

General Terms and Conditions of Sale

1. Scope

These general conditions of sale shall govern the Contract between the parties to the exclusion of any other terms of the customer regardless of any specific or general conditions which may appear on the purchase order or other documents of the customer. The "Contract" means the contract between Mondi and the customer (hereinafter "Customer") for the sale and purchase of goods and/or services (hereinafter "Deliveries") whether present or future, including, without limitation, and legally relevant acts or omissions which may lead to a Contract between the Customer and Mondi. "Mondi" shall mean the respective company within the Mondi group selling or offering Deliveries to the Customer. "Mondi group" shall mean any company directly or indirectly controlled by Mondi Plc (or any of Mondi Plc's legal successors) in the meaning of Article 3 para. 2 Council Regulation (EC) No 139/2004 of 20 January 2004. "Affiliate(s)" means all of the respective parties' present and future, direct and/or indirect subsidiaries or other companies worldwide which are controlled by the respective party, or which are under common control with the respective party, or companies which control the respective party, worldwide; "control" shall have the meaning as defined in Article 3 para 2 of the European Merger Control Regulation.

2. Offer, Information, Conclusion of Contract

No offer shall be binding for Mondi unless expressly agreed in writing to be binding. Any quality data or information contained in data sheets, brochures and other oral or written information shall be deemed guidance on principles only and an invitation to treat as opposed to a firm offer. The same shall apply for the samples, sample rolls and the like provided.

The Contract shall become binding only once Mondi has confirmed the order in writing. If the Customer then requests or causes any additional modifications to the order data Mondi may correspondingly adjust any Contract terms affected thereby. Any oral arrangements as well as any such additional modifications of the order data shall not be binding until Mondi has confirmed them in writing.

3. Prices, Terms of Payment, Delay

Unless agreed otherwise, the prices are ex works without packing charges and transport costs and expenses and exclusive of the valid VAT. The Customer bears the applicable VAT as well as all packing charges, transport costs, fees, other taxes and duties in connection with the Deliveries.

Payments are not considered to be settled until Mondi receives payment confirmation from its bank. Time is of the essence with regard to payment of any sums due to Mondi. Without prejudice to Mondi's other rights, if the Customer fails to pay on the due date, Mondi may charge interest per anno on a daily basis according to Section 456 of the Austrian Commercial Code ("Unternehmensgesetzbuch") as well as compensation for recovery costs according to Section 458 of the Austrian Commercial Code ("Unternehmensgesetzbuch"). The payment period shall be calculated starting with the invoice date.

The agreement of a payment plan for the settlement of invoices by the Customer shall not exclude or in any way restrict the right of Mondi to demand interest for late payment as per the original payment date and in accordance with the statutory interest rate as stated above. In case the Customer fails to make any payment on the respective due date as may be agreed under such payment plan, all payments shall become due on the original due date and interest shall be calculated starting from the date on which the payment was originally due.

Mondi may at its sole discretion require the Customer to pay for

Deliveries in advance. In cases of repeated late payment or changes in Mondi's reasonable evaluation of the financial standing of the Customer Mondi may request advance payment where the same has not been agreed beforehand and the Customer shall bear any costs and expenses resulting therefrom.

If the Customer fails to pay any amount when due, without prejudice to any other right or remedy Mondi may have, upon Mondi's demand, all other amounts owed by the Customer to Mondi which are not yet due, shall become due and payable immediately.

The Customer shall not be entitled to withhold payment of any amount due to Mondi nor shall the Customer have any right of set-off unless counterclaims arising under a Contract concluded between the parties different to the respective Contract as defined by these general condition of sale are acknowledged by Mondi in writing, undisputed or recognized by final and legally binding court decision. The Customer must not assign any claims to any third party without Mondi's prior written consent.

Mondi reserves the right to off-set any debt due from the Customer or any Affiliate of the Customer to Mondi or any company within the Mondi group against any amount due to the Customer or any Affiliate of the Customer.

4. Delivery and Passing of Risk

Unless otherwise agreed, Mondi shall choose the mode of dispatch and the dispatch is at the Customer's risk and expense. The packing shall be determined upon confirmation of the order. Transportation insurances shall only be concluded upon the Customer's explicit instruction and at its own expense.

In cases of Force Majeure (see below) Mondi may store the ordered goods at Mondi's or at a carrier's premises at the Customer's risk and expense.

The risk of loss or damage shall pass to the Customer at the latest upon dispatch of the goods. If Delivery is delayed due to circumstances within the Customer's reasonable control, the price risk shall pass to the Customer at the date of notification of readiness for delivery. Without prejudice to its other rights, Mondi shall be entitled to bill the warehousing costs commencing one month following the notification of readiness to dispatch, and to dispose of the goods at its own discretion provided that an appropriate grace period notified in writing to Customer announcing the intention to dispose of the goods has expired without results.

5. Delivery Time, Partial Deliveries, Variances

Mondi's written confirmation (including per e-mail) of the order shall be authoritative for Delivery time, mode and quantity. Mondi is entitled to deliver in instalments provided that these are reasonable for the Customer.

Delivery dates and times quoted are estimates only unless explicitly guaranteed in writing by Mondi to be binding. If the beginning of the term of Delivery is not fixed by Mondi, the term of Delivery commences with the date of the confirmation of the order. However, Mondi shall not be obliged to deliver until all obligations incumbent on the Customer before Delivery (e.g. technical, commercial requirements, official permits, authorizations and licenses, etc.) have been fulfilled. If the Customer requires any modifications after acceptance of the order, the term of Delivery shall commence only upon Mondi's written confirmation of such modifications. The Delivery term shall particularly not commence until the Customer proves that - if contractually agreed - a letter of credit has been obtained, or that an advance payment or security has been provided by the Customer. The Delivery term is complied with if the goods subject to Delivery leave Mondi's premises on the last day of the Delivery term, or if Mondi notifies the Customer that the goods are ready for dispatch within the term of Delivery.

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Mondi is entitled to deliver quantity variances of up to 5% of the quantity ordered for standard goods (i.e. goods which are not manufactured according to the requirements provided by Customer only) of less than 500 kg and up to 10% for goods over 500 kg, being customary in this trade and hence reasonable. The allowed variance has to be related to the average of the respective order.

6. Warranties and Liability

The Customer is obliged to examine each Delivery immediately upon arrival. Any apparent defects (including damage in transit), incompleteness of the goods or any other variances from the confirmation of the order have to be notified immediately upon arrival of the Delivery at the destination in writing by specifying the defect, incompleteness or other variances, and quoting the invoice number. Any hidden defects (including defects surfacing during manufacturing) have to be notified immediately after discovery. It shall be assumed that hidden defects are normally detectable within a period of sixty days after arrival unless the Customer is able to prove that it could not have reasonably detected the defect within that period. Defective products must be kept available for Mondi's inspections for 14 days from the date of the notification and must not be returned to Mondi earlier. Upon Mondi's request, specimens of the goods found faulty must be sent back to Mondi. If the Customer does not comply with this clause negligently it shall not be entitled to reject the goods and Mondi shall have no liability for such defects or incompleteness.

The Customer must immediately notify Mondi if it receives any notice from any of its customers concerning defects in the delivered goods. If the Customer fails to meet this obligation, it shall not have any claims against Mondi based on the defective goods, nor shall Mondi be obliged to indemnify it.

If the goods are defective, Mondi shall have the choice to either rectify the goods or provide faultless substitution. Only if such rectification or faultless substitution is impossible or unacceptable for Mondi or for the Customer, a price reduction may be granted to the Customer.

Mondi shall not be liable for negligible deviations from the agreed specifications and/or for only minor impairment of the goods' applications, nor shall Mondi be liable for damages resulting directly or indirectly from instructions or specifications provided by the Customer, improper handling, willful damage, negligence, abnormal working conditions, or any alteration of the goods by the Customer. Mondi shall not be obliged to notify the Customer of the unsuitability of its instructions or specifications unless Mondi is aware of such unsuitability.

Except in respect of death or personal injury caused by Mondi's negligence, or liability for defective products towards end consumers as defined in the applicable Consumer Protection Law or except in respect of a breach of Contract due to Mondi's willful misconduct or blatantly gross negligence, Mondi shall not be liable for consequential losses or damages, costs or expenses, financial loss, loss of profits or interest, or third party claims unforeseeable to Mondi. In any case, the entire liability of Mondi under, or in connection with, the Contract shall not exceed the price of the Deliveries subject of the claim and, if this amount is lower, of the actual insurance coverage of Mondi for the respective damage. The Customer is obliged to unconditionally impose these liability limitations to its customers.

Mondi warrants that goods which have been manufactured by it will correspond with the agreed specification at the time of Delivery and will be free from defects in material and workmanship for a period of 12 months from Delivery. This warranty is given subject to the other express conditions set out in these general conditions of sale. The

liability limitations as set out in this clause shall also apply to Mondi's legal representatives, employees and agents.

Section 933b of the ABGB (Austrian Civil Code) shall not be applicable.

Until clarification of the warranty complaint the Customer shall provide for appropriate storage and for insurance at full resale value plus transportation and warehouse expenses for its own benefit as well as for the benefit of Mondi. In case the warranty claim turns out to be justified, Mondi shall reimburse external expenses to a reasonable extent.

7. Force Majeure

Mondi shall not be liable or be deemed to be in breach of Contract by reason of any delay in performing or any failure to perform any of its obligations if the delay or failure was due to any cause beyond its reasonable control ('Force Majeure') including strikes, lock-outs, insufficient supply of materials or energy, lack of transport means and similar events or circumstances. This clause shall also apply if Mondi's suppliers suffer any of these Forces Majeure events. In case where a Force Majeure event occurs during an already existing delay, the period of grace which has to be granted to Mondi by Customer shall not expire before the Force Majeure event ceased. Mondi shall inform the Customer of the start and end of any Force Majeure as soon as possible.

8. Retention of Title

Title to all delivered goods remains with Mondi until the Customer has paid all sums owing to Mondi in connection with the respective Contract and all other obligations of the Customer towards Mondi arising under or in connection with the respective Contract have been fulfilled. Any processing of the delivered goods by the Customer takes place on behalf of Mondi without imposing obligations on Mondi. If the delivered goods are processed with other goods not owned by Mondi, Mondi acquires a co-ownership on the newly produced goods pro rata the value of the delivered goods at the time of the processing.

The Customer shall be entitled to sell the delivered goods in the usual course of business. Any possible claims resulting from such sale shall herewith be assigned to Mondi in advance and the Customer shall undertake all necessary publicity requirements for enforceability of such assignment. The Customer shall not provide Mondi with written customer lists without Mondi's prior consent in writing. If the Customer sells any goods co-owned by Mondi, the assignment shall apply in the same volume as this co-ownership. Mondi shall be entitled to collect the assigned sum.

The Customer is obliged to appropriately insure the goods still owned by Mondi against all common risks, particularly against fire, burglary or damage caused by water at its own expense, to treat them cautiously and store them properly.

In case the Customer is in delay of overdue payment considering a grace period of 10 working days, Mondi shall be entitled to demand restitution of the delivered goods or to collect the delivered goods and to sell them as they are (i.e. including their packing) to any third person. One or several of these acts shall not be considered as termination of the respective orders and does not relieve the Customer to effect payment the of invoiced amounts. In case the delivered goods are sold to third parties by Mondi, the Customer states and guaranties that this will not result in the infringement of any intellectual property rights (e.g. trademark rights with regard to signs, logos and words, etc.) that are imprinted on the respective goods or packaging and waives any rights the Customer may have against Mondi resulting therefrom.

Mondi may, at its free discretion, however, also terminate the unpaid order, without limiting any of Mondi's claims arising out of or

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in connection with the Customer's breach of Contract, in particular claims for damages.

9. Intellectual Property Rights of Third Parties

The Customer shall bear the sole responsibility for the obtaining of intellectual property rights in subject of the Contract, including, but not limited to , ordered design of the goods as well as in all printed matter, drafts and completed specimens and shall indemnify Mondi and keep Mondi indemnified against all claims, costs, damages, and expenses (including legal expenses) resulting from any actual or alleged infringement of any third party intellectual property rights. Notwithstanding the above, the intellectual property rights in any specifications written or determined by Mondi as well as samples, sample rolls, patterns, etc. shall remain the exclusive property of Mondi.

10. Place of Performance, Venue, Applicable Law

The place of performance is agreed to be Mondi's place of business as set out in the offer.

These general conditions of sale, including any Contract which refers to these general conditions of sale, shall be governed and construed by the substantive laws of Austria.

All disputes arising out of or in connection with these general conditions of sale or any Contract related to or based on these general conditions of sales, including any question related to its existence, violation, termination or nullity shall be submitted to the jurisdiction of the court competent for the first district of Vienna. Alternatively, either party shall have the right to initiate an arbitration procedure for the decision of any of the disputes as described above, if and to the extent that the respective dispute is not yet pending before the competent court (as stated in the provision above). In this case, the dispute shall be finally settled under the Rules of Arbitration and Conciliation of the International Arbitral Centre of the Austrian Federal Economic Chamber in Vienna ("Vienna Rules") by one arbitrator appointed in accordance with these Rules. The place of arbitration shall be in Vienna, Austria. The language of arbitration shall be English, or, upon mutual agreement between the parties, German.

The application of the 1980 Vienna Convention on the International Sale of Goods is herewith excluded.

11. Miscellaneous

Any of Mondi's contractual obligations may be fulfilled by any other company within the Mondi group which is expressly accepted by Customer.

The Customer must not assign any of its rights or obligations without Mondi's prior written consent.

Mondi may cancel the Contract with immediate effect if the Customer enters a voluntary arrangement with its creditors, is subject to a bankruptcy proceeding, suffers an administration order, goes into liquidation or has a receiver appointed.

If any part of any provision of these general conditions of sale is deemed illegal, void or unenforceable, it shall be deemed severed from the remainder of these general conditions of sale which shall remain in force.

No waiver of any provision by Mondi shall be deemed a waiver of any subsequent breach by the Customer.

No variations to these general conditions of sale shall be binding unless agreed in writing by Mondi.

In case of any discrepancies between the German and the English version of these general conditions of sale, the English version shall prevail.