



TOP SEALS GMBH
PURCHASE ORDER TERMS AND CONDITIONS
(Effective Date: November 30, 2018)

In these Purchase Order Terms and Conditions: (a) **“Buyer”** means Top Seals GmbH; (b) **“Seller”** means the seller named in the purchase order; (c) **“Goods”** and **“Services”** mean the products and/or services being purchased from Seller as described in the purchase order; (d) **“Terms and Conditions”** means these Purchase Order Terms and Conditions; (e) **“Purchase Order”** means the purchase order and these Terms and Conditions collectively and (f) **“Purchase Agreement”** means the agreement concluded between Buyer and Seller upon acceptance of the Purchase Order.

These Terms and Conditions are incorporated in and made a part of each Purchase Order issued by Buyer. These Terms and Conditions shall exclusively govern the entire legal relationship of Buyer and Seller. Seller accepts these Terms and Conditions as binding upon acceptance of Buyer’s Purchase Order or, at the latest, upon delivery of the Goods or provision of the Services. These Terms and Conditions shall also apply to all future transactions with Seller.

1. Conclusion of Purchase Agreement; Acceptance.

- 1.1. Buyer’s Purchase Orders are not binding unless made in writing. Verbal Purchase Orders or Purchase Orders placed by telephone are not binding and require a written confirmation in order to become binding. Amendments to and changes of the Purchase Orders or any supplements hereto shall not be binding until made in writing.
- 1.2. The Purchase Order is accepted, upon the earlier of: (a) Seller’s return of an acknowledgment of the Purchase Order or (b) Seller’s commencement of performance.
- 1.3. Seller is obliged to declare in writing within five (5) days from the date of receipt of the Purchase Order whether he accepts the Purchase Order placed by Buyer.
- 1.4. An order confirmation that deviates from the Purchase Order constitutes a counter-proposal and shall be binding only if accepted by Buyer in writing. Under no circumstances shall silence on

the part of Buyer be deemed as acceptance of an order confirmation that deviates from the original Purchase Order.

- 1.5. 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, conflicting, deviating or supplementary terms (including any of the Seller's terms and conditions of quotation, acceptance or supply) or attempted exclusions or modifications by way of any document, proposal, course of performance or otherwise will be effective against Buyer, even if Buyer does not expressly object to them or if Seller indicates that he is only willing to deliver in accordance with his own terms and conditions of quotation, acceptance and supply in the absence of the express written consent of Buyer. 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.

2. Entire Agreement; Amendments and Waiver.

- If there is a written agreement between Buyer and Seller related to the subject matter of the Purchase Agreement addressing the terms set forth in these Terms and Conditions, then, to the extent such agreement deviates from these Terms and Conditions, that agreement shall prevail over the Terms and Conditions in respect of the purchase and sale of the Goods and Services set forth on the relevant Purchase Agreement. If not, or if these Terms and Conditions are attached to and/or expressly referenced in such agreement (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 in full to the purchase and sale of the Goods and Services set forth in the Purchase Agreement.
- 2.2. Except as set forth above in this Section 2, these Terms and Conditions and any exhibits or

attached thereto shall supersede all written or oral prior agreements or understandings with respect thereto. The Purchase 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 Section 2. 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.

3. Request of Changes to Goods or Services.

- 3.1. Buyer may, by written notification, request 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 such changes.
- 3.2. If any change causes an increase or decrease in the cost of, or the time required for, performing the Purchase Agreement, an equitable adjustment shall be made in the Purchase Price as defined under Section 7.1 below, delivery dates or both, and the Purchase Agreement will be modified in writing by the parties accordingly. Notwithstanding any disagreement between the parties regarding the impact of a change, Seller shall proceed diligently with its performance under the Purchase Agreement as modified pending resolution of the disagreement.

4. Delivery.

- 4.1. Time is of the essence with respect to fulfillment of the Purchase Agreement. Seller shall deliver Goods and/or provide the Services on the dates and in the quantities specified in the Purchase Agreement. Partial deliveries shall not be permitted unless Buyer has given its express consent.
- 4.2. Unless otherwise agreed, delivery of the Goods shall be DDP (Incoterms 2010) to the ship-to address designated in the Purchase Agreement. Seller will preserve, pack, package and handle Goods ordered by Buyer so as to protect Goods from loss or damage.
- 4.3. All items shall be properly marked according to (i) applicable rules, and (ii) Buyer's instructions.
- 4.4. Unless otherwise agreed, Goods shall be unloaded at the Seller's risk and expense. If Buyer so requests, Seller shall take back all packaging

materials after delivery at no cost to Buyer at any time or, in the event of recurrent deliveries, at the time of the subsequent delivery.

- 4.5. 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.
- 4.6. In the event of any delay in delivery of more than five (5) days, Buyer may claim liquidated damages from Seller in an amount of 0.2% of the value of the relevant Purchase Agreement per day of delay up to a maximum of 5% of the value of the relevant Purchase Agreement, provided that Seller is responsible for the delay. Any further claims of Buyer due to delay of delivery shall remain unaffected. The aforementioned liquidated damages shall be set off against any further claims for damages of Buyer.
- 4.7. No change in the scheduled delivery date or performance shall be permitted, unless Buyer has otherwise agreed in writing.
- 4.8. Title to Goods will pass to Buyer in accordance with the passage of the risk according to the agreed upon Incoterm. If no Incoterm has been agreed upon, then title and risk of loss to Goods will pass to Buyer upon its receipt at the designated ship-to address, unless the parties have agreed otherwise.

5. Continuity of Supply.

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

6. Design and Process Changes.

Seller will make no changes to the design, materials, manufacturing location, or processes specified in the Purchase Agreement or any documents referenced in the Purchase Agreement, or if none, those in place when the Purchase Order is issued, without the prior written approval of an authorized Buyer procurement representative. Changes to a process include, but are not limited to, changes to the production process, changes in manufacturing equipment, or changes between a manual and automated process. This requirement applies whether or not the change affects costs and regardless of the type of change, including product improvements.

7. Pricing of the Goods.

7.1. Pricing for Goods is set forth in the Purchase Agreement (“**Purchase Price**”).

7.2. The Purchase Price 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 Agreement, (c) all customs duties, fees or charges, and (d) any other costs and expenses, such as, e.g., costs of inspection, testing, certification, loading, unloading and insurance. Sales and use taxes, if any, will be separately stated in Seller’s invoices unless Buyer has indicated in the Purchase Agreement that Goods ordered is exempt from such taxes.

7.3. The Purchase Price shall be 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.

8. Invoicing.

8.1. 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 Agreement, and Buyer will pay invoices as agreed in the Purchase Agreement.

8.2. If the parties did not agree on a date for payment, then Buyer shall pay invoices within thirty (30) days after the date it receives Seller’s invoice.

8.3. 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.

9. Confidential Information.

9.1. Seller will keep confidential the terms of the Purchase Agreement 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.

9.2. The confidentiality obligation in this Section 9 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.

9.3. The confidentiality obligation in this Section 9 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.

10. Records and Audit.

For at least five (5) years from the date of last delivery, Seller shall (a) maintain records, documentation and other information suitable to reflect Seller’s compliance with the Purchase Agreement and (b) provide Buyer and its representatives and auditors upon reasonable prior notice access to such records, documentation and other information as necessary to audit Seller’s compliance with the Purchase Agreement.

11. Inspection.

Upon Buyer's request, Seller shall 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 reasonable 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.

12. Acceptance of Goods; Buyer's Rights in case of Defects

12.1. All Goods ordered and shipped hereunder are subject to acceptance by Buyer at the ship-to

address designated in the Purchase Agreement.

12.2. Buyer shall inspect the Goods received without undue delay upon receipt to the extent this is reasonable within the scope of the ordinary course of business, and shall notify Seller without undue delay about any defects discovered. If a defect is discovered at a later time (hidden defect), notice thereof must be given immediately upon discovery of the defect.

12.3. Payment for Goods and Services will not constitute an acceptance of the delivered Goods and/or provided Services.

12.4. Acceptance of any Goods will not preclude a subsequent claim with respect to the Goods.

12.5. Goods: Seller warrants that upon passing of the risk to Buyer 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.

12.6. If the Goods are defective, Buyer may, at its sole option require Seller to correct any defective Goods by repair, replacement or re-performance, at Seller's risk and expense ("**Subsequent Performance**"), within a grace period set by Buyer of fourteen (14) calendar days after the request of Buyer, and upon unsuccessful expiration of the grace period (a) return any defective Goods to Seller, at Seller's risk and expense, and recover from Seller the purchase price for the defective Goods, or (b) utilize any defective Goods and require an appropriate reduction in the Purchase Price for the defective Goods. Any further rights of Buyer due to defective Goods shall remain unaffected.

12.7. Upon delivery of repaired, replacement or re-performed Goods, Buyer will inspect such Goods and accept or reject these in accordance with this Section 12.

12.8. Services: Seller warrants that any Services, including installation, design and engineering services provided pursuant to the Purchase Agreement will (a) 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 Agreement.

12.9. Seller shall re-perform any defective Services. Any further rights of Buyer due to defective Services shall remain unaffected.

12.10. In addition to Buyer's rights due to defects of delivered Goods and/or provided Services stated in this Section 12, Buyer may remedy the defect of the Goods or perform the Services itself at Seller's expense if, for particular reasons of urgency (e.g. if Buyer might suffer damages that are particularly high compared to the costs remedying the defects), Buyer is not in the position (i) to notify Seller of the defect and the imminent damages and (ii) to grant him a time limit for subsequent performance without occurrence of the damage.

12.11. Unless otherwise agreed, the statute of limitations for Buyer's rights in case of defects under this Section 12 shall be three years. If Buyer has notified Seller of the defect in due time, the statute of limitations for claims based on defects is suspended until Seller has finally rejected responsibility for the defect or has declared that the defect has been remedied. If Seller recognizes his obligation for Subsequent Performance, the Subsequent Performance shall trigger the commencement of a new statute of limitation period. In the event the defect is remedied the new statute of limitations shall only apply to the remedied defect. If replacement Goods are delivered or the Seller re-performs Services, the statute of limitations shall apply to the entire replacement or re-performance.

13. Ability to enter into Purchase Agreements.

Seller shall ensure that it has the right, authority, experience and ability to enter into the Purchase Agreement and to perform its obligations hereunder, and that such performance will not violate any other agreement or understanding by which Seller is bound.

14. Intellectual Property.

Seller grants to Buyer all intellectual property rights

(in particular trademarks, patents, utility models, designs and copyrights) necessary or useful for the use, distribution, resale and advertisement of the Goods and Services.

15. Infringement Warranty.

15.1. 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 warrants 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.

15.2. 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, (a) obtain for Buyer the right to continue using or possessing Goods, (b) modify Goods to cure any infringement, unlawfulness or violation; provided such modification does not adversely affect Buyer's use of Goods or (c) replace Goods with a substantially similar item which is free of any infringement, unlawfulness or violation.

15.3. The foregoing will be in addition to any indemnification obligation of Seller under the Purchase Agreement.

16. Indemnification.

Seller shall, 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 Agreement, including breach of any of Seller's warranties. In no event will Seller enter into any settlement without Buyer's prior written consent.

17. Insurance.

17.1. Seller shall, at its expense, 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 Agreement for the duration of the Purchase Agreement: (a) Workers' Compensation Insurance and Employer's Liability Insurance in an amount sufficient by virtue of the laws of the country, state, or other governmental subdivision in which the work or any portion of the work is performed; (b) 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 EUR 5,000,000 for any one occurrence; (c) if Seller's vehicles are used on Buyer's premises and/or used to accomplish work under the Purchase Agreement 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 EUR 2,000,000 for any one occurrence; (d) 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; (e) if Seller is performing professional services on behalf of Buyer, Seller shall maintain Professional Liability Insurance with a limit of no less than EUR 2,000,000; and (f) 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 EUR 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.

17.2. The insurance coverages described above shall be in form satisfactory to Buyer, and shall contain a provision prohibiting cancellation or material change except upon at least ten (10) days' (seven (7) days' in the case of War Risks Insurance) prior notice to Buyer.

17.3. 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.

17.4. In no event shall the coverage or limits of any insurance required under this Section limit or diminish Seller's obligations or liability to Buyer under the Purchase Agreement.

18. Termination for Convenience.

18.1. If and to the extent a Purchase Agreement is subject to termination (*Kündigung*), including but not limited to Purchase Agreements with continuous obligations (*Dauerschuldverhältnisse*) or for Services, Buyer may terminate the Purchase Agreement in whole or in part at any time for its sole convenience upon ten (10) days' prior written notice.

18.2. 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.

19. Termination for Cause.

19.1. If and to the extent a Purchase Agreement is subject to termination (*Kündigung*) including but not limited to Purchase Agreements with continuous obligations (*Dauerschuldverhältnisse*) or for Services, either party may terminate the Purchase Agreement in whole or in part at any time for cause, with immediate effect, without any prior intervention of a court or arbitral tribunal being required, 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.

19.2. Notwithstanding the foregoing, Seller may not terminate the Purchase Agreement in case of a breach or an alleged breach by Buyer of its payment obligations, unless if the following conditions are cumulatively met: (a) Buyer has not paid the Seller's invoice(s) on the relevant due date, (b) the invoice(s) in question have not been disputed by Buyer for justified reasons and (c) Buyer fails to pay the invoice(s) within a grace period of fourteen (14) days from Buyer's receipt

of a payment reminder notice sent by Seller on or after the relevant due date.

20. 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.

21. Independent Contractors.

21.1. The Purchase Agreement 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.

21.2. 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. Buyer will under no circumstances whatsoever be entitled to exercise directly or indirectly Seller's employer's authority over the service providers that will be assigned to render the Services on behalf of the Seller.

22. Notices.

Any disclosures or notices required or permitted hereunder will be in writing and are 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 Agreement. Disclosures or notices given to Buyer will be copied to Tekni-Plex, Inc., 460 E Swedesford Road, Suite 3000, Wayne, PA 19087 USA Attn : General Counsel.

23. Assignment.

23.1. The Purchase Agreement, including all rights and claims arising hereunder may be assigned or transferred, in whole or in part, by either party only with the prior written consent of the other party. Section 354a German Commercial Code (*Handelsgesetzbuch*, "HGB") shall remain unaffected hereby.

23.2. The Buyer may assign the Purchase Agreement, including all rights and claims arising hereunder, 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, split, consolidation, sale or contribution of business unit, generality or assets or otherwise, if such successor assumes Buyer's obligations hereunder.

23.3. Unless otherwise agreed, the Purchase Agreement is not intended to and does not create any rights in favor of any person or entity not a party hereto.

24. Choice of Law.

All issues, questions and disputes concerning the conclusion, validity, interpretation, enforcement, performance and termination of the Purchase Agreement, and all matters of extra-contractual and/or tort liability, if any, arising out of or in relation with the Purchase Agreement, shall be governed by and construed in accordance with German law, without the application of the UN Convention on Contracts for the International Sale of Goods (1980) ("Vienna Convention").

25. Dispute Resolution.

Any dispute arising between the Parties arising out of or in connection with the Purchase Agreement and/or any contractual or non-contractual (including pre-contractual) matters in connection with its conclusion, validity, interpretation, enforcement, performance and termination will be submitted to the exclusive jurisdiction of the courts

of Hamburg/Germany. Buyer shall be entitled, however, to sue Seller at any other court having statutory jurisdiction.

26. Limitation of Liability.

26.1. The Buyer's obligation to pay damages shall be limited as follows: For damages caused by a breach of a material contractual obligation, the Buyer shall only be liable up to the amount of the typically foreseeable damage at the time of entering into the Purchase Agreement; the Buyer shall not be liable for damages caused by a breach of a non-material contractual obligation.

26.2. The limitation of liability as set out above under Section 26.1 shall not apply to damages caused intentionally or by gross negligence, culpably caused personal injuries nor to any liability under the German Product Liability Act and in case of any further mandatory liability. Furthermore, it shall not apply if and to the extent the Buyer has assumed a guaranty.

26.3. The Seller shall take all reasonable measures necessary to avert and reduce damages.

27. Product Liability, Product Recall

27.1. To the extent Seller bears responsibility for a product defect whose cause lies within his sphere of control and organization, he shall be obliged to indemnify Buyer upon first demand against all damage claims of third parties. Seller shall reimburse all of Buyer's necessary expenses in connection with these claims.

27.2. If Buyer is obliged to conduct a recall due to Goods being defective, Seller shall bear all necessary expenses in connection with this recall to the extent such expenses stem from the Goods being defective.

28. Set Off.

Buyer may setoff any sums due to Seller by Buyer against any sums due from Seller to Buyer for damages, refunds or otherwise, regardless of the place of payment or currency.

29. Rights and Remedies.

All of Buyer's rights and remedies set forth in the Purchase Agreement 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 Agreement which by their nature should apply beyond the term of the

Purchase Agreement will remain in force after any termination or expiration of the Purchase Agreement, 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 Agreement 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 Agreement.

32. Compliance with Laws and Integrity.

32.1. Seller shall comply with all applicable laws, rules, regulations, approvals and orders, including the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and all import and export control laws and regulations, in performing the Purchase Agreement.

32.2. Seller shall 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, and all import and export control laws and regulations.

32.3. Buyer's Supplier Code of Conduct that can be found at <http://www.tekni-plex.com/about/suppliers> shall be applicable. Seller shall comply with the principles set forth in Buyer's Supplier Code of Conduct and to encourage its vendors and suppliers to comply.

33. Severability.

If any term or provision of the Purchase Agreement including these Terms and Conditions 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 Agreement including these Terms and Conditions 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.