



RDM Group Standard Sales Terms and Conditions

1. General

1.1 In the following Standard Sales Terms and Conditions the term “**Seller**” shall mean the respective cardboard manufacturer or cardboard seller Reno De Medici S.p.A., R.D.M. Ovaro S.p.A., R.D.M. Magenta S.r.l., Pac Service S.p.A., R.D.M. La Rochette S.A.S, RDM Blendecques S.a.s., Reno De Medici Arnsberg GmbH, RDM Barcelona Cartonboard S.A. as companies belonging to the RDM Group, and the term “**Buyer**” shall mean the person or legal entity with whom the Seller enters into a business relationship.

1.2 These Standard Sales Terms and Conditions shall apply to any contract concluded between the Seller and the Buyer (hereinafter referred to as “Contract”) as well as to any subsequent orders in the case of ongoing business relationships, whereby the applicability of any general terms and conditions of the Buyer shall be excluded. By ordering goods from the Seller, the Buyer is deemed to have accepted these Standard Sales Terms and Conditions.

1.3 These Standard Sales Terms and Conditions shall also apply if the Buyer has communicated or communicates its own differing general terms and conditions or if these are printed on documents issued by the Buyer, including in particular order forms. Any counter-confirmations by the Buyer that includes different terms and conditions are expressly rejected.

1.4 INCOTERMS in the version currently in force (currently INCOTERMS 2010) as issued by the ICC (International Chamber of Commerce) shall apply only upon explicit written agreement indicated in the order that shall contain the reference to the INCOTERMS initials applied.

1.5 Any offers issued by the Seller shall not be binding.

2. Orders

2.1 Orders, as well as modifications to confirmed orders by the Buyer or any oral agreements shall be deemed accepted and binding only upon written confirmation by the Seller through its authorized representative. Failure to reply by the Seller shall not be

deemed tacit approval. In the event that the terms contained in a confirmation of order by the Seller differ from those contained in the Buyer’s order, the terms set out in the Seller’s confirmation shall be deemed accepted by the Buyer unless the Buyer objects to such terms within twenty-four (24) hours. The Seller shall not accept liability for or be subject to any duty of inspection in respect of any errors in the confirmation of order unless notified thereof forthwith by the Buyer on receipt of the confirmation of order or at the latest within twenty-four (24) hours from such receipt.

2.2 In no event the Seller accepts cancellation of orders already confirmed. In the case of cancellation of the confirmed orders, the Seller has the right to ask the Buyer the price of the goods ordered and compensation for any direct and/or indirect damage, without exception, except otherwise expressly agreed between the parties.

3. Price

3.1 The price of the products and the currency are indicated in each order confirmation plus VAT valid for each country and/or reference period.

3.2 Unless otherwise agreed in writing by the parties, in particular by way of INCOTERMS, the price shall include customs charges, non-standard packaging, loading costs and transport costs. Any charges for additional services, if any, will be agreed from time to time by the parties. In the event of a conflict between the Buyer’s order and Seller’s order confirmation, the terms and conditions contained in the Seller’s order confirmation shall prevail.

3.3 In case of the delivery of the goods later than the period indicated in each order confirmation and for reasons attributable to the Buyer, the latter shall pay to the Seller in addition to the purchase price, warehouse costs, for the amount equal to Euro 0.30 per T/day or the same amount in the agreed currency for each day of storage.

4. Terms of payment

4.1 The Buyer must arrange payment of the price in accordance with the terms of payment contained in each order confirmation.

4.2 The price must be paid by the Buyer in accordance with the payment modalities agreed by the parties. Collection costs, if any, will be borne by the Buyer. The payment obligation will be considered fulfilled only at the time of complete collection by the Seller.

4.3 If the Buyer's financial situation has significantly deteriorated or the credit insurance company either cancels or reduces the limit granted in respect to the Buyer, the Seller shall have the right, notwithstanding any respite granted or bills of exchange or cheques accepted, to request either full or partial payment of the price or the provision of further reasonable security for payment by the Buyer in a form reasonably acceptable to the Seller prior to delivery. If the Buyer fails to comply with such a request, the Seller shall have the right to terminate the Contract after granting a reasonable period of grace.

5. Retention of Title

5.1 Until the purchase price plus any default interest and expenses incurred in connection with reminders and collecting of monies as well as other costs have been paid in full, the delivered goods shall remain the property of the Seller. The Buyer shall be obliged to provide for adequate insurance coverage for the products subject to retention of title. The Buyer shall not be entitled to pledge, or otherwise assign as a security, the goods subject to retention of title.

5.2 The Buyer shall be entitled to process and resell goods subject to retention of title in the ordinary course of its business, provided that the Buyer is not in default of payment. If goods subject to retention of title are processed to a new product together with goods not owned by the Buyer, the Seller shall acquire joint ownership in such new products in proportion to the value of the goods subject to retention of title.

5.3 The Buyer herewith assigns to the Seller, by way of security, the Buyer's claims against third parties that arise from the resale of goods subject to retention of title (extended retention of title). The Seller accepts such assignment. In respect of goods subject to retention of title that are processed together with other goods, the Buyer assigns to the Seller the claims arising

from the resale of the new products in an amount corresponding to the invoice value of the goods subject to retention of title. The Buyer is authorized to collect these claims. The Seller has the right to limit or revoke the Buyer's authorization to collect such claims for justified reasons, in particular if the Buyer is in default of payment.

6. Default by the Buyer

6.1 In the event of a delay in or refusal of acceptance of delivery continuing for more than fourteen (14) days, the Seller shall, in addition to its other rights (such as termination), be entitled to store the respective goods at the expense and at the risk of the Buyer, and to invoice such goods as duly delivered and accepted. In this case the purchase price shall become due for payment immediately.

6.2 Should the Buyer be in default in making any payment due under the Contract, the Seller shall have the right to withhold any further deliveries forthwith by written notice to the Buyer until such payment has been received by the Seller. In the event of a default in payment by the Buyer under the Contract, the Seller shall further be entitled to terminate the Contract forthwith by written notice to the Buyer and to request that the Buyer settle any outstanding payments, even if they are not yet due or if a respite has been granted. In such a case, agreed discounts shall become void, and the Seller shall be entitled to claim the full invoiced amount without deductions.

6.3 The exercise of any of the above rights by the Seller in an event of default shall in no case trigger any liabilities and/or obligations of the Seller to the Buyer, such as, in particular, an obligation to pay damages.

7. Force Majeure

7.1 Upon the occurrence of an event of force majeure, the Seller shall be entitled to extend the term of delivery by the duration of the respective event plus a reasonable period for recommencement of operations, or to terminate the Contract in part or in full, whereby any claims of the Buyer (in particular damage claims) shall be excluded.

7.2 Any and all events the cause of which is beyond the reasonable control of the Seller

shall be deemed events of force majeure, including but not limited to:

- a) industrial disputes of any kind, difficulties in procuring means of transport, closed borders, decrees by the authorities, export embargoes or other circumstances affecting the operations of the Seller; or
- b) forces of nature, acts of war, riots, revolts, revolution, terrorism, sabotage, strikes, arson, fire, natural disaster, failure to obtain required official permits; or
- c) late delivery or non-delivery by the Seller's suppliers, in particular as a consequence of energy crises or raw material supply crises, or if the procurement of raw materials in respect of prices and/or quantities is not possible on economically reasonable terms and this situation was not foreseeable for the Seller at the time the Contract was concluded, or for any other reason not attributable to the Seller.

8. Warranty

8.1 Subject to the following provisions, the Seller solely warrants that goods delivered pursuant to a Contract shall comply with all properties and characteristics expressly agreed in writing or to be expected pursuant to the legal provisions at the time when risk passes to the Buyer. The Seller does not undertake any warranty in respect of defects caused by improper handling, wear and tear, storage or other acts or omission of the Buyer or of third parties; nor does the Seller undertake any warranty concerning the use or fitness of the goods for any particular purpose unless expressly agreed in writing.

8.2 It is expressly acknowledged that the Seller warrants only those properties, characteristics and specifications of the delivered goods as agreed properties, characteristics and specifications that were agreed in writing at the time the Contract was concluded (and not in any informal correspondence prior to or after such time).

8.3 The Buyer shall inspect the delivered goods forthwith upon receipt, however, in any case prior to processing the goods, as

to any defects. The use by the Buyer of any defective goods following the notification of the defects shall only be permissible upon the Seller's prior written approval. For claims in connection with defects, the following provisions shall apply:

- a) in case of deviations in quantity exceeding the percentages as established by each Seller (*i.e.* delivered quantity is larger or smaller than contracted quantity of more than the percentages set by each Seller) the defects are to be notified by the Buyer to the Seller forthwith, however, in any event within seven (7) days after receipt of documents showing the weight or quantity of the delivered goods and/or after delivery;
- b) in case of defects in quality which can be ascertained by visual inspection of the goods or the packaging or by sampling, the defects are to be notified by the Buyer to the Seller at the moment of the delivery by noticing such defects in the delivery note, and, in any case within two (2) days after delivery;
- c) in case of defects in quality which cannot be ascertained by visual inspection or by sampling, the defects are to be notified by the Buyer to the Seller within eight (8) day from the discovery, and, in any event within six (6) months from the delivery. Later notifications of defects/complaints cannot be accepted;

8.4 When notifying a defect, the Buyer shall identify the goods clearly and include a list giving details of each defect claimed and provide the Seller with any documents to support such claim. Any such notification shall be in writing and shall be addressed exclusively to the Seller and/or its sales organization. If such notification is not effected in compliance with the above provisions, any and all warranty, damage and other claims of the Buyer shall be excluded.

8.5 Until the facts of the case have been ascertained, the Buyer shall duly store the goods and, in the interest of both

contracting parties, keep them insured to cover the purchase price.

8.6 Defects in the delivered goods shall be remedied in the Seller's discretion by improvement or replacement of the item not free of charge. In the event that improvement or replacement is either impossible or would involve unreasonably high expenses for the Seller, the Buyer shall be entitled to a reduction of the price. Any claims in addition thereto, such as in particular claims for cancellation of the Contract, claims for damages including lost profits or claims for substitute performance, shall be excluded to the extent permitted by law. Any legal presumption to the effect that the goods were defective upon delivery if a defect is detected within the first six (6) months from delivery shall be excluded.

8.7 The fulfilment of any warranty obligations of the Seller shall be subject to the Buyer fulfilling any and all of its contractual obligations, in particular its payment obligations as agreed.

9. Intellectual Property, Third Party Rights, Legal Requirements, Confidentiality

9.1 The Buyer shall indemnify and hold harmless the Seller, upon the Seller's first demand, from and against any damage resulting from alleged or actual claims by third parties in connection with the fulfilment of the Buyer's orders if the fulfilment of such orders pursuant to the specifications given or supplied by the Buyer to the Seller infringes rights of third parties, such as *e.g.* industrial property rights.

9.2 Documents are made available to the Buyer exclusively for the purpose as set out in the Contract and are therefore confidential and may not be disclosed to any third party without the Seller's written consent. The Buyer undertakes to observe any industrial property rights to which the Seller or the Seller's supplier may be entitled and shall be liable for any damage resulting from non-compliance with such obligation.

10. Liability

10.1 Any claims against the Seller which are not explicitly permitted pursuant to the Contract or to these Standard Sales Terms and Conditions shall be expressly

excluded to the extent this is legally admissible.

10.2 Any damage claims of the Buyer that are not asserted within six (6) months of the Buyer becoming aware of the damage shall become statute-barred. If this six-months limitation period for damage claims is not valid under the applicable laws, then such period shall be deemed prolonged to the minimum limitation period permissible under such applicable laws.

10.3 Any liability of the Seller for slight negligence shall be excluded, except for cases of personal injury and mandatory legal provisions.

10.4 The amount of any damage claims justified on the merits pursuant to mandatory legal provisions and/or pursuant to the Contract and these Standard Sales Terms and Conditions shall be limited to the purchase price of the respective delivery, except for cases of intent and gross negligence. Any liability for lost profits, indirect damage or consequential damage caused by a defect shall be excluded, except for cases of intent and gross negligence. Any liability for unforeseeable damage shall be excluded to the extent permissible under the laws applicable to the Contract.

11. Product liability

11.1 The Buyer shall be obliged to use the goods manufactured, imported or brought into commercial use by the Seller in accordance with their specifications, and to ensure that these goods (also as raw material or components) shall only be made available to persons who are acquainted with the hazards and risks attaching to these products for use pursuant to the specifications and/or shall only be brought into commercial use by such persons.

11.2 Any specific properties of the Seller's products shall be deemed agreed only if explicitly confirmed in writing. The Seller shall not be liable for any damage due to the faulty construction of a product of which goods delivered by the Seller constitute a component or caused by instructions for use of the manufacturer of such products.

11.3 Furthermore, if the Buyer uses the goods delivered by the Seller as raw material or components for its own products, the Buyer shall be obliged when bringing such



products into commercial use to extend the obligatory information to be provided to consumers under product liability law also to the goods delivered by the Seller.

11.4 The Buyer is obliged to observe the products brought into commercial use by it also after having brought them into commercial use as to any detrimental properties or hazards in connection with their use as well as to pay attention to the scientific and technical developments relating to such products and to inform the Seller forthwith of any defects of the goods delivered by the Seller detected thereby.

11.5 The Buyer shall indemnify the Seller for any liabilities, losses, damages, costs and expenses incurred by the Seller owing to a failure by the Buyer to comply with the above provisions.

11.6 If the Buyer or the Seller has indemnified a third party due to a defective product under mandatory provisions of product liability law and recourse is sought, the burden of proof that the defect in the end product was caused or partly caused by a defect in the goods delivered by the Seller, shall always be on the Buyer. Claims for recourse by the Buyer against the Seller shall furthermore be deemed excluded, except for cases of intent and gross negligence.

12. Waiver

12.1 Any failure by the Seller to exercise or enforce its rights hereunder shall not be deemed to be a waiver of any such right; therefore, the right to exercise or enforce such a right at a later time is explicitly reserved.

13. Governing Law, Jurisdiction

13.1 The Contract as well as these Standard Sales Terms and Conditions shall be governed by the substantive national law of the country where the Seller has its corporate location as amended at the time of the conclusion of the Contract.

13.2 The applicability of the UN Convention on Contracts for the International Sale of Goods is hereby explicitly excluded.

13.3 Any and all disputes arising out of or in connection with any Contract or with these Standard Sales Terms and

Conditions, or any infringement, termination or nullity thereof, shall be subject to the exclusive jurisdiction of the Court having territorial and subject matter jurisdiction for the Seller's corporate location. Any such disputes may also be brought before the Court having territorial and subject matter jurisdiction for the Buyer's corporate location, at the sole discretion of the Seller.

14. Miscellaneous

14.1 Any notices made on behalf of the Seller shall be legally binding only if issued by the required number of authorized representatives (managing directors, authorized signatories, proxies).

14.2 Any agreements between the Seller and the Buyer must be made in any written form. Verbal agreements shall be void. Changes and amendments to these Standard Sales Terms and Conditions shall only be effective if made in writing. This requirement shall also be deemed to be met in the case of facsimile or e-mail transmissions.

14.3 If any provision of a Contract or of these Standard Sales Terms and Conditions should be unenforceable in whole or in part, the remaining provisions shall remain unprejudiced. In the case of such partial unenforceable provisions with provisions that reflect the intention of the unenforceable provisions as closely as possible.

15. Electronic Mailing of Documents

15.1 Provided that the Buyer agrees separately and in writing, documents relevant to its order (e.g. confirmation of order, delivery note, invoice) shall be sent to the Buyer via e-mail or in another suitable electronic form. All transmissions to the e-mail address or any other electronic address advised by the Buyer shall be deemed delivered to the Buyer upon mailing.

