

Stokvis Tapes Ltd
Terms and Conditions of Purchase
UNITED KINGDOM

1. Acceptance. Those terms are binding between STOKVIS TAPES LTD, and the company selling products (“Products”) or services (“Services”) to STOKVIS TAPES LTD (referred to as “Seller”). These terms and conditions of purchase (“Terms”), any STOKVIS TAPES LTD purchase order (“Order”) and all documents incorporated by specific reference herein (“STOKVIS TAPES LTD Documents,” together with these Terms, the “Agreement”), constitute the complete terms governing the purchase of Products and Services. STOKVIS TAPES LTD HEREBY REJECTS ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS PROPOSED BY SELLER, WHETHER CONTAINED IN ANY FORMS OR ON SELLER’S WEBSITE, AND ANY SUCH ADDITIONAL OR DIFFERENT TERMS WILL BE OF NO EFFECT. No site usage agreement or any other click through agreement on a website will have any binding effect whether or not an authorised representative of STOKVIS TAPES LTD clicks on an “ok,” “I accept,” or any similar acknowledgment. Delivery of a purchase order acknowledgment by Seller, commencement of any work by Seller or Seller’s shipment of the Products will manifest Seller’s assent to the Agreement. Additional or different terms may be specified in the body of an STOKVIS TAPES LTD Document or agreed to in writing by the parties. In the event of a conflict, the following order of precedence will apply: (a) terms agreed to in writing and executed by an authorized representative of STOKVIS TAPES LTD; (b) STOKVIS TAPES LTD Document terms; (c) these Terms.

2. Affiliates. STOKVIS TAPES LTD shall have no liability for purchases by its Affiliates, nor will STOKVIS TAPES LTD be regarded as a guarantor under the Agreement. Seller waives any right to assert liens, claims or security interests against STOKVIS TAPES LTD or any other Affiliate for the obligations of another Affiliate. However, for the purposes of calculating volume discounts or rebates, if any, purchases made by Affiliates will count towards STOKVIS TAPES LTD’s aggregate purchases.

3. Invoicing, Pricing and Payment Terms. All prices are firm and shall not be subject to change. Prices are complete and no additional charges may be added without STOKVIS TAPES LTD’s written consent. Such charges include all labour, supervision, materials, overhead and other costs associated with the manufacture, sale and delivery of the Products and Services, including all excise, value added, sales and use taxes. STOKVIS TAPES LTD shall pay for all Products purchased hereunder within 60 days after receipt of an undisputed invoice. All invoices for the Products must reference the Order number, amendment or release number, STOKVIS TAPES LTD’s part number, Seller’s part number where applicable, quantity of pieces in the shipment, number of cartons or containers in the shipment, bill of lading number, and other information required by STOKVIS TAPES LTD. If Seller breaches any provision of the Agreement, or if any person or entity asserts a claim or lien against STOKVIS TAPES LTD relating to Seller’s breach, STOKVIS TAPES LTD may withhold from any payments due or to become due to Seller an amount sufficient to protect STOKVIS TAPES LTD from all claims, losses, damages and expenses. Seller warrants that the prices charged for the Products or Services or similar products or services are the lowest prices charged by Seller to any other customer under similar conditions. If Seller charges any other customer a lower price for such similar products or services, Seller must notify STOKVIS TAPES LTD and apply that price to the Products and Services ordered hereunder.

4. Forecasts and Product Shortages. Any forecast provided by STOKVIS TAPES LTD is non-binding and not a commitment by STOKVIS TAPES LTD to purchase such quantities of the Products. Seller shall promptly notify STOKVIS TAPES LTD of any Product shortages or any pending disputes or litigation which may jeopardize Seller’s ability to perform under the Agreement.

5. Cancellation or Modification. STOKVIS TAPES LTD may cancel any Order, in whole or in part, by providing Seller written or electronic notice of cancellation: (a) with respect to Products that have not been custom designed to STOKVIS TAPES LTD’s proprietary specifications, at any time prior to Seller’s shipment of such Products without further obligation or liability to Seller; or (b) with respect to Services, at any time prior to completion and STOKVIS TAPES LTD will only be liable either (i) for the Services actually performed up to the date of termination or (ii) if payment of fees is dependent upon delivery of deliverables, for the conforming deliverables actually delivered up to the date of termination. STOKVIS TAPES LTD may make changes in specifications, materials, packaging, method of transportation and time and place of delivery at any time by notifying Seller. Seller must give STOKVIS TAPES LTD prompt notice if the changes affect the price or delivery schedule. If STOKVIS TAPES LTD proceeds with the changes, the parties will negotiate an adjustment to the price or delivery schedule consistent with the Agreement. Seller will make no changes to the Product, including the specifications, design, materials, manufacturing location, or processes, without STOKVIS TAPES LTD’s prior written consent.

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6. Delivery. Incoterms 2010 will apply to all shipments except those entirely in the USA. Unless otherwise indicated on the Order, all Products shall be delivered CIP STOKVIS TAPES LTD's designated delivery point (Incoterms 2010). Seller shall use the carrier designated by STOKVIS TAPES LTD and ship and mark the packaging in accordance with the carrier's or STOKVIS TAPES LTD's instructions. Title and risk of loss for the Products shall transfer to STOKVIS TAPES LTD upon delivery and acceptance of the Products at the named place of delivery in accordance with the applicable Order. If, in order to comply with STOKVIS TAPES LTD's required delivery date, it becomes necessary for Seller to ship by a more expensive way than specified in an Order, any increased transportation costs shall be paid for by Seller, unless the necessity for such rerouting or expedited handling was caused solely by STOKVIS TAPES LTD. If delivery of Products is not or will not be completed by the date indicated on the Order, STOKVIS TAPES LTD may cancel the Order by notice effective when received by Seller, purchase substitute Products elsewhere, and charge Seller for any loss incurred. 100% on-time delivery is required. If Seller fails to deliver the Products by the delivery date, the purchase price may be reduced by an amount equal to 1% of the original price for each business day that the failure continues. . STOKVIS TAPES LTD is not obligated to accept early deliveries, late deliveries, partial deliveries or excess deliveries.

7. Packaging; Marking; Shipping. Seller will: (a) properly pack, mark, and ship Supplies according to the requirements of STOKVIS TAPES LTD, the involved carriers and the country of destination; (b) route the shipments according to STOKVIS TAPES LTD's instructions; (c) label or tag each package according to STOKVIS TAPES LTD's instructions; (d) provide papers with each shipment showing the Order number, amendment or release number, STOKVIS TAPES LTD's part number, Seller's part number (where applicable), number of pieces in the shipment, number of containers in the shipment, Seller's name and number, and the bill of lading number; and (e) promptly forward the original bill of lading or other shipment receipt for each shipment according to STOKVIS TAPES LTD's instructions and carrier requirements. Seller will provide all special handling instructions that are needed to advise carriers, STOKVIS TAPES LTD, and their employees how to take appropriate measures while handling, transporting, processing, using or disposing of the Supplies, containers, and packing.

8. Inspection / Non-Conforming Shipments. Payment for Products delivered hereunder or acceptance of delivery will not constitute acceptance by STOKVIS TAPES LTD of such Products. STOKVIS TAPES LTD may inspect 100% or a sample of Products, at STOKVIS TAPES LTD's option, and may reject all or any portion of a shipment if STOKVIS TAPES LTD determines a Product to be defective or nonconforming. Products rejected and Products supplied in excess of quantities called for under an Order may be returned to Seller at Seller's expense. STOKVIS TAPES LTD will not be required to make any payment for such Products.

9. Warranty. Seller warrants that all Products shall: (a) conform to all STOKVIS TAPES LTD specifications; (b) conform to any sample or model; (c) be free from defects in design, workmanship and materials; (d) be new and free from liens or encumbrances; (e) be adequately packaged, marked, and labelled in accordance with STOKVIS TAPES LTD's requirements and all applicable laws; (f) be merchantable and fit for the intended purpose, and (g) not infringe on the Intellectual Property (as defined below) of any third party. Inspection, testing, acceptance or use of the Products will not affect Seller's obligations under this warranty. Seller's warranty will run to STOKVIS TAPES LTD, its successors, assigns and customers and users of the Products. With respect to Services, Seller warrants that (a) it will perform Services in a timely, competent and professional manner and in accordance with industry standards; (b) its employees and agents providing Services will have the proper skill, training and background so as to be able to perform the Services in a competent and professional manner, and where applicable, shall be certified, licensed or otherwise authorised as necessary to perform the Services; (c) the Services and any deliverables shall conform to any applicable specifications or statement of work.

10. Remedies. If the Products do not comply with the Product warranty (such Products referred to as "Nonconforming Products"), Seller shall, at STOKVIS TAPES LTD's sole discretion, promptly repair or replace any Nonconforming Products free of charge or grant STOKVIS TAPES LTD a credit or full refund in an amount equal to the purchase price of the Products. Seller is responsible for all costs incurred by STOKVIS TAPES LTD in connection with the nonconformity, including costs associated with the unpacking, sorting, examining, repacking and reshipping. Seller shall pay for all recall costs arising out of or in connection with the Nonconforming Products. If Seller is unable to remedy such nonconformity within STOKVIS TAPES LTD's required time frame, STOKVIS TAPES LTD may take steps to remedy the nonconformity, and in such case, Seller shall reimburse STOKVIS TAPES LTD for any costs incurred by STOKVIS TAPES LTD.

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11. Limitation of Liability. STOKVIS TAPES LTD SHALL NOT BE LIABLE, AND SELLER WAIVES ALL CLAIMS AGAINST STOKVIS TAPES LTD, FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, DOWN TIME, LOST PROFITS OR COMMERCIAL LOSSES, WHETHER OR NOT BASED UPON STOKVIS TAPES LTD'S NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY IN TORT AND/OR ANY OTHER CAUSE OF ACTION. STOKVIS TAPES LTD'S LIABILITY IN CONNECTION WITH THE AGREEMENT OR THE PURCHASE OF PRODUCTS OR SERVICES SHALL NOT EXCEED THE PURCHASE PRICE OF THE SPECIFIC PRODUCTS OR SERVICES FOR WHICH THE CLAIM IS MADE.

12. Ownership of Intellectual Property. All rights to and in any and all intellectual property existing prior to the date of the Order and embodied in the Products designed and/or manufactured by Seller shall remain the sole and exclusive property of Seller, including but not limited to rights to the inventions, improvements, U.S., foreign and international design and utility patent registrations and applications (including all reissues, divisions, continuations, continuations-in-part, extensions of any patent or patent application and priority rights attached to any patent or patent application), industrial designs and applications for registration of industrial designs, trademarks and service marks, copyright rights and trade secrets ("Intellectual Property"). The specifications and all other materials and information provided to Seller by STOKVIS TAPES LTD shall remain the exclusive property of STOKVIS TAPES LTD. Seller acknowledges that STOKVIS TAPES LTD and its suppliers own all rights in STOKVIS TAPES LTD's names, trademarks and service marks and agrees that Seller has no right and will not use such names or marks in any manner. Seller hereby grants to STOKVIS TAPES LTD all right, title and interest in and to any and all Intellectual Property and other materials, ideas, inventions, methods, processes, data, databases and other information (hereafter "Intellectual Property and other Materials") created, produced or composed by Seller or any of Seller's representatives, suppliers, or affiliates specifically for STOKVIS TAPES LTD in the course of or pursuant to the performance of work under the Order and any similar previous oral or written agreements with STOKVIS TAPES LTD. Seller agrees that such Intellectual Property and other Materials are "works made for hire" under applicable copyright laws ("Work Product"), and as such, STOKVIS TAPES LTD is considered the author of such works. To the extent any such works are not considered "works made for hire," Seller hereby waives any rights under the U.S. Copyright Act, 17 U.S.C. § 101, et seq., to terminate this transfer, as well as any Moral rights that may exist in the work, including but not limited to the right of attribution and the right of integrity. STOKVIS TAPES LTD grants to Seller the right to use the Intellectual Property and other Materials and the Work Product solely for the purposes of performing under the Order. With respect to the Moral rights: (i) the Seller shall, despite the transfer referred to in the present Article 12, not exercise any of its rights, title and interests involved, including but not limited to, any Moral rights, in a manner that directly or indirectly harm the commercial interests of the Purchaser; (ii) the Seller confirms that with regard to Moral rights of the Creators, all Creators that created Intellectual Property and other Materials for Seller expressly waive, have waived and agree to waive their paternity right. In any case, the Creators will refrain to exercise their Moral rights, in a manner that directly or indirectly harm the commercial interests of STOKVIS TAPES LTD. Regarding the right of integrity, the Creators shall only be able to oppose modification(s) of their work insofar its honour or reputation can be damaged; and (iii) the Seller confirms: (a) that the Seller in any case waives the right to see her name listed as the author of the Intellectual Property and other Materials and that STOKVIS TAPES LTD is allowed to disclose the Intellectual Property and other Materials. The Seller guarantees that the rights granted to STOKVIS TAPES LTD on the basis of present Article 12, include the rights, title and interest related to the Intellectual Property and other Materials its employees, consultants and independent contractors may or may assert in the future, and that the necessary agreements to do so were entered into with its employees, independent consultants and contractors.

13. Confidential Information. All information furnished or made available by STOKVIS TAPES LTD to Seller in connection with the Products or Services shall be held in confidence by Seller. Seller will not use (directly or indirectly), or disclose to others, such information without STOKVIS TAPES LTD's prior written consent. These obligations will not apply to any information that: (a) at the time of disclosure was or thereafter becomes generally available to the public by publication or otherwise through no breach by Seller of any obligation herein; (b) Seller can show by written records was in Seller's possession prior to disclosure by STOKVIS TAPES LTD; or (c) is legally made available to Seller by or through a third party having no direct or indirect confidentiality obligation to STOKVIS TAPES LTD with respect to such information. Seller agrees that it will not make use of, either directly or indirectly, any of the Confidential Information that it receives or has received from STOKVIS TAPES LTD, other than for the purpose for which the Confidential Information has been disclosed.

14. No Publicity. Seller will not advertise, publish or disclose to third parties (other than to Seller's professional advisors on a need-to-know basis) in any manner the fact that Seller has contracted to furnish STOKVIS TAPES LTD the Products covered by the Order or the terms of the Order, or use any trademarks or trade names of STOKVIS TAPES LTD in any press release, advertising or promotional materials, without first obtaining STOKVIS TAPES LTD's written consent.

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15. Indemnification. Seller agrees to defend and indemnify STOKVIS TAPES LTD, its suppliers, customers, users, and licensors, and each of their affiliates, employees, shareholders, officers, directors and agents (“Indemnified Parties”), from and against any and all loss, liability, demand, claim, damage, injury, loss of profits or expense (including attorneys’ fees) arising out of or relating to: (a) any breach of Seller’s representations, warranties or obligations; (b) any act or omission by Seller, its officers, employees or agents (including Seller’s subcontractors and their employees and agents); (c) any claim of infringement or misappropriation of any third-party intellectual or proprietary right, including claims for royalties or license fees, in connection with the purchase, use or sale of the Products; and (d) death or any bodily injury, damage to property or any other damage or loss resulting or claimed to result in whole or in part from the Products. Each Indemnified Party may, at its option, be represented by its own counsel in any action, the expenses of which shall be borne by Seller.

16. Insurance. Seller will maintain, at its own expense, the following insurance policies: (a) Commercial General Liability in an amount of not less than £5,000,000 each occurrence and in the aggregate for bodily injury and property damage and £5,000,000 any one person or organization for personal and advertising injury for premises operation, products/completed operations, blanket contractual liability, and broad form property damage; (b) Workers’ Compensation in full compliance with the laws of any applicable state and/or country, at not less than statutory limits; (c) Commercial Automobile Liability for owned, hired and non-owned motor vehicles in an amount not less than £5,000,000 combined single limit; and (d) Employer’s Liability and Occupational Disease in an amount of not less than £5,000,000 each accident for bodily injury and £5,000,000 each employee and in the aggregate for disease. The limits of coverage required may be satisfied by a combination of primary and excess or umbrella insurance policies. Except for Workers’ Compensation, Seller shall include STOKVIS TAPES LTD and its affiliates as an Additional Insured on all required insurance policies described above. Upon STOKVIS TAPES LTD’s request, Seller shall provide STOKVIS TAPES LTD a certificate of insurance evidencing such coverage and requiring no less than 30 days’ advance notice to STOKVIS TAPES LTD before any cancellation of such coverage

17. Spare Parts and Special Tooling. Seller will maintain the capability to supply and provide technical support for spare parts for a period of seven years after the delivery of the Products or for such longer period as may be required by law. Seller will give STOKVIS TAPES LTD a last time buy option at the end of such seven year period and shall offer any follow on products that are compatible with the Products. Seller will notify STOKVIS TAPES LTD 90 days in advance prior to Seller’s withdrawal of any Product(s). STOKVIS TAPES LTD may provide patterns, dies, fixtures, molds, jigs or other tools or directly or indirectly pay for tools for use in making Products (“Special Tooling”). Unless approved in writing by STOKVIS TAPES LTD, Seller shall not (i) remove or relocate any Special Tooling, make any changes to Special Tooling; (ii) use the Special Tooling for any other products or any other customer other than for those Products provided to STOKVIS TAPES LTD under this Order; (iii) make any changes to Special Tooling; or (iv) reverse engineer any Special Tooling. Seller shall use all Special Tooling solely for manufacturing Products as specified by STOKVIS TAPES LTD in writing. Special Tooling shall remain STOKVIS TAPES LTD’s property, be segregated from Seller’s property, and be individually marked as STOKVIS TAPES LTD’s property. Seller shall maintain Special Tooling in good condition and repair or replace it at Seller’s cost if lost, damaged, destroyed, or otherwise rendered unfit for use. Upon STOKVIS TAPES LTD’s request, Seller shall transfer possession of the Special Tooling to STOKVIS TAPES LTD free and clear of liens and encumbrances and at the time and place designated by STOKVIS TAPES LTD.

18. Consignment. STOKVIS TAPES LTD may notify Seller that it wishes to have Products sold to a location on a consignment basis (a “Consignment Location”). STOKVIS TAPES LTD will deliver to each Consignment Location the quantity and type of Products ordered by STOKVIS TAPES LTD (“Consignment Products”). STOKVIS TAPES LTD will notify Seller monthly of its use of the Consignment Products, and Seller may bill STOKVIS TAPES LTD for such use of the Consignment Products. Title to Consignment Products passes to STOKVIS TAPES LTD only after STOKVIS TAPES LTD uses the Consignment Products. STOKVIS TAPES LTD may, at any time upon written notice to Seller, terminate further purchases of Consignment Products for any Consignment Location and STOKVIS TAPES LTD may purchase some or all of the remaining Consignment Products. Any Consignment Products not purchased by STOKVIS TAPES LTD will be returned to Seller at Seller’s cost and risk of loss. All other provisions of the Agreement apply to Consignment Products, except to the extent this section conflicts with any other provision of the Agreement.

19. Software. In the event the Products include or incorporate Software developed, owned or licensed by Seller (“Software”), Seller hereby authorizes STOKVIS TAPES LTD to sell, resell, modify and or license the Software to STOKVIS TAPES LTD’s customers. Use of the Software by STOKVIS TAPES LTD’s end user customers shall be subject to Seller’s End User License Agreement, if applicable (the “EULA”). In the event Seller’s end user customer reasonably objects to any provisions of the EULA, Seller shall cooperate in good faith with STOKVIS TAPES LTD in making commercially reasonable modifications to the EULA. In the event of a conflict between these Terms and the EULA, these Terms shall govern.

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20. Compliance. Seller agrees to comply with all federal, state, local and foreign rules, regulations, ordinances and laws applicable to Seller's obligations hereunder and Seller's manufacture and sale of the Products and Services, including import/export laws, labour laws, and anti-corruption laws. Seller also agrees to comply with all applicable environmental, health and safety laws, and laws against slavery, human trafficking and child labour.

21. Conflict Minerals. Upon request of STOKVIS TAPES LTD, Seller shall determine whether any Products contain tin, tantalum, tungsten, gold or any other material that is designated under applicable rules of the Securities and Exchange Commission ("SEC") as a "conflict mineral." If no Product contains one or more conflict minerals that are necessary to the functionality or production of such Product within the meaning of applicable SEC rules and interpretations, Seller shall, upon request, certify to STOKVIS TAPES LTD that none of the Products contains such conflict minerals. If any Product contains one or more such conflict minerals, Seller shall certify to STOKVIS TAPES LTD the country of origin of any such conflict mineral or that the conflict mineral came from recycled or scrap sources within the meaning of those terms under applicable SEC rules. If Seller is unable to identify the country of origin, and the conflict mineral(s) in question did not come from recycled or scrap sources, Seller shall in good faith conduct an inquiry of its relevant suppliers as to the country of origin of such conflict minerals, and such inquiry shall comply with then-existing standards under SEC rules for the conduct of a reasonable country of origin inquiry. In the event that Seller is or becomes aware that any conflict minerals that are necessary to the functionality or production of any Products originated from a "covered country" within the meaning of the SEC's conflict minerals rules and did not come from recycled or scrap sources, Seller shall make a good faith effort to determine whether such conflict minerals came from a processing facility certified as conflict free by a recognized industry group that requires an independent private sector audit of the smelter or from an individual processing facility that has obtained an independent private sector audit that is publically available, and to provide written documentation of such determination. Seller shall also take such additional actions and provide such additional information requested by STOKVIS TAPES LTD as may be necessary in order for STOKVIS TAPES LTD to be or remain compliant with applicable laws, rules and regulations relating to conflict minerals.

22. Customs. The Seller shall make available to the STOKVIS TAPES LTD and any party designated by STOKVIS TAPES LTD any and all documents and data necessary to effect customs clearance, including the importer security filing and shall provide any assistance deemed necessary by STOKVIS TAPES LTD.

23. Quality Requirements. Seller will conform to the quality control standards and inspection system that are established or directed by STOKVIS TAPES LTD. Seller will also participate in supplier quality and development programs of STOKVIS TAPES LTD or as directed by STOKVIS TAPES LTD. Upon STOKVIS TAPES LTD's request, Seller will participate in and comply with all Supplier Manuals and supplier performance evaluations. Seller acknowledges STOKVIS TAPES LTD's reliance upon Seller's expertise. In the event that any of STOKVIS TAPES LTD's specifications or other requirements may result in any negative impact to the Product, Seller shall immediately notify STOKVIS TAPES LTD in writing of all ramifications of such direction. Any reviews, audits, inspections, acceptance quality levels, approved vendor lists, bill of materials, or approvals by STOKVIS TAPES LTD will not relieve Seller of its obligations.

24. Audit. Seller shall maintain complete and accurate records, books of account, reports and other data necessary for the proper administration of the Agreement on a generally recognized accounting basis. Such materials shall include any rebate programs and any other special pricing program extended to Seller. STOKVIS TAPES LTD may audit and inspect Seller's books and records. If any audit or inspection reveals an error or irregularity in the computation of prices or any other costs, an appropriate adjustment shall be made by Seller. Further, if such audit or inspection demonstrates that an error or irregularity occurred and caused the prices to be computed in Seller's favor, then Seller shall pay all costs and expenses incurred by STOKVIS TAPES LTD with respect to such audit or inspection. Seller shall, at STOKVIS TAPES LTD's request, permit STOKVIS TAPES LTD or a third party designated by STOKVIS TAPES LTD to have reasonable access to designated areas within its facilities directly relating to the production and packaging of the Products for the purpose of performing production and quality audits. STOKVIS TAPES LTD shall conduct any such audit only during Seller's normal working hours.

25. Relationship of the Parties. Nothing in the Agreement or the course of dealing of the parties may be construed to constitute the parties hereto as partners, joint venturers or as agents for one another or as authorizing either party to obligate the other in any manner.

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26. Force Majeure. If the performance by either party or any obligation under the Agreement is prevented, restricted or interfered with by any act of God, fire or other casualty, embargo, power or supplies, war or violence, acts of terrorism, or any law, order, proclamation, ordinance, demand or requirement of any governmental agency or similar event beyond such party's reasonable control (each, an "Event of Force Majeure"), such party shall promptly give the other party written notice of the Event of Force Majeure. Delays caused by labour disputes, changes in cost or availability of raw materials or components based on market conditions, or scheduled downtime for maintenance shall not constitute an Event of Force Majeure. No later than 48 hours after the occurrence, Seller will provide written notice describing such delay and assurance of when the delay will be cured. During the delay, STOKVIS TAPES LTD may at its option: (a) cancel any Orders and purchase Products or Services from third parties without liability; (b) to the extent available, require Seller to deliver all finished goods, work in process, tooling, and parts and materials produced or acquired for work under the Order; or (c) have Seller provide Products or Services from other sources and at the price set forth in the Order.

27. Assignment; Binding Effect. No assignment of any rights or interest or delegation of any obligation of Seller under the Agreement may be made without the prior written consent of STOKVIS TAPES LTD. Any attempted assignment will be void. STOKVIS TAPES LTD may assign the Agreement or otherwise transfer its rights and/or obligations under the Agreement. The Agreement will inure to the benefit of and be binding upon each of the parties hereto and their respective permitted successors and assigns.

28. Remedies and Waiver. Except as specifically set forth herein, all rights and remedies under the Agreement are cumulative, and the exercise of any right or remedy herein provided shall be without prejudice to the right to exercise any other right or remedy provided by the Agreement, by law or in equity. If STOKVIS TAPES LTD fails to insist upon strict compliance with the Agreement, STOKVIS TAPES LTD's actions will not constitute a waiver of Seller's default or any other existing or future default or affect STOKVIS TAPES LTD's legal remedies.

29. Bankruptcy. If either party becomes insolvent, is unable to pay its debts when due, files for or is the subject of involuntary bankruptcy, has a receiver appointed or has its assets assigned, the other party may cancel any unfulfilled obligations hereunder without liability for such cancellation.

30. Dispute Resolution. Any dispute arising out of or related to the Agreement will be governed by and construed according to the laws of the United Kingdom and litigated the competent courts of England. If either party commences litigation concerning any provision of the Agreement or if the parties agree to alternative dispute resolution, the prevailing party is entitled, in addition to the relief granted, to a reasonable sum for their attorney's fees in such litigation or mutually agreed upon alternative dispute resolution, provided if each party prevails in part, such fees will be allocated in the manner as the court determines to be equitable in view of the relative merits and amounts of the parties' claims.

31. Survival. Any provisions in the Terms which, by their nature, extend beyond the termination or expiration of any sale of Products or Services, will remain in effect until fulfilled.

32. Severability. If any provision herein is held to be unlawful or unenforceable, the remaining provisions herein will remain in effect.

33. Integration and Modification. The Agreement constitutes the entire agreement between STOKVIS TAPES LTD and Seller with respect to the Products and Services, and supersedes any prior agreements, understandings, representations and quotations with respect thereto. No modification hereof will be of any effect unless in writing and signed by the party to be bound thereby.

This contract shall be subject to the Laws of England and construed in all respects as an English contract.

Company Registration No. 12057509

V.A.T. Reg. No. GB328 8013 04