



## General Terms and Conditions of Sale and Delivery of papermill Adolf Jass GmbH & Co KG and its affiliated companies pursuant to §§ 15 ff. of the Companies Act ("AVB")

### 1. General provisions

1.1 These General Terms and Conditions of Sale and Delivery ("GTC") are an integral part of closed contracts with papermill Adolf Jass GmbH & Co. KG and its affiliated companies pursuant to §§ 15 ff. of the Companies Act ("Jass") on all deliveries and services (collectively "delivery") and are exclusively valid between merchants, legal entities under public law and special funds under public law.

1.2 These General Terms and Conditions of Sale shall also apply if future deliveries do not draw particular attention to them.

1.3 The inclusion of general terms and conditions of the buyer is expressly contradicted, unless, Jass acknowledges these in writing as an addition to its GTC. The execution of a delivery is not considered as such acknowledgement. At the latest upon acceptance of the goods shall these GTC be deemed as accepted by the buyer.

### 2. Offer, order confirmation, order details

2.1 Offers by Jass are always subject to change and are non-binding. All orders must be accepted by a written order confirmation from Jass, which is decisive for the content of the contract. Verbal subsidiary agreements or assurances that go beyond the content of the written contract are invalid.

2.2 If the order confirmation by Jass contains substantial changes to the order, these changes shall be deemed to have been approved by the purchaser if they are not objected to within three working days.

2.3 Orders for the delivery of paper (from new production or from stock) must contain information that clearly informs the supplier Jass at least about the following points:

- Order quantity,
- Quality with reference to a variety,
- Width of a roll,
- Roll diameter,
- Inner diameter of the sleeves,
- Basis weight (g/m<sup>2</sup>),
- Delivery time, destination, mode of dispatch and all necessary shipping instructions,
- Negotiating price and
- Agreed terms of payment.

2.4 For rolls of all types, the gross weight (weighed weight) will be calculated.

### 3. Terms of payment, security, withdrawal

3.1 All prices are subject to the applicable value-added tax at the time of invoicing.

3.2 Jass only accepts bills of exchange on account of payment if expressly agreed upon. Any costs incurred with the encashment shall be borne by the buyer. The debt will not be repaid until encashment.

3.3 Jass can make its claims due, demand securities or withdraw from the contract if it becomes apparent after conclusion of the contract that the claim for consideration is endangered by doubts about the creditworthiness of the buyer. The creditworthiness of the buyer is particularly doubtful in the case of applications for insolvency proceedings or their opening, individual enforcement measures, protest of a bill of exchange and incorrect or incomplete information by the buyer about the facts of his creditworthiness.

3.4 The buyer is only entitled to set-off and retention rights if the counterclaims are undisputed or legally binding. The set-off, as well as the exercise of rights to refuse service and rights of retention against claims, also for claims arising from the same contractual relationship, require the express written consent of Jass.

### 4. Dispatch, packaging

4.1 The type of dispatch is defined in the order confirmation by reference to the clause of Incoterms applicable in the individual case in the currently valid version (currently Incoterms 2010, published by the International Chamber of Commerce, Paris). This clause specifies who bears the financial risk in the event of loss or damage to the goods (place of performance, transfer of risk) and what transport costs the seller and/or the buyer have to bear.

4.2 The delivery of the goods includes packaging and standard finishing materials and paper tubes. Transport and all other packaging in accordance with the Packaging Ordinance will not be taken back. The buyer is obliged to dispose of the packaging at his own expense.

### 5. Delivery time, delay

5.1 If a delivery period has been agreed upon, it begins as soon as the order confirmation is sent, but not before all production-relevant questions have been clarified. If the buyer demands changes after the order confirmation which influence the production time, the delivery period begins anew with its confirmation.

5.2 If the buyer collects the goods from Jass, the delivery period is met if Jass has informed the buyer that the goods are ready for dispatch within the agreed delivery period.

If the dispatch of the goods has been agreed upon, the delivery period is met if Jass delivers the goods within the agreed delivery period.

5.3 If Jass does not meet an agreed delivery deadline for reasons for which Jass is responsible, the buyer has the right to withdraw from the contract after effectless expiry of a reasonable grace period; in the case of partial delay, however, only if the partial service is of no interest to him. The grace period must be at least two weeks. Withdrawal must be declared immediately and in writing after expiry of the grace period. Claims for damages by the buyer due to delayed delivery are excluded, unless the delay is due to intent, gross negligence or the breach of essential contractual obligations. In all other respects, Clause 8 shall apply to claims for damages.

5.4 In the event of force majeure or other circumstances beyond Jass' control, e.g. forces of nature, accidents, strikes, lockouts, interruptions of operations, difficulties in obtaining raw materials, the agreed-upon time limits shall be postponed for the duration of the interruption and a reasonable start-up time. If the interruption lasts longer than two weeks, both parties may terminate the contract on the specific delivery in whole or in part after expiry of a reasonable period of grace. There are no claims for damages in such cases.

5.5 These limitations of liability shall not apply if a fixed commercial transaction has been agreed upon.

5.6 In case of default in acceptance by the buyer, Jass has the right to charge the buyer for the additional expenses caused by the default in acceptance. In addition, Jass has the right to withdraw from the contract after the effectless expiry of a grace period of two weeks. We reserve the right to assert further claims for damages.

### 6. Retention of ownership

6.1 Jass retains ownership to the delivery item until receipt of all claims arising from the business relationship with the buyer. The retention of ownership also extends to the acknowledged balance, insofar as Jass books the purchaser in current account (current account reservation).

6.2 In case of breach of contract on the part of the buyer, especially in case of default of payment, Jass is entitled to take back the reserved goods at the buyer's expense after a reasonable period of time; the buyer is obliged to hand them over. The taking back of the reserved goods by Jass constitutes a withdrawal from the contract. Withdrawal from the contract does not exclude claims for damages against the buyer.

6.3 The buyer is entitled to process and resell the reserved goods within the course of orderly business practices; however, he already assigns all claims in the amount of the final invoice amount (including value added tax) to Jass, which accrue for him from the reselling of goods to his customers or third parties, irrespective of whether the reserved goods have been resold without or after processing. The buyer shall remain authorised for the collection of this receivable even after their assignment. If the buyer does not properly meet his payment obligations and is in default of payment, Jass can revoke this collection authorisation. In this case, Jass may request the disclosure of the assigned claims from the buyer and their debtor, transmission of all information required for collection, surrender of corresponding documents and notification to the debtor about the assignment.

6.4 The buyer has no entitlement as to the pledging or assignment by way of security of the reserved goods.

6.4 Any processing or transformation of the reserved goods is carried out by the buyer for Jass, without any obligations arising for it. If the reserved goods are processed with other items not belonging to Jass, Jass shall acquire co-ownership of the new item in the ratio of the invoice value of the reserved goods to the other processed items at the time of processing. The same applies for the goods produced by processing as for the reserved goods.

6.5 If the reserved goods are inseparably combined or mixed with other objects not belonging to Jass, Jass shall acquire co-ownership of the new object in the ratio of the value of the reserved goods to the other combined or mixed objects at the time of the combination or mixing. If the goods are combined or mixed in such a way that the buyer's property is to be regarded as the main item, it is agreed that the buyer shall transfer co-ownership to Jass in accordance with its share value.

6.6 At the request of the purchaser, Jass undertakes to release any securities due to it to the extent that their value exceeds by more than 10% any secured claims which have not been met.

6.7 In case of seizure or other access of third parties, the buyer will point out the property of Jass and inform Jass immediately in writing, so that Jass can take third-party action (§ 771 ZPO). If the third party is not in a position to reimburse Jass for the judicial and extrajudicial costs of a third-party action, the purchaser shall be liable to Jass for the losses incurred.

6.9 The buyer is obliged to sufficiently insure the reserved goods at his own expense and to present the insurance confirmation to Jass immediately at Jass' request.

### 7. Warranty, complaints

7.1 Jass does not assume any procurement promises or guarantees, unless by separate, written agreement.

7.2 The buyer is obliged to notify Jass in writing about defects to the delivery without delay, but at the latest within 14 days after the delivery date. Hidden defects must be notified within 14 days of discovery. In all other respects, § 377 HGB applies.

7.3 Commercial deviations within the tolerance limits do not count as a defect.

7.4 In the case of partial deliveries, excess or short deliveries may be distributed among the individual deliveries.

7.5 If Jass is responsible for a defect at the time of the transfer of risk, then Jass is entitled to send a replacement delivery ("retrospective fulfilment") within a reasonable period of time. If the subsequent fulfilment fails, the buyer can withdraw from the contract for the concrete delivery or reduce the purchase price. If only part of the delivery is defective, the buyer can only assert rights on account of the defective part. Clause 8 shall apply to claims for damages.

7.5 Warranty claims that are not directed towards damages become statute-barred 12 months after delivery. This does not apply to fraudulent intent or the assumption of a guarantee or an intentional breach of duty.

7.6 The provisions of Clause 8 shall also apply to claims for damages based on defects.

### 8 Liability, limitation of liability

8.1 Jass is liable in cases of intent or gross negligence caused by Jass or a representative or vicarious agents, as well as in cases of injury to life, body or health caused by slight negligence in accordance with the statutory provisions. Apart from that, Jass is only liable for the culpable violation of important contractual obligations or as far as Jass has fraudulently concealed the defect or assumed a guarantee for the quality of the object of purchase. The claim for damages for the culpable violation of important contractual obligations is, however, limited to the foreseeable damage typical for the contract, unless another of the cases listed in sentence 1 or sentence 2 is given at the same time.

8.2 The provisions of the preceding paragraph 1 shall apply to all claims for damages (in particular for damages in addition to service and damages in lieu of service), irrespective of the legal basis, in particular on account of defects, the violation of obligations arising from the contractual obligation or from tort. They also apply to the claim for reimbursement of expenses incurred in vain.

8.3 The liability of Jass for indirect damages, consequential damages, lost profit, financial damages, damages due to business interruptions, as well as damages due to claims of third parties against the buyer is excluded.

8.4 All claims of the buyer against Jass, no matter on which legal basis they are based, are limited in amount to the value of the respective purchase.

8.5 The statutory limitation period shall apply to claims for damages in cases of intent and gross negligence, as well as injury to life, body and health which are based on an intentional or negligent breach of duty by Jass.

8.6 The basis for claims under data protection law is not covered by this liability regulation.

### 9. Place of performance, place of jurisdiction and applicable law Data protection

9.1 Place of performance, exclusive place of jurisdiction and place of payment is Fulda.

9.2 The law of the Federal Republic of Germany shall apply exclusively to all legal relationships between the buyer and Jass, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

9.3 If and to the extent that special conditions have been agreed in writing, they shall apply prior to the above terms and conditions.

9.4 If individual provisions of a contract between Jass and the buyer are ineffective, this does not affect the effectiveness of the rest of the contract.

### As of June 2018

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