

1. General Terms and Conditions

- 1.1. All deliveries and performances (together "Delivery") of Smurfit Kappa Deutschland GmbH and companies affiliated pursuant to Sections 15 ff. AktG [German Company Law] (referred to as "Smurfit Kappa") are only effected based on the present General Terms and Conditions. Differences in or amendments or additions to the Contract require the written form to be operative.
- 1.2. The general terms and conditions of business of the Customer placing the order explicitly do not apply, unless Smurfit Kappa acknowledges them in writing as complementary to its AVB. The actual Delivery itself is not deemed to be any such acknowledgement.

2. Offer, Order Placement, Conclusion of Contract

- 2.1. Offers made by Smurfit Kappa are always subject to confirmation and are not binding. All order placements require acceptance in the form of a written order confirmation from Smurfit Kappa that governs the content of the Contract.
- 2.2. Dimensions specified by Smurfit Kappa relate to inside measurements in millimetres in the order of length x breadth x height.

3. Price, Payment, Security

- 3.1. All prices are billed together with the decisive value added tax required by law.
- 3.2. Prices are applicable ex-works and do not include shipment costs and costs for packaging, insurance and other ancillaries (storage, external audit), which are all borne by the Customer.
- 3.3. Smurfit Kappa retains the right to increase prices to cover all extra costs incurred upon or after conclusion of the Contract, such as price increases in raw materials, wage increases etc., that either directly or indirectly raise production costs.
- 3.4. Invoices issued by Smurfit Kappa become due for payment within 14 days subject to 2% discount on the gross value of the goods or without discount net within 30 days, as from the respective date of invoice. In case of payment by cheque, payment shall be deemed received at the date when the amount invoiced is credited to Smurfit Kappa's bank account.
- 3.5. Bills of exchange eligible for discount and after tax are only accepted by Smurfit Kappa if explicitly so arranged on account of payment. The Customer bears the discount charges and costs incurred by honouring the bill. The debt is only redeemed by the bill being honoured; any discount is ruled out.
- 3.6. In cases of default in payment or should the creditworthiness of the Customer deteriorate, Smurfit Kappa may render its claims due for payment immediately, call for surety or withdraw from the Contract. Smurfit Kappa is also entitled to only effect outstanding Deliveries in return for advance payment or the provision of surety.
- 3.7. The Customer is only entitled to offset if counterclaims are undisputed or have been established by declaratory judgement. The same applies to rights of retention, where the counterclaim must also be generated from the selfsame Contract.

4. Delivery

- 4.1. If a period of time for delivery has been set, it starts with the dispatch of the order confirmation, not, however, prior to having clarified all issues of relevance to production (e.g. Customer release of print/die-cutting, availability of permits from the authorities). The delivery interval is interrupted for the length of time taken by the Customer to check production samples and such like. Should the Customer call for changes affecting the duration of production after the order has been confirmed, the period of time for delivery starts to run anew after confirmation of said changes.
- 4.2. If the Customer collects the goods from Smurfit Kappa, the period of time for delivery is deemed complied with if willingness to despatch has been notified. Otherwise compliance with the delivery period is deemed given when Smurfit Kappa dispatches the Delivery.
- 4.3. In the event of delay with delivery and the Customer sets Smurfit Kappa an appropriate period of time for remedy that proves to be unsuccessful, the Customer may withdraw from the Contract; in the event of partial delay, however, the Customer may only withdraw from the Contract if partial delivery is of no interest. Claims to compensation for damages on the part of the Customer for delayed delivery are ruled out, unless the delay is derived from wilful intent, gross negligence or the violation of major contractual duties. This limitation of liability does not apply, if a commercial fixed deal has been arranged. In all other respects Clause 7 applies to claims for damages.
- 4.4. In cases of force majeure or other circumstances for which Smurfit Kappa is not responsible, e.g. war, unrest, natural catastrophes, accidents, strikes, lock-outs, operational disruptions, difficulties in obtaining raw materials, the deadlines arranged adjust to the duration of the hindrance and an appropriate run-in time. If the hindrance lasts for longer than three months, the two Parties may withdraw in whole or in part from the Contract governing the Delivery in question after having unsuccessfully set an appropriate period of time for remedy. In such cases, there are no claims to compensation for damages.
- 4.5. Should the Customer delay in accepting the Delivery, Smurfit Kappa may take the consignment into storage at the expense of the Customer or store it and bill the Delivery. The risk of accidental perishing or accidental deterioration of the delivery is transferred to the Customer from the moment the Customer delays in accepting the Delivery.
- 4.6. Smurfit Kappa is entitled to deliver in instalments unless this obviously conflicts with the justified interests of the Customer.

5. Dispatch, Packaging

- 5.1. If dispatch has been arranged, it is effected ex-works for the account and at the risk of the Customer. The risk is also transferred upon dispatch, if delivery has been arranged freight-paid. Smurfit Kappa chooses the freight operator and the means of transport.
- 5.2. All prices include strapping. If the Customer requires further packaging (e.g. wrapping), this requirement and the calculation thereof must be in written form.
- 5.3. If delivery is on pallets and/or with sheeting, the Customer signs for the receipt thereof and returns the transport aids in the same number, type and quality to Smurfit Kappa. Otherwise the transport aids will be billed to the Customer at market value within one month of delivery.
- 5.4. Should Smurfit Kappa keep a pallet account of its own transport aids for the Customer, showing status and changes, the Customer may request a monthly statement of said account for the purpose of checking balances. The balance is deemed accepted by the Customer unless the Customer files written objection to it within 14 days after receipt.

6. Warranty

- 6.1. Smurfit Kappa makes no commitment of procurement or guarantee, unless set down in written form. The reference samples presented to the Customer for checking are binding for the workmanship of the Delivery.
- 6.2. The Customer undertakes to file complaint of any deficiencies in the Delivery with Smurfit Kappa within 14 days of receipt thereof. The Customer also undertakes to examine the Delivery if reference samples are sent. Complaints relating to concealed deficiencies are to be filed within 14 days of their discovery. In all other respects Section 377 HGB [German Commercial Code] applies.

- 6.3. Differences to statements made in the prospectus or in advertisements and earlier offers and/or quality symbols printed on Deliveries do not constitute a deficiency. Samples are made by hand, so there might be technically related differences between the samples and the mechanically produced products that do not justify complaint. Differences that are customary in the trade, particularly those relating to the composition of material, adhesive, colour, smoothness, purity, weight and strength of the processed papers do not entitle to file complaint, in particular fluctuations in weight of up to 10% upwards or downwards.

- 6.4. For technical reasons relating to production, Smurfit Kappa retains the right to effect Deliveries that are higher or lower than the order placed to an extent that is reasonable; up to 500 pieces, a difference of 20%, up to 3,000 pieces of 15% and in excess of 3,000 pieces of 10%; the Customer undertakes to recognise such excess or reduced quantities in this scope. The goods actually delivered are subject to payment. With partial Deliveries, the surplus or decreased quantities may be distributed over the single Deliveries.

- 6.5. In the presence of a defect for which Smurfit Kappa is responsible upon the transfer of the risk, Smurfit Kappa is entitled within a reasonable space of time to choose either to eliminate the defect or to replace delivery ("subsequent remedy"). Should the subsequent remedy prove to be a failure, the Customer may withdraw from the Contract governing the Delivery in question or reduce the purchase price. Clause 7 applies to claims for compensation of damages.

- 6.6. Claims to warranty become statute-barred in 12 months from delivery. The statutory deadlines for warranty are applicable, providing they are longer by law than 24 months.

7. Liability

- 7.1. Smurfit Kappa is only liable, for whatever legal reason, in cases of wilful intent, gross negligence and the negligent violation of major contractual duties. In cases of slight negligence, liability is limited to the foreseeable damages typical for the Contract. The above restrictions of liability do not apply to damages derived from injury to life, body or health, claims derived from the Product Liability Act, a guarantee or commitment to supply or in cases of malice.

- 7.2. For limitation of the right of action in respect of compensation claims, Clause 6.6 applies. This does not apply in cases of wilful intent or with claims derived from the Product Liability Act.

8. Retention of Title

- 8.1. Until all claims of Smurfit Kappa are satisfied (including receivable balance from current account) in respect of the Customer and its Group, Smurfit Kappa is accorded the following securities. If their value is in excess of the claims by more than 20%, the Customer may call for the securities in excess thereof to be released at the discretion of Smurfit Kappa.

- 8.2. Smurfit Kappa retains title to the delivered goods. The Customer may process and resell the goods thus reserved in the course of proper business transactions, providing the Customer does not default in payment. Attachments or collateral assignments are inadmissible. The Customer undertakes to insure the reserved goods adequately at its own expense at market value.

- 8.3. If the Customer sells the reserved goods on their own or in combination with goods that do not belong to Smurfit Kappa, the Customer herewith assigns all claims to payment from the resale with all ancillary rights to Smurfit Kappa. If the resold reserved goods are also partly owned by Smurfit Kappa, the assignment relates to the amount corresponding to the share in the goods.

- 8.4. Smurfit Kappa accords the Customer revocable empowerment to collect the assigned claims to payment. This collection authority may be revoked if the Customer fails to satisfy its duties to payment properly or if petition is filed on its assets for insolvency. In these cases, Smurfit Kappa may call for the Customer to disclose the assigned claims and their debtors, to provide all information required for collection of the claims, to surrender the appropriate documents and to notify the debtor of said assignment.

- 8.5. The Customer handles and processes the reserved goods for Smurfit Kappa without any obligations being thus generated. For processing together with goods that do not belong to Smurfit Kappa, Smurfit Kappa acquires co-title to the new item proportionately in the ratio of the invoice value of the reserved goods to the remaining part of the processed goods at the time of processing.

- 8.6. In cases where the Customer acts in violation of Contract, particularly if the Customer defaults in payment, Smurfit Kappa may take back the reserved goods or call for the assignment of the Customer's claims to restitution in respect of third parties. Withdrawal from the Contract does not rule out claims to damages against the Customer. After taking back the reserved goods, Smurfit Kappa may realise them otherwise and offset the revenue against the liabilities of the Customer subject to the deduction of appropriate exploitation costs.

- 8.7. In cases of pledgings or other third-party access, the Customer will make the title of Smurfit Kappa known and notify Smurfit Kappa immediately. Costs, particularly for action brought by a third party claiming title to the attached property (Section 771 ZPO [German Code of Civil Procedure]) will be borne by the Customer.

9. Industrial Property Rights, Copyrights

- 9.1. The Customer is responsible for heeding the industrial property rights and copyrights (together "protected privileges") of third parties. Should implementation of the Contract violate third party protected privileges or if the third party asserts claims against Smurfit Kappa, the Customer undertakes to defray the thus incurred expenses of Smurfit Kappa.

- 9.2. Titles, industrial property rights and reproduction rights in respect of its own drawings, drafts, trial prints, samples, constructions etc. remain with Smurfit Kappa. The licence to use or sell a draft or a model conceded to the Customer does not constitute any right of reproduction.

- 9.3. If, when handling the order placement, Smurfit Kappa produces or procures lithographs, copies, (converting tools, printing dies or other production aids, these are to be paid for by the Customer net without discount. The title and copyrights of Smurfit Kappa remain unaffected, even after the Contract has been satisfied. The Customer has no claim to title or procurement of ownership.

10. Miscellaneous

- 10.1. Smurfit Kappa may affix company logos and production data to Deliveries pursuant to corresponding exercises or regulations and the space available.

- 10.2. Place of performance and exclusive jurisdiction is Hamburg. Smurfit Kappa may also bring action against the Customer at the Customer's place of jurisdiction.

- 10.3. Exclusively the laws of the Federal Republic of Germany are applicable, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980.

- 10.4. Smurfit Kappa handles and processes person-related data subject to BDSG [German Federal Data Protection Act].

- 10.5. Should individual provisions of a Contract between Smurfit Kappa and the Customer prove ineffective the validity of the Contract in all other respects shall not be affected hereby.