

**1. General provisions**

- 1.1 Our offers and estimates are always non-binding, unless we have expressly stated in writing that the offer is binding or state a specific deadline by which an offer must be accepted. Oral or telephone agreements and any agreements made by our representatives or agents are only valid when confirmed in writing by our management.
- 1.2 All purchase contracts entered into with us are subject solely to our Terms and Conditions of Sale and Delivery ("T&Cs"). Any general terms and conditions of the buyer will not become part of the contract, even if we have not expressly objected to them, and are hereby rejected unless we have expressly agreed to their validity in writing. The buyer's terms and conditions will also not become part of the contract even if reference is made to them in orders and we do not expressly object to them or provide deliveries and services.
- 1.3 We can accept an order from the buyer, which qualifies as a legally binding offer to conclude a contract, within two weeks by sending an order confirmation or by sending the ordered products within the same period.

**2. Delivery periods, transfer of risk**

- 2.1 Unless confirmed by us in writing, all information regarding delivery periods is non-binding. The delivery time is deemed to have been met if, by expiry of this period, the goods have left the factory or are ready to be dispatched and we have not expressly agreed otherwise in writing.
- 2.2 Goods ordered on a call-off basis must be accepted by the buyer by the agreed acceptance date. If the buyer fails to meet binding call-off deadlines, we are entitled to charge the buyer for storage and other costs which may be incurred. We reserve the right to file claims over and above this.
- 2.3 The buyer is entitled to withdraw from the contract on the grounds of the delay in delivery if we are in default and if a reasonable deadline set by the buyer, combined with threat of refusal, has expired without results. Claims over and above this owing to delay in delivery will be governed solely by section 2.7 of these Terms and Conditions of Sale and Delivery.
- 2.4 At our request, the buyer is obliged to declare within a reasonable period whether it intends to withdraw from the contract owing to the delay in delivery and/or demand damages in lieu of performance or insist on delivery.
- 2.5 The risk of accidental loss or accidental deterioration of the goods will pass to the buyer when the goods leave the delivering factory, i.e. upon handover to the carrier or upon collection by the buyer. If it is impossible for the goods to be dispatched or if the buyer is in default with acceptance, we may store the goods for the account and at the risk of the buyer or put them in storage with a carrier. Our delivery obligation is fulfilled by the storage.
- 2.6 Delivery periods are extended automatically to a reasonable extent if the buyer does not fulfil its contractual duties (including unwritten duties to cooperate or obligations) in good time.
- 2.7 If we are in default (*Verzug*) with a delivery or service, our liability for damages, if any, will be limited to 0.5 % of the net invoice amount of the relevant delivery per

completed week of default, but not more than 5 % of the net invoice amount of the relevant delivery. This does not apply in as far as there is mandatory liability under statute in cases of intent, gross negligence or for bodily injury; any change to the burden of proof of the buyer is not associated herewith. This has no effect on the buyer's right to withdraw from the contract after a reasonable period has elapsed and/or to compensation for non-performance pursuant to section 6.

**3. Prices**

The prices are based on the raw material and production costs valid at the time of the conclusion of the contract. If these prices are not expressly agreed as fixed (i.e. unchangeable) and during the period between conclusion of the contract and delivery there are substantial changes in costs, we reserve the right to adjust our prices accordingly, unless the scheduled date of delivery is within four months of conclusion of the contract. This will also apply if a period of less than four months was agreed for delivery or performance, but due to reasons for which the buyer is responsible we can only render performance more than four months after the order confirmation or order.

**4. Deviations in dimensions, weights and quantities**

4.1 In the event of doubt the agreed dimensions for all corrugated cardboard products will be deemed to be the internal dimensions (length x width x height) in millimetres. Complaints may not be made regarding discrepancies in the dimensions caused by the nature of the corrugated cardboard itself and its processing. Complaints may not be made regarding variations in the weight of 8 % more or less, which is standard practice in the trade, or in the quantities supplied for orders of the following quantities:

- up to 500 pieces 25 %      up to 5,000 pieces 15 %
- up to 1,000 pieces 20 %    over 5,000 pieces 10 %.

4.2 The technical properties of our corrugated cardboard products can only be warranted for six months after delivery and proper storage.

4.3 Complaints may not be made regarding consignments of paper if

- a) the substance, i.e. the weight/m<sup>2</sup> of the paper at an atmospheric humidity of 50 %, does not exceed or fall short of the weight ordered by over 5 %.
- b) the dimensions of the roll widths do not deviate from the dimensions ordered by more than 0.5 cm,
- c) the goods despatched comply with the sample provided within the tolerances deemed commercially and technically unavoidable.

**5. Claims owing to defects, limitation period**

5.1 The statutory provisions apply to the buyer's rights in the event of quality defects and defects in title (including incorrect delivery/insufficient quantities, faulty assembly or similar services or faulty instructions), subject to deviating or supplementary provisions in these T&Cs.

5.2 We warrant exclusively that the goods have the quality expressly agreed upon conclusion of the contract and are suitable for the use expressly agreed upon in the

- contract (e.g. in the product specifications or in the product description). We reserve the right to make changes to the design and/or execution that do not affect the functionality or value of the delivery item and do not constitute a defect.
- 5.3 Unless it has been expressly agreed that acceptance must take place, the buyer must inspect the goods delivered in accordance with section 377 German Commercial Code (*HGB*) without undue delay after delivery to the buyer or to a third party designated by the buyer and report any defects to us without undue delay. Section 442 German Civil Code (*BGB*) remains unaffected. Such notification must be in writing/text form and, in the interest of time, must be made by email or fax. Notification must be sent without undue delay, but at the latest within (aa) five working days after delivery (section 377 (1) German Commercial Code (*HGB*)) or (bb) – if the defect was not apparent during inspection after delivery (section 377 (2) and (3) German Commercial Code (*HGB*)) – three working days after the defect has been detected.
- 5.4 We do not accept liability for slight deviations in the material composition, sizing, smoothness, purity and hardness of the paper layers used and the adhesiveness, stapling and printing, unless we have provided a guarantee to this effect.
- 5.5 We will not be liable owing to public statements made in our advertising, or in the advertising of any other manufacturer of goods supplied to us or their agents, if the buyer is unable to prove that the statements influenced its decision to purchase or if we were not and could not be expected to be aware of such statement, or if the statement had already been rectified at the time the buyer decided to make the purchase.
- 5.6 If the buyer demands subsequent fulfilment on the grounds of a defect, we may choose whether to remedy the defect ourselves or to supply defect-free goods in replacement. Goods which have been replaced must be returned to us. If defect remedy or replacement are not possible, are refused or do not take place for reasons within our sphere of responsibility within expiry of a reasonable deadline set by the buyer or if they fail, the buyer may at its own discretion withdraw from the contract or demand a reduction in the purchase price.
- 5.7 We only regard guarantees for the quality of the goods as binding on us if our management has confirmed them as such in writing.
- 5.8 All claims for defects of the buyer due to a defect will become time-barred in deviation from section 438 (1) no. 3 German Civil Code (*BGB*) one year after delivery of the goods. This will not apply in cases of section 6; in these cases the respective statutory limitation period will apply.
- 5.9 The rights of the buyer pursuant to sections 478, 479 German Civil Code (*BGB*) remain unaffected.
- 6. Liability**
- 6.1 We have unlimited liability – regardless of the legal reason – for compensation for losses based on wilful or grossly negligent breach of duty on our part or by any of our legal representatives or vicarious agents, in the event of fraudulent concealment of a defect, as well as in the event of the assumption of a guarantee of quality or a procurement risk that is subject to compensation.
- 6.2 In the event of a merely slightly or ordinarily negligent breach of duty by us or one of our legal representatives or vicarious agents we will (subject to a milder level of liability pursuant to statute) be liable
- for damages based thereon arising from injury to life, limb or health,
  - for losses arising from a breach of material contractual duties. Material contractual duties are those duties which are essential for proper performance of the contract and on the fulfilment of which the buyer regularly relies and is entitled to rely. In such cases, however, our liability is limited in amount to losses which are typical of this type of contract and which were foreseeable at the time the contract was concluded.
- 6.3 Any mandatory statutory liability, including without limitation under the German Product Liability Act (*ProdHaftG*) remains unaffected.
- 6.4 If claims for damages against us are excluded or limited, this will also apply to the personal liability of our executive bodies, other employees and vicarious agents.
- 7. Payment terms**
- 7.1 Unless otherwise agreed, payment will be made within 14 days of receipt of the invoice, however no later than 14 days after delivery, without any deductions.
- 7.2 We only accept bills of exchange subject to express agreement, and then only as performance. Cheques and bills of exchange will only be regarded as cash payment when they have been finally cashed. All exchange and discount charges will be borne by the buyer.
- 7.3 After the 14th day after receipt of the invoice we will be entitled to interest after the due date of 5 % p.a. In addition, we are entitled to the statutory interest rate in the event of default on the part of the buyer.
- 8. Set-off, right of retention**
- 8.1 Claims may only be offset against counterclaims of the buyer if they are undisputed or final and absolute.
- 8.2 Assertion of a right of retention pursuant to section 273 German Civil Code (*BGB*) is permitted on the basis of counterclaims of the buyer provided these are undisputed or final and absolute. The defence to actions for breach of warranty of quality of title may not be asserted pursuant to section 320 German Civil Code (*BGB*) if the legitimacy of such claims is in doubt.
- 9. Retention of title**
- 9.1 The goods supplied will remain our property until the invoice for the claim resulting from the supply of goods has been settled.
- 9.2 Moreover, the goods supplied will remain our property until all claims existing at the time of delivery and future claims have been settled arising from delivery and performance in the case of cheques or bills of exchange when they have been finally encashed.
- 9.3 Where supplies are made on current account, the reservation of title will serve as security for any balances due to us.

- 9.4 In deviation from section 950 German Civil Code (*BGB*) reworking and processing will take place on our behalf in the form that we acquire co-title in the newly produced item pro rata on the ratio of its value to the invoice value of our consignment, whereby we will not enter into any obligations thereby. The new item which is generated by virtue of the processing will be treated as goods under reservation of title within the meaning of these terms and conditions. The buyer's claims from re-sale of the reserved goods are hereby assigned to us along with all ancillary rights in the amount of the purchase price claim due to us.  
We hereby revocably authorise the buyer to collect claims assigned to us in its own name for our account. The direct debit authorisation may only be revoked if the buyer is in default with its payment obligations (*Zahlungsverzug*) if its financial situation seriously deteriorates and insolvency or similar proceedings have been commenced with regard to the buyer's assets or if such proceedings are imminent. If the assigned claim against the third-party buyer has been included in a current account, the agreed assignment also refers to the current account claims. We hereby accept the assignment.
- 9.5 There is agreement that if the reserved goods are used as packaging for goods produced by or to be supplied by the buyer, co-title in the packaged goods will pass to us pro rata according to the ratio of the invoice value of the reserved goods to the invoice value or, in the absence of an invoice value, to the current value of the packaged goods. To that extent the packaged goods will be held for us by the buyer with the usual care free of charge. If the buyer sells the goods packaged in this way to a third-party, the buyer's claim against that third party for the goods supplied will be deemed to have been assigned to us in the amount of the invoice value of the reserved goods even if the packaging material is not invoiced separately. We hereby accept the assignment. Once the amount assigned has been received, we will calculate the accrued interest and the costs and reimburse the unused additional amount.
- 9.6 The buyer is only entitled and authorised to process further and resell the reserved goods or the goods packaged using the reserved goods on condition that title in the new item or the purchase price claim against the third-party buyer will pass to us according to the above provisions, that the buyer for its part reserves title and passes any bills of exchange received from the third-party buyer to us.
- 9.7 The buyer is not authorised to make other disposals of the reserved goods, in particular it is not authorised to pledge or transfer as security.
- 9.8 If, despite this, the buyer disposes of the reserved goods in this way or if the direct debit authorisation is revoked for reasons stated above, the buyer will at our request inform the third-party buyer of the assignment, provide us with the information required to enable us to assert our rights, and hand over documents. This also applies to seizures and other third-party claims to the reserved goods, which will be reported to us without undue delay.
- 9.9 If the realisable value of the securities provided to us exceeds the total value of the claims due to us from supplies by more than 10 %, we will release collateral at our discretion if so requested by the buyer.
- 9.10 In the event of default with payment (*Zahlungsverzug*), the buyer, in the event that we rescind the contract, will release the goods supplied subject to reservation of title. For this eventuality the buyer hereby irrevocably permits us to collect the reserved goods immediately and to have unobstructed access to its business premises and storerooms for this purpose. If we assert title in or seize the reserved goods this will not be deemed to be withdrawal from the contract. If we take back goods supplied on reservation of title, we are only obliged to issue a credit note for its waste paper value.
- 9.11 The buyer will notify us without undue delay of pledges, confiscations or other disposals or claims of third parties with regard to the reserved goods. The buyer will bear the costs of a justifiable third-party action raised by us if these cannot be recovered from the defendant third party.
- 10. Pallets, printing plates, tools, packaging**
- 10.1 Pallets which we supply with the goods will remain our property and will either be returned to us in natura or in the form of pallets of the same type, quality and quantity. In the event that such pallets are not returned despite the fact that we have set a deadline we are entitled to demand compensation in the form of the replacement cost of the number of pallets concerned. Cologne and Bonn Pallet Exchange will be deemed to have been agreed.
- 10.2 Printing plates, tools and other auxiliary materials produced by us or on our behalf will remain our property even if the buyer has paid for the production costs in whole or part.
- 10.3 In accordance with the German Packaging Act (*VerpackG*), we are obliged to take back transport packaging within the meaning of section 15 (1) sentence 1 German Packaging Act (*VerpackG*) free of charge at the place of actual handover or in its immediate vicinity. If this is not possible, you have the option of returning the packaging to us.
- 11. Force majeure**
- 11.1 Operational disruptions of any kind, in particular plant shutdowns or operational restrictions due to defects in operating materials or raw materials for which we are not responsible, industrial disputes in our plants or industrial disputes in third-party plants and similar cases which result in a stoppage or reduction in production, fire, natural disasters, epidemics, pandemics, weather, floods, war, insurrection, terrorism, transport delays, strikes, lawful lock-outs, delays in obtaining any necessary official permits, official/sovereign measures will be deemed to be events of force majeure and will release us from compliance with the confirmed delivery period or from delivery for the duration of the event.
- 11.2 An event equivalent to section 11.1 will also be the incorrect or untimely delivery to us by one of our suppliers if we are not responsible for this in each case and if, at the time the contract with the buyer was concluded, we had entered into congruent substitute transactions with our respective distributors. This also applies if we enter into such substitute transactions without undue delay after concluding the contract with the buyer.
- 11.3 If we become aware of an occurrence within the meaning of section 11.1 or section 11.2, we will inform the buyer without undue delay. In the event of such an

occurrence, our performance periods/dates specified by us will be automatically extended/postponed by the duration of the occurrence, plus a reasonable start-up period. If such occurrences make it substantially more difficult or impossible for us to provide performance and are not only of temporary duration, we may rescind the contract.

**12. Third-party trade marks**

If, in the case of orders for corrugated cardboard packaging, the buyer wishes its trademark to be printed on it, it will provide us with a copy of the trademark application filed with the German Patent and Trademark Office. If printing the buyer's trademark infringes third-party trademark rights and if, as a result, third-party claims are filed against us, the buyer will indemnify us from such claims on first written call, including any expenses which we incur therefrom.

**13. Place of performance, place of jurisdiction, applicable law**

- 13.1 The place of performance and payment will be the respective place of our delivering factory; the place of jurisdiction for all disputes arising from or in connection with these T&Cs will be Stuttgart. Sentence 1 will only apply if the buyer is a merchant, a legal person under public law or a special public fund.
- 13.2 All legal relationships (these T&Cs and the entire contractual relationship between us and the buyer, as well as non-contractual claims arising in connection with these T&Cs or the contractual relationship) between the buyer and us will be governed exclusively by the laws of the Federal Republic of Germany, to the exclusion of the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 13.3 Should any provision of these T&Cs or of any additional agreements concluded be or become invalid, this will not affect the validity of the other conditions. The contractual parties will endeavour to replace the invalid provision with a legally permissible and enforceable provision that reflects as closely as possible the commercial intent of the invalid provision. This also applies in the event of a lacuna. In this case, the contractual parties will endeavour to negotiate an agreement with the content to which they would have agreed within the meaning of these T&Cs if the lacuna had been known at the time of the conclusion of the contract.