

## General terms and conditions for purchasing recovered paper

### 1 Object

- 1.1 The present general terms and conditions for purchasing recovered paper (terms of purchase) are an integral component part of the recovered paper supply contract and all recovered paper deliveries ESKA B.V., hereinafter designated as the purchaser.
- 1.2 The present terms and conditions of purchase apply to the exclusion of all conflicting, deviating or supplementary supplier terms and conditions. This also applies in the event that the supplier indicates only to intend to supply subject to his terms and conditions. Terms of delivery or any other supplier general terms and conditions will not become a component part of this contract.

### 2 Delivery and Acceptance

- 2.1 The supplier guarantees that the quantities and deliveries meet the specifications and details provided by the purchaser, or meet the agreed specifications and do not feature any material defects or defects in law. If no explicit agreements have been made in this regard, the rule is that the quality and composition of the recovered paper to be supplied must at least meet the requirements of the latest EN643 - "European List of Standard Grades of Recovered Paper und Board". The deliveries must correspond qualitatively to the agreed recovered paper grades in accordance with EN643 and, pursuant to the definitions stated therein, be free from unusable materials and non-paper components within the meaning of EN643. Before each delivery the supplier must respectively implement a quality check suitable for this purpose, and document the same.
- 2.2 The deliveries must be supplied as evenly as possible across the delivery period on the basis of the (weekly) planning of the purchaser. Agreed delivery dates are fixed dates and must be adhered to by the supplier. The supplier must inform the purchaser immediately in writing or by email of any expected or actually occurring delay in delivery.
- 2.3 The recovered paper shipments are spot checked by an inspector of the purchaser or a third person appointed by the purchaser. In this way the inspection and examination duty of the purchaser has been fulfilled. Obvious defects are indicated to the supplier within the period according to 2.6. This does not affect in any way the fact that the goods delivered must be perfect with or without any check.
- 2.4 The purchaser is entitled to check the recovered paper offered by the supplier or in his name, and to declare the same for unsuitable and/or reject the same if the recovered paper shipment does not meet the contractual requirements within the meaning of 2.1.
- 2.5 The recovered paper must not exceed the moisture content permissible according to the latest EN643 standard specification. The purchaser can reject any shipment that contains recovered paper with a higher moisture content, or - by optional choice of the purchaser - deduct the deviations from the weight.

- 2.6 If a recovered paper shipment is declared to be unsuitable, then the purchaser informs the supplier immediately about this fact. A defect complaint of the purchaser is taken to have been made in time, if it has been received within 5 working days after the incoming goods inspection or, in the case of hidden defects, from the day of discovery.
- 2.7 The transfer of ownership with regard to the materials is effected after acceptance and unloading by the purchaser. Acceptance of delivery and payment are not taken to be a recognition of due and proper delivery.
- 2.8 The costs directly and/or indirectly accruing due to defective or not contractually compliant goods must be borne by the supplier.
- 2.9 The costs and risk of return shipments with regard to defective or not contractually compliant goods shall be borne by the supplier.
- 2.10 This does not affect in any way any further statutory guarantees that the purchaser may enjoy.

### 3 Source and quality management

- 3.1 The recovered paper deliveries are based on a transparent supply chain management. For this reason, the supplier provides for clear information about the source of the recovered paper and also supports the verification of this origin. For each delivery, the supplier must issue a delivery document and hand the same over to the purchaser; this contains the following: name and identification of the supplier, transport company, identification of the vehicle and trailer, time and place of loading, the goods supplied in accordance with the recovered paper classification according to EN643, net weight, statement whether loose or number of bales, and the origin of the recovered paper.
- 3.2 The shipments are based on domestic, trade or industrial collections in the areas agreed by the supplier with the purchaser. The supplier guarantees that collection agreements and/or purchase agreements have been concluded with the respective organizations, so that the delivery of the agreed quantities and qualities from the agreed sources is ensured. The purchaser may request evidence for the conclusion of such agreements.
- 3.3 The supplier keeps the recovered paper flow from the respective sources stated in 3.2 strictly separate from the other recovered paper flows.
- 3.4 The supplier warrants to the purchaser that the quantities delivered do not come from the following collections or were collected separately from the same and to his best knowledge and effort do not contain any of the following elements:
  - material from hospitals;
  - recovered paper and board that is mixed, or has been mixed, with garbage or other waste and/or food waste;
  - sacks that are intended to contain chemicals and/or foodstuffs;
  - paper and card board that was used as covering material, for example to cover furniture during repair and/or painting work;



- batches consisting of carbonless copy paper;
- used paper from the hygienic area;
- old archives that may possibly contain PCB's.

#### **4 Prices**

- 4.1 In case no other agreement has been made, the price is understood to be inclusive of value added tax and free work purchaser, delivery duty paid, that is, it includes all (transportation) costs.

#### **5 Payment**

- 5.1 The supplier shall send one invoice per month to purchaser for the deliveries in the past month, based on the prices quoted to and accepted by the purchaser.
- 5.2 The quantities invoiced are based on the weight certificate of the recipient of the goods, with a deduction for moisture within the meaning of 2.5 being permitted.
- 5.3 Inasmuch as no other agreement has been made, the invoices will be paid net within forty-five days or less a cash discount of 3% within 14 days after receipt of goods and invoice.

#### **6 Liability and warranty**

- 6.1 The statutory regulations for supplier liability and warranty apply inasmuch as these purchase terms and conditions do not state anything to the contrary. These terms and conditions of purchase do not affect any statutory rights of the purchaser.

#### **7 Effectiveness of these terms and conditions of purchase and termination of orders**

- 7.1 These terms and conditions of purchase shall come into force with effect from 1st January 2005.
- 7.2 Other important reasons for termination or statutory rights of rescission notwithstanding, each party shall be entitled to terminate or dissolve the contract or order immediately and without prior notification in particular in the following cases:
- the other party violates any provision of this contract or these terms and conditions of purchase, although they have been warned repeatedly in writing and the contractual violation has not been remedied within an appropriate period;
  - the other party has filed an application for the opening of insolvency proceedings;
  - the assets of the other party are confiscated or are subject to a compulsory execution, and this fact prevents the respective party from meeting its contractual obligations in accordance with the contract and these terms and conditions of purchase;
  - a party terminates its business activities, loses its legal personality and/or is dissolved or wound up in any other way.
- 7.3 In the event of an act of God the contracts and orders between the parties remain in force, and the obligations from these contracts and orders are only postponed for the duration of the event representing an act of God. An act of God also includes the following events: fire at the factory premises, strike, standstill of the works or parts thereof, quarantine, epidemics, mobilisation, martial law, state of war, all measures by government authorities, and obstructions caused by extreme weather conditions. Traffic jams are not to be regarded as an act of God but rather must be taken into account by the supplier.

#### **8 Special conditions and amendments**

- 8.1 If situations occur that are not provided for by these terms and conditions of purchase, the parties shall attempt to regulate the same by consent in accordance with the principle of reasonableness and fairness.
- 8.2 Any amendments of these terms and conditions of purchase require the approval of both parties and must be made in writing.

#### **9 Legal aspects**

- 9.1 In case no other agreement in writing was made, these terms and conditions of purchase shall apply to all recovered paper deliveries between the supplier and the purchaser.
- 9.2 These terms and conditions of purchase, the contracts between supplier and purchaser, and the deliveries are subject to the national law of the country in which the purchaser's business is domiciled, but also subject to the UN Convention on the International Purchase of Goods (CISG).
- 9.3 The jurisdiction competent at the purchaser's seat of business shall also be competent for all disputes.

