivery date. In the event the Product is determined to be defective or non-conforming, Seller shall, at Seller's option, replace the rejected Product at no extra cost to Buyer or give Buyer a credit for the rejected Product, subject to Buyer: (i) promptly notifying Seller in writing that such products failed to conform to the limited warranty with a detailed explanation of the alleged non-conformities, (ii) if directed by Seller, returning such products or a sample of such products to Seller, and (iii) Seller's examination of such products establishing to Seller's satisfaction that such alleged nonconformity existed as of the date of shipment and did not result from causes excluded from the limited warranty. Any shipping charges on replaced Product shall be borne by Seller. In the event Seller accepts Product for return which is deemed to be conforming, then, in addition to any other rights Seller may have hereunder, at law or equity, Seller may charge Buyer a reasonable restocking charge.

6.6 关于瑕疵产品或不合格产品的索赔应于发现后尽快向卖方提出, 但在任何情况下不应迟于交付日期后 6 个月。若产品被确定为瑕疵产品或不合格产品, 卖方应自行决定为买方更换被拒产品, 或针对被拒产品向买方退款, 但买方需要: (i) 立即书面通知卖方此产品不符合有限保证, 并附上所称不合格产品的详细解释, (ii) 若卖方要求, 返还卖方有关此产品或此产品的样品, 和 (iii) 卖方需向买方提供对此产品的检查, 证明此产品可使卖方满意, 所称缺陷自装运日后出现, 并非源自有限责任以外的原因。有关更换产品所产生的任何运输费应由卖方承担。若卖方接受退回被视为不合格的产品, 则除卖方在本协议、普通法或衡平法下可能获得的任何其他权利外, 卖方可要求买方支付合理的退货费。

6.7 THE TOTAL LIABILITY OF THE TEKNI-PLEX COMPANIES, INCLUDING SELLER, AND THE EXCLUSIVE REMEDY OF BUYER FOR ANY CAUSE OF ACTION ARISING FROM THIS AGREEMENT, WHETHER BASED IN TORT, CONTRACT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY IS EXPRESSLY LIMITED TO REPLACEMENT OF THE NONCONFORMING PRODUCT OR PAYMENT IN AN AMOUNT NOT TO EXCEED THE PAID PURCHASE PRICE OF THE SPECIFIC PRODUCT FOR WHICH DAMAGES ARE CLAIMED, AT SELLER'S OPTION.

6.7 包括卖方在内的 TEKNI-PLEX 公司的全部责任, 以及买方对于因本协议产生任何诉讼的排他性救济, 无论基于侵权、合同、严格责任或任何其他法律理论, 均被明确限制为更换不合格产品或支付不超过被索赔损害赔偿的特定产品已付的购买价格, 由卖方自行酌情决定。

6.8 OTHER THAN THE PRODUCT WARRANTY, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCT, INCLUDING WITHOUT LIMITATION ANY REPRESENTATION OR WARRANTY WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS, OR OTHERWISE, AND WHETHER OR NOT SELLER'S PRODUCT IS SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE.

6.8 除产品保证外, 卖方并未明示或默示对产品进行任何陈述或保证, 包括但不限于有关适销性或用于特定目的的任何陈述或保证, 无论此目的或用途是否已经在规格、草图或其他文件内披露给卖方, 并且无论卖方产品是否按买方用途和目的特别设计和/或制造。

6.9 WITH REGARD TO ANY PROCESSING OF PRODUCT, BUYER ASSUMES FULL RESPONSIBILITY FOR QUALITY CONTROL, TESTING AND DETERMINATION OF SUITABILITY OF PRODUCT FOR ITS INTENDED APPLICATION OR USE.

6.9 关于任何产品加工, 买方承担有关质量控制、测试和确定产品是否适用于既定应用和用途的全部责任。

7. **Limitations on Remedies.**

7. **救济限制。**

7.1 IN NO EVENT WHATSOEVER SHALL SELLER OR ANY OF THE TEKNI-PLEX COMPANIES OR ANY OF ITS OR THEIR EMPLOYEES, AGENTS OR SUPPLIERS HAVE ANY LIABILITY, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, BREACH OF STATUTORY DUTY, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE, IN AN AMOUNT IN EXCESS OF THE AMOUNT ACTUALLY RECEIVED BY SELLER FROM BUYER AS PURCHASE PRICE FOR THE PRODUCTS OR SERVICES WHICH ARE THE SUBJECT OF A CLAIM OR SERIES OF RELATED CLAIMS. IN NO EVENT WHATSOEVER SHALL SELLER OR ANY OF ITS EMPLOYEES, AGENTS OR SUPPLIERS HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, STATUTORY, PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES ARISING FROM OR RELATING TO ANY INJURY TO PERSONS; LOSS OF VALUE OR USE (INCLUDING WITHOUT LIMITATION, DIMINUTION IN VALUE OR STIGMA DAMAGES); LOSS OF ANTICIPATED REVENUE OR PROFIT; COST OF CAPITAL; DAMAGE TO OR LOSS OF OTHER PROPERTY OR EQUIPMENT; CLAIMS MADE BY END-USERS; OR COST OF SUBSTITUTE SUPPLIES, FACILITIES OR SERVICES.

7.1 在任何情况下, 卖方或 TEKNI-PLEX 公司或其任何员工、代理或供应商, 对于超出卖方从买方处按照索赔或相关系

TEKNI-PLEX
STANDARD TERMS AND CONDITIONS OF SALE
标准销售条款和条件
EFFECTIVE JUNE 3, 2018
于 2018 年 5 月__日生效

列索赔标的的产品或服务购买价格实际收款金额部分，均不承担责任，无论是否基于违反合同、保证、违反法定义务、疏忽、侵权、严格责任或其他责任。在任何情况下，对于任何直接、间接、结果性、特殊、法定、惩罚性或惩戒性损害赔偿，包括但不限于因人身伤害；使用价值损失（包括但不限于价值降低或名誉损失）；预期收入或利润损失；终端用户索赔；或更换供应商、设施或服务成本而造成的或与之有关的任何损失，其任何员工、代理或供应商概不承担责任。

7.2 Any claim against Seller permitted under this Agreement (except for claims of non-conforming Product which are exclusively governed by Section 6.5 above) and not brought within 12 months after the delivery date shall be deemed waived by Buyer. Buyer agrees never to institute, file, initiate, prosecute or maintain any claim, demand, cause of action, action, suit, administrative or other proceeding (at law, in equity or otherwise), alleging any warranty or representation, or seeking any remedy, except for those warranties expressly provided in, or remedies permitted by, this Agreement.

7.2 本协议项下允许向卖方提出的任何索赔（除受前款第 6.5 条排他性管辖的不合格产品索赔外），若在 12 个月内未提出的，则应视为买方放弃索赔。买方同意不会提出、发起、提起、起诉或主张任何索赔、诉求、诉因、诉讼、讼案、行政或其他程序（普通法、衡平法或其他法律），主张任何保证或陈述、或寻找任何救济，但本协议明确规定的保证或允许的救济除外。

8. Indemnification.

8. 赔偿。

8.1 Buyer agrees to indemnify, hold harmless and defend the Tekni-Plex Companies from and against any and all claims (whether based on contract, tort, strict liability or otherwise), judgments, liabilities, damages, losses, expenses and costs (including, but not limited to, court costs and attorneys' fees) incurred or suffered by Seller, which relate to or arise out of (i) Buyer's or Buyer's Buyer use, handling, installation, sale, distribution or disposal of the products, or (ii) Buyer's breach of any representation, warranty or obligation hereunder. Buyer shall defend any such matter with counsel reasonably acceptable to Seller and shall not settle any such matter except with the consent of Seller which consent shall not be unnecessarily withheld. If Buyer fails to promptly and diligently investigate and defend or settle any claim, then Seller shall have the right, at Buyer's cost, expense and risk, from that time forward to have sole control of the defense of the claim and the terms of any settlement or compromise.

8.1 买方同意赔偿、保护并使 Tekni-Plex 公司免受卖方因 (i) 买方或买方的买方使用、处理、安装、销售、分配或处置产品，或 (ii) 买方违反本协议下任何陈述、保证或义务，而招致或导致的或与之有关的任何和所有索赔（无论基于合同、侵权、严格责任或其他）、判决、责任、损害赔偿、损失、费用和成本（包括但不限于诉讼费用和律师费）。买方应雇用经卖方合理接受的律师对任何该等事件进行抗辩，并且在未经

卖方同意前不应和解任何该等事件，卖方不得无故拒绝同意。若买方未能及时、勤勉地调查和保护或和解任何索赔，则卖方应有权自此后，保留对索赔抗辩和任何和解或妥协期限的唯一控制权，成本、费用和和风险应由买方承担。

9. Force Majeure.

9. 不可抗力。

9.1 Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement, and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of acts of God; acts of the public enemy; insurrections; riots; acts of government; pandemic and/or epidemic and any labor or staffing issues related to or resulting therefrom; embargoes; labor disputes, including strikes, lockouts, job actions or boycotts; fires; explosions; floods; shortages of material or energy; labor shortages, difficulty or increased expense in obtaining workmen, materials or transport or other circumstances affecting the supply of goods or of raw materials therefor by Seller's normal source of supply or the manufacture of goods by normal means or the delivery of goods by Seller's normal route or means of delivery; or other unforeseeable causes beyond the reasonable control and without the fault or negligence of the party so affected. The party so affected shall give prompt notice to the other party of such cause, and shall take whatever reasonable steps are necessary to relieve the effect of such cause as rapidly as possible. If Seller's performance is suspended in whole or in part for more than thirty (30) days due to a Force Majeure event, Buyer shall be entitled to arrange alternate sources of supply for a corresponding portion of its needs until Seller is able to resume normal production and delivery schedules.

9.1 本协议任一方对履行任何责任或义务的延迟（除付款外）不应视为违反本协议，并且履约所需的时间应按此延迟期限相应予以延长，但前提是此类延迟是因天灾、公敌行为、叛乱、暴动、政府管制、大流行病和/或传染病以及导致的人员配备问题、禁运、包括罢工、停工、临时性罢工示威或联合抵制等劳动纠纷、火灾、爆炸、洪灾、材料或能源短缺、劳动力短缺、工人/物资/物流获取困难或成本增加，或其他导致卖方不能以正常供应链、正常生产运营、正常交付手段和途径提供材料或产品，或其它超出合理控制的不可预见的事由造成的，且受影响一方不存在过错或过失。受影响一方应立即通知另一方此类原因，并应尽快采取任何合理的必要步骤，减轻该等事由的影响。若卖方由于不可抗力事件暂停全部或部分履约的时间超过三十（30）日，则买方应有权为其相应需求部分安排替代货源，直到卖方能够恢复正常生产和交付计划。

10. Confidential Information.

10. 保密信息。

10.1 Buyer shall hold in confidence any Seller proprietary and/or confidential commercial or technical information and shall protect any such information from any disclosure to others and

TEKNI-PLEX
STANDARD TERMS AND CONDITIONS OF SALE
标准销售条款和条件
EFFECTIVE JUNE 3, 2018
于 2018 年 5 月__日生效

shall not use such information other than in connection with the sale of products and services by Seller to Buyer. Upon request of Seller or termination of sales to Buyer, all such information in whatever form shall be returned to Seller immediately without retaining any copies thereof. The above is in addition to all other obligations set forth in any confidentiality or similar agreement entered into between the parties.

10.1 买方应对任何卖方专有和/或保密商业或技术信息保密，应保护任何此类信息，不得向任何其他人士披露，并且不应将此信息用于卖方向买方销售产品和服务外的其他用途。应卖方要求，或向买方销售终止后，所有此类信息，无论何种形式，均应立即返还卖方，不得保留任何副件。前述义务附加于双方间签署的任何保密或类似协议所载的所有其它义务。

11. 管辖法律。

11. Governing Law.

11.1 (1) If both Buyer and Seller are entities registered in the PRC, this Agreement shall be construed and interpreted in accordance with the laws of the PRC 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; or (2) If Buyer is not an entity registered in the PRC, this Agreement shall be construed and interpreted in accordance with the laws of the State of Delaware 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.

11.1 (1) 若买卖双方是在中华人民共和国境内注册的实体，则本协议将按照中华人民共和国法律解释或释义，不考虑或适用关于法律冲突的原则或法律，并排除《联合国国际货物销售合同公约》，或 (2) 若卖方并非是在中华人民共和国境内注册的实体，则本协议将按照特拉华州法律解释或释义，不考虑或适用关于法律冲突的原则或法律，并排除《联合国国际货物销售合同公约》。

12. Dispute Resolution.

12. 争议解决。

12.1 If both Buyer and Seller are entities registered in the PRC, any controversy or claim out of or relating to this agreement, or the breach thereof, shall be resolved by the following procedure: (i) officers of Seller and Buyer, in each case with final decision making authority, shall discuss and negotiate in good faith a solution acceptable to both parties, and (ii) if after negotiating in good faith pursuant to the foregoing clause, the parties fail to reach agreement within thirty (30) days (or such longer period as the parties may agree), then such dispute shall be settled by arbitration administered by the China International Economic and Trade Arbitration Commission (CIETAC) Shanghai Sub-Commission in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Notwithstanding anything contained in this section to the

contrary, Seller shall have the right to institute judicial proceedings against Buyer or anyone acting by, through or under Buyer as necessary to prevent imminent and irreparable harm to Seller's interests.

12.1 若买卖双方是在中华人民共和国境内注册的实体，则有关本协议或违反本协议而产生或与之有关的任何争议，应按照下述流程予以解决：(i) 在每种情况下，由买卖双方有最终决策权的高管进行友好协商，商定一个双方可以接受的解决方案，和(ii) 若按前款友好协商后，双方未能在三十(30)天(或双方可能同意的更长时间)内达成协议，则此争议应由中国国际经济和贸易仲裁委员会(CIETAC)上海分会按照CIETAC在仲裁申请时生效的仲裁规则予以解决，并且仲裁员作出的裁决可并入任何对其有管辖权的法院。尽管本条有任何相反规定，卖方应有权针对买方或买方任何代表提起必要的司法程序，以避免对卖方利益造成不可修复的直接损害。

12.2 If Buyer is not an entity registered in the PRC, any controversy or claim out of or relating to this agreement, or the breach thereof, shall be resolved by the following procedure: (i) officers of Seller and Buyer, in each case with final decision making authority, shall discuss and negotiate in good faith a solution acceptable to both parties, and (ii) if after negotiating in good faith pursuant to the foregoing clause, the parties fail to reach agreement within thirty (30) days (or such longer period as the parties may agree), then such dispute shall be settled by arbitration administered by the International Centre for Dispute Resolution (ICDR) in accordance with its International Arbitration Rules. The number of arbitrators shall be three. The place of the arbitration shall be New York, New York, the United States of America. The language of the arbitration shall be English. Notwithstanding anything contained in this section to the contrary, Seller shall have the right to institute judicial proceedings against Buyer or anyone acting by, through or under Buyer as necessary to prevent imminent and irreparable harm to Seller's interests.

12.2 若买方不是在中华人民共和国境内注册的实体，则有关本协议或违反本协议而产生或与之有关的任何争议，应按照下述流程予以解决：(i) 在各种情况下，由买卖双方有最终决策权的高管进行友好协商，商定一个双方可以接受的解决方案，和(ii) 若按前款友好协商后，双方未能在三十(30)天(或双方可能同意的更长时间)内达成协议，则此争议应由国际争议解决中心(ICDR)按照其仲裁规则予以仲裁解决。仲裁员人数为三人。仲裁地点应为美国纽约州纽约市。仲裁语言应为英语。尽管本条有任何相反规定，卖方应有权针对买方或买方任何代表提起必要的司法程序，以避免对卖方利益造成不可修复的直接损害。

13. Compliance with Laws, Codes and Standards.

13. 遵守法律、守则和标准。

Buyer shall comply with laws applicable to the application, operation, use and disposal of the Products. Seller's obligations are conditioned upon Buyer's compliance with all U.S. and other applicable trade control laws and regulations. Buyer shall not transship, reexport, divert or direct the products other than in and

TEKNI-PLEX
STANDARD TERMS AND CONDITIONS OF SALE
标准销售条款和条件
EFFECTIVE JUNE 3, 2018
于 2018 年 5 月__日生效

to the ultimate country of destination declared by Buyer and specified as the country of ultimate destination on Seller's invoice. Buyer acknowledges that Seller's products are subject to U.S. export controls and economic sanctions laws and regulations, including, but not limited to, the Export Administration Regulations and regulations administered by the U.S. Department of the Treasury's Office of Foreign Assets Control. Diversion contrary to U.S. law is prohibited, and it is the sole responsibility of the Buyer to apply for and obtain any necessary licenses or other authorizations prior to any direct or indirect export, reexport, import, or transfer of Seller's products, including to another end user or for another end use.

买方应遵守适用于产品适用、操作、使用和处置的相关法律。买方的义务取决于买方是否遵守所有美国和其他适用贸易控制法律和法规。买方不应转运、再出口、转移或指示商品至买方宣布的最终目的国和卖方发票所载最终目的国以外的国家。买方承诺，卖方产品遵守美国出口控制和经济制裁法律和法规，包括但不限于出口管理条例和美国财政部海外资产控制办公室的规定。违反美国法律的转移受到禁止，并且在直接或间接向其他终端用户出口、再出口、进口或转让任何卖方产品或将其用于其他最终用途之前，申请和获得任何必要许可或其他授权是买方的单方责任。

14. General Provisions.

14. 一般规定。

14.1 Entire Agreement /Modification /Waiver. This Agreement constitutes the entire agreement between the parties. This Agreement supersedes all written or oral prior agreements or understandings with respect thereto. This Agreement 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 paragraph. 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. The exercise of any right or remedy provided in this Agreement shall be without prejudice to the right to exercise any other right or remedy provided by law or equity, except as expressly limited in this Agreement. This Agreement shall survive any completion of the sale of or any cancellation or termination of any order of products.

14.1 完整协议/修改/弃权。本协议构成双方之间的完整协议。本协议代替所有书面或口头先前协议或协定。除非各方签署书面文件，否则本协议不得修改或修订。含有印刷版签名和/或印刷版签字栏的电子邮件通信不构成本条所述的书面文件。除非宣称弃权的一方代表书面签署，否则不得把作为或不行使权利推定为任何弃权，且任何弃权均无效力。行使本协议所载的任何权利或救济，不应影响其行使普通法或衡平法上规定的任何其他权利或救济，但本协议明确限制的除外。在完成任何销售或撤销或终止任何产品订单后，本协议应继续生效。

14.2 Severability. This Agreement is subject to the restrictions, limitations, terms and conditions of all applicable laws and governmental regulations, approvals and clearances. If any term or provision of this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other term or provision hereof, and this Agreement shall be interpreted and construed as if such term or provision, to the extent the same shall have been held to be invalid, illegal or unenforceable, had never been contained herein.

14.2 可分割性。本协议受制于所有适用法律和政府规章、批准和许可的限制、制约、条款和条件。若本协议的任何条款和条件，出于任何理由在任何方面被判定为无效、非法或不可执行，则该等无效、非法或不可执行的情形不影响任何本协议其他条款或条件，并且在此条款和条件被判定为无效、非法或不可执行的范围内，本协议将被解释为不包含该等条款或条件。

14.3 Notices. All notices, demands and other communications which may or are required to be given to or made by either party to the other in connection with this Agreement shall be in writing (including fax or other similar writing) and shall be deemed to have been duly given or made (i) if sent by certified mail, return receipt requested, five days after the posting thereof with first class postage attached, (ii) if sent by hand or overnight delivery, upon the delivery thereof, and (iii) if sent by fax, upon confirmation of receipt of such fax, in each case addressed to the business unit president and principal place of business of each party or to such other address as either party hereto may specify from time to time by notice to the other party.

14.3 通知。任一方可能或必需向另一方出具或发布的有关此协议的所有通知、诉求和其他通讯应由书面作出（包括传真或其他类似书面形式），并在下列情形下视为正式作出：
(i) 若以要求回执的挂号信寄出，附一类邮件邮资，则为邮递后五日，(ii) 若亲手或隔夜送达，则为送达之时，和 (iii) 若通过传真发送，则为收到此类传真收到确认之时，每种情况均递送至各方业务部门主要营业地点，或本协议各方可能不时通过通知另一方所明确的其他地点。

14.4 Assignment; Parties in Interest. This Agreement 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 Seller shall be entitled to assign this Agreement, without the prior written consent of Buyer, to an affiliate, any direct or indirect subsidiary, or to any successor which succeeds as a going concern to the business unit manufacturing and supplying the Product hereunder pursuant to a merger, consolidation or sale of all or substantially all of its assets, if such successor assumes Seller's obligations hereunder. Except as specifically provided herein, this Agreement is not intended to and does not create any rights in favor of any person or entity not a party hereto.

14.4 转让；各方利益。未经另一方事先书面同意，任一方不得（通过法律或其它）全部或部分转让或转移本协议；

TEKNI-PLEX
STANDARD TERMS AND CONDITIONS OF SALE
标准销售条款和条件
EFFECTIVE JUNE 3, 2018
于 2018 年 5 月__日生效

但卖方将有权向其关联公司、任何直接或间接子公司或因兼并、合并、买卖所有或大部分资产，继续经营业务部门的任何继受者转让本协议，如果此继受者承担本文件下的卖方义务的话，无需买方事先书面同意。除本文件明确规定外，本协议不旨在且创设有利于并非作为本文件一方的任何个人或实体的任何权利。

14.5 **No Agency.** The relationship between Buyer and Seller under this Agreement is that of buyer and seller, and Buyer shall have no right and shall not attempt to enter into contracts or commitments in the name of or on behalf of Seller or to bind Seller in any respect whatsoever. Nothing herein shall be construed to make Buyer the joint venturer, partner, agent, servant, franchisee or employee of Seller, and Buyer shall not have the power to bind or obligate Seller.

14.5 **无代理。** 买卖双方间于本协议下的关系应是买方和卖方的关系，且买方无权且不应试图以卖方名义或代表卖方签订合同或承诺，或在其他任何方面约束卖方。本协议任何内容不应解释为促使买方成为卖方的合资企业、合伙人、代理人、仆人、特许经营人或员工，并且买方无权约束或强迫卖方。

14.6 **标题。** 本协议条款标题仅供查阅之便，不构成本协议关于解释和释义其任何条款的部分。

14.6 **Headings.** The Paragraph headings of this Agreement are inserted for convenience only and shall not constitute a part of this Agreement in construing or interpreting any provision hereof.