PURCHASE ORDER TERMS AND CONDITIONS (Revision Date: June 28, 2018)

These Purchase Order Terms and Conditions (the "Terms and Conditions") are incorporated in and made a part of each purchase order issued by Tekni-Plex Europe, N.V. ("Tekni-Plex" or "Buyer"). In these Terms and Conditions: (a) "Buyer" means Tekni-Plex; (b) "Seller" means the seller named in the order; (c) "Goods" and "Services" mean the products and/or services being purchased from Seller as described in the purchase order; and (d) "Purchase Order" means the purchase order and these Terms and Conditions collectively.

1. Acceptance of Purchase Order. The Purchase Order is deemed accepted, upon the earlier of: (a) Seller's return of an acknowledgment of the Purchase Order; (b) Seller's commencement of performance; or (c) five (5) days from Seller's receipt of the Purchase Order, unless Buyer receives Seller's written rejection of the Purchase Order within such five (5) day period. Any acceptance of the Purchase Order is limited to acceptance of the express terms contained in the Purchase Order (including these Terms and Conditions). No additional or different terms (including any of the Seller's terms and conditions of quotation, acceptance or supply) or attempted exclusions or modifications by way of any document, proposal, course of performance or otherwise will be effective against Buyer in the absence of the express written consent of Buyer. Any attempt by Seller to add, exclude, or modify the terms contained in the Purchase Order will be deemed material, is objected to and will be of no effect. Neither the submission of the Purchase Order nor anything contained in the Purchase Order will be construed to be an acceptance or confirmation of any prior or subsequent document, proposal or course of performance. The Purchase Order will be a rejection and counter-offer with respect to any such document, proposal or course of performance.

2. Entire Agreement; Amendments and Waiver. If there is a written agreement between Buyer and Seller related to the subject matter of the Purchase Order addressing the terms set forth in these Terms and Conditions, then, to the extent such agreement deviates from these Terms and Conditions, that agreement shall prevail over the Terms and Conditions in respect of the purchase and sale of the goods and services set forth on the relevant Purchase Order. If not, or if these Terms and Conditions are attached to and/or expressly referenced in such agreement (including, but not limited to, a reference to the web address where these Terms and Conditions may be found), then these Terms and Conditions shall apply in full to the purchase and sale of the Goods and Services set forth on the Purchase Order and the Purchase Order. Except as set forth above in this clause 2, these Terms and Conditions and any exhibits or attached thereto shall supersede all written or oral prior agreements or understandings with respect thereto. The Purchase Order may not be modified or amended except by a written instrument signed by both parties. E-mail communications containing typed name and/or typed signature blocks do not constitute a written instrument within the context of this Section. No waiver will be implied from conduct or failure to enforce rights, and no waiver will be effective unless in writing signed on behalf of the party against whom the waiver is asserted. Buyer and Seller intend that the Purchase Order be construed without any rule requiring construction or interpretation against Buyer, whose representatives drafted the Purchase Order. These Terms and Conditions and the Purchase Order shall be interpreted together as a single agreement; however, if there is an irreconcilable conflict, these Terms and Conditions will control.

3. Changes. Buyer may, by written notification, direct changes in the drawings, designs, specifications, method of shipment or packing, quantity, or time or place of delivery of any goods or services. Only authorized Buyer procurement representatives may issue changes to the Purchase Order. If any change causes an increase or decrease in the cost of, or the time required for, performing the Purchase Order, an equitable adjustment will be made in the Purchase Order price, delivery dates or both, and the Purchase Order will be modified in writing by Buyer accordingly. Any claim for adjustment under this Section may at Buyer's option, be deemed to be waived unless asserted in writing, including the amount of the claim, and

delivered to Buyer within ten (10) days from the date of the receipt by Seller of the Buyer-directed change to the Purchase Order. Notwithstanding any disagreement between the parties regarding the impact of a change, Seller will proceed diligently with its performance under the Purchase Order pending resolution of the disagreement.

4. Delivery. TIME IS OF THE ESSENCE WITH RESPECT TO FULFILLMENT OF THE PURCHASE ORDER. Seller will deliver Goods and/or provide the Services on the dates and in the quantities specified in the Purchase Order. Unless otherwise agreed to, delivery of the Goods shall be DDP (Incoterms 2010) to the ship-to address designated in the Purchase Order. Seller will preserve, pack, package and handle Goods ordered by Buyer so as to protect Goods from loss or damage. All items shall be properly marked according to (i) applicable rules, and (ii) Buyer's instructions. Unless otherwise directed by Buyer, Goods must be unloaded at the Seller's risk and expense. If Buyer so requests, Seller shall take back all packaging materials after delivery at no cost to Buyer. In the event of any delays to the scheduled delivery date, Seller will notify Buyer of such delay and work diligently to remedy such delay immediately. In the event of any delay in delivery of more than five (5) days, Buyer may, at its sole option, cancel or reschedule the Purchase Order in whole or in part without penalty or liability and/or claim liquidated damages from Seller in an amount of 1% of the value of the relevant Purchase Order per started week of delay up to a maximum of 10% of the value of the relevant Purchase Order. No change in the scheduled delivery date or performance will be permitted, unless Buyer has otherwise agreed in writing. Deliveries will be made at the ship-to address designated in the Purchase Order, and title and risk of loss to Goods will pass to Buyer as described on the purchase order document. If the document is silent on the passage of title and risk of loss, then title and risk of loss to Goods will pass to Buyer upon its receipt at the designated ship-to address.

5. Acceptance of Goods. All Goods ordered and shipped hereunder are subject to acceptance by Buyer at the ship-to address designated in the Purchase Order. Buyer will have thirty (30) days after Buyer's receipt of any Goods to accept or reject Goods (the "Acceptance Period"). Payment for Goods will not constitute an acceptance of the Goods. Acceptance of any Goods will not preclude a subsequent claim with respect to the Goods. If, during the Acceptance Period, Buyer identifies any Goods that do not conform to Buyer's specifications or instructions or to the Purchase Order ("Nonconforming Goods"), Buyer may, at its sole option, (a) require Seller to correct any Nonconforming Goods by repair, replacement or re-performance, at Seller's risk and expense, within seven (7) business days after the request of Buyer, (b) return any Nonconforming Goods to Seller, at Seller's risk and expense, and recover from Seller the price for the Nonconforming Goods, or (c) utilize any Nonconforming Goods and require an appropriate reduction in the price for the Nonconforming Goods. Upon delivery of repaired, replacement or re-performed Goods, Buyer will accept or reject such Goods in accordance with this Section.

6. Continuity of Supply. Seller will provide Goods to Buyer in the quantity and quality ordered by Buyer as set forth in the Purchase Order. In support of this obligation, Seller will adopt and implement commercially reasonable continuity of business plans and procedures.

7. Design and Process Changes.. Seller shall notify Buyer at least 90 in advance and in writing of all proposed changes to the Goods or their components, including but not limited to changes that affect product form, appearance, fit or function, usable life, shelf life, cost, or any other matter deemed material in Buyer's sole discretion. Examples of changes include, but are not limited to: (i) composition or source of any raw material; (ii) method of producing, processing or testing; (iii) change in subcontractors for producing, processing or testing; (iv) site of manufacture and (v) labeling. No such change shall be made without Buyer's prior written consent and nothing herein shall be deemed a waiver of said written consent requirement.

8. Pricing of the Goods. Pricing for Goods is set forth in the Purchase Order. The pricing includes (a) all taxes except those taxes that Seller is required by law to collect from Buyer, including state or local sales or use tax, (b) all packaging and freight to the ship-to address designated in the Purchase Order, (c) all customs duties, fees or charges, and (d) any other costs and expenses, such as e.g. costs of inspection, testing, certification, loading, unloading and insurance. Sales and use taxes, if any, will be

separately stated in Seller's invoices unless Buyer has indicated in the Purchase Order that Goods ordered is exempt from such taxes. Seller represents and warrants that the pricing is the lowest prices Seller charges for items similar to such Goods, after taking into account differences arising solely from freight or other destination- specific charges. If Seller charges any other person or entity a lower price for items similar to any Goods, Seller will notify Buyer and apply the lower price to Buyer's purchases of such Goods.

9. Invoicing. Seller will invoice Buyer for Goods ordered at the time of shipment. Invoices will be sent to the invoice-to address designated in the Purchase Order, and Buyer will pay invoices as described on the purchase order document. If the document is silent on the payment of invoices, then Buyer will pay invoices within sixty (60) days of the date it receives Seller's invoice. Buyer will have the right to offset against any payments owed by it to Seller, any amounts Seller may owe to Buyer. If any invoice submitted by Seller is found to be in error, an appropriate adjustment will be made to the invoice or the next succeeding invoice following discovery of the error and the resulting payment or credit will be issued promptly.

10. Confidential Information. Seller will keep confidential the terms of the Purchase Order and all disclosures made by the Buyer containing business or technical information relating to the subject matter hereof, and Seller will not disclose such information to anyone else nor use it for its separate benefit. This confidentiality obligation will not apply to information that the Seller can show (a) was already known to the Seller at the time of disclosure by the Buyer, without any duty of confidentiality to the Buyer, (b) is disclosed to the Seller by a third party who had the right to make such disclosure without any confidentiality restrictions, (c) is or has become, through no fault of the Seller, generally available to the public, (d) is independently developed by the Seller without access to, or use of, the disclosure, or (e) is required to be disclosed due to legal process, governmental order, government regulation, or like demand; provided that the Seller has, unless legally prohibited, given prior notice to the Buyer of the process, order, or demand in order to provide the Buyer with a reasonable opportunity to oppose the same. This confidentiality obligation will continue for five (5) years from the date of receipt. The Seller will return or destroy, at the Buyer's discretion, the Buyer's business and technical information, and all copies thereof, upon the Buyer's written request and will certify in writing to such return or destruction within thirty (30) days.

11. Records and Audit. For at least five (5) years from the date of last delivery, Seller will (a) maintain records, documentation and other information suitable to reflect Seller's compliance with the Purchase Order and (b) provide Buyer and its representatives and auditors access to such records, documentation and other information as necessary to audit Seller's compliance with the Purchase Order.

12. Inspection. Upon Buyer's request, Seller will provide Buyer with specific information, in such detail as Buyer may reasonably request, as to the location and method of manufacturing or assembly of Goods. Buyer and its representatives and auditors will have the right, upon prior notice, to visit the location for purposes of inspecting the location and method of manufacturing or assembly of Goods at any stage of manufacture, assembly or delivery.

13. Warranty. Seller represents and warrants to Buyer and each of its parent companies, subsidiaries and affiliates and to its and their respective officers, directors, employees, agents, personnel, customers and end users (collectively, "Buyer Warrantees") that Seller has the right, authority, experience and ability to enter into the Purchase Order and to perform its obligations hereunder, and that such performance will not violate any other agreement or understanding by which Seller is bound.

14. Goods and Services Warranty.

14.1 Goods: Seller represents and warrants to the Buyer Warrantees that, on the date of delivery of Goods to Buyer and for the longer of Seller's standard warranty period and the period of one (1) year from the date of delivery (the "Warranty Period"), all Goods, including all repaired, replacement and re-performed Goods, and the materials incorporated into all Goods will: (a) be free from defects in material, workmanship, manufacture and design; (b) conform to Buyer's specifications and instructions; (c) be merchantable, be fit for the intended purpose and operate as intended; (d) comply with all applicable industry

standards and all applicable laws, rules, regulations, approvals and orders, including the laws regarding slavery and human trafficking of the country or countries in which Buyer and Seller do business; (e) be new and unused; and (f) be free and clear of all liens, claims, security interests and other encumbrances. In the event of a breach of the foregoing warranty which occurs during the Warranty Period, Buyer may, at its sole option, (a) require Seller to correct Goods that do not conform to the warranty by repair, replacement or re-performance, at Seller's risk and expense, within seven (7) business days after the request of Buyer, (b) return Goods that do not conform to the warranty to Seller, at Seller's risk and expense, and recover from Seller the price for such Goods, or (c) utilize Goods that do not conform to the warranty and require an appropriate reduction in the price for such Goods, or (d) seek any other remedies available under applicable law.

14.2 Services: Seller warrants that (a) any Services, including installation, design and engineering services provided pursuant to the Purchase Order will be performed in a professional manner in accordance with the practices and high professional standards used in well-managed operations performing services similar to the services, (b) it will use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services, (c) that only new materials will be used in connection with the Services to be provided under the Purchase Order. Seller will re-perform any defective services, provided Seller notifies Buyer of any defective service for one (1) year from the date of acceptance of such Services by Buyer. The foregoing will be in addition to any indemnification obligation of Seller under the Purchase Order.

15. Intellectual Property. Buyer shall own all intellectual property and tangible and intangible work product conceived, created, acquired, or first reduced to practice in connection with the Purchase Order ("Purchase Order Intellectual Property"). Seller shall disclose to Buyer all Purchase Order Intellectual Property. If not expressly required to be delivered in the Purchase Order, Seller shall deliver to Buyer all Purchase Order Intellectual Property upon written request from Buyer. Seller hereby irrevocably assigns and promises to assign to Buyer all right, title and interest to all Purchase Order Intellectual Property. Seller agrees to do all things reasonably necessary to enable Buyer to secure and perfect Buyer's Purchase Order Intellectual Property rights, including, without limitation, executing specific assignments of title in Purchase Order Intellectual Property by Seller to Buyer and cooperating with Buyer at Buyer's expense to defend and enforce Buyer's rights in any such Purchase Order Intellectual Property. All Purchase Order Intellectual Property shall be considered Buyer's Proprietary Information (defined hereinafter). Seller agrees that, for any works of authorship created by Seller or any employees or any others used by Seller in the course of the Purchase Order are deemed as works made for hire, unless applicable law requires otherwise, and Buyer and will execute, or cause to be executed at Buyer's expense, any documents required to establish Buyer's ownership of such copyright. To the extent moral rights of authorship cannot be assigned to Buyer under applicable law, Seller agrees not to exercise such moral rights in any manner detrimental to Buyer's interest in the unrestricted use of works as Buyer sees fit and Seller hereby consents to any action Buyer would take that would violate such moral rights in the absence of such consent.

16. Infringement Warranty. Except to the extent that the Goods are made to Buyer's design or specifications and Buyer's design or specification is the cause of the infringement, Seller represents and warrants to the Buyer Warrantees that all Goods, including all repaired, replacement and re- performed Goods, and the process or processes of manufacture of all Goods will not: (a) infringe any patent, copyright, or trademark rights; (b) unlawfully disclose, use or misappropriate any trade secret rights; or (c) violate any other third party intellectual property rights. If an injunction or restraining order is issued, or if Buyer is otherwise unable to use any Goods, Seller will, at its risk and expense, (w) obtain for Buyer the right to continue using or possessing Goods, (x) modify Goods to cure any infringement, unlawfulness or violation; provided such modification does not adversely affect Buyer's use of Goods or (y) replace Goods with a substantially similar item which is free of any infringement, unlawfulness or violation. The foregoing will be in addition to any indemnification obligation of Seller under the Purchase Order.

17. Indemnification. Seller will, at its expense, indemnify, defend and hold Buyer and each of its parent companies, subsidiaries and affiliates and its and their respective officers, directors, employees, agents, personnel, customers and end users (collectively, "Buyer Indemnitees") harmless, from any and all loss, damage, liability, demand, claim, cost or expense, including attorneys' fees, and the cost of settlement, judgment or verdict incurred by or demanded from any of the Buyer Indemnitees arising out of, resulting from or in consequence of Seller's negligence, willful misconduct or breach of the terms of the Purchase Order, including breach of any of Seller's warranties. In no event will Seller enter into any settlement without Buyer's prior written consent.

18. Insurance. Seller, at its expense, agrees to secure and carry as a minimum the following insurance with respect to all Goods to be produced and Services to be performed under the Purchase Order for the duration of the Purchase Order: (i) Workers' Compensation Insurance and Employer's Liability Insurance in an amount sufficient by virtue of the laws of the country, state, or other governmental subdivision in which the work or any portion of the work is performed; (ii) Commercial General Liability Insurance including Premises Liability and contractual Liability, in which the limit of liability for property damage and bodily injuries, including accidental death, shall be at a minimum, a combined single limit of EUR 5,000,000 for any one occurrence; (iii) if Seller's vehicles are used on Buyer's premises and/or used to accomplish work under the Purchase Order or otherwise on behalf of Buyer, Automobile Liability Insurance in which the limit of liability for property damage and bodily injuries, including accidental death, shall be a combined single limit of EUR 2,000,000 for any one occurrence; (iv) if Seller or its subcontractors have Buyer's materials or equipment in its care, custody or control, Seller shall have and maintain All-Risk Property Insurance in an amount sufficient to meet or exceed the value of such material; (v) if Seller is performing professional services on behalf of Buyer, Seller shall maintain Professional Liability Insurance with a limit of no less than EUR 2,000,000; and (vi) if Seller is rendering computer, coding or information technology services and/or technology products on behalf of Buyer, Technology Errors and Omissions Liability Insurance with a limit of not less than EUR 2,000,000 per claim, which insurance shall include, at a minimum, coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render such services and products, computer or information technology services and technology products. The insurance coverages described above shall be in form satisfactory to Buyer, and shall contain a provision prohibiting cancellation or material change except upon at least 10 days' (7 days' in the case of War Risks Insurance) prior notice to Buyer. All such insurance policies will be primary in the event of a loss arising out of Seller's performance of work and shall provide that where there is more than one insured the policy will operate, except for the limits of liability, as if there were a separate policy covering each insured and shall operate without right of contribution from any other insurance carrier by Buyer. If Buyer requests, Seller will provide to Buyer certificate(s) of insurance evidencing the coverage and limits required under this Section. In no event will the coverage or limits of any insurance required under this Section be deemed to limit or diminish Seller's obligations or liability to Buyer under the Purchase Order.

19. Termination for Convenience. Buyer may terminate the Purchase Order in whole or in part at any time for its sole convenience upon ten (10) days' prior written notice. If Buyer terminates for its convenience, Buyer's sole liability to Seller, and Seller's sole and exclusive remedy, is payment for (i) Goods received and accepted by Buyer before the date of termination, (ii) Goods ordered, but not received by Buyer before the date of termination, subject to Buyer's acceptance of such Goods, and (iii) Services actually completed through the effective date of the termination.

20. Termination for Cause. Either party may terminate the Purchase Order in whole or in part at any time for cause, with immediate effect, without any prior intervention of a court or arbitral tribunal being required, in the event the other party commits a material breach of any of its obligations, which the breaching party fails to cure within thirty (30) days after receiving written notice of such breach from the non-breaching party. Notwithstanding the foregoing, Seller cannot terminate the Purchase Order in case of a breach or an alleged breach by Buyer of its payment obligations, unless if the following conditions are cumulatively met: (i) Buyer has not paid the Seller's invoice(s) on the relevant due date, (ii) the invoice(s) in question have not been disputed in good faith by Buyer and (iii) Buyer fails to pay the invoice(s) within ten (10) days from Buyer's receipt of a payment reminder notice sent by Seller on or after the relevant due

date.

21. Work on Premises. If Seller's performance of Services or delivery or installation of Goods involves operations by its employees or subcontractors on Buyer's premises or the premises of a customer of Buyer, then (a) Seller shall at all times enforce strict discipline and maintain good order among all persons engaged in the activity on the premises and shall cause them to comply with all fire prevention, health, environmental and safety rules and regulations in force at the premises, (b) Seller shall comply with any special work conditions that are attached to the order, and (c) Seller's performance of the services shall not interfere with Buyer's use of the premises or pose any danger to Buyer's employees or invitees.

22. Independent Contractors. The Purchase Order is not intended by the parties to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or formal business organization of any kind. Each party will act as an independent contractor, and neither will act as an agent of the other for any purpose. Neither party has the authority to assume or create any obligation, express or implied, on behalf of the other. Buyer will under no circumstances whatsoever be entitled to exercise directly or indirectly Seller's employer's authority over the service providers that will be assigned to render the Services on behalf of the Seller.

23. Notices. Any disclosures or notices required or permitted hereunder will be in writing and will be deemed effectively given upon receipt of such disclosures or notices by the receiving party. Such disclosure or notices will be given by personal delivery, certified mail with postage prepaid and return receipt requested, or prepaid delivery using a recognized private courier, to each party at its address set forth in the Purchase Order. Disclosures or notices given to Buyer will be copied to Tekni-Plex, Inc., 460 E. Swedesford Road, Suite 3000, Wayne, PA 19087, Attention: Legal Department.

24. Assignment. The Purchase Order may not be assigned (by operation of law, including pursuant to a merger, split, consolidation, sale or contribution of business unit, generality or assets, or otherwise) or transferred, in whole or in part, by either party without the prior written consent of the other party; provided, however, that Buyer will be entitled to assign the Purchase Order, without the prior written consent of Seller, to any of its parent companies, subsidiaries or affiliates or to any successor to its business (or to the business unit within Buyer that is the primary user of purchased hereunder) pursuant to a merger, split, consolidation, sale or contribution of business unit, generality or assets or otherwise, if such successor assumes Buyer's obligations hereunder. Except as specifically provided herein, the Purchase Order is not intended to and does not create any rights in favor of any person or entity not a party hereto.

25. Choice of Law. All issues, questions and disputes concerning the conclusion, validity, interpretation, enforcement, performance and termination of the Purchase Order, and all matters of extra-contractual and/or tort liability, if any, arising out of or in relation with the Purchase Order, shall be governed by and construed in accordance with Belgian law, without giving effect to any other choice-of-law or conflict-of-laws rules or provisions (Belgian, foreign or international), including the UN Convention on the International Sale of Goods (1980) ("Vienna Convention") (if applicable), that would cause the laws of any jurisdiction other than Belgium to be applicable.

26. Dispute Resolution. Any dispute arising between the Parties arising out of or in connection with the Purchase Order and/or any contractual or non-contractual (including pre-contractual) matters in connection with its conclusion, validity, interpretation, enforcement, performance and termination will be submitted to the exclusive jurisdiction of the courts of Brussels (Belgium).

27. LIMITATION OF DAMAGES. TIME PERIOD TO COMMENCE ACTION. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BUYER SHALL NOT BE LIABLE, THE LAW OR OTHERWISE, WHETHER BASED IN TORT, CONTRACT (INCLUDING GRAVE FAULT), BREACH OF STATUTORY DUTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, FOR ANY LOSS OF INCOME, LOSS OF ACTUAL OR ANTICIPATED PROFITS, LOSS OF BUSINESS, LOSS OF CONTRACTS, LOSS OF GOODWILL OR REPUTATION, LOSS OF ANTICIPATED SAVINGS, LOSS OF, DAMAGE TO OR CORRUPTION OF DATA, SELLER'S ATTORNEY FEES OR ANY OTHER TYPE OF *LUCRUM CESSANS* OR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR ANY OTHER SPECIAL DAMAGES OF SELLER. EXCEPT FOR ANY ACTION RELATED TO DISCREPANCIES IN AMOUNTS PAID OR DEDUCTED, WHICH

ACTIONS MUST BE BROUGHT WITHIN 180 DAYS OF THE DATE OF SUCH PAYMENT OR DEDUCTION, ANY ACTION AGAINST BUYER ARISING OUT OF THE PURCHASE ORDER INCLUDING THESE STANDARD TERMS AND CONDITIONS MUST BE FILED WITHIN ONE (1) YEAR AFTER THE CLAIM ACCRUES OR WILL AUTOMATICALLY BECOME TIME-BARRED.

28. Set Off. Buyer shall have the right to setoff any sums due to Seller by Buyer or any of its affiliates against any sums due from Seller to Buyer for damages, refunds or otherwise, whether or not those sums are due to Buyer under the same Purchase Order or agreement, regardless of whether matured or not, regardless of the place of payment or currency.

29. Rights and Remedies. All of Buyer's rights and remedies set forth in the Purchase Order are in addition to, and will in no way limit, any other rights and remedies that may be available to Buyer at law, in equity or otherwise.

30. Survival. All provisions of the Purchase Order which by their nature should apply beyond the term of the Purchase Order will remain in force after any termination or expiration of the Purchase Order, including those provisions addressing indemnification, insurance, warranty, confidentiality, records, audit, survival, choice of law and dispute resolution.

31. Records. Seller shall maintain complete and accurate records of all transactions and activities of Seller that relate to Seller's sales of goods and services under the Purchase Order and shall permit Buyer and its agents, upon reasonable prior notice, to enter Seller's premises during Seller's normal business hours to inspect the facility and those records that are reasonably asked for and are reasonably available, to the extent that Buyer believes in good faith that an inspection and/or audit of the facility and/or records is necessary to determine whether Seller is complying or has complied with its obligations under the Purchase Order.

32. Compliance with Laws and Integrity. Seller will comply with all applicable laws, rules, regulations, approvals and orders, including the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, the California Transparency in Supply Chains Act of 2010 and all import and export control laws and regulations, in performing the Purchase Order. Seller will maintain and comply with an integrity and compliance program effective in preventing and correcting ethical violations and in maintaining compliance with all applicable laws, rules, regulations, approvals and orders, including the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, the California Transparency in Supply Chains Act of 2010 and all import and export control laws and regulations. Seller acknowledges that Buyer has established a Supplier Code of Conduct that can be found at http://www.tekni-plex.com/about/suppliers. Seller agrees to comply with the principles set forth in Tekni-Plex's Supplier Code of Conduct and to encourage its vendors and suppliers to comply.

33. Severability. If any term or provision of the Purchase Order will for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other term or provision hereof, and the Purchase Order will be interpreted and construed as if such term or provision, to the extent the same will have been held to be invalid, illegal or unenforceable, had never been contained herein.