



# Mondi Taicang

## GENERAL TERMS AND CONDITIONS OF SALE

### 1. Definitions

"Buyer" means company or person purchasing Mondi products.

"Products" means goods and services supplied by Mondi.

"Mondi" means Mondi (China) Film Technology Co.Ltd.

### 2. Validity

These Terms and Conditions shall be deemed an integral part of the Purchase Order. Unless there is a separate written agreement between Buyer and Mondi, these Terms and Conditions shall be deemed accepted by Buyer upon acknowledgement thereof and commencement of performance. No modification or waiver of these Terms and Conditions shall be effective unless set forth in writing signed by Buyer and Mondi.

These terms and conditions of business apply exclusively; contrary or different conditions derived from the buyer do not apply, unless Mondi explicitly agreed upon their validity in written form.

### 3. Formation of Contract

Offers are subject to alteration. Drawings, illustrations, weights, quantities and other measures attached to the offer or included in the offer, are only estimates.

Prices exclude shipping, carriage, insurance, duties, VAT and other taxes. If exemption from such taxes is claimed, Buyer must provide Mondi a certificate of such exemption.

Contracts between the buyer and us as seller are only brought about through your Purchase Order. Written confirmation from Mondi of the order is definitive for the content of the contract.

Changes and additions to the contract require Mondi's written confirmation to be valid.

All tender documents (including the calculation and cost estimates) entrusted to the buyer remain Mondi's property. They shall not be copied or passed on or made accessible to third parties without Mondi's consent.

Cancellation of any order is subject to buyer's agreement to compensate Mondi for: (a) payments required to be made by Mondi to its suppliers as a result of such cancellation; (b) the selling price of finished goods; and (c) 20% of the cost of inventories allocated to the order.

### 4. Deliveries

Delivery of goods shall be in accordance with the Purchase Order. Unless otherwise agreed, Products shall be delivered in Mondi's standard packaging. Unless otherwise directed, Mondi will ship collect by the most appropriate method, but by doing so shall not thereby assume any liability in connection with the shipment.

Insurances of all types, for dispatch, packaging, storage etc. are only taken out on the exclusive wish of the buyer and at his own expense.

Delays in delivery due to force majeure, strike, non-foreseeable breakdown, delays in supplies due to in-suppliers, transport bottlenecks, shortage of raw material, official measures and other circumstances which are not Mondi's responsibility, justify reasonable changes of the delivery dates and delivery times.



## 5. Dispatch and Passing of Risks

All deliveries, unless explicitly agreed upon differently in the Purchase Order, are at the risk of the buyer.

The passing of risks on the goods to the buyer takes place with the handing over of the delivery in the plant of Mondi to the forwarding agent, carrier or other persons instructed with the execution of dispatch.

## 6. Terms of Payment

The invoiced amount shall be paid within 30 days from the date of invoice without discount, unless a different agreement was reached in writing.

Bills of exchange are only accepted on the grounds of special agreements. The acceptance of checks and bills of exchange is only valid after cashing of check or payment of bill, unless it has been agreed upon differently in writing.

The buyer is in default if he does not settle the invoiced amount without deduction within the time stipulated. Upon default we are entitled to charge an interest of 0.01% of the corresponding valid basic rate of interest per day. The costs connected to the collection of demands shall be paid by the buyer in the case of delay in payment. Overdue [30] days, Mondi is entitled to cancel the Purchase Order.

In case a buyer delays in the settlement of an invoice, all Mondi's outstanding demands are immediately due, regardless of the stipulated date of payment. Mondi is furthermore entitled to refuse all outstanding services, withdraw from the contract or demand prepayment and/ or the provision of security until all outstanding bills have been settled. The same is the case if Mondi is aware of circumstances which are appropriate to question the creditworthiness of the buyer such as e.g., in the case of non-payment of bills of exchange and checks or other delay in payment.

## 7. Reservation of Title

The objects delivered by Mondi remain Mondi's property over the buyer until the complete payment of all demands also demands arising in future. The buyer is not entitled to other dispositions, especially regarding the transfer by way of security and to pledge.

If a buyer delays in payment or if he does not comply with his duties under reservation of ownership, Mondi can set a reasonable date for performance and/or later fulfilment. Mondi is entitled to withdraw from the contract and take back the delivered goods after the unsuccessful expiry of this time limit.

## 8. Notice of Defects and Warranty

After receipt the buyer shall check the good thoroughly on completeness and faultless condition, all noticeable defects detected as part of this inspection including delivery of wrong goods or reduced quantities shall be instantly reported in writing, but at the latest within 7 days after the arrival of the goods. Defects which cannot be detected instantly shall be immediately reported in writing, but at the latest 3 days after their discovery. If no objection is made after acceptance or the buyer didn't check the good within 7 days after the arrival (3 days after their discovery), the goods shall be deemed to be qualified.

The warranty applies only to normal use of the Products and shall be void if Mondi determines that defects or non-conformities of the Products were caused by the Buyer's negligence, misuse, accident, or by unauthorized repair, alteration, or installation of the Products. This warranty does not extend to consumable items.

Warranty claims are excluded if the buyer has sold the goods or processed them after he has detected the defect or if he should have detected it.

All contractual claims against Mondi become statute-barred one year after the delivery of the good, as long as no other arrangements were entered. Mondi's warranty is limited to the foreseeable, typically occurring damage.



## 9. Confidentiality

The parties acknowledge and agree that they each have a proprietary interest in any information that either party (the "Disclosing Party") may provide to the other party (the "Receiving Party"), whether in connection with orders placed under these Terms & Conditions or otherwise, whether in written or oral form, which is (i) a trade secret, confidential or proprietary information, (ii) not publicly known and (iii) annotated by a legend, stamp or other written identification as confidential or proprietary information or, if disclosed orally, then so annotated within thirty (30) days after such disclosure (hereinafter referred to as "Proprietary Information"). The Receiving Party shall maintain the confidentiality of such Proprietary Information and shall not disclose such Proprietary Information except to those of its agents and employees who need to know such information in order to operate the Products. Both during and after the term of this agreement, all disclosures by the Receiving Party to its agents and employees shall be held in strict confidence by such agents and employees. During and after fulfillment of any order under these Terms & Conditions, the Receiving Party, its agents and employees shall not use the Proprietary Information for any purpose other than in connection with the transactions contemplated under these Terms & Conditions. All such Proprietary Information shall remain the exclusive property of the Disclosing Party during the applicability of these Terms & Conditions and thereafter.

Notwithstanding anything contained in these Terms & Conditions to the contrary, the Receiving Party shall not be liable for a disclosure of the Proprietary Information of the Disclosing Party, if the information so disclosed: (i) was in the public domain at the time of disclosure without breach of this Agreement; or (ii) was known to or contained in the records of the Receiving Party from a source other than the Disclosing Party at the time of disclosure and can be so demonstrated; or (iii) becomes known to the Receiving Party from a source other than the Disclosing Party without breach of any confidentiality obligation by such source and can be so demonstrated, or (iv) was disclosed pursuant to court order or as otherwise completed by law, but only to the extent the disclosure is required by such court order or by law.

## 10. Export

The compliance with and execution of the relevant regulations concerning foreign trade and other laws of the country to which should be delivered, is part of the responsibility of the buyer. The buyer is liable for any damage which arises to Mondi because of disregard of the legal regulations. Irrespective of this regulation, the buyer shall obtain the required import and export permits on his own, if necessary.

## 11. Data Protection

Mondi would like to point out that personal data of customers, gained as part of the business relations, will be saved by us in accordance with the regulations of the People's Republic of China Network Security Law.

## 12. Force Majeure

Should either party fail to perform whole or part of its obligations under this agreement due to any unforeseeable, unavoidable and uncontrollable events, both the two parties will be exempted from any responsibilities, however, the party that fail to perform its agreement obligations under such conditions should notify the other party related situation in time while make reasonable efforts to minimize the losses incurred to the other party.

## 13. Governing Law and Dispute Resolution

This Agreement will be governed by and construed in accordance with the laws of the People's Republic of China ("PRC") without reference to conflicts of laws, and the Parties hereto hereby agree to submit to the non-exclusive jurisdiction of the courts where Mondi is located.

If any provision of these Terms and Conditions is held invalid, illegal or unenforceable by a court of competent jurisdiction, such shall not affect any other provision of these Terms and Conditions, which shall remain in full force and effect.

**These Terms and Conditions are made both in English and Chinese. In case there are any discrepancies between the two languages, the Chinese version shall prevail.**