

These General Terms of Sale shall apply exclusively. Any conflicting or deviating Terms and Conditions of the Purchaser shall be applicable only if the Seller uses them himself or has given his explicit written consent to their use. The present Terms of Sale shall be deemed accepted upon acceptance of the goods at the latest, and shall also apply to all subsequent deliveries.

1 Orders

Our offers are non-binding and subject to confirmation. Any order and oral agreements shall be binding for us only if and insofar as we have confirmed them in writing or by means of forms or comply with them by sending the goods or invoice. If the confirmation of order by the Seller contains any changes as compared to the order, these changes shall be deemed accepted by the Customer unless objected to within 3 business days.

The Seller shall reserve the proprietary and copyrights to any Images, drawings, calculations and other documents. This shall also apply to such written documents which have been marked as confidential. Prior to passing them on to third parties, the Purchaser shall require the explicit written consent of the Seller.

2 Transfer of risk

Unless otherwise specified in the confirmation of order, delivery "ex works" shall be agreed upon.

Risk and peril shall pass to the Purchaser:

Upon loading onto the means of transport chosen by the Seller on the Seller's premises if the goods are to be shipped by the Seller, without prejudice to recourse against the commissioned carrier.

Upon the properly notified provision of the goods in the warehouse of the Seller in case the goods are to be picked up from the Seller's premises by the Purchaser. The same shall apply if delivery is delayed by the Purchaser and the Seller personally provides for the proper appropriation of the goods at the given point in time.

If, upon receipt of the goods, the Purchaser should detect a discrepancy between the quantities delivered and those indicated on the transport documents, or if he should detect obvious transport damages to the goods, he must immediately put forward any required reservations towards the carrier and at the same time inform the Seller thereof.

3 Delivery

The period of delivery shall commence upon dispatch of the confirmation of order. However, this is not prior to the delivery of the required documents, permits or clearances and not prior to the receipt of a contractually agreed deposit or the clarification of all technical issues, as the case may be.

If the Seller does not adhere to an agreed period of delivery for reasons that he is responsible for, the Purchaser shall be entitled to withdraw from the contract following the unsuccessful expiry of a reasonable grace period specified by him in writing. The withdrawal must be declared without delay and in writing following the expiry of the grace period.

If the Seller does not adhere to a period of delivery for reasons for which he is not at fault, he shall be released from his obligations. In particular, the Seller shall not be at fault for any non-compliance with the period of delivery in such cases in which the non-compliance was due to a lack of raw materials or other indispensable operating supplies, a failure of machines or of the plant facilities or energy supply, or due to industrial disputes or lack of means of transportation.

If such prevention refers to a performance that is due and is part of a contract covering several consecutive deliveries, the right to withdraw shall apply to the due delivery only, but not to the future deliveries. If, at the time of such temporary or permanent prevention from delivery, the Seller has already completed part of the order, the Purchaser shall be obliged to accept the completed goods on the agreed terms.

If the Seller who is to convey the goods according to contract cannot do so due to events listed in the present section, the goods must be provided to the Purchaser at his expense and risk either properly appropriated on the Seller's premises or in another warehouse. The Seller must inform the Purchaser thereof immediately. Aforementioned limitations of liability shall not apply.

In addition, the Purchaser shall be entitled to damages only if the non-compliance is based on intent or gross negligence. The liability for damages in the case of gross negligence shall be limited to the foreseeable damage that is typical for this type of contract.

4 Non-acceptance of the goods by the Purchaser

If the Purchaser does not pick up the goods following their provision, delays due delivery or violates other duties of participation, the Seller shall be entitled to claim compensation for the damage incurred in this respect, including any additional expenditures (e.g. storage costs).

In addition, the Seller may withdraw from the contract without compensation following the expiry of a period of 2 weeks. Further claims for damages shall remain reserved.

If such change refers to a part of a contract with several successive deliveries, the right to withdraw and the claim for damages shall arise only with regard to the due delivery, but not with regard to any future deliveries, unless further performance would be unreasonable to expect from the Seller.

5 Payment

a) Prices

The agreed prices are to be understood ex works plus the statutory value added tax on the date of invoicing. In the case of partial deliveries, each delivery may be invoiced separately. If no prices have been agreed upon in writing, the Seller's prices applicable on the date of delivery shall apply.

b) Term of payment

The term of payment shall always commence on the invoice date, regardless of which term has been agreed upon. Said date is the date on which the goods are dispatched or provided.

c) Place of fulfilment with regard to payment

Unless otherwise agreed, the place of fulfilment with regard to payment shall be the Seller's registered office.

d) Risks and costs of payment

The risks and costs associated with the transfer of the invoice amount shall be for the Purchaser's account. If the Seller accepts bills of exchange by way of payment, the bill of exchange costs and the costs arising from a potential discounting shall be for the account of the Purchaser.

e) Default in payment and worsening of the credit situation of the Purchaser

If an invoice due for payment is not paid despite a corresponding request, provided that such request is required according to the law to be applied to the contract, the Seller may claim an interest rate in accordance with the respective national statutory regulation in the country of the Seller and is moreover entitled to demand the immediate payment of all invoices not yet due for payment as well as advance payment with regard to all orders accepted, unless the Purchaser provides real or personal securities for the payments. Furthermore, the Seller may also claim a higher interest loss, provided that he is able to provide corresponding evidence.

If the Purchaser's financial situation worsens, the Seller may likewise demand a real or personal security or, if such security is not provided, advance payment.

In the aforementioned cases of default in payment or the worsening of the financial situation of the Purchaser, the Seller may, if the orders are for paper or cardboard which are not or not easily realizable by other Purchasers due to special features requested by the Purchaser, make the initiation or further execution of these orders conditional on the provision of a real or personal security or, if such security is not provided, on the payment of the goods.

If the Purchaser does not meet the aforementioned obligations, the Seller shall be entitled to refuse delivery and to withdraw from the contract and claim compensation.

6 Reservation of title

Insofar as the following provisions do not conflict with any compulsory statutory regulations of the country of the Purchaser, in particular in the area of insolvency law, the following shall apply in the absence of any agreements to the contrary:

- The Seller shall keep the title to the goods delivered by him until complete payment of all of the Seller's claims towards the Purchaser arising from the business relationship has been effected.

- The Purchaser may process or re-sell these goods within the scope of proper business operations.

- The processing of the goods which are the subject of the reservation of title shall not result in the title to the goods being transferred to the Purchaser. If other products that do not belong to the Purchaser are processed into a new item together with the aforementioned goods, the Seller shall acquire co-ownership of the new item in accordance with the value of the goods which are covered by the reservation of title.

- The Purchaser shall cede any receivables arising in the context of the resale of the processed or non-processed goods, which are completely or partially subject to the reservation of title, to the Seller, namely in compensation for the reservation of title rendered invalid by the re-sale and as a security for the Seller up to the value of the goods subject to the reservation of title. Upon the Seller's request, the Purchaser shall be required to inform his buyer of such assignment.

- If the value of the securities for the Seller derived from above-mentioned provisions exceeds the amount of his claims towards the Purchaser, the Seller shall be obliged to release the securities to such extent upon the Purchaser's request.
- The Purchaser shall be obliged to insure the goods subject to the reservation of title against loss and damage. Likewise, he must immediately inform the Seller of any measure on the part of third parties which conflicts with the reservation of title, e.g. attachment of the goods subject to said reservation of title.
- If the Purchaser acts in violation of the contract, in particular in case of default in payment, the Seller, following the specification of a reasonable period, shall be entitled to take back the object of sale. Following the taking back of the object of sale, the Seller shall be entitled to the exploitation of the former. The exploitation proceeds are to be credited against the liabilities of the Purchaser, minus any reasonable costs of the Seller.

7 Complaints

Permissibility

If only a negligible defect is present, any warranty rights shall be excluded. No defect shall be present if the delivery ranges within the limits of tolerance indicated below.

Complaints shall only be permissible in writing. Complaints must be effected:

Within 3 business days following arrival of the goods on the Purchaser's premises in the case of obvious deviations of the delivery from the order with regard to quality or quantity.

Prior to the commencement of processing, within 5 days following the transfer of risk at the latest in the case of defects or irregularities which can be detected via a superficial inspection or simple examination.

Without delay and within 1 month following the transfer of risk at the latest in the case of defects or irregularities which can only be proven following thorough inspection, by a test or a regular machine cycle.

If a defect has been complained about on time, any further processing of the goods which are the subject of the complaint may only be effected with the consent of the Seller.

If the defect has not been complained about on time, such part of the delivery which has already been processed cannot be subject of a complaint. At least 90% of the rejected goods must still be intact and properly identifiable. The establishment of a defectiveness of part of the goods does not give sufficient reason for a complete rejection of the goods. A complaint referring only to part of the delivered goods shall not release the Purchaser from his obligation to pay for the entire delivery within the agreed payment deadlines, and such a complaint cannot substantiate the complete rejection of the goods.

Replacement / Rectification of defects

In the case of a substantiated complaint, the Seller shall take back the defective goods at his own expense, with the goods to be returned to him by the Purchaser in good condition in their original or a similar layout and packaging. The Seller shall replace the goods as soon as his production capacity and other obligations allow him to do so. Said replacement delivery shall exclude any other claims for damages, unless the Seller agrees to the elimination of the defect. If, however, the Seller does not provide a replacement within a reasonable period or if the delivered goods are also defective, the Purchaser shall be entitled to demand a reduction of the purchase price or a withdrawal from the contract

Any further claims of the Purchaser, in particular claims for damages, shall be excluded, unless based on an intentional or grossly negligent violation of duty on the part of the Seller or his agent.

Claims to all warranties shall become time-barred one year following the delivery of the object of sale.

8 Liability

General provisions

Any liability for damages exceeding that in the present General Terms of Sale shall be excluded irrespective of the legal nature of the asserted claim. This shall in particular apply to any claims for damages due to culpa in contrahendo, due to other violations of duty or due to tortious claims for compensation of damage to property. To the extent that the Seller's liability for damages towards the Purchaser² is excluded or limited, this shall also apply with regard to the personal liability for damages of the employees, workers, assistants, representatives and agents of the Seller.

The above shall not apply if the occurrence of damage is based on intent or gross negligence on the part of the Seller or his agents. Moreover, the exclusion of liability shall not apply to damages from a culpable injury to life, body or health.

Product liability

The Purchaser may use the object of sale only as intended, taking into consideration the Seller's instructions. He must ensure that the object of sale shall only be resold to third parties who are familiar with the product's risks and hazards. If he uses the object of sale as a base material and/or subproduct for his own products, the Purchaser shall be obliged to comply with any duties to warn when placing the final product on the market. In case of a violation of these duties to warn, the Purchaser shall indemnify the Seller from any third-party claims.

9 Terms of business of the paper industry

In addition to our Terms of Sale, the General Conditions of Sale of Paper and Board Manufacturers in EEC shall apply, provided that the individual issues have not already been settled by contract.

Closing provisions

The place of fulfilment for all deliveries and performances shall be our respective place of delivery, while for payment it shall be Kappelrodeck.

The place of jurisdiction shall be our head office, provided that the Purchaser is a merchant who has been entered as such in the commercial register, is a legal person of public law or has no general place of jurisdiction in the Federal Republic of Germany. However, we shall also be entitled to file an action against the Purchaser with the competent court for his registered office. These Terms of Business and the entire legal relationship between the Seller and the Purchaser shall be subject to the law of the Federal Republic of Germany. The applicability of the UN Convention on Contracts for the International Sale of Goods is expressly excluded.

Partial nullity

Should any provision within these Terms of Business or a provision within the scope of other agreements be ineffective in whole or in part, the validity of the remaining provisions or agreements shall remain unaffected.

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