

General Terms and Conditions for Delivery of Schott Envases Argentina S.A.'s Products

As of October 2016

1. General

These general terms and conditions for delivery of Products (hereinafter the "Terms") shall be applicable to any and all business transactions between SCHOTT and its Clients.

SCHOTT reserves the right to amend or delete these Terms at any time in its sole discretion, and agrees to inform the Client about any such decision within ten (10) calendar days after it becomes effective.

2. Business Agreements

These Terms shall supplement where applicable any special business agreements between SCHOTT and its Clients. In the event of a conflict between these Terms and any such business agreements, the latter shall prevail.

3. Product Delivery

3.1. Before a purchase order for products (hereinafter the "Purchase Order/s" and the "Products", respectively) can be made, the relevant Client will provide SCHOTT with technical specifications (hereinafter the "Technical Specifications") describing therein the characteristics and quantities of the requisite Products. SCHOTT will issue a blueprint based on the Technical Specifications (hereinafter the "Blueprint"). Within 5 days after the Blueprint is approved by the Client, SCHOTT will issue an estimate (hereinafter the "Estimate") in line with the Blueprint. If the Client agrees with the Estimate, the Client may issue a Purchase Order, which shall include a reference to the relevant Technical Specifications.

3.2. Any Product delivery shall be accompanied by the following documentation in hard copy: (i) quality protocol for the relevant Product (COA); (ii) certificate in respect of the glass tube used; (iii) invoice and any special billing requirements; (iv) delivery slip. Also, after the documentation is sent in hard copy, it may also be emailed to the Client at the email address to be designated by the Client.

3.3. At the time of delivery, the Client will conduct an initial inspection of the Products. This notwithstanding, within thirty (30) calendar days after delivery, the Client may notify other complaints. A complaint will exist, in the terms hereof, where a Client expresses a complaint in connection with the Products delivered. Any complaints shall be communicated by the Client to SCHOTT by email at: ventas.ppl@schott.com, accompanied by images or actual samples, as proof of any such complaint. Whenever a complaint is received, it will be classified by SCHOTT into one of the following categories: (a) warranted complaint with return of the goods: where flaws are detected by the Client during the initial inspection of the goods, in excess of AQLs established by Schott in Annex I hereto (hereinafter the "AQLs"); (b) warranted complaint without return of the goods: where flaws are detected by the Client during the initial inspection of the goods, in excess of AQLs, but the Client decides to use the goods anyway; (c)

qualifications: where small deviations are detected by the Client during the initial inspection or during the packaging process, that do not exceed the AQLs or are not contemplated therein; (d) unwarranted complaints. In the event described in (a) above, the rejected batch will be fetched by SCHOTT from the Client's facilities within 5 business days after the complaint is received. In the events described in (b), (c) or (d) above, SCHOTT will be under no obligation to take action in that regard.

4. Conditions for Delivery of Products

Delivery of Products under any and all Purchase Orders will be made on an Ex-Works basis, at SCHOTT's manufacturing plant located at Primera Junta 3181 (formerly 3181), Munro, Vicente Lopez, Province of Buenos Aires, Argentina (hereinafter the "Plant"), in accordance with the provisions of 4.1 below. This notwithstanding, at the Client's request, Products may be delivered at any other address designated by the Client in the City of Buenos Aires or the Greater Buenos Aires area, in accordance with the provisions of 4.2 below.

4.1. Conditions for Delivery of Products on an Ex Works Basis

Products shall be delivered on the date informed by SCHOTT at the time of confirmation of the Purchase Order by SCHOTT. When an order is in a condition to be dispatched, SCHOTT will contact the Client and will inform the time of delivery (hereinafter the "Time of Delivery") for the Client to fetch the Products from the Plant. All deliveries shall take place from 7:00 AM to 4:00 PM on business days.

As stated in 3.2 above, all Products delivered will be accompanied by an invoice containing the relevant Purchase Order number and a delivery slip, to be signed by the Client as evidence of his agreement at the time of fetching the Products.

Any circumstances that can be regarded as an act of God, event of force majeure and/or act of government, including Customs restrictions, will not be regarded as failure by SCHOTT to meet the applicable delivery deadlines hereunder.

Unless other specific conditions are agreed upon by the Parties, Products will be delivered by SCHOTT in accordance with the following specifications:

- Products will be stored and delivered on wooden pallets; size: standardized ARLOG.
- Pallets will be protected by high-density cardboard corner covers and will be covered by a sheer stretchy film as a primary packing, plus a color stretchy film as outer packing, which will be ripped off before the Products are delivered to the Client, unless the Client requests that it be kept in place.
- Pallets will be duly labeled; those labels will contain all the requisite Product information in order to ensure adequate traceability.

4.1.1. Obligations of the Client

The responsibility for safeguarding and protection of the Products by SCHOTT shall cease upon the Products being made available to the Client.

The Client shall be solely responsible for fetching the Products from the Plant at the Time of Delivery. If Products are not fetched by the Client at the Time of Delivery, SCHOTT will be entitled to issue the relevant invoice, and payment must be made by the Client within the term for payment agreed upon. The risk associated with preservation of the Products, their condition and/or any deterioration or accidental loss thereof shall be automatically transferred to the Client, without prior notice, from the time the Products are made available to the Client, in accordance with the provisions of Section 1149 of the Civil and Commercial Code of Argentina.

If the Client needs to change the Time of Delivery, the Client shall contact SCHOTT at ventas.ppl@schott.com at least 96 hours before the scheduled Time of Delivery.

The above notwithstanding, in the event of delay in excess of the date originally agreed upon, SCHOTT will be entitled to charge storage costs.

SCHOTT reserves the right to withhold delivery if the Client has failed to discharge its obligations when due, irrespective of the legal reasons for such failure or the legal nature of the underlying obligations.

4.1.2. Complaints for Flaws

When fetching any Products from the Plant, the Client will conduct an inspection of the Products and may reject any Products based solely on the following circumstances: (i) where the required quantity of any given Product differs by more than a given percentage from the quantity made available to the Client, such percentage to be determined by the Client at the time of submitting a Purchase Order or, in the absence of such determination by the Client, shall be the percentage determined by SCHOTT; (ii) where it is apparent that the Products are in bad condition and/or (iii) where the Products have any presentation flaws.

A Client's refusal to fetch any Products for any of the reasons stated hereinabove will be recorded on the relevant delivery slip, which will be signed by the Client's authorized personnel, stating their name in full, date and ID No. ("DNI"). Upon any such refusal by the Client to fetch Products, SCHOTT will issue a credit memo in favor of the Client for the full amount of the Products, except where: (i) any such refusal proves to be unjustified; (ii) the formal conditions of the delivery slip have not been met.

After any Products are fetched by a Client, the Client will have 30 days to inform SCHOTT in writing about any flaws in Product quality. In order to prove the truthfulness of his complaint, the Client shall provide SCHOTT with a relevant sample of the Products. After the Product sample is analyzed, SCHOTT will determine in its sole discretion whether the complaint is justified and, where applicable, will cure any flaws and/or will replace the Products within a reasonable term.

SCHOTT's liability period in connection with manufacturing flaws will be 12 months after the date of delivery originally agreed upon by the Client.

4.2. Delivery of Products at an address designated by the Client in the City of Buenos Aires or the Greater Buenos Aires area

Products shall be delivered on the date informed by SCHOTT at the time of confirming a Purchase Order. Where an order is in a condition to be dispatched, SCHOTT will contact the Client in order to coordinate delivery thereof. All deliveries shall take place from 7:00 AM to 4:00 PM on business days.

As stated in 3.2 above, all Products delivered will be accompanied by an invoice containing the relevant Purchase Order number and a delivery slip, to be signed by the Client as evidence of his agreement at the time of receiving the Products.

Any circumstances that can be regarded as an act of God, event of force majeure and/or act of government, including Customs restrictions, will not be regarded as failure by SCHOTT to meet the applicable delivery deadlines hereunder.

Unless other specific conditions are agreed upon by the Parties, Products will be delivered by SCHOTT in accordance with the following specifications:

- Products will be stored and delivered on wooden pallets; size: standardized ARLOG.
- Pallets will be protected by high-density cardboard corner covers and will be covered by a sheer stretchy film as a primary packing, plus a color stretchy film as outer packing, which will be ripped off before the Products are delivered to the Client, unless the Client requests that it be kept in place.
- Pallets will be duly labeled; those labels will contain all the requisite Product information in order to ensure adequate traceability.

4.2.1. Obligations of the Client

The responsibility for safeguarding and protection of the Products by SCHOTT shall cease upon the Products being delivered to the Client at the address designated by the Client in the City of Buenos Aires or the Greater Buenos Aires area.

The Client shall be fully responsible for taking delivery of the Products on the date confirmed by SCHOTT. If Products are not received by the Client on that date, SCHOTT will be entitled to issue the relevant invoice, and payment must be made by the Client within the term for payment agreed upon. The risk associated with preservation of the Products, their condition and/or any deterioration or accidental loss thereof shall be automatically transferred to the Client, without prior notice, from the date of delivery of the Products confirmed by SCHOTT, in accordance with the provisions of Section 1149 of the Civil and Commercial Code of Argentina.

If the Client needs to change the date of delivery, the Client shall contact SCHOTT at ventas.ppl@schott.com at least 96 hours before the scheduled date of delivery.

The above notwithstanding, in the event of delay in excess of the date originally agreed upon, SCHOTT will be entitled to charge storage costs.

SCHOTT reserves the right to withhold delivery if the Client has failed to discharge its obligations when due, irrespective of the legal reasons for such failure or the legal nature of the underlying obligations.

4.2.2. Complaints for Flaws

When taking delivery of any Products, the Client will conduct an inspection of the Products and may reject any Products based solely on the following circumstances: (i) where the required quantity of any given Product differs by more than a given percentage from the quantity made available to the Client, such percentage to be determined by the Client at the time of submitting a Purchase Order or, in the absence of such determination by the Client, shall be the percentage determined by SCHOTT; (ii) where it is apparent that the Products are in bad condition and/or (iii) where the Products have any presentation flaws.

A Client's refusal to take delivery of any Products for any of the reasons stated hereinabove will be recorded on the relevant delivery slip, which will be signed by the Client's authorized personnel, stating their name in full, date and ID No. ("DNI"). Upon any such refusal by the Client to take delivery of Products, SCHOTT will issue a credit memo in favor of the Client for the full amount of the Products, except where: (i) any such refusal proves to be unjustified; (ii) the formal conditions of the delivery slip have not been met.

After any Products are received by a Client, the Client will have 30 days to inform SCHOTT in writing about any flaws in Product quality. In order to prove the truthfulness of his complaint, the Client shall provide SCHOTT with a relevant sample of the Products. After the Product sample is analyzed, SCHOTT will determine in its sole discretion whether the complaint is justified and, where applicable, will cure any flaws and/or will replace the Products within a reasonable term.

5. Warranties; Scope of Liability

SCHOTT undertakes no obligations and makes no warranties other than as expressly stated in these Terms and in the agreement between the Parties, if any.

Unless otherwise expressly stated, any specifications published in institutional and promotional communications in respect of the Products, particularly any drawings, photos, weight, measurements and performance specifications given in our product descriptions and publications, should be regarded as approximate averages and do not constitute a warranty as to the presence of any specific features or as to the quality of the relevant Products.

SCHOTT will not be liable to the Client or any third parties for any direct and/or indirect losses and/or damages arising from supply of the Product, including without limitation, disruption or loss of production, loss of profits and other property damages and/or personal injuries suffered by the Client or any third parties.

6. Acts of God; Events of Force Majeure

An event of force majeure is any event or circumstance not attributable to SCHOTT that hinders or prevents performance of a contractual obligation, including without limitation natural disasters, fire, flood, accident, labor dispute, strike, lockout, material disruption in production, embargo, impossibility to obtain raw materials, transportation

problems, causes that may prevent manufacturing from happening, acts and/or facts of government and the like.

SCHOTT will not be regarded to be in default hereunder or in breach of its obligations contained herein, to the extent that nonperformance is prevented by the occurrence of Acts of God or Events of Force majeure affecting SCHOTT and/or its suppliers. To the extent possible, SCHOTT will promptly notify any such event or circumstance in order for the Parties to agree on the manner to proceed with delivery of Products hereunder.

7. Reverse Logistics; Scope and Limitations

The Client shall be responsible, at its sole expense, for reusing and recycling any waste generated by the Products, in accordance with applicable law. SCHOTT will not be liable for the use given to the Products' packaging, and hereby disclaims any liability arising from reuse and/or processing of waste generated by the Products and their packaging, which liability will be transferred to the Client when the Products are delivered to the Client. The Client agrees to hold SCHOTT harmless, upon request, from and against any and all expenses, expenditures, fines, indemnities, penalties and interest incurred by and/or assessed against SCHOTT by any federal, provincial and/or municipal governmental agencies and/or third parties and/or any damages suffered by SCHOTT, including without limitation attorneys' fees, in connection with reuse of any environmental waste.

8. Export Conditions

The sale, resale and/or any other form of distribution and/or marketing of the Products may be subject to export control laws in Argentina.

SCHOTT's Products shall not be resold to countries subject to embargos and/or persons or individuals that use or may use the Products for military purposes or in order to build nuclear, biological and/or chemical weapons or in nuclear technology.

In this regard, the Client:

- represents that the Products will not be supplied, directly or indirectly, to countries where import of the Products is prohibited or restricted.
- agrees to obtain any necessary permits to export or import the Products.

9. Confidentiality

Throughout their business relationship and for a term of two years thereafter, the Parties agree to keep confidential any and all information that comes to their knowledge, and agree not to use, disclose and/or publicly disseminate any such information.

Any and all documentation and information that comes to the Parties' knowledge is secret, confidential and highly valuable in the terms of Confidentiality Act No. 24.766. In the event of any breach of this confidentiality obligation, the breaching Party shall be liable for any damages arising therefrom.

10. Intellectual Property

SCHOTT's trademarks have been registered and are protected by intellectual property rights. They shall not be reproduced and/or used without SCHOTT'S express consent. All trademarks and trade dress are owned by SCHOTT and as such constitute works protected by intellectual property laws.

11. Patents and Indemnities

In the event that the Client provides SCHOTT with any designs, specifications, information, etc. and/or data about Product requirements, the Client agrees to defend, indemnify and hold SCHOTT and its employees, representatives, agents, clients and the users of SCHOTT Products harmless from and against any and all claims, losses, damages, liabilities, costs and expenses arising from any infringement or alleged infringement of patent laws (whether any such patents have been registered or not) in Argentina or abroad, rights over designs, trade marks, service marks, copyrights, trade names, industrial processes and other intellectual property rights or other rights acquired by (or allegedly acquired by) any person, as a result of supply, use or resale of Products or any part thereof by the Client or its agents or authorized persons, representatives or clients.

Title to any Products sold shall be conveyed by SCHOTT to the Client in accordance with the terms of the relevant Purchase Order.

12. Independent Contractors

The relationship between the Parties shall be exclusively that of independent contractors. Each Party shall be exclusively responsible for any and all personnel directly or indirectly employed by it, whether as employees or independent contractors. Without prejudice to any joint and several liability provisions of applicable law. Each Party shall bear any and all losses, expenses and direct and consequential damages arising from the hiring of any such personnel. Each Party represents that its own personnel is not employed by the other Party, and each Party hereby agrees to indemnify and hold the other Party harmless from and against any and all claims, complaints and lawsuits that may arise from any such hiring.

Each Party shall be liable for any damages suffered by the other Party and its personnel or third parties, as a result of any act or failure to act by the first party, its personnel and subcontractors or subcontractors' personnel.

13. Governing Law; Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of Argentina. The Parties submit to the jurisdiction of the national ordinary courts with a seat in the City of Buenos Aires, and expressly waive any other applicable venue or jurisdiction.