

GENERAL TERMS AND CONDITIONS OF THE ASSOCIATION OF PAPER WHOLESALERS

Article 1 Application

- 1.1 These general terms and Conditions (hereinafter: **General Conditions**) shall apply to all quotations, offers, acceptances, order confirmations, agreements and other (legal) acts, whether or not in electronic form, that relate to the sales and/or delivery of goods by the member of the Association of Paper Wholesalers, the supplier, to or with its counter party, the customer. These General Conditions are equally applicable to agreements of acceptance of work, insofar as necessary.
- 1.2 The applicability of any other General Conditions or Stipulations is excluded and explicitly rejected, except insofar as these General Conditions or Stipulations are explicitly accepted by the supplier.
- 1.3 Deviations from and/or additions to the General Conditions only apply if and insofar as they have been agreed in writing between supplier and its customer and moreover exclusively apply to the agreement in which the deviating terms and/or additions have been made.
- 1.4 If one or several provisions of these General Conditions are or become invalid or void, the remaining provisions of these General Conditions will remain fully applicable. In replacement of the void or voided provisions new provisions will be agreed with the supplier, whereby, if and as far as possible the purpose and intent of the original provision(s) will be taken into account as much as possible.
- 1.5 The General Conditions also apply to other agreements, inclusive of follow-up and additional agreements, in which supplier and customer, or their legal successor(s) are parties.
- 1.6 This is a translation of the Dutch version of this document. The Dutch version will always prevail over the version of this document translated in another language.

Article 2 Establishment agreement

- 2.1 Unless explicitly stated otherwise, all quotations and offers from the supplier, in whatever form, are without obligation. The supplier can revoke an offer without obligation until the moment the customer has received the order confirmation of the supplier by the authorized representative of the supplier.

- 2.2 Statements and specifications by the supplier concerning amongst others size and weight are provided only approximately, in accordance with and with due observance of the applicable guidelines of the supplier, submitted in **Enclosure 1** of these General Conditions.
- 2.3 Insofar as the customer – prior to receipt of the order confirmation referred to in paragraph 1 of this article – already performs or makes preparation as he/she expects an agreement will be concluded or as he/she assumes the agreement has been concluded, the customer acts at his/her own risk.

Article 3 Prices and Security

- 3.1 All prices (inclusive of rates) of the supplier are exclusive of VAT. The VAT due is separately invoiced to the customer. Insofar as the supplier made costs in connection with delivery of the goods, such as transportation costs, the supplier may charge these costs separately. All prices apply per 1.000 sheets, per 100 kg or per unit designated otherwise.
- 3.2 The supplier may pass on to the customer price-increasing costs (such as increase in purchase prices, wages, transportation costs, taxes and/or levies) that arose within three (3) months after conclusion of the agreement. Passing on price-increasing costs gives the customer the authority to terminate the agreement, if continuation of the agreement can't reasonably be demanded from the customer, in view of the extent of the price-increasing costs.
- 3.3 In case the prices agreed in the agreement are somehow linked to the price index figure, and the price index figure goes down meaning the prices must be adjusted (lower prices), supplier is entitled to terminate the agreement.
- 3.4 If in the reasonable opinion of the supplier the financial position of the supplier forces the supplier to do so, the customer is obliged to provide security (at the supplier's first request) or to pay in advance so supplier can fulfil his obligations in accordance with this agreement. If customer fails to provide security or make an advance payment, supplier is entitled (i) suspend the fulfilment of his obligations, or to (ii) terminate the agreement with immediate effect.

Article 4 Payment

- 4.1 If and insofar as (any part of) the amount due hasn't been received by the supplier with the agreed payment term, the customer is legally in default as referred to in article 6:83 sub a Civil Code, and supplier is entitled, without prejudice to his right to demand fulfilment, entitled to:
- (a) Charge the customer from that date on with a monthly penalty interest of at least [*percentage] on (that part of) the amount due. A part of a month is considered as a whole month, and
 - (b) To suspend the fulfilment of his obligations in accordance with the agreement concluded with the customer.

If the customer also fails to fully pay the amount due after a written or digital warning within the set

term, supplier is entitled to terminate the contract with immediate effect without judicial intervention.

The supplier can charge all internal- and extrajudicial costs he incurs to retain his rights. The extrajudicial costs customer is due in that case amount to 15% of the amount due, with a minimum of Euro 1.200,00 (exclusive of VAT).

- 4.2 A payment from the customer is first booked to compensate any interest due, then to compensate the costs incurred by the supplier as a consequence of the fact that the customer failed to fulfil the agreement and last but not least to compensate the (purchase) price due.
- 4.3 Unless explicitly agreed otherwise, the customer is not allowed to apply any discount, deduction or settlement to a payment.

Article 5 Delivery

- 5.1 An agreed delivery term is a target term. The supplier shall only be in default if he fails to deliver within a reasonable further term, that was set by the customer after the original delivery term. The reasonable further term is at least one (1) calendar month. If the supplier still hasn't delivered within the reasonable further term, the customer is entitled to terminate the agreement by registered letter for the part not executed. The supplier doesn't have this right, if he has defaulted on his part.
- 5.2 In case of force majeure, and as well as if an act or omission of the customer or a third party caused delay –whether or not culpable – the delivery time is at least be extended by the duration of the delay.
- 5.3 Delivery of goods is ex works, Incoterms 2000, unless parties have agreed otherwise in writing. From the moment supplier delivers the goods, the delivered goods are at the expense and risk of the customer, even if ownership of the goods hasn't been transferred to the customer yet. Goods are also at expense and account of the customer if supplier has offered them for delivery but the customer – for whatever reason – doesn't accept them. Costs and damage that result from it, such as storage and insurance, are at customer's account.
- 5.4 If customer doesn't accept the goods at the agreed time and the supplier is not to blame for it, the customer will be automatically in default. Without prejudice to his right on compensation of all costs and damage related to this non-acceptance, the supplier is entitled to terminate the agreement without judicial intervention, if the supplier also doesn't accept the goods prior to or at the second agreed time, without prejudice to the right of the supplier to, whether in court or not, in claim additional compensation in connection with customer's default.
- 5.5 The supplier is entitled to make changes to the specifications of the goods to be delivered insofar as this doesn't affect the agreed performance and quality.
- 5.6 Supplier is allowed to deliver goods in parts. If goods are delivered in parts, the supplier is

authorized to invoice each party separately.

Article 6 Reservation of ownership

- 6.1 Without prejudice to the provision of article 5 paragraph 3, the ownership of the delivered goods remains with the supplier, until all claims have been complied with concerning exchange by supplier to customer by virtue of agreement delivered or to be delivered goods or by virtue of such an agreement performed or to be performed activities for the benefit of the customer, as well as in respect of the claims due to shortcomings in the fulfilment of such agreements. Until that moment consumer is obliged to keep the delivered goods separate from other goods and clearly identified as supplier's property, within her company; the goods must be kept in the original boxes. At the first request, the customer notifies the supplier where exactly the goods have been stored within the company and is obliged not to move or remove the goods from its company without prior written consent of the supplier. The management of the customer will be responsible for the fulfilment of the obligations by the customer in accordance with this article 6.1
- 6.2 The supplier is entitled to take back goods that are subject to the reservation of ownership without any liability towards the customer, as soon as any payment is not made in time or if the customer is otherwise in default. In that case the customer will fully cooperate. At first request the customer (or his legal successor) is obliged to grant the supplier immediate access to the area(s) where the delivered goods have been stored and must enable the supplier to take back the delivered goods. The management of the customer will be responsible for the fulfilment of the obligations by the customer in accordance with this article 6.2.
- 6.3 The customer is obliged to keep the supplier informed with regard to: (i) payment problems; (ii) an upcoming suspension of payments or an application for this; and (iii) an upcoming bankruptcy or an application for this. The management of the customer will be responsible for the fulfilment of the obligations by the customer in accordance with this article 6.3.
- 6.4 If the customer (or his legal successor) somehow doesn't fulfil one or more of its obligations in accordance with the articles 6.1, 6.2 and/or 6.3, the customer (or his legal successor) owes an immediately due and payable fine to the supplier of Euro [500.000] and for every day, or part of it, that the customer (or his legal successor) doesn't comply with this, an additional fine of Euro [50.000], without prejudice of the right of the supplier to additionally, whether in court or not, claim additional compensation in connection with the default of the customer.
- 6.5 In case property of delivered goods transfers to the customer as a result of the fact that the customer has fulfilled all claims, it will take place subject to a silent lien in favour of the supplier as security of the fulfilment of all claims by the customer, for whatever reason, that the supplier has or will receive from the customer. At all times the supplier is entitled – and if necessary irrevocably authorized to act on behalf of the customer – to carry out necessary actions for the establishment of this reserved lien (including establishment of lien by authentic or registered private deed) and the customer is obliged to immediately cooperate on request of the supplier.
- 6.6 Insofar as the reservation of ownership of the supplier on delivered goods is nullified by negligence

or merger or is about to become nullified, the customer establishes in advance a non-possessory lien on the tracing case, respectively the formed case for the benefit of the supplier, as security of all the customer owes to the supplier for whatever reason. At all times, the supplier is entitled – and if necessary irrevocably authorized to act on behalf of the customer) – to carry out necessary actions (including the establishment of lien by authentic or registered private deed) and the customer is obliged to immediately cooperate on request of the supplier.

- 6.7 If the supplier keeps goods of the customer for processing purposes, the supplier is entitled to keep them, until the customer has fulfilled all claims he owes the supplier for whatever reason.
- 6.8 The amount owed to the supplier by virtue of the agreement will be immediately due and payable if:
- (I) Supplier has applied for suspension of payments or has been granted suspension of payment or is declared bankrupt or has applied for it,
 - (II) The customer's business is partially or completely terminated or transferred and/or
 - (III) If conservatory or executory attachment is placed at the expense of the customer, unless the customer has given adequate security (to supplier's opinion) for all the customer owes to the supplier within eight calendar days after a request from the supplier.

Article 7 Defects

- 7.1 Upon delivery of the goods, or at least straight after delivery, the customer should immediately check the goods on soundness and completeness. If the customer detects defects and/or shortcomings he must report the supplier at least within fourteen (14) days upon delivery in writing and/or electronically. Defects and/or shortcomings that haven't been discovered in time as the customer failed to check the goods upon, or at least straight after delivery, on soundness and completeness or defects that haven't been reported in time, give no right to reduction of the (sales) price, termination of the agreement or compensation of damage.
- 7.2 Defects and/or shortcomings (i) detected during examination as referred to in article 7.1 and (ii) defects and/or shortcomings that could not reasonably be detected during the examination, but have discovered and reported in writing to the supplier within six (6) months after delivery are, insofar as the supplier is to blame for it, repaired and/or replaced. Supplier tries to carry out repair or replacement as quickly as possible, taking into account the available manpower and material. Transport for repair is in principle for customer's account, unless the supplier is to blame for the defects and/or shortcomings.
- 7.3 Defects and/or shortcomings described in the previous paragraph that haven't been detected during the examination and can't be solved (repaired/exchanged) by the supplier –after having being summoned in writing - within a reasonable period of time, entitle the customer to terminate the agreement insofar as, in view of all circumstances, he can't reasonably be demanded to maintain the agreement.

- 7.4 Deviations from the standards within the permitted bandwidth specified in the appendix to these General Conditions are not considered as defect and/or shortcoming as meant in this article.

Article 8 Intellectual and industrial property

- 8.1 All rights of intellectual and industrial property with respect to offers, calculations, models, artistic and technical designs, descriptions and (technical and other) drawings, schedules etc. entirely belong to the supplier.
- 8.2 Offers, images, drawings, calculations, schedules, designs by the supplier and all other published documents created remain property of the supplier and may not be made available to third parties in any form whatsoever without prior written consent of the supplier.
- 8.3 If a third party blames the customer for violation of intellectual and/or industrial property rights of this third party with regard to delivered goods and/or services by the supplier, the supplier shall (at its expense) make efforts to cancel the third's party rights , for example by changing the good or service and/or licensing. It only applies to goods and/or services that are produced and/or are put into circulation by the supplier itself and have not been developed based on specific instructions from the customer. In order to be able to appeal to this obligation of effort, the customer must, under penalty of dissolution, immediately inform the supplier of any violation as referred to in this paragraph and also allow the supplier to have a free hand in a possible defense or in a possible amicable settlement. Without prejudice to the provisions of article 7 supplier reserves the right to change goods and/or services at any time to avoid a possible conflict with (intellectual and/or industrial property) rights of third parties.
- 8.4 Customer fully indemnifies the supplier against all claims of third parties and against all costs and damage that result from infringement of intellectual and industrial property rights of third parties that relate to production, delivery or use of a good or business that has been developed by the supplier in accordance with the specifications or instructions from the supplier. This indemnity also applies if supplier has changed an existing good or business based on instructions of the customer.

Article 9 Termination

- 9.1 The supplier is entitled to terminate all agreements concluded with the customer with immediate effect without juridical intervention by means of a written and/or electronical notification to the customer, without being obliged to pay any compensation to the buyer and without prejudice to the supplier's right to claim compensation from the customer, if:
- (I) The customer hasn't fulfilled one or more of her obligations (in time) and doesn't fulfil its obligations within a reasonable term;
 - (II) The customer's business is partially or completely terminated or transferred and/or
 - (III) If conservatory or executory attachment is placed at the expense of the customer,

unless the customer has given adequate security (to supplier's opinion) for all the customer owes to the supplier within eight calendar days after a request from the supplier

- (IV) A case occurs as described in the articles 3.3, 3.4, 4.1 and 5.4 of these General Conditions and/or
- (V) Any other circumstance occurs, which may cause reasonable doubt to the supplier regarding the fulfilment of his obligations under the agreement.

9.2 In the cases referred to in article 9.1 the amount owed by the customer inclusive of any interest and damages shall be immediately due and fully payable.

Article10 Liability

10.1 Without prejudice to the provisions of article 7, in terms of liability of the supplier for damage of the customer by virtue of or in connection with an agreement between supplier and customer it shall apply that:

- (a) Supplier is not liable for consequential- or indirect damage such as loss of income or reduced yield, missed savings, loss of goodwill and costs related to interruption, downtime and/or restarting a business or a part of it;
- (b) For other damage than mentioned under (a), the supplier is only liable insofar as it is ensured against such cases and that insurance covers the costs in that specific case.

The limitations mentioned under (a) and (b) don't apply if customer demonstrates that damage, for which he holds supplier liable, is the result of gross negligence (deliberate recklessness) (of the supervisors) within the organization of the supplier.

Should the supplier, in spite of the limitations under (a) and (b) still be obliged to pay any compensation to the customer, it will never exceed the invoice value of the delivered goods, at least the part of it that caused the damage or is related to the damage.

10.2 If a situation results into damage for the customer (or damage is likely to arise), for which supplier is liable, the customer must immediately, at least within 3 weeks after that situation, inform the supplier in writing or electronically. In case the customer fails to notify (in writing and/or electronically) the supplier, he is not entitled to compensation, unless customer could not reasonably have known the situation within these 3 weeks. In that case the 3-week period starts from the moment the customer could reasonably have known the situation. All claims for compensation of customer expire 12 months after the situation that caused the damage, except insofar as it concerns damage that was reported to supplier in time, as indicated above.

10.3 In all cases in which supplier appeals to this article, any addressed employee(s) and/or subcontractor(s) can also appeal to it, as if it the provisions in article 10 were stipulated by the involved employee(s) and/or subcontractor(s).

Article 11 Force majeure

11.1. Supplier is not liable for damage resulting from shortcomings that are caused by circumstances for which it can't be held responsible including breakdowns in the electricity supply, breakdowns in the internet connections, breakdowns in the telephone network, strikes, business blockades, lightning strikes and slow-downs, delayed delivery to supplier of parts, goods, services ordered with third parties, illness of employees, accidents, transport problems and government measures that ban import or export of goods, required for production.

Article 12 Several liability

12.1 If the customer consists of more than one (legal) person during any moment of the execution of the agreement, each of these (legal) persons is severally liable towards the supplier for the obligations that result from the agreement.

Article 13 Provisions that remain in force

13.1 After termination of the agreement, regardless of its cause, those provision remain in force, that are intended by their nature. In the event that individual provisions would not be valid for whatever reason, the other provisions will remain in force.

Article 14 Secrecy

14.1 The customer will never reveal the agreement and all things related to this agreement reveal to third parties. The previous sentence doesn't apply if disclosure of the agreement is necessary or if disclosure is legally required. Secrecy with regard to the data, mentioned in 14.1 remains in force after termination of the agreement.

14.2 Within ten (10) days upon termination of the agreement supplier will return, as far as reasonably possible, all confidential data he/she holds (digital information as well)

14.3 If customer (or its legal successor) doesn't fulfil its obligations from article 14 for whatever reason, the customer (or its legal successor) owes an immediately due and payable penalty to the supplier of Euro [500.000] for each violation and an additional penalty of Euro [50.000] for every day, or part of it, the customer (or its legal successor) doesn't comply with its obligations, without prejudice to the right of supplier to claim, whether in court or not, additional compensation.

Article 15 Transfer rights and obligations

- 15.1 Customer can only transfer its rights and obligations resulting from the agreement to a third party with prior written and/or electronic consent of the supplier. The supplier can grant approval under conditions.

Article 16 Applicable right and authorized court

- 16.1 Only Dutch law shall apply to this agreement. The applicability of the UN Convention concerning international purchase agreements (1980 Vienna Sales Convention) is explicitly excluded.
- 16.2 All disputes that result from this agreement, including disputes on the existence and validity of it, will be exclusively settled by the competent court of supplier's residence, unless supplier wishes to submit a dispute to the competent court in customer's country or residence.

APPENDIX 1

To the General Terms and Conditions of the Association of paper wholesalers

Paragraph 1

Packing unit

- a. A long ream contains 500 sheet, unless otherwise agreed.
- b. The difference between the theoretical and actual number of sheets per packaging- or counting unit may not exceed below tolerances in 95% of the packaging- or counting units supplied:
 - ± 3% yet at least ±5 sheet for graphic paper and cardboard from 60 g/m²,
 - ± 5% yet at least ±5 sheet for other graphic papers, for packing paper and for thin special papers,
 - ± 8% yet at least ±5 sheet for special cardboard types and solid cardboard.

Paragraph 2

Deviation grammage (weight per m²)

- a. Spread of the unit value within a delivery. The difference between the ordered and the supplied grammage may not exceed below values in 95% of the supplied unit (sheet/rolls):
 - a.1 For unpressed grammage without prescribed maximum or minimum. Until

32 g/m ²	± 2,5 g/m ²
33 g/m ² - 39 g/m ²	± 8%
40 g/m ² - 59 g/m ²	± 6%
60 g/m ² - 179 g/m ²	± 5%
180 g/m ² - 224 g/m ²	± 6%
225 g/m ² and more	± 7%
 - a.2 For pressed printing- and writing paper and ironed packing paper.
Above mentioned tolerances are increased by 1 point for weights up to 32 g/m² and by 2 points above it. For example ± 2,5 g/m² becomes ± 3,5 g/m², ± 6% becomes ± 8%.
 - a.3 Special graphic papers such as for example drawing-paper and other thin papers, both pressed and unpressed.
Unless agreed otherwise these papers have an additional tolerance of 1 point on the mentioned tolerances for unpressed papers mentioned in a.1 and on pressed papers mentioned in a.2.
 - a.4 Prescribed max or min. grammage
If a max. or min. grammage is prescribed, the tolerances in the above mentioned three paragraphs are doubled.

b. Average grammage tolerance of a delivery

The differences between the ordered and supplied average grammage may not exceed below values

b.1 For unpressed printing- and writing paper and unpressed packing paper

Ordered grammage without prescribed max. or min. up to

32 g/m ²	± 2,5 g/m ²
33 g/m ² - 39 g/m ²	± 6%
40 g/m ² - 59 g/m ²	± 4%
60 g/m ² - 179 g/m ²	± 3% *)
180 g/m ² - 224 g/m ²	± 4%
225 g/m ² and more	± 5%

If 3 tons or less of a paper type is delivered, above mentioned tolerances are increased by 1 point.
For example 2,5 g/m² becomes 3,5 g/m²; 6% becomes 7%.

*) For current grammages between 60 and 179 g/m² the tolerance for specific paper types might be agreed separately, whereby the aforementioned percentage can be reduced to 2,5%.

b.2 For pressed printing- and writing paper and pressed packing paper

For these paper types above mentioned tolerances are increased by 2 points.

b.3 For papers for the corrugated cardboard industry, such as test liners, corrugated paper (Schrenz)

Ordered grammage without prescribed max. or min.

80 g/m ² - 179 g/m ²	± 5%
180 g/m ² - 224 g/m ²	± 6%
225 g/m ² and more	± 7%

b.4 Special graphic papers such as for example drawing-paper and other thin papers, both unpressed and pressed. Unless agreed otherwise these papers have an additional tolerance of 1 point on the tolerances for unpressed papers mentioned in b.2 and on the tolerances for pressed papers mentioned in b.2.

b.5 Cardboard

(I) Solid cardboard and folding box cardboard:

180 g/m ² - 249 g/m ² :	± 6%
250 g/m ² - 449 g/m ² :	± 5%
500 g/m ² and more	± 8%

(II) Special cardboard types: ± 8%

(III) Other couched and/or glued cardboard types: 150

g/m ² - 249 g/m ² :	± 8%
250 g/m ² and more	± 10%

b.6 If there are special specifications for solid cardboard and folding box cardboard, although seller and buyer haven't agreed special conditions with regard to the tolerances, tolerances mentioned in b.5 and b.6 are increased by 1 point. If a max. or min. grammage is prescribed, the in b.1 up to b.6 mentioned tolerances are doubled.

- c. Thickness-tolerance for a delivery
If a specific thickness is required for a specific purpose, manufacturer and customer must, to replace the tolerance for grammage, agree an appropriate thickness-tolerance.
Solid cardboard: If it is ordered in a specific thickness, a tolerance of $\pm 5\%$ of the order value in mm applies to all solid cardboard qualities.

Paragraph 3
Invoicing weight

- a. Paper and cardboard (for solid cardboard s. art. 4.c.) on rolls or in sheets
- a.1 On rolls
All rolls are invoiced per gross weight (weighed weight), which includes paper, cardboard and common packing paper, reels, plugs and strip iron, exclusive of possible pallets.
- a.2 In sheets (not counted)
Paper and cardboard in sheets, not counted, delivered in packs or pallets are invoiced per gross weight (weighted weight), which includes both the paper and cardboard and common packing material, exclusive of pallets.
- a.3 In sheets (counted)
The packing unit of paper and cardboard in counted sheets is invoiced in nominal weight. This weight equals the product of the actual ordered grammage (g/m^2), multiplied with the surface of the number of sheets.
- b. Overweight and underweight for deliveries of graphic paper and cardboard, other than solid cardboard
- b.1 In case of both under- and overweight the actual weight within the permissible limits mentioned in article 3.a. is invoiced, subject to below mentioned exceptions.
- b.2 In case the price per ream or per 1.000 sheet was agreed between buyer and seller, the provision mentioned under 4.a.3 shall apply.
- b.3 In case of delivery in sheets and calculation in weight unit, overweight will partly (50%) be invoiced within the permissible limits mentioned in article 3.a.
- c. Solid cardboard on rolls and in sheets
Both solid cardboard on rolls and in sheets are invoiced gross for et. The invoice weight includes the entire package such as paper, clingfilm, reels, plugs, pallets, strip iron etc. (With due observance of the provisions of article 5.1.4).

Paragraph 4
Allowed weight tolerances for deliveries

- a. Paper and cardboard in formats
The determination of the difference between ordered and supplied weight must take place before

delivery of an order or part of an order with the same delivery time, the same quality (composition of fabric, colour, surface and other qualities) and the same format. The allowed tolerances in proportion to the supplied tonnages are as follows:

Graphic paper and cardboard in formats, in common standard qualities.

Definition: Common qualities of a manufacturer are those qualities of which type, grammage and format are mentioned in its price lists, catalogues and other commercial printing.

- a.1 Graphic paper and cardboard in formats in for any manufacturer common standard qualities, grammages and formats.

Ordered quantity without prescribed max. or min. amount *)

More than 20 tons	± 2,5% with a max. of 1 ton
10 - 20 tons	± 4%
5 - 10 tons	± 5%
3 - 5 tons	± 7%
Less than 3 tons	± 8%

*) If tolerances go into one direction, tolerances from this chart are doubled.

For common qualities, that are sold in standard pallets (pre-packed units) there is no tolerance between the number of ordered and number of invoiced sheets. Counting accuracy, meaning the possible difference between the number of invoiced and the number of delivered sheets, is discussed in article 2.b.

- a.2 Graphic paper and cardboard in formats in common standard qualities and grammages, but not in standard formats

Ordered quantity without prescribed max. or min. amount *)

More than 100 tons	To be agreed in advance
50 - 100 tons	± 4%
20 - 50 tons	± 6%
10 - 20 tons	± 8%
5 - 10 tons	± 10%
3 - 5 tons	± 15%
Less than 3 tons	± 20%

*) If tolerances are only allowed to one side, the tolerances from this chart are doubled

If the ordered paper type and the technical requirements allow it, lower tolerances can be agreed separately.

- a.3 Graphic papers and special-made (not standard) paper (meaning papers with other qualities than mentioned in a.1 and a.2)

Tolerances for these types of papers may not be lower than mentioned in a.1 and a.2.

- a.4 Cardboard (other than cardboard exclusively for graphic purposes and solid cardboard).

Ordered quantity without prescribed max. or min. amount *)

More than 100 tons	to be agreed in advance
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50 - 100 tons	± 5%
20 - 50 tons	± 10%
10 - 20 tons	± 12%
5 - 10 tons	± 15%

Less than 5 tons in consultation, but higher tolerances than for quantities above 5 tons

*) If tolerances are only allowed to one side, the tolerances from this chart are doubled

a.5 Packing papers and other papers

Ordered quantity without prescribed max. or min. amount *)

More than 100 tons	To be agreed in advance
50 - 100 tons	± 4%
20 - 50 tons	± 6%
10 - 20 tons	± 8%
5 - 10 tons	± 10%
3 - 5 tons	± 15%
1 - 3 tons	± 20%

*) If tolerances are only allowed to one side, the tolerances from this chart are doubled

If the ordered paper type and the technical requirements allow, lower tolerances can be agreed separately.

a.6 Solid cardboard in formats

The determination of the difference between the ordered and the supplied weight, weighed during production or packing, must take place before delivery of an order or part of an order with the same delivery time and almost the same quality and the same format. The allowed tolerances in proportion to the supplied tonnages are as follows:

Ordered amount without prescribed max. or min. amount *)

More than 100 tons	To be agreed in advance
50 - 100 tons	± 5%
20 - 50 tons	± 10%
10 - 20 tons	± 12%
5 - 10 tons	± 15%
3 - 5 tons	± 20%

*) If tolerances are only allowed to one side, the tolerances from this chart are doubled

b. Paper and cardboard on rolls

Quantitative tolerances can, due to a multitude of sizes of rolls, not be determined uniformly. Therefore, seller and buyer must determine specific tolerances. In case they can't agree, those tolerances will be applied, that are mentioned in a.1 for graphic paper and cardboard, in a.4. for other cardboard, in a.5 for packing papers and other papers and in a.6 for solid cardboard.

Paragraph 5
Tolerances in terms of dimensions

a. Sheets

a.1 Paper and cardboard (other than mentioned in a.2 and a.3)

The permissible deviation from the ordered format and the squareness resp. the ordered with is:

1. For uncut paper and cardboard:
 - a. For the supplied lot 1% up and ½% down with a minimum of 5mm in the feed- cq transverse direction
 - b. Between reams and for sheets in one ream ½% up and down with a minimum of 3mm in feed direction
 - c. For deviation in transverse direction half of the in sub b mentioned percentages shall apply with a minimum of 3 mm
 - d. Deviation with regard to squareness of 90° may not exceed 0,3% of the length of one of the sides measured perpendicular to it.
2. Cut paper and cardboard with one right angle:
 - a. For the supplied lot ½% with a minimum of 2mm down and 3mm up
 - b. For reams and sheets in one ream ½% with a minimum of 2mm down and 3mm up
 - c. The deviation with regard to squareness of 90° for one right angle may not exceed 0,15% with a minimum of 1mm of the length of one of the sides measures perpendicular on it.
3. Treated/adjusted paper and cardboard
 - a. 2 mm up in both directions
 - b. For reams and sheets in one ream max. 2 mm in both directions
 - c. Deviation with regard to squareness of 90° may not exceed 0,15%, with a minimum of 1 mm of the length of one of the sides measured perpendicular on it.
4. For diagonal cuts the same deviations as mentioned in 6.1.d shall apply

a.2 Cardboard for special purposes

1. Tolerances for dimensions

Below max. deviations are allowed for both dimensions of the format:

- Treated/adjusted: ± 0,4% of +0,8%*) yet min. ± 3 mm of +6 mm*)
- With one right angle: ± 0,5%, yet min. 5 mm.

2. Tolerances for squareness

The tolerance for the right angle might be 2%, yet min. 12 mm, calculated over the actual length of the sides.

NB. The tolerances mentioned under 2.1. and 2.2. only apply to formats with a short side of min. 40 cm

*) In case tolerance downwards is not accepted and is mentioned in the order.

a.3 Solid cardboard

1. Tolerances for dimensions

Tolerances for both dimensions of format as follows:

- Ex machine: up to 750mm; max +3 mm, higher max +0,4%
- When indicating a max. size it is -6 mm, resp. -0,8%
- When indicating a min. size it is +6 mm, resp. +0,8%
- Treated/adjusted: max. \pm 3 mm.

2. Tolerances for squareness

The tolerance for squareness of a sheet of cardboard is max. 0,4%, calculated over the actual length of the sides.

b. Rolls

b.1 Width

For rolls, with an order width smaller than 1.60m the tolerance for width is \pm 0,5%, yet max. \pm 3 mm and min. \pm 2 mm.

For solid cardboard on rolls with an order with smaller than 1.60m the tolerance for width is max. \pm 3 mm.

If buyer prescribes a max. or min. roll width, above mentioned tolerances are doubled. For rolls wider than 1.60m tolerances are agreed separately.

b.2 Diameter

If the diameter of the rolls is prescribed and accepted by seller, the allowed tolerance is:

For paper:

- Without indication of a max. or min. diameter: - 4 cm en + 2 cm
- With indication of a min. diameter: + 4 cm
- With indication of a max. diameter: - 8 cm
- For Konsum-types special agreements can be made.

For cardboard

- Without indication of a maximum or maximum diameter \pm 6 cm
- With indication of a min. diameter: +12 cm
- With indication of a max. diameter: -12 cm

Rest rolls must be accepted by the buyer

Paragraph 6

Wood-free papers

Wood-free graphic paper may contain max. 10% wood pulp

Paragraph 7
Delivery of envelopes

a. Warehouse types envelopes

Below deviations from the description from the price list are no reason for rejection:

Dimension : height \pm 2mm
width \pm 2 mm
Squareness none

Closure : Length of flap \pm 2 mm
Insertion height \pm 2 mm

Adhesive : Rewettable 23 \pm 3 g/m² dry
Self-adhesive 18 \pm 2 g/m² dry

window : - size: width \pm 1 mm
Height \pm 1 mm
- position: \pm 2 mm

Inside: Small colour deviation

Packing: one box contains 500 envelopes, unless otherwise agreed/indicated.

Paper x): basic mass	\pm 4%
Thickness, opacity	\pm 10%
Burst pressure	125 kPa
Dynamic Stiffness (kodak Pathé)	0,25 mN.m
Porosity (Bendtsen)	800 mt/min.
Surface smoothness (Bendtsen)	600 mt/min.

x) with the exception of paper types with a basic mass of less than 70 g/m².

b. Special produced envelopes

Below deviations from agreed specifications are no reason for rejection:

Packing and design:

Dimension :height \pm 2 mm width \pm
2 mm

Squareness : None

Closure : Length flap \pm 2 mm
Insertion height \pm 2 mm

Adhesive : Rewettable 23 \pm 3 g/m² dry

Self-adhesive 18 ± 2 g/m² dry

Window : - Size: height ± 1 mm
width ± 1 mm
- Position: ± 2 mm

Interior : Small colour deviation Packing

: see a.

Paper + 9 : basic mass	± 4%
Thickness, opacity	± 10%
Burst pressure	125 kPa
Dynamic stiffness (kodak Pathé)	0,25 mN.m
Porosity (Bendtsen)	800 mt/min.
Surface smoothness (Bendtsen)	600 t/min.

+ 9 with the exception of paper types with a basic mass of less than 70 g/m².

Exterior: - Printing technique: none
- position : ± 2 mm
- Colour : small deviation
- Closure: ± 0,5 mm paragraph 3

c. Rejection limit envelopes

- b.1 Above mentioned deviations are no reason for rejection. When assessing whether a lot deviates from the mentioned limits, an average sample must be taken, approximately a square root from the number of units and can't therefore be rejected on a couple of parcels or copies.
- b.2 The window edge with respect to the side of the envelope must be, measured left or right, at least 8 mm, with retention of aforementioned tolerance, unless other dimensions must reasonable be followed for specific machines, as instructed by the machine supplier or on the basis of general acknowledged practical experience.
- b.3 Particularly in the case of deviating sizes and smaller quantities – especially when it concerns 'handiwork' – a broader tolerance in terms of format must be taken into account

d. Deviation ordered amount of envelopes

For orders of envelopes, not warehouse envelopes or types that require purchase of extra paper, the supplier is allowed to deviate max. 15% (+ and -) from the purchased quantity.

e. Quality differences envelopes

Small deviations with regard to paper colour and font and/or colour when printing are nor reason for claims.

f. Deviations ordered quantity envelopes

With regard to the ordered quantity below deviations are allowed per format:

20% for lots less than 1.000 pieces

15% for lots 1.000 - 5.000 pieces

10% for lots more than 5.000 pieces

Paragraph 8
Delivery of boxes

Dimensions of boxes:

- a. Boxes are measured inside and dimensions are mentioned in the order: length – width - height
- b. When dividing compartments the number of compartments is mentioned in the order: number of layers, number along length, number along width of the box.
- c. In the case of plates, the first mentioned dimension is parallel to the directions of the corrugated cardboard.
- d. A deviation of a maximum of + or – 5 mm is allowed in each direction, unless agreed otherwise in writing
- e. Regardless of what's mentioned under de, the inside should be smaller than the inside size of the box.

Paragraph 9
Delivery of plastic packages

- a. Small deviations in terms of colour, size, weight and print are no reason to file a complaint.
- b. The difference between the agreed material thickness and the actual thickness of the delivered material may be 10%, yet max. 0,01 (no reason to file a complaint).
Difference between the agreed length or width of goods and the actual length or width of the delivered goods is never a reason to file a complaint, unless the difference is more than 5%
Deviation of the agreed thickness, length or width of the delivered goods must be assessed based on an average copy of the delivered goods and not based on a couple of exceptional copies.
- c. We explicitly don't accept any liability for any consequential damage. We never accept liability for the influence our article might have on the quality of the packaged product.
- d. Discoloration, moisturizing, smell development of goods supplied by us which are the result of the product that is packed in our goods, is no reason to file a complaint.
- e. Ordered quantities are delivered if possible. We reserve the right to deliver 10% more or less than the ordered quantities.

Paragraph 10
Methods of research

The latest NED- or ISO-standards apply for the research methods to be applied. If no standards exist, the applicable research method must be agreed in advance.

The NED- and ISO standards are currently the following:

- a. Sampling: NED 1763 method A or ISO 186
- b. Conditioning of samples: NED 1108 or ISO 187. The conditioning for samples on a case-by-case basis must be agreed in advance, in accordance with the standard
Conditioning of samples of papers for the corrugated paper industry, such as testliners, corrugated paper (Wellenstof) and gray paper (Schrenz) will be done at 23□□and 50% r.v.
- c. Determination of the size of the sample and the number of samples
 - 1 The method for determining the sample size must be agreed in advance.
 - 2 In terms of their number, the samples taken must at least comply with the standard ISO R 186 or NED 1783 method A.
- d. Determination weight per m²: NED 1109 or ISO 536
- e. Thickness measurement: NED 1110 or ISO R 438
- f. Dimensions and squareness
Below methods can be applied:
 - 1 Measuring equipment
Instrument table: a solid table, covered with metal, plastic or glass. Firmly screwed to this table, both in horizontal and vertical direction, a steel, calibrated (0,5) ruler (long enough)
The rulers must be positioned exactly perpendicular to each other (to be checked with a calibrated triangle) and the zeros should coincide exactly. Auxiliary calibrated (0,5) ruler
 - 2 Measuring method
Checking the dimensions: Put the side to be checked on the horizontal ruler and carefully push it against the vertical ruler. Read it.
Checking squareness: Put the sheet with the long side against the horizontal ruler. Carefully push it against the vertical ruler. Now, there are 3 possibilities:
 - Squareness is 100% ok (angle is 90°).
 - Angle is smaller than 90°. You can read the deviation by means of an auxiliary ruler.
 - Angle is larger than 90°. You can read the deviation on the horizontal ruler.Turn clockwise to check the other three angles.

Results

Format deviation:

Always indicate the most deviating value of the long and short sides.

Deviation from squareness:

Indicate all four deviations. For the assessment the most deviating value is taken into account.

Paragraph 11

Other

a. Normal division of measured values

All tolerances mentioned in these General Terms and Conditions are considered as fulfilled, if 95% of the measured values in the lot remain within the prescribed tolerances. On the other hand, for 4.5% of the measured value-units the deviation may not exceed 1,5 x the tolerance value. Max. 0,5% of the total number of measurements may exceed this limit of 1,5 x. the tolerance value.

b. For all technical characteristics, for which no tolerances are mentioned above, small deviations can't be a cause for disputes, insofar as the delivered goods are suitable for the purpose for which they were ordered.

c. A corrugated positioning of paper and cardboard is not considered as a shortcoming.

d. The buyer of deliveries that come straight from the fabric (without our interference) is obliged, to a maximum of 10% of the ordered quantity, to accept a paper or cardboard that slightly differs from the ordered product, yet can fulfil the same purposes as the ordered paper or cardboard.

These General Terms and Conditions were filed on 21st November 2012 at the Registry of the District Court of The Hague under number 77/2012 and on 16th November 2012 at the Chamber of Commerce in The Hague under number 40407108.