

## **General Terms of Purchase of Inter-Papier-Handelsgesellschaft mbH**

### **§ 1**

#### **Application**

These General Terms of Purchase apply exclusively. Any conditional or different terms proposed by the Buyer in his offer or acceptance are objected to and will not be binding unless assented in writing by Inter-Papier-Handelsgesellschaft mbH. These General Terms of Purchase apply even then, when a shipment is accepted with notice of objective terms of the supplier.

General Terms of Purchase of Inter-Papier Handelsgesellschaft mbH apply to all future business relations with the supplier.

### **§ 2**

#### **Contract conclusion**

Only written orders are legally binding. Orders by telephone or word-by-mouth have to be approved by Inter-Papier-Handelsgesellschaft mbH in written notice. The supplier has to acknowledge the order of Inter-Papier Handelsgesellschaft mbH forthwith as well in written notice. Delivery schedules will be obliging, if the supplier does not contradict within two weeks. The forwarded specifications and service descriptions are decisive to the extent of the liability of the supplier. In absence of any forwarded special specifications, the information in the supplier's offer or prospectus is decisive.

### **§ 3**

#### **Dates of delivery**

Dates of delivery have to be kept. All orders with specific delivery date are fixed-date purchases as per § 376 German Commercial Code (HGB). In case of delay, Inter-Papier-Handelsgesellschaft mbH is entitled to withdraw from the contract without an additional respite. In case of gross negligence or fault, Inter-Papier-Handelsgesellschaft mbH is entitled to demand damages for non-performance. The supplier is only allowed to appeal to force majeure, if the hindrance was forthwith notified to Inter-Papier-Handelsgesellschaft mbH. In

all other cases the right to demand for supply and damages for delivery delay or demand for damages for non-performance or withdraw from the contract is reserved. The supplier has to cover the delay of a subcontractor.

#### § 4

##### Warranty

The legal guarantee claims are unabridged part of the contract. Inter-Papier-Handelsgesellschaft mbH is entitled at it's own choice to ask for rectification of defect or replacement delivery. The supplier is obliged to carry all necessary costs for the rectification of defect or the replacement delivery. Explicit reserved is the right of damages for non-performance. The period of warranty is 24 month, calculated since passing of risk.

The aforementioned warranty rules apply aswell to replacement delivery or rectification of defect, particularly the period of warranty starts new for these performances.

The supplier has to pay all costs arising to Inter-Papier Handelsgesellschaft mbH because of default of the supplier. In case of resale this title contains in particular necessary extra expenses for transport, labour and material as well as damages. The supplier has to keep Inter-Papier Handelsgesellschaft mbH free of these claims.

#### § 5

##### Retention of title

Due to the fact, that Inter-Papier Handelsgesellschaft mbH normally resales the ordered goods to third parties and that these goods usually are treated or converted, the delivery has to be made free of any retention title.

#### § 6

##### Payment

The payment will be made within 14 days with 3 % discount or net within 30 days after receipt of a proper invoice and delivery. The payment period starts respectively with the later event.

§ 7

Miscellaneous

The domicile of Inter-Papier Handelsgesellschaft mbH is jurisdiction and place of payment. Place of fulfilment for the delivery is the agreed place.

If any term, provision or condition of this agreement is void or becomes void, then this shall not affect the validity of all other terms, provisions and conditions.

All contracts between the Seller and Inter-Papier-Handelsgesellschaft mbH, including these General Terms of Sale, shall be constructed under and governed by and interpreted in accordance to German law. The United Nations Convention on the International Sale of Goods shall be excluded.

In case of a discrepancy between the english and the german version of these General Terms of Sale, only the german version is applicable.