

GENERAL TERMS AND CONDITIONS OF PURCHASE OF INTER-PAPIER-HANDELSGESELLSCHAFT MBH

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§ 1 SCOPE OF APPLICATION

- (1) All deliveries, services and offers to Inter-Papier-Handelsgesellschaft mbH (hereinafter "**Inter-Papier**") shall be made exclusively on the basis of these General Terms and Conditions of Purchase (hereinafter "**GTP**"). The GTP shall also apply to all future deliveries, services or offers of our contractual partners (hereinafter "**Seller**"), even if they are not separately agreed again.
- (2) The GTP shall apply exclusively. The Seller's General Terms and Conditions, to which the Seller has referred in its offer or acceptance, shall only be included in the contractual relationship if Inter-Papier has expressly consented to them in writing. This consent requirement shall apply in any case, for example even if Inter-Papier accepts the Seller's delivery to it without reservation in the knowledge of the Seller's General Terms and Conditions.
- (3) Individual agreements made with the Seller in individual cases shall in any case take precedence over these GTP. Subject to proof to the

contrary, a written contract or the written confirmation of Inter-Papier shall be decisive for the content of such agreements.

- (4) The purchasing staff of Inter-Papier as well as representatives of Inter-Papier shall not be entitled to enter into verbal agreements with the Seller by which these GTP are amended or supplemented.
- (5) For the interpretation of customary delivery clauses, the Incoterms in the version valid at the time of conclusion of the contract shall apply, unless otherwise indicated.

§ 2 CONCLUSION OF CONTRACT

- (1) An order shall be deemed binding at the earliest upon written submission or confirmation.
- (2) The Seller is required to confirm an order in writing within a period of 14 days (acceptance). A delayed acceptance shall be deemed a new offer and requires acceptance by Inter-Papier.

§ 3 DELIVERY DATES, FIXED-DATE PURCHASE, DELAY IN DELIVERY

- (1) The delivery time stated in the order or otherwise applicable according to these GTP is binding.
- (2) Early deliveries shall only be permitted with the prior consent of Inter-Papier.
- (3) The Seller shall be obliged to inform Inter-Papier immediately in writing if it is likely that it will not be able to meet agreed delivery times - for whatever reason.
- (4) Since Inter-Papier typically resells the ordered goods immediately, all orders which have as their object a delivery specified by date and place are so-called fixed-date agreements, whereby time would be of the essence. In this case, in the event of a delay in delivery, Inter-Papier shall have the right to cancel the contract without granting a curing period and, in the event of fault, to claim damages for non-performance.

- (5) If the day on which the delivery must be made at the latest can be determined on the basis of the contract, the Seller shall be in default upon expiry of this day without the need for a corresponding prior notice.
- (6) If the Seller does not perform or does not perform within the agreed delivery time or if he is in default, the rights of Inter-Papier - in particular to avoidance of the contract and damages - shall be determined in accordance with the statutory provisions. The regulations in Subsection 7 shall remain unaffected.
- (7) If the Seller is in default, Inter-Papier may - in addition to further statutory claims - demand lump-sum compensation for the damage caused by default in the amount of 1% of the net price per completed calendar week, but in total not more than 5% of the net price of the goods delivered late. Inter-Papier reserves the right to prove that higher damages have been incurred. The Seller may prove that no damage at all or only significantly less damage has been incurred.

§ 4 FORCE MAJEURE

- (1) In the event that the Seller is prevented from performing its obligations due to an event of force majeure and can prove the existence of such event by sufficient evidence, the performance of such obligations shall be suspended as long as the event of force majeure exists. A force majeure event is an unforeseeable event beyond the Seller's control.
- (2) Inter-Papier shall not be liable for impossibility of acceptance or for delays in acceptance insofar as these are caused by events of force majeure according to subsection 1 for which Inter-Papier is not responsible.
- (3) Inter-Papier shall have the right to avoid the contract without notice and without being liable to pay damages to the Seller if the context of the non-performance justifies avoidance of the contract or if the circumstances giving rise to the force majeure event last for more than thirty (30) days.

- (4) An event of force majeure on the part of the Seller cannot consist in a lack of personnel, production materials or resources, strike, breach of contract on the part of third parties commissioned by the Seller or financial problems on the part of the Seller.

§ 5 PLACE OF PERFORMANCE, SERVICE, TRANSFER OF RISK

- (1) The respective place of destination of the delivery is also the place of performance for the delivery and any curative performance (obligation to deliver).
- (2) The transfer of risk concerning accidental loss and accidental deterioration of the goods as well as the assumption of insurance costs shall be made in accordance with the Incoterms used in the order or order confirmation.

§ 6 PRICES AND TERMS OF PAYMENT

- (1) The price stated in the order is binding. After conclusion of the contract, the Seller is not entitled to increase the price.
- (2) Unless otherwise agreed, the price includes all services and ancillary services of the Seller as well as all ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance).
- (3) Payment shall be made after receipt of the proper invoice and delivery - the period commencing on the later date in each case - within 14 days with a 3% discount or within 30 days net.
- (4) The receipt of the transfer order by the Bank shall be sufficient for the timeliness of the payments owed by Inter-Papier.
- (5) Inter-Papier shall only be put into default by a written reminder from the Seller after the due date of payment.
- (6) The Seller shall only be entitled to offset claims of Inter-Papier against its own claims which are undisputed or recorded with res iudicata effect.

§ 7 RETENTION OF TITLE

Due to the fact that the goods ordered by Inter-Papier typically pass into new products by resale to third parties and processing there, all deliveries to Inter-Papier must be made free of retention of title.

§ 8 LIABILITY FOR DEFECTS

- (1) Any indications pertaining to the characteristics of the goods, quality-related or otherwise, and found on web sites, in apps, catalogues or other promotional or sales materials or product directories of (i) Seller; or (ii) of the manufacturer; or (iii) of a business entity that is an affiliated business (§ 290 of the German Commercial Code) of the Seller or of the manufacturer; or (iv) of any agent, distributor or franchisee of the Seller or of the manufacturer, are relevant for determining conformity of goods purchased, save to the extent otherwise agreed by way of an individual contract (§ 305b of the German Civil Code).
- (2) Inter-Papier shall be entitled to claims that are based on defects in full, irrespective of whether the defects in the individual case constitute a material breach of contract. The limitation period shall be 30 months, calculated from the transfer of risk. Claims based on defects shall not become statute-barred before the expiry of the limitation period.
- (3) Inter-Papier does not waive any claims based on defects by acceptance or by approval of samples or specimens submitted.
- (4) The seller shall examine the contractual products carefully before delivery in order to ensure that they are free of quality defects and comply with all quality requirements set forth in the contract. Any contractual products failing such examination shall not be delivered to Inter-Papier..
- (5) The contractual products shall only be inspected by Inter-Papier (or in case of direct deliveries to customers of Inter-Papier by the respective customer) for obvious defects. To that extent, Seller hereby waives any rights in accordance with Art. 38, 39 CISG. The cut-off period stipulated in Art. 39 Subsection 2 CISG shall not apply

- (6) Art. 43 CISG is explicitly excluded. Accordingly, Inter-Papier remains entitled to any and all contractual remedies or rights due to any third party claims in relation to the Contractual products (including but not limited to any rights or claims by third parties based on industrial or other intellectual property) regardless whether any such rights have been notified to the Seller.
- (7) A claim for damages due to defects shall, in particular in the case of resale of the delivered items, also extend to the expenses necessary for the purpose of curative performance vis-à-vis Inter-Papier's customers, in particular transport, travel, labour and material costs as well as compensation payments. The Seller shall indemnify Inter-Papier against these claims. Additionally, any claim to damages for defects shall, without limitation, encompass any damage arising from the interruption of business, whether on the part of Inter-Papier or its customers, it being understood that the unforeseeability shall not be an admissible defence against any such claim.

§ 9 CHOICE OF LAW, PLACE OF JURISDICTION, ARBITRATION CLAUSE

- (1) The law of the Federal Republic of Germany shall apply, including the UN Convention on Contracts for the International Sale of Goods.
- (2) Should individual provisions of these GTP be invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by the provision customary in the industry in question, or, in the absence of a permissible provision customary in the industry by the corresponding statutory provision.
- (3) All disputes arising out of and/or in connection with this contract shall be exclusively and finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with such Rules. The place of arbitration shall be Hamburg.