

# General Terms and Conditions of Sale

## Mondi Korneuburg GmbH

### 1. Scope

The current general conditions of sale apply exclusively and expressly between the parties by receipt of the deliveries and services (hereinafter uniform: deliveries) and also for any future deliveries in spite of any specific or general conditions which may occur on the purchase order or other documents of the buyer.

### 2. Offer, Information, Conclusion of Contract

Any and all offers shall be not binding unless otherwise agreed in writing. Any data to quality as well as any information contained in data sheets, brochures and other information shall only be deemed as guiding principles and are without engagement. The same shall apply for the samples, sample rolls and the like provided.

The contract shall be binding only after the written confirmation of the order by Mondi. Additional modifications of the order data – caused by the buyer – shall entitle Mondi to correspondingly adjust the terms of contract influenced thereby. Any oral arrangements as well as additional modifications of the order data require the written confirmation of Mondi.

### 3. Prices, Terms of Payment, Delay

Unless otherwise agreed, the prices are ex works and exclusive of VAT. The buyer bears any fees, taxes and duties in connection with the deliveries.

Payments are not considered to be settled before the respective confirmation of Mondi's bank. Bills of exchange and checks are exclusively accepted in payment.

In the event of an exceedance of the payment period, the buyer defaults without demand note. Default of payment entitles Mondi to charge 8 % default interest above the EURIBOR interest rate plus any costs and expenses necessary for the adequate debt collection.

Repeated cases of default of payment or changes in the evaluation of the financial standing of the buyer entitle Mondi to request the deliveries to be prepaid also in case prepayment was not agreed upon before. The buyer bears any costs and expenses resulting thereof.

The set-off of accounts or the retention of payments on the part of the buyer are excluded unless counterclaims are acknowledged in writing, undisputed or recognized by final and absolute judgment. Without prior written consent of Mondi the assignment of claims of the buyer to third parties is not allowed.

### 4. Delivery and Passing of the risk

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

In cases outside Mondi's range of responsibility (force majeure), Mondi is entitled to store the ordered goods at Mondi's or at a carrier's premises at the buyer's risk and expenses, such effectuating the fulfilment of Mondi's obligation to deliver.

The price risk shall pass to the buyer at the latest upon dispatch of the goods. If delivery is delayed due to circumstances within the buyer's range of responsibility, the price risk shall pass to the buyer at the date of notification of readiness for delivery. Mondi shall be entitled to bill the warehousing costs commencing one month upon the notification of readiness to dispatch, and to dispose of the goods at its own merits provided that an appropriate grace period expired without results. Any further claims are reserved.

### 5. Delivery Time, Partial Deliveries, Variances

Mondi's written confirmation of the order shall be authoritative for delivery time, mode and quantity. Mondi is entitled to partial deliveries provided that these are reasonable for the buyer.

Delivery periods shall apply only roughly unless explicitly guaranteed in writing to be binding. In case 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, not until all obligations incumbent on the buyer before delivery in accordance with the contract (e.g. technical, commercial requirements and the like) have been fulfilled. In case the buyer requires any modifications after acceptance of the order, the term of delivery shall commence only upon the written confirmation of the adaptation of such modifications by Mondi. The term of delivery shall particularly not commence until the buyer proves that – if contractually agreed – a letter of credit was opened, or that an advance payment or security was provided by the buyer. The term of delivery is met with the goods subject to delivery leaving Mondi's premises at the last day of the term of delivery at the latest, or with Mondi's notification that the goods are ready for dispatch within the term of delivery.

Mondi is entitled to production quantity tolerances for pouches of:

+30% / -20%	20.000 – 49.999 pcs order size
+15% / -15%	50.000 – 99.999 pcs
+10% / -10%	100.000 – 299.999 pcs
+8% / -8%	300.000 – 499.999 pcs
+5% / -5%	> 500.000 pcs

and for laminate reels of

+30% / -30%	2.000 – 4.999 m <sup>2</sup> order size
+20% / -20%	5.000 – 9.999 m <sup>2</sup>
+15% / -15%	10.000 – 24.999 m <sup>2</sup>
+10% / -10%	> 25.000 m <sup>2</sup> .

### 6. Warranties and Liability

The buyer 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 perceptibility assuming that hidden defects are normally detectable within a period of sixty days after arrival unless the buyer is able to prove that he could not have reasonably detected the defectiveness within that period. Upon request of Mondi specimen of the goods found faulty have to be sent back to Mondi. Any claims of the buyer because of defectiveness or incompleteness of the goods are excluded if the aforesaid obligations are not met.

The buyer has to immediately notify Mondi about any notice of defective goods of his customers concerning the delivered goods. If the buyer fails to meet this obligation, he shall not have any claims based on the defective goods against Mondi, nor shall Mondi be obliged to indemnify him.

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, unreasonably extensive for Mondi or unreasonable for the buyer, the buyer has the right to price reduction. In case the defects are not minor, the buyer shall be entitled to withdraw from the contract.

Claims because of defects shall be excluded for negligible deviations from the agreed specifications and/or for only minor impairment of the applicability. Any claims for damages of all kinds, which were caused by improper handling or change of the goods or due to incorrect advising or instructions provided by the buyer shall be excluded.

Mondi shall not be liable in case of slight negligence (the burden of proof for gross negligence is on the buyer), consequential damages, financial loss, loss of profits, interest and third party claims. The buyer is obliged to fully assign these liability limitations to his costumers.

Any claims arising out of defective goods, incompleteness or variances from the confirmation of the order become statute-barred after expiration of 12 months upon passing of the risk. The warranties and liability of Mondi provided for in this clause are final except mandatory law provides otherwise. The liability limitations as set

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out in this clause shall also apply to Mondi's legal representatives, employees and/or other vicarious agents.

### 7. Force Majeure

All cases of force majeure, strikes, lock-outs, insufficient supply of material or energy, lack of transport means and similar events or circumstances outside Mondi's range of responsibility shall release Mondi from the obligation to fulfill the contract for the period and to the extent of these impediments. This shall also apply, if these circumstances occur to Mondi's suppliers. The circumstances described above shall not fall under Mondi's range of liability either, in case they occur during an already existing delay. Mondi shall inform the buyer of the start and end of such impediments as soon as possible.

### 8. Retention of Title

The delivered goods remain Mondi's property until all payments out of the delivery are effected and all other obligations towards Mondi are fulfilled. Any processing of the delivered goods by the buyer 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 buyer 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. In case of selling of 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 buyer 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 his own expenses, to treat them cautiously and store them properly.

### 9. Intellectual Property Rights of Third Parties

The responsibility for the intellectual property rights in the ordered design of the goods as well as in all printed matters, drafts and completed specimens shall exclusively be borne by the buyer. In case of demands because of alleged infringement of the intellectual property rights of third parties, the buyer shall hold harmless and indemnify Mondi against all third party claims.

In case the specifications of the delivered goods are determined by Mondi, Mondi remains the owner of all intellectual property rights relating to this goods.

### 10. Place of Performance, Venue, Assignment of Rights, Applicable Law

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

The venue for all disputes resulting from the contractual relationship shall be Korneuburg. This venue shall also apply for proceedings pertaining to bills of exchange, deeds or checks. Mondi shall, however, also be entitled to sue the buyer at his place of residence.

Each of Mondi's contractual obligations may as well be fulfilled by any other affiliated company of the Mondi group.

Any assignment of the buyers's rights and obligations out of the contractual relationship is only valid with Mondi's prior written consent.

These provisions shall exclusively be governed by the law of Austria; the application of the 1980 Vienna Convention on the International Sale of Goods is herewith excluded.