

GENERAL TERMS AND CONDITIONS OF SALE LAHPAPER (status January 2017)

1. Scope of Application

The following general terms and conditions will apply to all agreements, including future agreements, of the parties. Diverging terms and conditions will only apply if they are confirmed in writing. The present general terms and conditions replace all former terms and conditions.

General terms and conditions of our business partners diverging from our own conditions will not apply unless agreed in writing between the parties.

An order must be accepted on our part by a written order confirmation which defines the content of the order and thus brings about a valid agreement; collateral agreements need also be in writing to become effective.

2. Prices

Our prices are net prices; they do not yet include the statutory turnover tax. Shipping charges and insurance fees etc. are carried by the customer unless agreed differently. We will carry any packaging costs.

3. Payment

Cheques, bills of exchange or other promises to pay are considered as payment within these terms and conditions only after having been honoured. Discounting and bill charges or other charges will be carried by the customer.

In case of financial difficulties of the customer, in particular delay of payment, protesting of a cheque or a bill, we will be entitled to demand payment in advance for future deliveries.

We will be entitled to make the production start of orders contingent upon the provision of a security up to the full amount of an order; this applies to tailor-made orders and those which, due to their particular properties requested by the customer, cannot be exploited any more, or with difficulties only.

A right of retention or setoff against our claims for payment can only be asserted as far as counter-claims have not been contested or if they have been recognized by a declaratory judgement.

4. Warranty, Liability, Notification of Defects

Notification of defects relating to obvious defects or volume discrepancies are only admitted, if they arrive in writing at our office within 5 working days after arrival of the goods in the factory of the customer or the consignee specified by the customer. Defects which could not be determined in the course of a regular inspection of incoming goods or could only be determined in the course of converting have to be notified likewise within 5 working days after detection.

Volume discrepancies of +/- 10 % are in any case accepted by the customer and will result in an adjustment of the invoice.

We will carry the costs for return shipments under the terms of warranty and will decide after notification by the customer how we will take back the goods and by which carrier. Expenses in connection with return shipments carried out without our agreement will be reimbursed only up to an amount equivalent to such sum we had to pay to a carrier of our own choice.

We cannot be held responsible for any breach of duty except for major breach of contract unless we or one of our agents are held responsible for intentional or negligent violation of duties. This limitation of liability does not apply in the case of damage or injury to life, limb or health.

5. Reservation of Title

We reserve the title in any goods delivered until all claims resulting from the business relationship are completely paid. The inclusion of individual claims into a current invoice or the striking of balance and its confirmation do not revoke a reservation of title.

If the customer converts goods, which are subject to a reservation of title, into a new movable item, the converting will take place on our behalf without committing us in any way. The new item passes into our ownership. If goods are converted together with other products not belonging to us, in order to form a new item, we will acquire co-ownership in the new item proportionate to the value of the goods subject to a reservation of title in relation to the any other goods. The same applies in the case of combination, mixture and blending.

If the customer sells goods which are subject to a reservation of title, either alone or in combination with goods not belonging to us, the customer herewith assigns to us all claims resulting from resale up to an amount equally to the value of the goods subject to the reservation of title including all ancillary rights and a priority before the remaining claims. We accept the assignment.

We are entitled to withdraw from the agreement and to take back the converted or unconverted goods which are subject to the reservation of title, if the customer's payment is delayed or he has not paid at all, despite a grace period granted, and a notice that goods delivered will be withdrawn.

6. Governing Law, Jurisdiction, Place of Performance

The place of performance is Lahnstein. In case goods are shipped to the customer from another stock location, this location will be the place of performance.

It is agreed that the courts of Koblenz have the domestic and international jurisdiction for disputes arising between us and the customer. We will be entitled, however, to take legal action at the place of general jurisdiction of the customer or any other court having jurisdiction based on domestic or foreign law.

This agreement is governed by German Law under the exclusion of the CISG.

In the event that an English translation of these General Terms and Conditions exists, it is agreed that the German version shall be definitive.

7. Miscellaneous

Alterations and amendments of this agreement must be made in writing. This requirement applies among merchants also to the alteration of the writing clause itself.

In case a provision of these general terms and conditions or the agreement based on these terms and conditions is invalid, the validity of the remaining provisions of the general terms and conditions or the agreement shall not be affected thereby. The parties will undertake to substitute the invalid provision by a valid provision achieving as closely as possible the intended economic purpose of the invalid provision.