

**GENERAL TERMS AND CONDITIONS OF PURCHASE OF  
INTER-PAPIER SINGAPORE PTE LTD**

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**§ 1 SCOPE OF APPLICATION**

- (1) All deliveries, services and offers to Inter-Papier Singapore Pte Ltd (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. Any other terms referred to by the Seller in its offer, acceptance, or any correspondence as between Inter-Papier and the Seller, including but not limited to any general terms and conditions of the Seller (collectively, the "**Seller's Terms**"), shall not form part of the contract terms as between Inter-Papier and the Seller, save for any of the Seller's Terms that Inter-Papier has expressly consented to in writing. This consent requirement shall apply in any case, for example even if Inter-Papier accepts the Seller's

delivery to it without any reservation of rights or any reference to the Seller's Terms. In the event of any conflict between the GTP and any Seller's Terms which Inter-Papier has expressly consented to in writing, the GTP shall prevail.

- (3) The purchasing staff of Inter-Papier as well as representatives of Inter-Papier shall not be entitled to (a) enter into verbal agreements with Sellers; and/or (b) enter into verbal agreements with Sellers to amend, vary, or supplement the GTP.
- (4) For the interpretation of customary delivery clauses, the Incoterms in the version valid at the time of conclusion of the Purchase Order shall apply, unless otherwise indicated.

## § 2 ORDERS

- (1) Any orders made by Inter-Papier shall be submitted to the Seller in writing (each a "**Purchase Order**") which shall set out the following terms:
  - (a) each product it is ordering;
  - (b) the quantity of each product it is ordering;
  - (c) the price of each product it is ordering;
  - (d) the location for delivery;
  - (e) the delivery date; and
  - (f) the applicable Incoterm.
- (2) A Purchase Order may also set out, in addition to the matters at clause 2(1) above, any other terms in respect of the specifications, requirements, and/or attributes of the products ordered.
- (3) Purchaser Orders shall be processed as follows:
  - (a) within 14 days of receiving a Purchase Order from Inter-Papier, the Seller shall accept, reject, or propose a modification to the Purchase Order by sending Inter-Papier written notice of its acceptance, rejection, or proposed modification;
  - (b) if the Seller fails to notify Inter-Papier of its acceptance, rejection, or proposed modification within such time period, Inter-Papier may,

- at its sole discretion (i) deem that the Seller accepted the Purchase Order; or (ii) treat the Purchase Order as lapsed; and
- (c) the Seller may propose a modification to a Purchase Order by including in its notice to Inter-Papier a modified Purchase Order for Inter-Papier to accept or reject. If Inter-Papier does not notify the Seller of its acceptance, rejection, or proposed modification of the modified Purchase Order, Inter-Papier shall not be deemed to have accepted the modified Purchase Order.
- (4) Upon the acceptance of a Purchase Order pursuant to clause 2(3) above, the terms set out at clauses 2(1) and 2(2) above shall form part of the terms of the Purchase Order.
- (5) Inter-Papier may terminate any Purchase Order with immediate effect by delivering notice of the termination to the Seller, if the Seller (a) fails to perform, has made or makes any inaccuracy in, or otherwise breaches, any of its obligations, covenants, or representations in the Purchase Order, and/or (b) breaches any of the terms of the Purchase Order. In such an event, Inter-Papier shall have all rights against the Seller as provided for in law.

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

- (1) The delivery time stated in the Purchase Order or otherwise applicable according to these GTP is binding, time being of the essence. In the event of a delay in delivery, Inter-Papier shall have the right to cancel the contract without granting the Seller time to rectify such breach, and claim damages.
- (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) 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.
- (5) If the Seller does not perform, does not perform within the agreed delivery time, or is otherwise in default, Inter-Papier shall have all rights against the Seller as provided for in law.
- (6) If the Seller is in default, Inter-Papier may, in addition to its rights under law, demand lump-sum compensation for the damage caused by default in the amount of 1% of the net price per calendar week of delay in delivery, 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.

#### **§ 4 FORCE MAJEURE**

- (1) Subject to clause 4(2) below, neither party shall be in breach of this GTP or its obligations under a Purchase Order, nor liable for any failure to perform, or delay in performing, any obligation under this GTP or a Purchase Order (including in particular any obligation on Inter-Papier's part to accept deliver) if the failure or delay results from any event, circumstance or cause beyond its reasonable control or ability to foresee such event. Subject to clause 4(2) below, the affected party shall be entitled to a reasonable extension of the time for performing the obligation. For the avoidance of doubt but on a non-exhaustive basis, each of the following shall be regarded as an event, circumstance or cause beyond the reasonable control of a party: terrorist attack, civil war, civil commotion or riots, war, armed conflict, trade embargo, insurrection, power supply failure, fire, flood, earthquake, explosion, or strike of lightning.
- (2) If the failure or delay under clause 4(1) exceeds 30 days, Inter-Papier may terminate this GTP and/or the Purchase Order(s), upon which the Seller shall have no recourse against Inter-Papier.

- (3) For the avoidance of doubt but on a non-exhaustive basis, each of the following shall not be regarded as an event, circumstance or cause beyond the reasonable control of the Seller: a lack of personnel, production materials or resources, strike, breach of contract on the part of third parties commissioned by the Seller, financial problems on the part of the Seller, or pandemic.

## **§ 5 PLACE OF PERFORMANCE, SERVICE, TRANSFER OF RISK**

- (1) 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 Incoterm used in the Purchase Order.

## **§ 6 PRICES AND TERMS OF PAYMENT**

- (1) The price stated in the Purchase Order is binding. After acceptance of the Purchase Order pursuant to clause 2 above, 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) In the event that the Purchase Order does not specify payment terms, payment shall be made after the later of (i) receipt of the Seller's invoice (in such form as is acceptable to Inter-Papier at its sole discretion); or (ii) delivery, as follows:
  - (a) within 14 days: Inter-Papier shall be entitled to a 3% discount; or
  - (b) within 30 days net.
- (4) Inter-Papier shall be deemed to have made payment on the date of receipt of the transfer order by Inter-Papier's Bank.
- (5) Inter-Papier shall not be deemed to be in default of its payment obligations, unless the Seller has issued a written reminder after the due date of payment and 21 days have elapsed without payment.
- (6) The Seller shall only be entitled to offset claims of Inter-Papier against its own claims which are undisputed by Inter-Papier.

## **§ 7 RETENTION OF TITLE**

- (1) Due to the fact that the goods ordered by Inter-Papier typically pass into new products by resale to third parties and processing thereof, all deliveries to Inter-Papier or its customers shall be made free of retention of title.

## **§ 8 LIABILITY FOR DEFECTS**

- (1) Inter-Papier shall be entitled to bring claims based on any defects in the products delivered, 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.
- (2) Inter-Papier's acceptance of delivery and/or approval of samples or specimens provided by Seller does not constitute a waiver of any claims it may have against the Seller due to defects in the products delivered.
- (3) The seller shall examine the products to be delivered 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 products failing such examination shall not be delivered to Inter-Papier.
- (4) The products to be delivered 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. The CISG shall not apply as between Inter-Papier and the Seller.
- (5) In the event that the products delivered are directly or subsequently delivered to customer(s) of Inter-Papier, and the said customer(s) reject the contractual products for any reason whatsoever, the Seller shall indemnify Inter-Papier in full against any and all loss suffered by Inter-Papier as a result of such rejection. ¶

- (6) Inter-Papier remains entitled to any and all contractual remedies or rights due to any third party claims in relation to the products delivered (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 in products shall, in particular in the case of resale of the delivered items, also extend to the expenses necessary for the purpose of Inter-Papier meeting its obligations to its customers, in particular transport, travel, labour and material costs as well as compensation payments. The Seller shall indemnify Inter-Papier in full against these claims.
- (8) The Seller hereby indemnifies, and shall keep indemnified Inter-Papier, and agrees to defend and hold the Inter-Papier harmless from any and all claims, causes of action, fines, penalties, liabilities (including statutory and other liability under worker's compensation, professional negligence matters and other employer's liability laws), damages, suits or judgments, including costs of investigation, court costs and attorney's fees, arising directly or indirectly from, as a result of, or in connection with the supply of products by the Seller pursuant to this GTP or any Purchase Order, or any breach of this GTP or any Purchase Order by the Seller or in connection with claims for damages as the result of injury or death of any person or damage to property sustained by the Seller and all other persons which either arise from or in any manner, directly or indirectly, grow out of any statutory basis of liability or from an act, error, omission or neglect by the Seller, its partners, agents, employees, customers, invitees, contractors and sub-contractors, and Inter-Papier shall have no obligation or liability in connection therewith or arising therefrom and without any substantial contributing action or inaction on the part of the Seller. Inter-Papier shall have the right to approve the attorney to defend any such claim or cause of action against which Inter-Papier is indemnified hereby by the Seller's expense if such action is brought against Inter-Papier. This indemnification is intended to cover any parent or direct or indirect

subsidiary of Inter-Papier, any division or affiliate and its and their respective officers, directors, agents, employees, representatives, sub-licensors and assigns.

## **§ 9 REPRESENTATIONS**

- (1) The Seller represents and warrants to Inter-Papier, with the intention that Inter-Papier will rely thereon in entering into this GTP, that:
  - (a) the Seller is a corporation duly organised, validly existing, of good standing under the laws of the jurisdiction where it was incorporated and qualified to do business under the laws of Singapore;
  - (b) the execution, delivery and performance of this GTP or a Purchase Order does not conflict with, or constitute a breach of any contract, agreement, mortgage, bylaw provision, lease or restriction of any nature to which the Seller is a party. So long as this GTP is in effect, the Seller will not undertake any obligations the performance of which would constitute a breach hereunder or would affect the Seller's performance hereunder;
  - (c) the Seller has all necessary corporate power and authority to execute, deliver and perform this GTP and the Purchase Orders, and this GTP and the Purchase Orders shall be valid, binding and enforceable in accordance with the terms hereunder upon the Seller and its successors and assigns when executed;
  - (d) except as expressly disclosed by the Seller to Inter-Papier in writing prior to the execution of this GTP, there are no actions, suits, proceedings, or investigations pending, or to the knowledge of any of the officers or directors of the Seller, threatened in any court or before any governmental agency or instrumentality, or to the knowledge of the officers and directors of the Seller, any basis for any claim, action, suit, proceeding or investigation, which affects or could affect, directly or indirectly, the Seller, any of the assets, properties, rights or business of the Seller, or the right of the Seller



- to operate and use its assets, properties or rights and carry on its business;
- (e) no steps have been taken for the dissolution of the Seller nor have any legal proceedings been commenced or threatened for the dissolution of the Seller or for the appointment of a receiver, trustee, judicial manager or similar officer of the Seller or any of its assets;
  - (f) the Seller has disclosed to Inter-Papier all information which is material and relevant in respect of its business and in the context of this GTP and has not omitted to disclose any information the omission of which may cause the information disclosed to Inter-Papier to be misleading in any way; and
  - (g) all information provided to or disclosed to Inter-Papier is true accurate and up-to-date in all respects and all documents furnished to Inter-Papier are up-to-date and (if copies) are true and accurate copies of the original documents.
- (2) All representations and warranties of the Seller contained in this GTP shall be complete, correct and accurate on the date of execution, shall remain in effect thereafter so long as this GTP is in effect and shall survive any termination of this GTP. The Seller shall inform Inter-Papier in writing immediately if any of the representations and warranties of the Seller contained herein shall become incomplete, incorrect or inaccurate for any reason whatsoever, and the Seller shall immediately take efforts to rectify such situation. The Seller's failure to immediately inform the Inter-Papier of such situation or to correct such situation shall be a material breach of this GTP.
- (3) The Seller undertakes to comply with all applicable laws and regulations in the conduct of its business at all times.

## **§ 10 OTHER CLAUSES**

- (1) Inter-Papier may terminate this GTP for any reason on 30 days' notice to the Seller.

- (2) Inter-Papier may terminate this GTP with immediate effect by delivering notice of the termination to the Seller, if the Seller fails to perform, has made or makes any inaccuracy in, or otherwise breaches, any of its obligations, covenants, or representations.
- (3) On the termination of this GTP, Inter-Papier and the Seller's rights and obligations under this GTP will cease immediately. However, even after termination of this GTP, the Seller shall (a) pay any amounts it owes to Inter-Papier, and (b) refund any payments received but not yet earned, including payments for services not rendered, work not performed, or goods not delivered, expenses forwarded.
- (4) Except with the prior written consent of Inter-Papier, the Seller may not assign, transfer, charge or otherwise deal with any of its rights or obligations under this GTP or a Purchase Order nor grant, declare, create or dispose of any right or interest in it, or sub-contract the performance of any of its obligations under this GTP or a Purchase Order.
- (5) This GTP and the Purchase Orders will be binding upon and inure to the benefit of the parties and their respective legal representatives, successors and permitted assigns.
- (6) The Seller agrees that Inter-Papier shall be entitled to require specific performance from the Seller.
- (7) The failure of Inter-Papier to enforce at any time or for any period of time any provision of this GTP or a Purchase Order will not be construed to be a waiver of such provision or of the right of Inter-Papier thereafter to enforce each such provision and shall not be construed to be a waiver of any subsequent breaches by the Seller to comply with any provision of this GTP or a Purchase Order.
- (8) No remedy conferred by any of the provisions of this GTP or a Purchase Order is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more

of such remedies by Inter-Papier shall not constitute a waiver by Inter-Papier of the right to pursue any other available remedies.

- (9) The Seller acknowledges that it has been advised to seek other appropriate independent advice and that the decision to enter into this GTP or any Purchase Orders has been taken solely on the basis of personal judgment and experience of the Seller having taken such independent advice. Accordingly, the Seller acknowledges that no representation warranty inducement or promise express or implied had been made by Inter-Papier or relied upon by the Seller in entering into this GTP or any Purchase Order.
- (10) Nothing in this GTP or the Purchase Orders shall constitute a partnership between the parties nor make either party the agent of the other party for any purpose.
- (11) At its own cost, the Seller and its affiliates shall do anything that is required by law or may be necessary or desirable to implement and give effect to this GTP and the Purchase Orders.
- (12) Any notice to be given by one party to the other party in connection with this GTP or any Purchase Order shall be in writing in English and signed by or on behalf of the party giving it. It shall be delivered by email, registered post or courier using an internationally recognised courier company. A notice shall be effective upon receipt and shall be deemed to have been received (a) at the time of delivery, if delivered by registered post or courier; or (b) at the time of transmission if delivered by email.
- (13) This GTP sets out the whole agreement between the parties in respect of any Purchase Orders and supersedes any previous draft, agreement, arrangement or understanding, whether in writing or not, relating to such Purchase Orders. It is agreed that the Seller has not relied on or shall have any claim or remedy arising under or in connection with any statement, representation, warranty or undertaking made by or on behalf of Inter-Papier in relation to the Purchase Orders that is not expressly set out in this GTP.

- (14) Each of the provisions of this GTP is severable. If and to the extent that any provision of this GTP: (a) is held to be, or becomes, invalid or unenforceable under the law of any jurisdiction; but (b) would be valid, binding and enforceable if some part of the provision were deleted or amended, then the provision shall apply with the minimum modifications necessary to make it valid, binding and enforceable and neither the validity or enforceability of the remaining provisions of this Agreement, nor the validity or enforceability of that provision under the law of any other jurisdiction, shall in any way be affected or impaired as a result of this clause.
- (15) A person who is not a Party to this GTP or any Purchase Order shall have no right under the Contracts (Rights of Third Parties) Act (Cap 53B) of Singapore to enforce any of its terms.

## **§ 11 CHOICE OF LAW, PLACE OF JURISDICTION, ARBITRATION CLAUSE**

- (1) This Agreement, the Purchase Orders, and any non-contractual obligations arising out of, or in connection with them, shall be governed by, and interpreted in accordance with, Singapore law.
- (2) Any dispute arising out of or in connection with this GTP, any Purchase Orders, and any other documents relating to this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The arbitration tribunal shall consist of one arbitrator to be appointed by the President of the Court of Arbitration of the SIAC. The language of the arbitration shall be English.
- (3) In the event that recourse to the courts shall be necessary for the purpose of determining any question of law required to be determined for

arbitration, the parties hereto hereby submit to the non-exclusive jurisdiction of the Courts of the Republic of Singapore.