

General Business Conditions

of Brigl & Bergmeister GmbH & Papirnica Vevče d. o. o.

1. Scope

1.1. These General Business Conditions ("GBC") shall apply to the entire business relationship of Brigl & Bergmeister GmbH and Papirnica Vevče d. o. o. with the Customer of each of the above mentioned companies (hereinafter B&B). It is explicitly agreed that Customer's general conditions, if any, shall not be applicable to the extent that they are contrary to the present GBC or detrimental to B&B as compared to the legal situation under the law.

1.2. These GBC shall be valid and applicable also to any and all future contracts, even if the present form is not used and if the GBC are not explicitly mentioned in the respective correspondence.

2. Offers, Written Agreements

2.1. All offers and quotations made by B&B are non-binding. B&B shall be bound upon Customer's receipt of B&B's written order confirmation.

2.2. Any offers, orders, side agreements, amendments of contracts and declarations of any kind made or agreed by B&B shall be valid only if confirmed by B&B in writing. This also applies to any waiver of this formal requirement.

3. Prices

3.1. The prices quoted in each order confirmation shall be valid for the respective order. However, B&B shall be entitled to modify the price in cases of changes in raw material prices, wages, other operating expenses and currency exchange rates for those shipments which have not been delivered at the date when the price adjustment becomes effective.

4. Dates of Delivery

4.1. Dates of delivery quoted by B&B shall be non-binding estimates. All delivery periods will commence upon signature of the final and complete written agreement on all the details of the order, at the earliest, from the postal date of B&B's order confirmation. In the event of delays of delivery, the Customer shall be entitled to notify B&B, by registered mail, of Customer's wish to rescind the delivery contract unless B&B performs within four weeks from such notification.

4.2. If delays are due to governmental measures, or other events of force majeure (section 4.3, below) relating to B&B or B&B's suppliers or enterprises used by B&B for its performance or in the event of other extraordinary circumstances which are not caused by B&B's negligence and which have a substantial negative impact upon B&B's performance, or which render the production or shipment of the goods impossible or unreasonable, delivery dates shall be extended for a reasonable period which shall not be shorter than the duration of such extraordinary circumstances. If such a delay should last for longer than two months, each party shall be entitled to rescind the contract for the delayed delivery in writing. In such cases, the Customer shall grant B & B a respite of 14 days. If goods which are already produced cannot reasonably be shipped to the Customer, B&B shall be entitled to store such

goods at the cost and risk of the Customer; such goods shall be invoiced to the Customer as if they had been delivered.

4.3. Force majeure shall mean any circumstances beyond the reasonable control of the affected party including but not limited to (i) war, acts of warfare, hostilities (whether war be declared or not) invasion, incursion by armed forces, act of hostile army, nation or enemy (ii) Riot, uprising against constituted authority, civil commotion, disorder, (iii) laws or acts by government, agencies or courts which hinder the course of or stop, hinder, prevent, interrupt or breach the performance of this agreement, the supply and/or provision and/or distribution of any material and/or power and/or resource which is required under this agreement (iv) flood, fire, arson, storm, lightning, tempest, hurricane, accident (v) epidemic, disease, earthquake, landslides, avalanches, acts of terrorism, hijacking, sabotage, vandalism, and other criminal acts which cause destruction (vi) damage of equipment, machinery, master material or property, shortage of supplies or energy, (vii) death, injury or illness of key personnel.

4.4. All claims against B&B resulting from delayed or non-performance are waived except in cases of malicious intent or gross negligence.

5. Notice of Defects, Limited Warranty, Damages, Product Liability

5.1. The Customer shall inspect the products immediately upon their arrival at the place of delivery. Any claims resulting from defects shall be deemed waived unless the Customer notifies B&B thereof in writing immediately after the Customer becomes aware (or should have become aware) of them, in any case no later than eight days after receipt of the products at the place of delivery. All claims resulting from hidden defects (not detectable during diligent inspection) shall be rejected unless they are notified to B&B in writing immediately after the Customer becomes aware of them, and in any event within three month from the date of receipt of the products, to the destination agreed upon with B&B; furthermore, any claims from defects shall be deemed waived if the Customer has processed the products.

5.2. The unanimously agreed period of the limited warranty („Gewährleistungsfrist“) shall be three months. If material defects which cannot be rectified are notified in time by the Customer and acknowledged by B&B, B&B shall, at its discretion, either replace the defective products or refund the purchase price of such returned products. There shall be no warranty or other claims for immaterial defects. The Customer's claims shall be limited to the above described performance or refund. The Customer shall have no further claims of any kind. In particular, B&B shall not be liable for damages of any nature. In no event shall B&B be liable for indirect or consequential damages or for claims arising from ordinary negligence („leichte Fahrlässigkeit“).

5.3. Products may be returned to B&B only if B&B has confirmed in writing that it shall accept such returned shipments.

5.4. Claims arising out of or in connection with products which are defective or otherwise not in accordance with the contract shall be limited, in all events, to the invoice price of the products.

5.5. B&B's product liability, in particular under Section 9 of the Austrian Product Liability Act, shall be excluded for non-physical harm suffered by entrepreneurs, as provided in the statute.

5.6. The Customer shall agree with its customers that the limitations of warranties and liabilities contained herein shall also apply to their respective claims and to the claims of their customers, if any.

6. Terms of Payment

6.1. Special terms of payment shall apply only if B&B confirmed so in writing. If no such terms of payment are agreed upon, B&B shall ship the products after full receipt of all outstanding debts.

6.2. If the Customer fails to pay in full one or several invoices or if B&B learns after formation of the contract of a deterioration of Customer's financial situation, all invoices of B&B shall become due for payment immediately. In such events, B&B shall be entitled to rescind some or all contracts for outstanding shipments and to claim damages or alternatively to withhold outstanding shipments until the Customer makes full payment of all payable invoices and pre-pays the invoice value of any remaining shipments.

6.3. If the Customer should fail to pay B&B's invoices when due, B&B shall charge default interest at the statutory commercial default interest rate, however, in no event less than 1 % per month. In addition, B&B shall be entitled to charge VAT on such interest, if applicable, as well as reminder fees of Eur 10,- (plus VAT) per reminder and the statutory fees of B&B's attorneys.

6.4. Customer's payments shall be deemed made only if they are directed to the account indicated in the invoice. Amounts transferred by bank transfer shall be deemed complete only after they are irrevocably credited to B&B's account. Payments by bills of exchange, checks or orders given to third parties, asking them to pay to B&B may be made only with B&B's specific consent; the respective payments shall be considered made only after B&B has irrevocably received the respective amounts. If payment is made by letter of credit, such letter of credit has to be presented to the Supplier confirmed by his bank at the set date. If the Customer does not fulfill this obligation, the Supplier is entitled to cancel the contract.

6.5. Upon request of B&B the Customer shall provide to B&B any information and documentation regarding the credit rating of the Customer. The Customer undertakes to immediately notify B&B in case the credit rating of the Customer deteriorates or of any event which deteriorates the ability of the Customer to pay for deliveries of B&B.

7. Retention of Title

7.1. B&B retains title to all products until the Customer has fully met its payment obligations resulting from the entire business relationship with B&B. If payment is made by bill of exchange or by check, B&B shall retain this title until the Customer has honored its obligations. The retention of title shall, therefore, secure B&B's indemnification claims under such bills of exchange and checks.

7.2. The Customer shall be entitled to resell the products which are subject to B&B's retention of title, or to use them for manufacturing purposes, provided that this is in the ordinary course of business and that the Customer is not in default with its payment obligations to B&B. If B&B has granted a term for payment, the Customer may resell the Products only with a retention of title. The Customer hereby assigns to B&B for security purposes any and all claims (including also all claims for the balances from current accounts and claims for the return of the products) which the Customer may have against its own customers resulting from the resale of such products or from a possible rescission of such resale contracts, or other related claims (including also claims under insurance contracts, claims for unjust enrichment, claims under tort law, etc.). The Customer shall record any such assignment in its business records.

7.3. The Customer's right to resell or to use the products shall be revoked if the Customer fails to pay any outstanding claim by B&B or third parties, or if an insolvency or similar proceeding is applied for or if third parties initiate enforcement proceedings relating to the claims assigned pursuant to section 7.1 hereof or relating to the products which are subject to B&B's retention of title, or relating to any other

assets of the Customer or any person who is personally liable for the Customer's obligations; in such an event, the Customer shall no longer be authorized to resell or use the products which are subject to B&B's retention of title. Prior to the bankruptcy or seizure of goods belonging to B&B, the Buyer must, without a specific request of B&B, certify his signature before the competent authorities on the contract or another document containing the provision on the retention of title.

7.4. The Customer shall notify the assigned claims and the respective debtor to B&B; such notice shall include all data which B&B may require to demand payment of such claims. The Customer shall provide all required or useful information and all relating documents to B&B and shall notify the debtors of such assignment. If third parties should apply enforcement measures relating to any products which are subject to B&B's retention of title or with respect to any claims assigned to B&B, the Customer shall notify B&B thereof, and shall inform the claimant third party and the enforcement officials of this retention of title and assignment.

7.5. If any products which are subject to B&B's retention of title should be mixed or manufactured with other property, B&B shall acquire title to the new product (or mixture) in proportion with the value of products to which B&B had retained title, as compared to the value of the new product (or mixture). Any such manufacturing or mixing of products which are subject to B&B's retention of title shall be deemed made by the Customer on behalf of B&B. The Customer shall store such new products for B&B. The provisions of this Section 7 shall apply accordingly for B&B's title in such products.

7.6. Upon violation of any contractual duties by the Customer, B&B shall be entitled to take possession of any and all products in which B&B has retained title, and to demand assignment of the Customer's repossession claims against third parties, if any, unless such assignment has already taken place pursuant to these GBC.

8. Weight and Quality

8.1. Weight (Mass): Unless otherwise stated the word tonne or ton (also when abbreviated to t) shall mean 1,000 kilograms

8.2. Quantity: The delivered quantity is expressed in and based on weight, which is determined at time when the goods are manufactured and packed. For reels the weight is determined gross for net wrappings, cores and plugs included. For paper in sheets, the weight is the nominal weight as defined in section 8.4, below.

The delivered quantity is decisive for the amount of money to be paid by the Customer and also for determining whether there is such deviation from the contracted quantity that the purchase shall not be considered to have been completed in accordance with the contract.

8.3. Quantity, Tolerances: An order for paper or paperboard inside the normal stock range of the seller shall be deemed to have been fulfilled in accordance with the contract if the seller delivers to the Customer goods that do not deviate from the contract quantity by more than the tolerances stipulated below. Where a delivery comprises several lots as defined in section 8.4, below each lot shall be considered separately.

For grammages up to and including 135 g/m²

Contracted quantity	Permitted deviation
Up to 5 tons	±15 %
5 tons but less than 10 tons	±10%
10 tons but less than 100 tons	±5 %
100 tons and over	±3 %

For colored qualities a further deviation of $\pm 2.5\%$ is permitted.

In respect the stated deviations shall be doubled downwards and upwards respectively where the Customer has stipulated for a maximum or minimum weight without any margin for excess or shortage.

8.4. Quality: Grammage Tolerances

a) Interpretation of terms

Delivery means the total amount of goods covered by one contract and delivered at one time.

Lot means one or more units of paper or paperboard of a single kind and of specified characteristics, made by one and the same mill and delivered at one time.

Unit means a reel, bale, pallet, parcel or other transportation package.

Grammage means the weight in grams per square meter of paper or paperboard

Ordered grammage means the grammage specified in the contract.

Actual grammage of a lot of paper or paperboard is the arithmetic mean of the grammage as determined by sampling and testing the lot according to recognized standardized methods such as ISO 186, SCAN-P 6:75 or ISO 536.

Nominal weight for a delivery of sheets means the delivered number of sheets x their contracted area x the contracted grammage.

Tolerance with respect to grammage means the allowed difference between ordered and actual grammage expressed in percent of ordered grammage.

b) Stipulations

A lot of paper or paperboard will be considered delivered correctly with regard to grammage when

- (1) the actual grammage in relation to the ordered grammage stays within the tolerances given in respective product factsheet.
- (2) the test values for individual units in relation to the ordered grammage stays within the tolerances given in respective product factsheet.

8.5. Quality: Size of Sheets and width of Reels, Tolerances

A delivery of paper or paperboard shall be deemed to have been completed in accordance with the contract if the delivered sizes (in the case of sheets, the width and length and In the case of reels, the width) differ from the contracted sizes by no more than stipulated below:

Sheets

Cross cutted ± 1 mm

Guillotine cutted ± 1 mm

Reels

± 1 mm

Minimum 95% of the measurements must be within these tolerances.

9. Other Provisions

9.1. The Customer shall be entitled to assign its claims against B&B only upon B&B's prior written consent.



9.2. The Customer shall not be entitled to refuse to make payment to B&B due to counterclaims which the Customer may hold against B&B (waiver of the right of setoff), or to withhold payment due to defective products.

9.3. In the event that some provisions of these GBC or of the contracts supplemented by these GBC should be unenforceable or partially unenforceable, the remaining provisions shall not be influenced. The parties shall replace each unenforceable provision with a new provision of identical commercial consequences.

9.4. The present GBC and all contracts between B&B and the Customer shall be subject to Austrian or Slovenian law with the exclusion of the UNCITRAL sales law. Any dispute shall be heard exclusively by the court of the registered office of B&B (Vienna or Ljubljana), shall be entitled, however, to initiate actions and other proceedings at any other competent court.

Valid: February 2013