

General Terms and Conditions of Purchase of Drewsen Spezialpapiere GmbH & Co. KG

Status: 01/08/2015

I. Preamble

The purchase, supply and payment terms hereafter made available to the buyer are applicable vis-à-vis companies within the meaning of § 14 BGB. They are also applicable to any future business transactions with the buyer. Any conditions deviating from them are subject to a special written agreement. In case the supply and payment conditions of the contractual partners are contradictory, the following terms and conditions shall be applicable exclusively:

II. General Purchase, Supply and Payment Terms

1. Offer

- 1.1 Unless agreed upon otherwise, all offers are non-binding and without engagement. The conclusion of the contract is subject to the correct and timely delivery on the part of our suppliers.
- 1.2 The order is acknowledged by us in writing. The contents of the acknowledgement is exclusively decisive for the contents of the contract. The contents of oral agreements shall only be binding for the contract if they are confirmed in writing.
- 1.3 Documents being part of the offer, such as drawings, cost estimates, samples and other items and documents made available shall remain our property and may only be used for the fulfilment of the contract. The copyrights remain with us.

2. Delivery time and Delivery Conditions

- 2.1 Delivery dates are approximate and non-binding. They are subject to a timely delivery on the part of the suppliers. They shall only become binding if they are explicitly designated as binding by us in writing.
- 2.2 Unless explicitly agreed upon otherwise, the prices for the shipment are to be understood carriage paid to the place of destination agreed upon. The choice of the means of transport resides with us. For the purpose of calculating the freight charges to be borne by us the largest distance shall be the distance to the place of destination indicated in the order acknowledgement. Any increase of the freight charges caused by a subsequent change of the means of transport, the routing, the place of destination or of any circumstance affecting the freight charges shall be at the buyer's expense. In case of delivery

to a place of destination nearer than the one indicated in the order acknowledgement the freight charges shall be borne by us only until the actual place of destination.

- 2.3 The transport of the goods shall be effected at the buyer's risk; the risk shall pass to the buyer upon handover to the carrier, the rail, the mail or upon loading into our vehicles for delivery purposes resp. upon self collect.

3. Prices

- 3.1 Our prices are to be understood net. To this will be added the legal VAT applicable at the time of supply. This shall not be applicable in case the buyer is not a merchant within the meaning of the BGB.
- 3.2 In case the delivery date is more than four months later than the contract conclusion and we have incurred non-foreseeable cost increases with regard to the goods after conclusion of the contract, we shall be entitled at our reasonable discretion to increase the price agreed upon correspondingly.
- 3.3 The buyer shall be obligated to pay the price for the entire quantity ordered, even in case he does not take it completely.

4. Payment

- 4.1 Unless explicitly agreed upon otherwise, the invoiced amount shall become due for payment 30 days after date of invoice. A deduction of discount shall only be admissible in case of explicit written agreement. In case of bills of exchange and accepted bills the acceptance of which is subject to a respective understanding all costs and expenses shall be at the buyer's charge.
- 4.2 The customer ensures his creditworthiness explicitly by way of his binding placement of order. In case of subsequent justified doubts with regard to the creditworthiness, we shall be entitled at our discretion either to withdraw from the contract or to make the delivery subject to advance payment or the provision of securities. Moreover we shall be entitled to have mature any open receivables against the buyer. In case the receivables exceed the obligation approved by the provider of the collateral, the buyer shall be committed to cover the amount exceeding the secured obligation immediately by payment or collateral.
- 4.3 Our claims may only be set off against an indisputable or legally determined claim of the buyer. The buyer shall only be entitled to a right of retention in case his counterclaim is based on the same contract.
- 4.4 We shall be entitled to assign claims against the buyer to third parties.

5. Warranty and Indemnification

- 5.1 Any samples provided are average samples. Indications in leaflets, other advertising messages, consultings etc. shall not be deemed appropriate to constitute certain features of the object of purchase. The documents being part of the offer such as images, drawings and indications of weight shall be approximately decisive unless explicitly described as binding. For technical reasons deviations from the colours of the samples shown in the leaflet shall remain reserved. Contractual agreements with regard to characteristics shall only be deemed a granting of a guarantee within the meaning of § 443 BGB in case this is explicitly agreed upon in writing.
- 5.2 The buyer shall be obligated to thoroughly check the contractual object upon delivery without delay and to take random samples as far as necessary. Any obvious defects shall be notified in writing and in detail promptly after arrival and before use of the contractual object, at the latest however within 8 days after receipt. Hidden defects shall be notified the same way within a period of three days after becoming noticed. In case of a complaint not in compliance with the proper form and timing the condition of the contractual object shall be deemed approved. Claims of material defects may no longer be asserted. A waiver regarding the objection to delay shall only be effected explicitly and in writing. Any correction of fault after expiry of the deadline for complaint shall be deemed a gesture of goodwill.
- 5.3 In case of justified complaint the buyer shall grant an appropriate time limit for cure which as a rule should be at least four weeks. The cure can be effected at our discretion either by elimination of the defect or by the supply of new goods.
- 5.4 In accordance with the aforementioned regulations we provide for a warranty of one year following the date of delivery. This shall not apply in case mandatory legal prescriptions provide for a longer period of limitation.
- 5.5 In case we or our vicarious agents give advice or information or express a recommendation before, upon or after contract conclusion or in an other connection, we shall only be liable in case a corresponding remuneration has been agreed upon in accordance with the applicable scale of fees.

6. Limitation of Liability

- 6.1 If nothing else arises from this agreement, the vendor is liable for breaching contractual and non-contractual duties according to legal regulations.

With slight negligence we are only liable for damages from breach of essential contractual obligations (obligations the fulfilment of which only make proper execution of the contract possible, or on whose compliance the contractual party relies on regularly and may rely on.) In this case our liability is limited to the average damage that is foreseeable,

typical for the contract and direct according to the kind of goods on conclusion of the contract. This also applies to slight negligence of duty of our legal representatives and assistants.

6.2 The aforementioned limitations of liability shall be applicable to all claims for damages, irrespective of the legal grounds.

However, the aforementioned limitations of liability do not restrict a legally mandatory liability, in particular a liability within the meaning of the product liability law, the liability resulting from the assumption of a guarantee or the liability for culpably caused bodily harm as well as for wilful intent or gross negligence.

7. Retention of Title

7.1 We reserve the right to retention of title to all goods supplied by us until payment of our entire receivables resulting from the business relationship. This shall also apply in case the purchase price is paid for a certain shipment designated by the customer, as the retained title serves as collateral for our claim.

7.2 The buyer shall be entitled to re-sell the reserved goods in the ordinary course of business. Already now he cedes to us all claims due to him against his customers or third parties in the frame of the re-sale. In case reserved goods are sold unprocessed or after processing in connection with objects exclusively in our property, the buyer shall already now cede to us his claims resulting from the re-sale up to the full amount. In case reserved goods are sold by the buyer - after processing/combination - together with goods not belonging to us, the buyer shall cede to us already now with prior ranking his claim resulting from the re-sale up to the value of the reserved goods with all sub-titles. We accept this assignment. The buyer shall remain entitled to collect receivables also after the assignment. Our entitlement to collect the receivables ourselves shall remain unaffected, however we commit not to collect the receivables ourselves as long as the buyer duly observes his payment obligations. We are entitled to request that the buyer provides for all information necessary for the collection, submits the corresponding documents and notifies the debtor of the assignment.

7.3 A possible processing of the reserved goods shall be effected for us by the buyer without our incurring any obligations in this respect. Upon processing, combination, blending or mixing of the reserved goods with other goods not belonging to us, we shall acquire the co-ownership of the new item proportionate to the value of the reserved goods compared to the other goods processed at the time of the processing, combination, blending or mixing. In case the buyer acquires the sole ownership of the new item, the contractual parties are in agreement that the buyer shall acquire and keep for us free of charge co-

ownership of the new item proportionate to the value of the processed resp. combined, blended or mixed reserved goods.

- 7.4 In case a reciprocal liability on our part is generated in connection with the payment of the purchase price by the buyer, the retention of title as well as the corresponding receivables from delivery of goods shall not be cancelled before the cancellation of the acceptance liability.
- 7.5 In case the value of the existing securities exceeds the value of the receivables to be secured by more than 20 %, we shall be committed to a release in this respect upon the buyer's request. The selection of the securities to be re-assigned shall be done by us.
- 7.6 We shall be entitled to request the surrender of the objects belonging to us at any time, in particular to exercise the right of selection or assignment of the claim of counterperformance in the insolvency proceedings in case the fulfilment of the claim is jeopardized by the buyer, in particular in case insolvency proceedings have been initiated with regard to his assets or in case his pecuniary circumstances have deteriorated considerably. The exercising of the retention of title as well as a seizure of the supplied goods does not constitute a withdrawal from the contract.
- 7.7 In case of pledging, seizure of the reserved goods or other orders or interventions by third parties with regard to our rights, the buyer shall inform us without delay and upon consultation with us shall do anything necessary in order to prevent the endangerment. In case this becomes necessary in order to protect the reserved goods the buyer shall assign to us claims upon our request. The buyer shall be obligated to compensate us for any damages and costs including court and legal fees incurred by us by intervening against third parties' access.

8. Breach of Contract by the Buyer

In case the buyer is in default regarding the acceptance or purchase of the goods resp. part of the goods or regarding an other contractual performance or in case he is in default of payment, we shall be entitled after setting of an appropriate time limit to withdraw from the contract entirely or partially and/or to claim for damages in the amount of 25 % of the purchase price whereas the proof of concrete higher damages shall be reserved, unless the buyer proves lower damages or the non-occurrence of a damage.

In case the buyer is in default with regard to any payment obligations all existing receivables resulting from the business relationship shall become due for payment immediately.

9. Place of Jurisdiction, Applicable Law, Principles of Interpretation and Written Form

- 9.1 Our company's domicile in Lachendorf shall be the place of jurisdiction with regard to all disputes with fully-qualified traders, statutory bodies and fund assets subject to public law resulting directly or indirectly from the contractual relationship.
- 9.2 German law shall be exclusively applicable to the entire contractual relationship. The application of the UN convention on contracts for the international sale of goods (CISG) shall be excluded.
- 9.3 In addition the general terms and conditions of the paper industry of the Federal Republic of Germany 1984 and the CEPE (CEPAC) condition of 1991 shall apply, unless these are contradictory to the regulations here above.
- 9.4 In case individual regulations are or become invalid, the effectiveness of the other regulations shall not be affected. An invalid regulation shall be replaced by the parties by such an effective regulation which is closest to the economic purpose of the invalid regulation.
- 9.5 All modifications and amendments to this contract require the written form in order to be valid. Also the requirement of the written form can only be waived in writing.