

GS Companies

Great Southern Corporation, GS-Tape, LLC, Sirco Rubber Company

GS-Contract & Packaging General Terms and Conditions

for Purchase of Goods and/or Services

Validity

These general terms and conditions ("General Terms") shall apply to any supply of goods and/or services specified in a separate agreement or purchase order (agreement and/or purchase order and these General Terms are together referred to as the "Agreement") where reference is made to these General Terms, insofar as they are not amended by a purchase order or by a written agreement between the parties. These General Terms shall apply irrespective of any provision to the contrary that may appear on an order, invoice or other document issued by Supplier and prevail over other pre-printed terms or conditions contained in either party's documentation or exchanged between the parties. Reference to GS in these General Terms refers to any company within the GS Group.

Prices and Payment

The agreed prices are fixed and no additional charges surcharges or fees of any kind or any other price adjustment shall be made without the prior written consent from GS.

Unless otherwise agreed between the parties or stipulated by mandatory law, payment shall be made within sixty (60) days from the date of invoice, though GS cannot be invoiced until all provisions of the Agreement have been fully performed and complied with.

Delivery

It is of utmost importance for GS that all deliveries are made on time. In case of an anticipated late delivery Supplier is obliged to immediately inform GS. Supplier shall indemnify and hold GS harmless from any loss, damage or cost arising out of a late delivery. Risk of loss for all goods supplied to GS hereunder (and the obligation to provide insurance for such goods) shall pass to GS in accordance with the latest accepted INCOTERMS VERSION trade term referenced in the Agreement or, if such trade term is not referenced, upon delivery to GS at GS's facility or designated warehouse. Notwithstanding the applicable delivery term (Incoterm), title to all goods supplied shall not pass to GS until such goods are received at GS facility or designated warehouse.

Warranty

Supplier warrants that all goods and services ordered or provided under the Agreement (a) will conform in all respects with the specifications; (b) will be free from any defects in material, design and workmanship; (c) will be performed in a first class, professional and workmanlike manner; (d) shall be fit and sufficient for the purpose for which they are intended; (e) do not infringe any patents or other intellectual property rights of a third party; (f) comply with relevant laws, standards and Supplier also warrants that materials and goods provided GS do not contain any substances listed on the latest Proposition 65 List California or if the product cannot be made without using substances on the California Proposition List 65 that the supplier has fully disclosed the substances and labeled to materials with Proposition 65 Guidelines and

are free and clear from any encumbrances or rightful claim of any third party, (a-g above collectively referred to as the "Warranty").

The above mentioned Warranty shall be in addition to warranties implied by law and shall survive delivery and inspection of all or a part of the goods or services. This warranty clause shall extend to GS and its subsidiaries, affiliates and parent corporation as well as to their successors

Breach of Warranty

If there is a breach of Warranty Supplier shall indemnify and hold GS harmless from any loss, damage or cost arising out of the breach.

Goods may either be held by GS or returned to Supplier at Supplier's risk and cost and the purchase price shall be repaid by Supplier. Replacement of goods shall only be made if GS issues a new purchase order.

Intellectual Property Rights

This section is applicable on Services: All rights connected to performed services are hereby immediately, exclusively, fully, finally and totally transferred to GS, regardless of whether the services have been performed or payment has been made. Supplier shall to a reasonable extent assist. GS in acquiring legal protection for any intellectual property that is transferred to GS, including signing assignment documents.

This section is applicable on Goods: GS and its affiliates, distributors, dealers, agents and customers are granted an irrevocable, non-exclusive, royalty-free and unlimited license to use all intellectual property related to the goods, included but not limited to, use, rebuild and sale of the goods that are supplied in accordance with the Agreement in any way whatsoever.

Product Liability and Insurance

Supplier shall without any limitation in time, defend, indemnify and hold GS harmless from and against all damages, losses, cost, expenses and claims that arise due to a defect in the goods or services that has caused personal injury, property damage or any other type of damage or injury. Supplier shall have insurance coverage reasonably satisfactory to GS and shall provide a copy of such insurance policy to GS.

Legal Relationship Between the Parties

GS and Supplier are independent contracting parties and Supplier may not act on behalf of GS or act as if Supplier was entitled to act on behalf of GS.

With reference to any supply of services. Supplier confirms that it performs services for customers other than GS and that it is registered for tax, evidence of such registration shall be provided to GS upon request.

Sub-Contractors

This clause is applicable on Services: Supplier may not sub-contract any part of the service without a prior written consent from GS. Supplier is responsible for its sub-contractors' actions and failure to act, as for its own.

Premature Termination

GS shall have the right to immediately terminate any/or all purchase orders/agreements if Supplier should commit a breach or non-performance of essential importance to GS or if there is a reason to assume that Supplier is or will become insolvent.

Documentation

When the agreement is terminated for any reason or upon complete delivery. Supplier shall deliver a copy of the full documentation related to the goods and/or services to GS.

Severability

If any provision of the Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, the other provisions of the Agreement and the remainder of the effective provisions shall continue to be valid. Supplier

and assigns and to its customers distributors, dealers, agents, and to its users and consumers. This warranty clause is valid for a period of two (2) years from date of delivery, except (e)-(g) above, which have no time limitation.

and GS agree to replace a void or unenforceable provision with a provision that comes as close as possible to the common intention.

Force Majeure

A party shall be excused from its obligations under this Agreement to the extent its performance is prevented by earthquake or other earth movement, flood or other natural disaster; hurricane, tornado, torrential rain or other materially adverse weather conditions; strike, lockout, or other industrial disturbances; war, riot, sabotage, act of public enemy, terrorist act or gang violence; blockade, bomb blast or other explosion; fire; nuclear fall-out; or government action, which prevent performance.

If a party fails to perform its duties in the Agreement due to force majeure event for a period exceeding one (1) month, the other party may terminate any and/or all Agreements with Supplier immediately by a written notice.

Confidentiality

All commercial, financial and technical information, know-how and experience which Supplier may derive from GS during the co-operation hereunder shall be confidential and proprietary information of GS, and the Supplier shall at all times use all reasonable effort to prevent its disclosure to all third parties except affiliated companies on an as needed basis. This undertaking shall not apply to information which (i) is or becomes public knowledge otherwise than by unauthorized disclosure in breach of this Agreement, (ii) is obtained by Supplier from a third party who is not under any duty of confidentiality with respect thereto and did not obtained it by unauthorized disclosure, (iii) is independently known or developed by the Supplier without any

reference to such information or (iv) is required to be disclosed by law or a listing agreement to which Supplier may be bound. The Confidentiality obligations stated herein shall survive the termination of the purchase order and/or agreement for a period of five (5) years.

Code of Conduct

Supplier is obliged to adhere and act in accordance with GS's Code of Conduct, as amended from time to time, to be found at

Set Off

GS shall be entitled to set off any amount owing at any time from Supplier to GS or any of its affiliated companies against any amount payable at any time by GS or any of its affiliated companies to Supplier.

Waiver

Any waiver by either Party or a breach of any provision in the Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision. No waiver of any rights under the Agreement shall be effective unless in writing and signed by the party purporting to give the same.

Supplier also warrants that materials and goods provided GS do not contain any substances listed on the latest Proposition 65 List California or if the product cannot be made without using substances on the California Proposition List 65 that the supplier has fully disclosed the substances and labeled to materials with Proposition 65 Guidelines.

Assignment

Supplier may not wholly or partly assign or pledge its rights or obligations under the Agreement to any third party except with the prior written consent of GS.

Amendments

Only those amendments and additions to the Agreement that are made in writing and signed by the parties are valid

Governing Law

The Agreement shall be governed and construed in accordance with the laws of TN. It is explicitly agreed that the United Nations Convention on the International Sale of Goods shall not apply.

Disputes

Any dispute or claim arising out of or in connection with this Agreement shall be resolved exclusively by submitting such dispute to binding arbitration in Memphis, TN.