

**Business Terms and Conditions ("BTCs") for the sale of aluminum products and packaging mainly based on aluminum****SELLER:****METALIMEX a.s.**

BID: 00000931

With registered office at: Štěpánská 621/34,
CZ-112 17 Prague 1Registered in the Commercial Register
maintained by the Municipal Court in Prague,
section B, file 28, represented by Mr. Josef
Mašín, Commercial Director**BUYER: accordint to GENERAL
CONTRACT OF
PURCHASE ML 2014****Contractual System and Documentation, Purchase Contract and Delivery Conditions**

The contractual relationship between the Seller and the Buyer always originates in writing as follows:

Long-term contractual relationship

1. By conclusion of a Framework Purchase Contract and acceptance of BTCs between the Buyer and Seller, which define the framework conditions of supply for a minimum period of 12 months (volumes, prices, payment terms, delivery parities, complaint procedures, etc.). Partial performance takes place based on individual Purchase Contracts or possibly Countermands, whereas the Purchase Contract shall also mean Orders confirmed by the Seller. Particulars of the Order are provide by Framework Purchase Contract or these Business Terms and Conditions. Particulars of Countermands are laid down by Framework Purchase Agreement. Or

Short-term contractual relationship

2. By entering into Purchase Agreement and acceptance of BTCs between the Buyer and Seller, which set out specific conditions for partial business. The Purchase Contract shall also mean Orders confirmed by the Seller. Minimum Order pertinences are provided in the these Business Terms and Conditions.
3. Framework Purchase Contract and BTCs according to clause 1 are always concluded at least in two original counterparts - one original counterpart shall be received by the Buyer, the second shall be received by the Seller. BTCs according to clause 2 are always concluded at least in two original counterparts - one original counterpart shall be received by the Buyer, the second shall be received by the Seller.
4. For other contractual documents described in clause 1 and 2 of the BTCs (Purchase Contract, Purchase Order, Confirmed Order, Countermand) and other contractual documents concluded beyond these BTCs it applies that both parties recognize their validity even if they exist in the form of fax or email copies. The written form of the contractual documents is preserved if it is sent to the Seller by fax or e-mail. Individual contractual documents for goods sent by fax or by e-mail and confirmation of such contractual terms also made by fax or electronic mail, shall be considered by the parties to be properly concluded business obligation - Purchase Contract within the meaning of section 2079 et seq. of Act No. 89/2012 Coll. as amended.
5. Within each order, the Buyer is obliged to state the following:
 - a) Exact identification of the Buyer (including the business name, registered office, BID, tax ID, bank details)
 - b) Other essentials of business documents prescribed by the legal regulations,
 - c) Order number
 - d) Designation of the required goods (product, size, quantity, material, quality, transport information or relevant standards and technical conditions), possibly with code identification according to the catalogue of the Seller;
 - e) Price, or pricing method;
 - f) Term of fulfilment;
 - g) Packaging method;
 - h) Purpose of use of the goods, information on the method of their further processing;
 - i) Method of transport of goods, destination and delivery parity;
 - j) Date of issuance of the Order, Buyer's stamp and signature of the person authorized to conclude partial purchase contract;

If the Buyer's order does not contain at least the essential items mentioned above, the Seller shall not be responsible for possible damage caused by insufficient specification.

6. The Seller agrees by the contractual relationship established in the above-described manner (hereinafter referred to as the Contract) to produce and deliver to Buyer the goods specified in the Contract - aluminum products and packaging mainly based on aluminum - (hereinafter referred to as the "goods"). The Buyer agrees to receive the goods and pay the purchase price to the Seller. The Seller can deviate from the quantity of goods specified in the Contract by $\pm 10\%$; invoiced amount is based on actually delivered quantity of the goods.
7. Delivery terms are governed by INCOTERMS 2010. The delivery includes delivery note. Receipt of the goods, shall be confirmed by the Buyer in writing. The goods will be packed, loaded and properly secured for transport purposes in accordance with customary practice. Packages are included in the price of goods and are non-returnable.
8. Fixation of metal acquired by the Buyer is always binding. The Buyer is obliged to settle each individual fixation of the metal no later than 30 days from the date of performance. If the fixed volume of metal is not settled by withdrawal of products, the Seller is entitled to increase the fixed price by the value of any contango for LME valid in day 31 from the acquisition of relevant fulfillment (contango value is defined as the difference between cash official settlement and 3-month official settlement). In the case of non-settlement of the position of metal in a maximum period of 90 days from the date of its fulfillment, the Seller is entitled to close the open position of the Buyer as at any date. The Buyer agrees to pay the price difference resulting from such closed position to the Seller within 30 days from the position closing.

9. The Seller is entitled to set a limit for the maximum total amount of fixed metal depending on the amount of insurance limit of the Buyer. The seller establishes a minimum amount of 25 tons.
10. In the case of failure to meet the delivery date, the Buyer is entitled to charge a contractual penalty to the Seller in the amount of 0.03% of the value of the undelivered goods for each day of delay.
11. In the case of failure to withdraw the goods according to the delivery date, the Seller is entitled to charge a contractual penalty to the Buyer in the amount of 0.03% of the value of the unwithdrawn goods for each day of delay. If the Buyer refuses to withdraw (receive) the goods or otherwise prevents performance of the contract (such as by violation of the terms of payment), the Seller is entitled to charge a penalty to the Buyer equal to the difference between the agreed price and the current value of aluminum according to LME.
12. In case of default of the Buyer to withdraw the goods on the agreed delivery date the Seller shall prior notice and specification of the extra time to accept the goods have the right to sell the goods in another appropriate manner.
13. The Seller shall submit a certificate to the individual contracts upon request. Provision of certificate will be charged as a separate item on the invoice in the currency identical with the currency of the purchase price of the products.

Payment terms and conditions

1. The maturity of the purchase price is specified in the Contract or invoice. The payment period is counted from the date of issue. It is possible to send tax documents (invoices) electronically. In this case the Buyer and Seller shall have concluded a contract of sending electronic invoices.
2. The Seller provides the Buyer a credit limit for the purchase of goods under the Contract. The amount of the limit is known as at the date of signing of this contract. If the total amount of any claims of the Seller from the Buyer (regardless of the period of their maturity or the legal title of origination) resulting from any Contract reaches the credit limit, the Seller shall deliver the goods to the Buyer only upon prepayment or based on other secured payment terms and conditions provided by the Seller. In the event of a decrease of credit limit by the insurance company in a way that this limit will no longer cover the current amount of active receivables, the Seller shall be entitled to unilaterally change the payment conditions for orders confirmed after this change in the credit limit in terms of shortening the maturity or requirement of additional collateral for the receivable. This fact must be communicated to the Buyer in writing.
3. The purchase price shall be considered paid on the date of crediting of the pertinent amount to the account of the Seller. The Buyer is not entitled to withhold payment or part thereof for the purpose of set-off of mutual receivables, including compensation of claims, unless these BTCs state otherwise.
4. In case of repeated delays in the payment of obligations by the Buyer, reduced insurance premium limit or in case of worsening of the economic situation of the Buyer the Seller is entitled to unilaterally change the condition of payment. This fact must be communicated to the Buyer in writing.
5. If the due date is not met, the Seller is entitled to charge a monthly or quarterly interest on late payment amounting to 0.03% of the outstanding amount for each day of delay in payment. Interest on late payment shall be payable within 30 days from the date of issuance of the statement of default interest. The payment of interest on late payment from the Buyer shall in no way affect the right to recover damages from the Seller.
6. The Seller is entitled to suspend any deliveries to the Buyer until the settlement of all debts payable by the Buyer to the Seller. If the Buyer is in default with the payment of the purchase price, the Buyer shall be obliged to confirm acknowledgment of debt upon the Seller's call or acknowledge the debt and agree a repayment schedule drawn up in the form of a notarial deed. If the Buyer is in default with the payment of the purchase price for more than 30 days, the Seller can resign and becomes entitled for compensation of all contractual relations entered into with the Buyer.
7. If payment in advance was agreed upon in the contract, the Buyer's delay in payment shall be considered substantial breach of the contract. If the purchase price payment is stipulated in instalments, then the default payment of one of the instalments shall make all the purchase price become due.
8. The Buyer acquires the title to the Goods only upon complete payment of the purchase price.

Quality

1. The quality of goods is exactly specified in the Contract. Qualitative parameters of the goods are specified by values or by reference to the relevant IEC / EN standard and the purpose of use.
2. In the case of necessity to negotiate tighter tolerances, the Seller and the Buyer shall be obliged to conclude bilateral technical delivery terms and conditions (TDC) in the form of an annex to the contract, which precisely describe the key characteristics of the goods. If the IEC / EN standard is not used or tighter tolerances are stipulated, the Seller and the Buyer shall be obliged to conclude a bilateral technical delivery conditions, TC or PN.
3. In case of new goods (products) both Parties shall cooperate in the sampling process, and subsequent test delivery in order to define the parameters of goods and select appropriate technology so that the parameters of the

goods are standardized both in the production process of the Seller and the subsequent production process of the Buyer.

4. The goods that are delivered by the Seller in accordance with the quality defined in the Contract or the TDCs are accepted by the Buyer as perfect performance.
5. If the subject of performance is a new print job order, the Buyer agrees proof within three working days after submission of the proof. The delivery date shall be extended by the time of delay with consent.

Guarantee for quality and defects of the goods, complaint conditions

1. The Seller is responsible to the Buyer for ensuring that the goods conform to the agreed technical specification for a period of six months from the date of delivery. The Buyer is required to test the goods whether they suit the purpose for which they are to be used.
2. The goods must be stored in a dry and temperate environment. If the goods include films wound on cardboard tubes, they must be stored at a temperature in the range between +10 °C and +25 °C and relative humidity of 65% to 80%. If the goods include films wound on metal tubes, they must be stored at a temperature in the range between +10 °C and 30°C and relative humidity of 50% to 70%.
3. The Buyer shall inspect the goods as soon as possible after the transfer of the risk of damage. Obvious defects (e.g. damaged packaging, tampered marking, non-compliance with the delivery note) must be claimed without undue delay. Upon discovery of damage to goods during transport the Buyer shall draw up a report of damaged shipment with the carrier (commercial record).
4. Written notice of defects (complaint) must include the following:
 - identification of defective goods (contract number, customer number, pallet number, strip number, reel or role number - can be documented by label photo).
 - quantity of defective goods (number of pieces or weight).
 - description of the defect and specification of how it manifests (possibly accompanied by photos or by sending a sample).
5. At the request of the Seller, the Buyer shall negotiate the complaint with the participation of a representative of the Seller at the place where the defect was discovered or where the claimed goods are. Without prior consultation of the complaint the Seller is not obliged to accept the claimed goods back.
6. The Buyer is obliged within the complaint procedure to provide synergies necessary to investigate the complaints, especially avoid handling with the claimed goods and store it in the supplied state until settlement of the claim.
7. The Seller is entitled to reject the claim in particular in the following cases:
 - storage of the goods in nonconforming areas (increased humidity, considerable temperature fluctuations).
 - there have been further processing of the goods, which results in the notified defect being unverifiable or the goods have been further manipulated after notification of defects.
 - during transport of the returned goods the goods were damaged because of poor packaging or insufficient securing or absence of proper identification and documents to the returned goods.
8. In case of a justified complaint the Buyer shall be entitled to issuance of a credit note for the value of the returned defective goods, unless agreed otherwise (replacement delivery, provision of discount).
9. If the Seller accepts the complaint as justified, it shall, in the agreement with the Buyer, proceed as follows:
 - a) the Seller will provide the Buyer a discount on the price of the goods and will issue a corrective invoice.
 - or
 - b) in the case of quantitative difference the Seller will issue a corrective invoice for the missing or excess goods
 - or
 - c) if the defects are repairable, the Seller shall repair the defective goods.
 - or
 - d) The Seller shall provide facultative compensation in such a way that it issues a corrective invoice for the defective goods and issues a corrective invoice for the supply of new defect-free performance.
 - or
 - e) the Seller will withdraw from the contract and will issue a corrective invoice for the claimed goods.

If the Buyer incurred costs due to the complaint that can not be satisfied according to items a) – e) of this paragraph, the Buyer is entitled to compensation of damage and costs thus incurred. The amount of damages is subject to the consent of both parties.

10. In a dispute about the quality or quantity of the goods delivered, both contracting parties are entitled to use a reputable independent inspection organization. The costs of this organization shall be borne by the party who orders a neutral analysis.

Reverse supply of waste

1. The Buyer is entitled to offer the Seller supplies of aluminum or aluminum alloy piece waste generated during processing of the goods from the Seller.
2. The price of the waste is given by the product of the price of metal and coefficient of waste. The price of metal for the particular metal alloy is agreed upon by the Parties according to the current value of the London Metal Exchange. The values of the coefficients for the individual types of waste are set out in the relevant Annex to the Contract. Other contract

documents are subject to the provisions of these business terms and conditions, in particular clause 5 (Contractual system and documentation).

3. The Seller is entitled to charge the Buyer the waste which the Seller accepts from the Buyer under the agreed terms and conditions, and the Seller is entitled to settle the charged price of the delivered waste by means of unilateral set off against the goods delivered to the Buyer within the meaning of these business terms and conditions. The contracting parties expressly agree that the Seller is entitled to offset to the Buyer an already not due receivable.
4. Piece waste must be delivered in quality according to the agreement, sorted according to alloy, without oil and dirt, compliant to IEC / EN.
5. Waste transport is provided by the Buyer at its expense, to the place designated by the Seller. The Seller may provide waste collection as a reverse load of the vehicle upon goods delivery.

Protection of confidential information

1. Confidential information shall include the content of the Contract, amendment and annexes, production, pricing and financial information, unless it is an item of data publicly available or generally known.
2. The Contracting Parties are obliged to act so as to prevent unauthorized access to confidential information by unauthorized persons, unauthorized transfer or processing, or any other misuse. This obligation also applies three years after completion of the contract.

Withdrawal from the Contract

1. If either party breaches materially its obligations then the other party shall have the right to withdraw from the Contract completely or in part. The following shall be considered material:
 - violation of the terms of payment by the Buyer
 - breach of delivery or acceptance conditions, unless both Parties have otherwise provided by Contract

Delivery of goods to another EU Member State and export of goods outside the EC

1. Prior to delivery of the goods the Buyer is obliged to notify the Seller in writing:
 - indication of registration for value added tax (hereinafter referred to as "VAT") in an EU Member State and the tax identification number,
 - territorial destination of the goods (i.e. whether the goods are intended for immediate transport from the Czech Republic to another EU Member State = delivery to another Member State of the EU or outside the EU = export)
 - in the case of export of goods (outside the EU) provide the Seller with a written statement that the Buyer does not have a registered office, establishment within the meaning of the VAT arrangement or place of business in the Czech Republic.
2. The Buyer shall promptly notify the Seller in writing, if there is any change in the facts set out in the preceding paragraph of these business terms and conditions.
3. In the event that the Seller does not provide for the transport of the goods, the Buyer providing for the transport is obliged, within 10 days after delivery of the goods, to prove that the goods were actually transported from the territory of the state of sending of the goods to another EU member state (e.g. via bill of lading or other document confirming this fact).
4. Unless the conditions for application of the exemption from tax under the provisions of the VAT Act valid on the territory of the state of sending of the goods are met, the price shall be increased by the tax in force in that particular state.
5. In the case of non-compliance with the conditions referred to in paragraph 1 and 2 this clause of the business terms and conditions or if Buyer otherwise violates the above obligations, the Buyer shall pay to Seller the amount of VAT and associated penalties, that being within 15 days from the date of notification of its amount by the Seller.

Force Majeure

1. Force majeure clause (Force Majeure) of the International Chamber of Commerce (ICC Publication No. 421) constitutes an integral part of this contract.

Final provisions

1. The written form of act is preserved even in the event of conclusion of the contract by fax or e-mail and the fax or scanned copy of the contract shall be deemed valid document equivalent to the original. The Contract and the business terms and conditions can only be changed in writing.
2. Printed forms shall be deposited with the Seller for a period of 12 months from the date of the last delivery, then they will be withdrawn, unless the Buyer requests to extend this period in writing. Press cylinders including finishing and printing forms are the property of the Seller.
3. Relationships not regulated by this Contract or Business terms and conditions shall be governed by the legal order of the Czech Republic.
4. Any disputes shall be submitted to the competent Arbitration Court at the Economic Chamber of the Czech Republic and Agricultural Chamber of the Czech Republic, based in Prague, represented by one arbitrator in accordance with Czech law.
5. These business terms and conditions are binding, unless a certain circumstance is regulated otherwise by a Contract or other written agreement entered into by and existing between the Seller and the Buyer.

METALIMEX a. s

On behalf of the Seller:

In on

On behalf of the Buyer:

Name and Surname:

Position

In on