

Terms and conditions (effective 21 March 2016)

1. Scope

The following terms and conditions apply to all contracts, deliveries and other business transactions unless otherwise amended or excluded with the express consent of TRICOR. Deviating, conflicting or supplementary provisions – especially in regard to the terms and conditions of the buyer – shall not be deemed binding, even if known to TRICOR, unless confirmed in writing by TRICOR. Otherwise, they shall hereby be deemed contradicted. The unconditional delivery of goods, provision of services or the acceptance of payments shall not imply any acknowledgement of deviating provisions.

2. Conclusion of the contract, form

All offers shall be subject to change without notice. TRICOR reserves the right to make reasonable changes in regard to shape, colour and/or weight. Conclusion of the contract and any statements or declarations concerning the contract must be made in written or text form on a durable medium. Within the scope of electronic legal transactions, confirmation of receipt of order does not represent mandatory declaration of acceptance of the contract offer, unless acceptance is expressly stated in the confirmation of receipt. In the event that an order is submitted by electronic means, the contractual text shall be stored by TRICOR and sent on request to the buyer together with these terms and conditions by e-mail. Furthermore, the obligations to provide information as set out in section 312 i para 1 nos. 1-3 of the German Civil Code are excluded from the terms of this agreement. In the event that TRICOR has any reasonable doubt as to the ability of the buyer to comply with the payment terms upon confirmation of order, TRICOR reserves the right to withdraw from the contract or to demand advance payment.

3. Prices, discount, interest for late payment, set-off and retention

Prices are net and refer to 1,000 items or, where applicable, to a different unit of quantity. In addition, VAT is calculated at the respective statutory rate. Payment shall be effected (in net) by no later than 30 days of the due date and receipt of invoice. Confirmed prices of an order are not binding for subsequent orders of similar goods. A 2% discount shall be granted in the event that payment is received by TRICOR within 10 days of the invoice date, provided that no previous invoices are overdue and nothing else is agreed. In the event of delayed payment, all claims for payment, including any deferred claims, shall become due immediately. In such cases, TRICOR reserves the right to charge interest at the rate of 9% above the respective base interest rate. The Buyer is not permitted set-offs, retentions or reductions even if notice of defects or counterclaims are asserted unless counterclaims have been legally recognised or are undisputed. In such cases, rights of retention shall not be affected in regard to counterclaims emerging from the same contractual relationship.

4. Packaging, dispatch and transfer of risk

(a) Unless otherwise agreed, TRICOR prices are for carriage free delivery including simple strapping or palletisation. Choice of the shipping route and method shall be left to TRICOR. Rail shipments shall be carried out unfranked. Freight costs arising at the expense of TRICOR shall be disbursed by the recipient and can be cut from the amount due without delivery costs, however.

(b) In the event that the Buyer wishes additional packaging, fulfilment of the same shall be charged as a separate item. Reusable pallets shall be supplied as pallets on loan. A pallet account shall be set up to record such transactions. Pallets shall be debited on the date of delivery of goods and credited on the return of empty pallets. Standard regulations regarding dealings with pallets apply to such transactions. The Buyer shall be charged for stocks of pallets exceeding the normal scope of supply, an agreed pallet limit or an appropriate warehousing period at replacement cost.

(c) Goods are insured at the request and expense of the Buyer.

(d) In the event that shipment is delayed at the request or due to the fault of Buyer, the goods shall be warehoused at the expense and risk of the Buyer. In such cases, notification that the goods are ready for shipment shall be deemed to constitute shipment.

(e) Risk of accidental loss and accidental deterioration of the goods is transferred to the Buyer upon delivery of the goods to a carrier or freight forwarder; at the latest however with dispatch from the warehouse.

5. Withdrawal costs

In the event that the Buyer withdraws from the order without good reason, and irrespective of TRICOR's right to enter a claim for the damage which has actually been incurred, TRICOR shall be entitled to demand 10% of the selling price, and at least an amount of EUR 30.00, as compensation for the costs incurred in processing the order and for lost profits. The Buyer reserves the right to provide evidence of lesser damage.

6. Printing plate and stamping tools

Expenses incurred shall be charged for all original versions at cost price; the printing plate models remain the property of TRICOR. Printing plates and tools shall be retained for the period of one full year following final delivery. After this period, TRICOR shall be entitled to destroy any printing plates and stamping tools without consultation.

7. Scope of delivery – time-limits, contracts on call, delay and impossibility

(a) The Buyer undertakes to accept industry standard surplus or short deliveries as well as variations in weight and colour. TRICOR reserves the right to make the

following surplus or short deliveries which also apply to replacement deliveries: 25% up to 500 units, 15% up to 3,000 units and 10% in excess of 3,000 units. Partial deliveries shall be permitted up to a reasonable extent. In the case of partial deliveries, TRICOR shall be entitled to spread the leeway of individual deliveries at its discretion. Weight deviations of $\pm 5\%$ which are justified by the tolerance in weight per square metre of paper production shall be regarded as customary. In addition, TRICOR is entitled at its own discretion to replace hemicelluloses with fluted papers of a heavier operating weight but with equivalent quality. TRICOR shall only be held liable for deviations in regard to the paper colour, sizing, smoothness, purity and the printing ink in the event that it would be unreasonable after taking the Buyer's interests into consideration. Packaging shall be processed in accordance with customary industry standards; either tab glued, strip glued or with a stapled factory edge, depending on the particular circumstances. Dimensions are detailed in the sequence length + width + height and always refer to inner dimensions in mm.

(b) In the case of contracts with continuous delivery on demand, the Buyer undertakes to organise, inspect and approve the quantity ordered during the consignment period. In the event that the quantity ordered is not accepted within the agreed period, TRICOR shall be entitled, without prejudice to its further legal rights, to demand acceptance and payment of the entire remaining quantity of goods. In the event that an agreed period or acceptance has not been set, TRICOR shall be entitled to establish a deadline for further acceptance in the event of failure to calling up the goods in the usual or agreed period and to demand, without prejudice to its further legal rights, payment of the entire remaining sum for payment.

(c) TRICOR strives to comply with the specified delivery dates. The Buyer is only entitled to demand withdrawal from contract or compensation for non-performance if he has granted TRICOR a reasonable period of grace lasting at least 2 weeks.

(d) The delivery period shall be appropriately extended in the event of force majeure or any unforeseen obstacles that occur upon conclusion of the contract and for which TRICOR is not responsible. This provision shall also apply in the event that such circumstances affect the suppliers and sub-suppliers of TRICOR and that they are also not responsible for the circumstances. In addition, TRICOR shall be held in accordance with statutory regulations in the event of delay and impossibility of performance.

8. Retention of title

(a) TRICOR shall reserve ownership of the contractual items until all claims made against Buyer which have arisen from the business relationship, including any future claims arising from agreements concluded at the same time or later, have been settled. In the event that important contractual obligations have been violated, in particular with regard to delayed payment, TRICOR shall be entitled to take back the goods after withdrawal from the contract; The Buyer shall be obliged to release such goods. In the event of third party seizures or other interventions, including damage or destruction of the goods, the Buyer undertakes to notify TRICOR immediately in writing.

(b) The Buyer shall be entitled to resell the goods in the ordinary course of business under the condition that claims arising from the resale are transferred to TRICOR as follows: The Buyer shall assign to TRICOR all existing claims with all ancillary rights that accrue to him from the resale against the customer or against third parties, regardless of whether the conditional goods are resold without or after processing. The Buyer is authorised to collect this assigned claim even after said assignment. TRICOR's right to collect the claims itself shall remain unaffected by the above provisions. TRICOR undertakes not to collect any claims, providing the Buyer duly meets his payment obligations. TRICOR is permitted to ask the Buyer to disclose to him details of said assigned claims and their debtors, and to provide any information necessary for collection, to send it the relevant documents and to notify debtors of such assignments.

c) Treating and processing of the conditional goods is done for TRICOR as a manufacturer within the sense of section 950 of the German Civil Code (BGB), without any obligation. Processed goods are considered goods in the sense of these conditions. In the event that the conditional goods are processed or inseparably mixed with other items that do not belong to TRICOR, TRICOR shall acquire co-ownership of the new item based on the proportionate relationship between the invoice value of the conditional goods and the invoice value of the other goods used at the time of processing or mixing. Any resulting co-ownership rights are considered as conditional goods within the meaning of these terms and conditions.

(d) TRICOR undertakes to release the securities to which it is entitled providing that the latter have not yet been settled and providing that their value exceeds that of the claims to be secured by more than 20%. TRICOR retains the right to choose the items to be released.

9. Notification of defects and warranty

TRICOR shall supply a warranty for the goods it delivers in line with the following provisions which contain definitive warranty clauses without constituting a warranty in the legal sense:

(a) The Buyer undertakes to check goods immediately after receipt of same in regard to quantity, quality and warranted characteristics. Goods must be checked according to the specification agreed in writing with TRICOR. In the event that such a specification has not been agreed in writing, specification of the goods as set out by TRICOR shall automatically apply. Any defects which have been identified must be notified to TRICOR in writing and accompanied by samples clearly indicating the defect within a limitation period of 14 days after receipt of the goods. The goods shall be deemed approved unless the Buyer submits the above formal complaint. Defects that have not been detected despite careful inspection within this period must be notified in writing to TRICOR immediately after their discovery.

(b) In the event of justified complaints, TRICOR shall choose to subsequently repair or replace the defective products within a reasonable period of time.

(c) In the event that the Buyer chooses to withdraw from the contract due to a legal or material defect after subsequent unsuccessful attempts at fulfilment, the Buyer shall not be entitled to file a claim for damages on the basis of the defect. In the event that the Buyer chooses to file a claim for damages after subsequent unsuccessful attempts at fulfilment, the goods shall remain with the Buyer if this can reasonably be expected of him. Compensation shall be limited to the difference between the purchase price and the value of the defective item. This does not apply in the case of fraudulent intent.

(d) Customary deviations in the sizing, smoothness and purity of the paper, gluing, adhesion, colours, printing, weight differences of up to 5% either up or down, as well as dimensional deviations of up to $\pm 1\%$, but no less than 3 mm, shall not be considered defects. TRICOR shall not be held liable for the properties of the goods with regard to their fitness for a particular purpose unless it has provided appropriate written assurance.

(e) The warranty period is one year after delivery of the goods.

10. Limitation of liability, limitation period of claims for damages

(a) Claims for indemnity are independently excluded from the type of the breach of duty, including unlawful acts, unless they arise from damage caused intentionally or through gross negligence.

(b) In the event that fundamental contractual obligations have been violated, TRICOR shall be liable for any negligence, but only up to the amount of the foreseeable damage. Claims for lost profits, expenditure saved from compensation claims of third parties as well as for liability for other indirect and consequential damages cannot be made unless a quality feature guaranteed by TRICOR is precisely intended to insure the buyer against such loss or damage.

(c) The liability limitations and exclusions set out under letter a) and b) shall not apply to claims incurred as a result of fraudulent behaviour on the part of TRICOR. The same shall apply in the event of liability for guaranteed characteristics, for claims submitted under the German Product Liability Act (Produkthaftungsgesetz) and for damages arising from injury to life, body or health.

(d) In the event that TRICOR's liability is excluded or limited, this shall also apply to TRICOR's employees, personnel, representatives and servants.

11. Place of fulfilment, place of jurisdiction, applicable law

(a) Place of fulfilment for all mutual obligations under the underlying contract is Bad Wörishofen.

(b) In the event that the buyer is a merchant, a legal entity founded under public law or a public utility, sole place of jurisdiction for all disputes shall be the TRICOR registered office. The same shall apply in the event that the buyer has no general jurisdiction in Germany, or whose domicile or habitual place of residence is not known at the time

the action is filed. TRICOR shall also be entitled to bring legal action at the place of the buyer's registered office.

c) Should separate provisions of this agreement including these general terms and conditions be or become ineffective or impracticable in full or in part, the validity of the remaining provisions shall not be affected thereby. The entire or partially invalid provision shall then be replaced by a provision whose economic purpose comes as close as possible to that of the invalid provision.

(d) The law of the Federal Republic of Germany shall apply.

12. Data protection

TRICOR is entitled to store customer data electronically in accordance with section 33 of the German Federal Data Protection Act (BDSG). For the purposes of deciding on the establishment, execution or termination of the contract we ascertain or use probability values, the calculation of which also includes details of addresses.