

1. Applicability

All sales and contracts for sale of all products ("Products") by any entity (in)directly controlled by Avery Dennison Corporation ("Seller") are subject to Purchaser's consent and agreement to these General Terms and Conditions of Sale ("the Conditions") and Seller's order confirmation form issued to Purchaser. Seller hereby objects to any terms or conditions contained in any purchase order or other communication of any kind from the Purchaser that is conflicting, inconsistent or additional to the Conditions. No waiver, alteration, addition or modification of the Conditions shall be valid unless made in writing and signed by an authorized representative of Seller; otherwise, no employee or agent of Seller has authority to alter the terms and conditions herein. The Conditions constitute the entire agreement between the parties, and supersede all prior or contemporaneous oral or written understandings, negotiations, warranties, or agreements of any kind. In the case of a conflict between the Conditions and a written contract signed by both parties, the following order of precedence shall apply: (1) a fully executed contract between the parties such as a Supply Agreement (and/or rebate agreement); and (2) the Conditions. The Seller reserves the right to modify the Conditions unilaterally.

These Conditions also include the Avery Dennison Code of Conduct accessible at www.averydennison.com

2. Technical Information and Samples

All statements, technical information and recommendations concerning the Products sold or samples provided by Seller are based upon tests believed to be reliable, but do not constitute a guarantee or warranty. It is the sole responsibility of Purchaser to independently determine, prior to use, that Products are suitable for the purposes of Purchaser.

3. Delivery

3.1 Delivery is subject to the Incoterms of the International Chamber of Commerce which are in force at the relevant dispatch date. Unless a specific other Incoterm and destination is agreed, deliveries with a final destination within the European Union ("EU") are based on Delivered At Place ("DAP") to final EU destination. Deliveries with a final destination outside the EU (exports) are based on Ex-Works Seller designated sites, or if so explicitly agreed otherwise, Free Carrier ("FCA") to agreed EU border destination.

3.2 All delivery dates mentioned in any quotation or order confirmation or other media are approximations only and do not represent any binding obligation of Seller towards Purchaser.

4. Variations

Slight variations in quality, quantity, format, color, hardness and/or satin finish shall not constitute grounds for rejection of the Products. The Customer Care Centre of Seller shall assess whether a delivery differs beyond the limits set out in the Customer Product Specifications (CPS) and Seller's General Service Policy.

5. Packaging Charges

5.1 The Products shall be packed and labeled as per the standard requirements for the transport mode. Any charges applicable for packaging will be made at Seller's rates current at the time of dispatch. In case Orders require overseas delivery Seller shall charge to Buyer the cost of any special packaging required together with all freight, insurance and other charges incurred by Seller.

5.2 Seller may use returnable (rotables) pallets owned by Seller, which will always remain the property of Seller, and shall be returned or collected in accordance with the instructions of Seller.

6. Quotations

6.1 A quotation by Seller does not constitute a fixed offer. Seller explicitly reserves the right to withdraw or amend a quotation at any time prior to Seller's confirmation of an order by Purchaser.

6.2 Where Seller makes an offer, Seller may, unless stated otherwise in writing, revoke the offer until ten (10) days have elapsed following the day on which Seller received Purchaser's acceptance of that offer.

7. Prices

7.1 All prices are excluding VAT and other taxes, duties and/or charges, unless explicitly otherwise agreed upon in writing. Said taxes, duties and/or charges shall be for the account of Purchaser.

7.2 If Seller uses list prices for the Products sold, the prices payable for the Products shall be Seller's list prices valid at the time of dispatch.

7.3 Seller shall have the right at any time to revise list prices and/or agreed upon prices to take account of inflation and increases in costs, including but not limited to costs of acquisition of any Products or materials, carriage, labor or other overheads, the increase or imposition of any tax, duty and/or other levy and/or any variation in exchange rates.

8. Terms of Payment

8.1 Unless otherwise expressly agreed in writing by the Parties, payment of invoices shall be (i) in the invoiced currency, (ii) into the bank account specified on the invoice and (iii) within thirty (30) days from the date of invoice without any setoff or discount being applied.

8.2 Seller shall at all times have the right to demand advance payment or cash payment upon delivery of the Products or to demand security to be provided in a form approved by Seller's authorized representative to ensure that the purchase price of the Products is paid.

8.3 If Purchaser does not comply with its obligations under these Conditions, including but not limited to the timely payment of the purchase price, it shall promptly be deemed to be legally in default, without any notice and without legal action being required. In that case: (i) Seller shall be entitled to suspend its obligations under these Conditions including but not limited to suspending the supply of Products without relieving Purchaser from its obligations and (ii) all amounts and interests payable by Purchaser shall become immediately due to Seller.

8.4 Any extension of credit allowed to Purchaser may be changed or withdrawn at any time.

8.5 In the event of late payment by Purchaser, Seller has the right to charge interest of one and a half per cent (1,5%) per month or, if higher, the statutory interest under the applicable law over the outstanding amount; part of a month will be deemed to be a month. All costs, judicial and extra-judicial, incurred by Seller with respect to the breach of any obligation on the part of Purchaser are for the account of Purchaser. The extra-judicial costs will be minimum ten per cent (10%) of any outstanding amount.

8.6 Seller may always at its sole discretion and without any notice being applicable, set-off any amount and/or charge due by Purchaser with any amount payable by Seller to Purchaser.

9. Retention of Title

9.1 Notwithstanding delivery and passing of the risk under the relevant Incoterms, the ownership of the Products shall be retained by Seller and shall only be transferred to Purchaser when Purchaser has fully complied with all of its obligations contained in or arising from these Conditions and any sales agreement between Seller and Purchaser including payment.

9.2 If Purchaser is in default in complying with any obligations arising from these Conditions and/or any sales agreement between Seller and Purchaser, Seller shall have the right at all times to obtain possession of the Products in which title has been reserved, wherever they are located, without prejudice to Seller's right to compensation from Purchaser in connection with Purchaser's default.

10. Warranty

10.1 Seller warrants for the period stated in clause 10.2 below, that the Products meet Seller's specifications. Seller gives no other express or implied guarantees or warranties with respect to the Products, including, but not limited to, any implied warranties of merchantability, fitness for any particular use and/or non infringement. This warranty may be asserted by Purchaser only and not by Purchaser's customers or users of Purchaser's Products.

10.2 The period of warranty is one (1) year from the date of shipment unless expressly provided otherwise in the product data sheet.

10.3 Immediately upon delivery, Purchaser's quality controller shall inspect the Products for quality and quantity. The check shall be based on transport documents and/or specifications applicable to the Products. Complaints in respect of quantity and/or visual defects to the Products shall be reported to Seller within 48 hours after delivery. Purchaser shall note the defects on the relevant transport documents and shall keep the defective Products as proof. Only if Seller so requests, shall Purchaser return the defective Products to Seller in their original packaging.

10.4 Complaints in respect of non-visual defects to the Products shall be reported to Seller immediately after occurrence. Purchaser shall give immediate notice of such complaint to the claim handling department of Seller.

10.5 Any cause of action for Product defects or otherwise which Purchaser may have shall be barred after the lapse of (I) the period referred to in clause 10.3 and/or (II) the warranty period referred to in clause 10.2 above.

10.6 Should any failure to conform to Seller's warranty appear within the period referred to in clause 10.2 above, Purchaser's sole and exclusive remedy shall be, at Seller's option, either crediting, in whole or in part, the Purchaser with the purchase price of the affected Products, or replacing the affected Products or any affected part or parts thereof.

11. Liability

11.1 Subject to any limitations or exclusions imposed by mandatory applicable law and subject to clause 11.3 below, Seller's aggregate liability to Purchaser, whether for negligence, breach of contract, misrepresentation or otherwise, shall in no circumstances exceed the price of the defective, non-conforming, damaged or undelivered Products which give rise to such liability as determined by net price invoices to Purchaser in respect of any occurrence or series of occurrences.

11.2 If this Agreement is governed by German law, the following clause shall apply instead of clause 11.1: in the case of an infringement of a fundamental contractual obligation (being an obligation which must be fulfilled to enable due performance of the contract and on the fulfillment of which the Purchaser generally relies and may rely) arising as a result of Seller's slight negligence, Seller shall only be liable for typical, foreseeable, damage. In case of infringement of a non-fundamental contractual obligation, Seller shall not be liable for any damage. However, nothing in these terms and conditions shall exclude or limit Seller's liability where the Seller has guaranteed the quality of the Products, or for willful breach of law or contract, gross negligence, fraud, claims pursuant to the German Product Liability Act, or injuries to life, body or health due to Seller's negligence.

11.3 In no circumstances shall Seller be liable to Purchaser for any indirect, incidental or consequential loss, damage or injury, including without limitation, loss of anticipated profits, goodwill, reputation, or losses or expense resulting from third party claims.

12. Force Majeure

Neither Party shall be liable for its failure to perform any of its obligations hereunder during any period in which such performance is delayed or made impossible by force majeure included but not limited to fire, flood, war, mechanical breakdown, failures of carriers, embargo, riot, labor unrest (including but not limited to strike, go-slow, work to rule), the intervention of any governmental authority, or any causes or contingencies beyond a Party's reasonable control, provided that the Party who cannot perform as a result of such force majeure notifies the other Party of the delay and the reasons thereof.

13. Confidentiality

Purchaser shall not disclose to any third party confidential information received from Seller in connection with the sale and/or sales related agreement, such as the price agreed between the Parties, and shall use this information exclusively in fulfilling its obligations and commitments towards Seller, except as required by law or with written approval of Seller.

14. Assignment

None of the rights or obligations of Purchaser under the sale and/or sales related agreement may be assigned or transferred in whole or in part without the prior written consent of Seller.

15. Waiver

No waiver by Seller of any of the provisions of the Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from these Conditions or any sale related agreement may be construed as a waiver thereof.

16. No Third Party Beneficiaries

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy.

17. Severability

Each paragraph and provision hereof is severable and if any provision is held invalid or unenforceable the remainder shall nevertheless remain in full force and effect.

18. Export Compliance-Anti-Bribery

18.1 Purchaser shall adhere to the relevant European Union and U.S.A. Laws and Regulations on export and shall not export or re-export any of Seller's and/or its affiliates' technical data or Products purchased or received under any agreement or the direct product of such technical data to any country to which export or re-export is forbidden by the European Union and/or the U.S.A.

18.2 Purchaser shall comply with the provisions of any applicable anti-bribery laws including the "Foreign Corrupt Practices Act" ("FCPA") of the United States of America and the OECD Convention on Combating Bribery of Foreign Public Officials ("OECD").

19. Governing Law/Competent Court

19.1 All orders and sale agreements between Seller and Purchaser shall be governed by and construed and interpreted in accordance with the laws of the country of Seller's registered seat. The provisions of the United Nations Convention on Contracts for the International Sale of Products ("the Vienna Convention") shall not apply.

19.2 Any disputes arising out of or in connection with any order or sale agreement between Seller and Purchaser shall be brought before the competent courts of Seller's registered seat. Notwithstanding the foregoing sentence, Seller, at its discretion, may opt to bring any such dispute before or file any claim at the competent courts of the country of Purchaser's residence under the laws applicable to that country.

20. Governing Language

These Conditions are written and governed by the English language version. Any other language version of these Conditions is for convenience and translation purposes only.