

General Terms and Conditions of Sale and Delivery No. 17

§ 1 Scope of Application; Written Form Requirement

(1) These General Terms and Conditions of Sale and Delivery (TSD) apply to all sales and deliveries, contracts for work and materials and to all comparable exchange agreements entered into by any of the legal entities and companies of the HUBER group with their registered office in Europe.

These apply in particular to agreements entered into by the following HUBER companies, hereinafter also referred to as "HUBER":

HUBER Packaging Group GmbH, Öhringen/Germany;

HUBER Packaging AG, Aesch/Switzerland;

HUBER Packaging OY, Helsinki/Finland;

HUBER Packaging International B.V., Amsterdam/Netherlands;

HUBER Packaging Ltd., Liverpool/Great Britain;

HUBER Packaging KFT, Győr/Hungary;

HUBER Packaging GmbH, Ansfelden/Austria;

HUBER Packaging SAS, Rouen/France.

(2) These TSD shall apply exclusively. Any terms and conditions of the other contracting party which conflict with or differ from these TSD shall not apply unless HUBER has given its express written consent to their applicability. These TSD shall apply even if HUBER unconditionally enters into sales or performs deliveries in the knowledge that the terms and conditions of HUBER's contracting party conflict with or differ from these TSD.

(3) These TSD shall only apply to enterprises, legal entities under public law or a special fund under public law within the meaning of section 310 German Civil Code.

(4) With regard to ongoing business relations, these TSD shall also apply to future transactions even if the TSD are not explicitly agreed again.

§ 2 Offer and Offer Documents

(1) HUBER's offers are non-binding unless otherwise stated in the order confirmation. The same applies to the documents attached to HUBER's offers such as designs, drawings, samples, drafts, particulars as to measures, weights, or information on any kind of performance unless they have explicitly been designated by HUBER as binding.

(2) If orders from HUBER's contracting parties are to be treated as offers within the meaning of section 145 German Civil Code, then HUBER is entitled to accept these orders within two weeks.

§ 3 Prices and Terms of Payment

(1) Unless otherwise stated in the order confirmation, all prices shall be "ex works" and in the local currency of the respective HUBER plant shipping the order. Prices do not include statutory value-added tax (VAT). The statutory VAT shall be indicated separately on the invoice at the rate applicable on the date of invoice.

(2) HUBER reserves the right to adjust its prices reasonably if cost reductions or cost increases occur after the agreement has been concluded, particularly if such cost reductions or cost increases are caused by collective bargaining agreements or changes in the price of materials, raw materials or energy resources. Upon request, HUBER will provide the other contracting party with proof of such cost reductions or cost increases. A price adjustment which only compensates for an increase in HUBER's list prices which has occurred in the meantime will be deemed as reasonable, provided it complies with the provisions of section 315 German Civil Code. There will be no price adjustment if fixed prices have explicitly been agreed.

(3) Payments shall be made exclusively to one of the accounts specified by HUBER on the respective invoice. Net payment shall be made no later than 30 days after receipt of the invoice. The statutory regulations on default on payment shall apply. Default interest is 9 percentage points above the applicable base interest rate. HUBER is not barred from claiming additional default loss, particularly on the basis of the principles on commitment interest rates charged by banks.

(4) The other contracting party shall not set off any counterclaims against HUBER's claims unless such counterclaims are either undisputed or acknowledged by HUBER or have been affirmed in a court judgment. In all other respects, there shall be no offsetting of claims.

(5) The right of retention shall be ruled out to the same extent as the right to set off counterclaims. The other contracting party is still entitled to the right of retention in the event of a material breach of contract by HUBER and in cases in which HUBER has already received a part of the payment claim which corresponds to the value of HUBER's defective performance.

General Terms and Conditions of Sale and Delivery No. 17

§ 4 Deliveries

(1) The delivery period commences when all the technical issues and other issues and preconditions required to perform the agreement have been clarified. Depending on the type and content of the agreement, these include for example confirmation of lithography, size samples, completion of tools and the presence of any official permits which may be required. The delivery period shall commence at the earliest when HUBER has dispatched the order confirmation. The delivery period is deemed to have been fulfilled if, at the end of the delivery period, the goods have been shipped from HUBER's works / warehouse, or in case shipping is not possible, when notification is issued that the goods are ready to be shipped.

(2) Observance of the delivery period is contingent on the other contracting party fulfilling its contractual obligations. This includes without limitation the timely receipt of the agreed payments. HUBER reserves the defence of non-performance of the contract by the other contracting party.

(3) All the information on delivery times are only approximate and are non-binding unless HUBER has explicitly confirmed a specific delivery date.

(4) Observance of delivery dates and delivery periods is subject to the condition that HUBER is supplied adequately and in due time by its sub-suppliers. Should it become apparent that delays are likely to occur the customer will be notified as soon as possible.

(5) If HUBER is prevented from fulfilling its delivery obligation by the occurrence of unforeseen circumstances which HUBER is not able to avoid despite having taken reasonable care under the circumstances, then the period allowed for delivery shall be reasonably extended, unless under such circumstances any deliveries would be impossible. Any default which has already occurred will be suspended. The extension shall in particular cover operational malfunction, intervention by public authorities, delay in the delivery of important raw materials and supplies, industrial dispute and its consequences and effects, force majeure, etc. In those cases, HUBER's contracting party is also released from its obligation to accept delivery of the goods during the period of that extension.

If HUBER's contracting party is in default with acceptance or is in default with respect to other duties to cooperate, HUBER shall be entitled to claim compensation for any damage incurred, including any additional expenses. HUBER reserves the right to assert further claims.

(7) HUBER is entitled to make part deliveries. Unless other tolerances have been agreed, HUBER reserves the right to supply less or more than the respective agreed quantity of goods to the extent that is customary in the trade or industry sector if such shortage or excess is caused by either manufacturing-related or shipment-related circumstances.

(8) HUBER will not assume any procurement risks or warranties for the timeliness of a delivery. Without prejudice to the provisions hereinafter, HUBER is not liable for financial losses due to any delay caused by a simple negligent breach of contract committed by any of HUBER's executive bodies or vicarious agents. HUBER is, however, liable for delays in deliveries according to the statutory provisions, if

(a) time is agreed to be of the essence and a fixed delivery date has been agreed by the parties,

(b) the interest of the other contracting party in further fulfilment of the contract has ceased to exist,

(c) the default in delivery is caused by an intentional or grossly negligent breach of contract for which HUBER is responsible,

(d) any default in delivery for which HUBER is responsible is caused by a culpable breach of such contractual duties the fulfilment of which characterises the respective contract and on whose fulfilment the other contracting party may rely. However, in this case compensation shall be limited to foreseeable typically occurring damage, if the default in delivery is not caused by an intentional breach of contract.

(e) there is damage resulting from injury to life, limb or health.

(9) In any other case of a culpable default in delivery, the damages recoverable from HUBER shall, without prejudice to the above provisions, be limited to 0.5% of the invoice amount for the goods which are delayed in delivery per full week of the default, but no more than a total of 5% of the invoice amount for the goods which are delayed in delivery. HUBER reserves the right to raise the defence that the actual damage of the other contracting party is less.

§ 5 Packaging Materials

Any packaging materials provided by HUBER on the basis of a loan for its use or on the basis of a loan-in-kind, including accessories, such as (Euro-) pallets, trays, etc., shall be returned in good condition and carriage paid without undue delay to the shipping plant specified in the shipping documents. HUBER reserves the right to charge the replacement value of those packaging materials after expiry of that term. The same applies if any packaging materials are returned in damaged or defective condition.

§ 6 Reservation of Title

(1) HUBER reserves title in the goods sold and delivered until all current and future claims held by HUBER against the other contracting party from the ongoing business relationship have been settled in full.

(2) The goods which are subject to reservation of title may not be pledged to third parties or assigned as collateral until the secured claims have been paid in full. The other contracting party shall be required to inform HUBER without undue delay in writing, if third-party access is made to the goods which are the property of HUBER so that HUBER may take

General Terms and Conditions of Sale and Delivery No. 17

the appropriate measures. If the third party is unable to reimburse HUBER for costs incurred in and/or out of court, the other contracting party shall be liable for HUBER's loss.

(3) The other contracting party is entitled to sell and/or process the goods which are subject to reservation of title in the usual course of business. In such cases, the following provisions shall apply additionally.

a) The reservation of title also covers those products and the full value of products which are manufactured by processing, mixing or combining HUBER's goods, whereby HUBER is considered the manufacturer of the products. If HUBER's goods are processed, mixed or combined with any third-party products and the ownership right of the respective third party still exists, HUBER will acquire co-title in such processed, mixed or combined products in proportion to the respective invoice amounts. In other respects the same shall apply to the newly created product as to the goods of HUBER delivered subject to the reservation of title.

b) Any third party receivables resulting from the sale of HUBER's goods or the newly created products are hereby already assigned by the other contracting party to HUBER as collateral either wholly or to the amount of any co-ownership share acquired by HUBER in accordance with the previous paragraph. HUBER hereby accepts the assignment.

c) The other contracting party shall still be authorised to collect the receivables from the third parties alongside HUBER. HUBER may not collect the receivables as long as the other contracting party (i) fulfils its payment obligations towards HUBER, (ii) does not fall into default, (iii) as long as no application for the opening of insolvency proceedings has been filed and (iv) there is no other deficiency in its performance capacity.

d) If the realisable value of the securities exceeds the claims held by HUBER by more than 10 %, HUBER shall release securities - at its discretion - at the request of the other contracting party.

(4) To the extent the validity of the reservation of title is subject to special conditions or formal requirements in the country of the other contracting party, the other contracting party shall meet or satisfy those conditions or formal requirements at its own expense.

(5) If reservation of title is claimed, or if HUBER takes back or pledges the goods this shall not constitute withdrawal from the purchase agreement.

§ 7 Shipment and Passage of Risk

(1) In the absence of any provision to the contrary, the place of performance shall be the HUBER's registered office and shipment shall be ex works (EXW pursuant to Incoterms 2010). At the request of the other contracting party, HUBER will take out transport insurance for the respective shipment at the expense of the other contracting party.

(2) The delivery of raw materials or semi-finished products for toll manufacturing or finishing purposes, as well as the return of the finished goods shall be at the expense and risk of the other contracting party.

§ 8 Intellectual Property Rights and Tools

(1) If any third party's industrial property rights or copyrights, or labelling regulations or other intangible property rights are breached when the goods are manufactured on the basis of drawings, samples or other information or requests of the other contracting party, then the other contracting party shall indemnify HUBER against all third party claims on first request.

(2) Drafts, lithographs, printing blocks, printing plates, embossing presses, and tools are only charged on a pro rata basis and will, therefore, remain HUBER's property. They may only be made accessible to third parties or used in dealings with third parties with HUBER's prior written consent. If the other contracting party makes molds available, then it shall ship these to HUBER free of charge.

(3) The other contracting party will pay one half of the proportional costs when the order is placed and the other half upon receipt of the outturn samples without any discounts. The other contracting party shall also bear the costs of any alterations it has initiated.

(4) HUBER shall exercise care in safekeeping the tools, lithographs and molds for follow-up orders and shall insure them against fire damage. These costs shall be borne by the other contracting party. HUBER's obligation to safekeep these items will lapse if the other contracting party fails to place any follow-up orders within two years of the last delivery, and if HUBER has pointed out the expiry of HUBER's obligation to safekeep these items to the other contracting party.

§ 9 Inspection of Incoming Goods, Warranty and Liability

(1) The other contracting party shall inspect the goods without undue delay on receipt for possible defects and shall report to HUBER any detected defects without undue delay in writing within 3 working days of receiving the goods. The other contracting party shall report to HUBER any hidden defects without undue delay in writing within 3 working days of discovery. Otherwise, the goods are deemed to have been accepted by the other contracting party, except in cases of fraudulent intent of HUBER. The obligation to report defects shall also apply to chain sales transactions.

(2) The quality of any respective sample or galley proof shall be deemed agreed when the submitted samples or galley proofs are certified as released or when the other contracting party waives the submission of those samples or galley proofs. With regard to printed or varnished packaging materials HUBER shall endeavour to match the agreed colour shades. HUBER reserves the right to slight, technically unavoidable differences in print, colour etc. for technical reasons. Such differences are not considered as defects.

(3) Rejected goods shall be kept available to HUBER until HUBER takes them back or gives written approval for them to be destroyed.

General Terms and Conditions of Sale and Delivery No. 17

(4) If there is a defect, HUBER may choose to either remedy the defect itself through repair or to supply a replacement, each at its own expense. HUBER may, however, refuse remedying performance if and to the extent remedying performance is unreasonable for HUBER, in particular if the expense of remedying performance is disproportionate to the price of the defect good. The good to be replaced shall either be returned concurrently to HUBER in exchange for remedying performance or be disposed of at HUBER's expense upon written instruction by HUBER to do so.

(5) Subject to the statutory requirements and the provisions of these TSD, the other contracting party may choose to either rescind the purchase agreement or claim damages if HUBER fails to remedy the defect or if the reasonable deadline stipulated for remedying the defect expires before HUBER has remedied the defect. The other contracting party shall not have the right to reduce the price if HUBER is neither responsible for the defect owing to intent nor has issued a special guarantee with respect to the defect. Unsubstantial defects do not entitle the other contracting party to rescission or damages.

(6) If fewer goods than agreed are delivered, then the other contracting party will not be entitled to rescission or damages unless it proves that its interest in the respective contract has objectively ceased to exist.

(7) HUBER shall be liable for damages, irrespective of the legal grounds, in the event of intent and gross negligence. In the event of simple negligence, HUBER shall only be liable

a) for damage resulting from injury to life, limb or health,

b) for damage from a material breach of contract (this is an obligation the fulfilment of which makes the due implementation of the contract possible in the first place and compliance with which the other contracting party may regularly rely on); in this case, however, HUBER's liability is limited to the reimbursement of foreseeable, typical damage.

c) HUBER shall also be liable for malicious failure to disclose a defect or in cases when HUBER has issued a special guarantee. In the latter case the extent of liability is based on the wording of the special guarantee. HUBER shall also be liable in instances of mandatory statutory liability, for example pursuant to the Product Liability Act.

(8) The risk of a lack of compatibility between packaging and filling material shall be borne by the other contracting party. A lack of compatibility between packaging and filling material shall only be deemed a defect if the compatibility between packaging and filling material is the subject of an agreement on quality in an individual contract between HUBER and the other contracting party.

(9) Unless otherwise provided for above, all other liability of HUBER is excluded.

(10) The warranty period is 12 months calculated from the passage of risk, at the latest starting after delivery by HUBER, unless a longer limitation period is prescribed by statute. This reduction of the statutory limitation period shall not apply to claims for damages owing to injury to life, limb or health and claims for damages based on an intentional or grossly negligent breach of duty.

§ 10 No Assignment of Claims

The other contracting party shall not assign any contractual rights to any third party without HUBER's explicit written approval.

§ 11 Final Provisions

(1) Unless otherwise agreed in writing, the place of performance shall be the registered office of the respective HUBER entity which enters into the agreement with the other contracting party.

(2) Amendments and/or additions to this contract require the written form. This also applies to any amendment to this written-form requirement.

(3) No collateral agreements to this contract have been concluded between the parties.

(4) This contract shall be subject to German law excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

(5) The place of jurisdiction for all disputes arising from or in connection with this contract and its execution, to the extent permitted by law, shall be Oehringen, Germany. HUBER is also entitled to file action at the registered office of the other contracting party.

(6) Should one or more than one of the provisions in this contract be or become invalid or void in whole or in part, or should this contract contain a lacuna, this will not affect the validity of the remaining provisions of this contract. The parties agree, here and now, that a clause which is invalid or which becomes invalid in the course of the contract should be replaced by a clause which – in economic terms – comes closest to the meaning of the invalid clause.