

General Terms and Conditions of Sale for entrepreneurs, public-law legal entities or public-law special funds

Version 01.09.2007

1. Orders and quotations

- Purchase orders shall originate exclusively on the basis of our following terms and conditions of sale. Other terms and conditions shall not become contents of the contract, even if we do not expressly contradict them.
- Verbal or telephone agreements made by persons without power of representation shall only be binding if they have been confirmed by us in writing or by telecopy. The confirmation shall be made without delay.
- Charging for the goods supplied by us shall be done at the agreed price. If no prices have been agreed, our list price valid on the day of delivery shall apply.

2. Special kinds of delivery

- If contractual agreements are lacking, the selection of form of dispatch and dispatch route shall remain with us to our best discretion without liability for the cheapest and quickest transportation. If Customer wishes to collect the purchased commodities itself by truck or have them collected by a third party commissioned by it, this shall require our prior approval.
- If commodities purchased by Customer are provided at its exclusive disposal in our warehouse, Customer shall be obliged to accept said commodities. If nothing to the contrary has been agreed, Customer must collect the commodities or have them collected by a third party within 2 months of our notification of availability.

3. Bearing of risks

- Risk shall pass to Purchaser as soon as the commodities have been handed over to the forwarding company in our delivery factory or dispatch warehouse; this shall also apply if we bear the costs of transport. If we use our own means of transport, risk shall pass to Purchaser when the goods have been unloaded from the means of transport on Customer's premises. Conclusion of transport insurance shall exclusively be a matter for Purchaser.
- If purchased commodities pursuant to 2 b) are provided in our dispatch warehouse or our delivery factory for the exclusive disposal of Customer, risk shall pass to the latter as early as provision of the commodities for Customer.

4. Delivery period

- If no set delivery dates have been agreed, the delivery period shall commence with the date of dispatch of the order confirmation or acceptance of order. It shall end on the day on which the commodities leave our delivery factory or our dispatch warehouse or are put into store by us on account of impossibility of dispatch pursuant to 8 a).
- If Purchaser demands changes to the order influencing the duration of production following order confirmation or order acceptance, the delivery period shall only commence when we have confirmed the change.

5. Impossibility of our delivery obligation

- If an objectively justified reason exists, we shall be entitled to release ourselves from our duty to deliver. Justified reasons shall in particular be force majeure, strike, natural catastrophes, lock-outs, fire, prevention of shipping, lack of necessary raw and ancillary materials, failure of machines, production devices or supply of energy. If we have already manufactured part quantities, Purchaser shall be obliged to accept the completed commodities at the terms and conditions agreed for the total order.
- If dispatch of the commodities is impossible pursuant to sub-section a), the commodities shall be stored by us or the forwarder at Purchaser's risk and for its account. Our duty to deliver shall be fulfilled by putting into store. Purchaser shall be free to collect the purchased commodities itself or have them collected by a commissioned third party.

6. Liability for defects

- Immediately after arrival of the commodities at the destination, Purchaser shall examine them, even if samples have been sent, and treat them with the due care of a prudent businessman.
- The property of the commodities shall be deemed approved if Customer fails to send a notification of defects to us within 8 days of arrival for obvious defects or within 6 months of arrival at the destination in the event of hidden defects.
- If our delivery is defective upon passage of risk to Purchaser, the latter can demand remedy of the defect or delivery of a defect-free commodity as subsequent performance.
- If subsequent performance fails, in which context we are to be granted two attempts as a matter of principle, Purchaser can withdraw from the contract or reduce the payment. Subsequent performance shall be deemed failed if it is impossible for or is seriously rejected by us, is delayed unreasonably or has been attempted in vain.
- In subsequent performance, we shall be obliged to bear the expenditure necessary to this extent, in particular transport, travel, work and material costs.
- We shall be liable according to statutory provisions for damages from deliberate or grossly negligent breaches of duty, also for deliberate or grossly negligent breaches of duty of our legal representatives or vicarious agents, also in the event of impossibility for which we are answerable and for breaches of cardinal duties.
- We shall be liable according to statutory provisions to the extent that we culpably breach cardinal contractual duties.
- In the aforementioned cases no. 5 f) and g) and further if a claim to reimbursement of damage in lieu of performance accrues to Customer, our liability shall be limited to reimbursement of the foreseeable damage typically occurring, to the extent that malice aforethought cannot be ascribed to us.
- In the event of injury to life, limb and health by us, our legal

representatives or our vicarious agents, we shall be liable according to statutory provisions. The same shall apply to the extent that we have assumed a guarantee for the property of our goods or the existence of a success of performance or a procurement risk and in the event of liability according to the Product Liability Act.

- To the extent not regulated to the contrary above, our liability shall be ruled out. Further-reaching claims of Customer or others than those regulated in this Section 6 against us, our representatives or vicarious agents on account of a defect in quality shall be ruled out.
 - Claims and rights on account of defects in quality shall be barred after twelve months starting with the time at which the commodities are transferred to Purchaser or, in the event of storage by arrangement of Purchaser, readiness for dispatch is notified.
- The barring period of twelve months shall not apply in cases of injury to life, limb or health for which we, our legal representatives or vicarious agents are answerable, deceitful withholding of a defect, breach of a duty by malice aforethought and to the extent that we are liable pursuant to the Product Liability Act.
- All guarantees shall be ruled out for second-hand commodities to the extent that nothing to the contrary has been agreed. The exclusion of liability shall not apply if a case of sub-section 5 i) above exists.
 - If we have contractually assumed liability for defects in quality for second-hand commodities, if such a liability affects us for other reasons and/or if Customer makes claims to damages, the agreements above in sub-sections a) to k) shall apply accordingly. As a deviation from 5 k), the barring period for claims and rights on account of defects in quality of second-hand commodities shall be six months. The warranty period shall commence with the time at which the commodities are provided to Purchaser or, in the event of storage by arrangement of Purchaser, readiness for dispatch is notified.

n) Slight defects

We shall not be liable for slight deviations of samples, colour, purity, properties, quality or weight to the extent that the commodities provided are suitable for the purpose of use stated in the order. The individual pieces, rolls, parts of rolls, sheets, packages or bales, but the average loss of the entire delivery shall not be decisive for the assessment of defects, even if the notification of defect relates to deviations in dimension, weight or quantity. A defect shall not exist if individual items, parts of rolls or sheets deviate in their weight by double the admissible deviation. The parts deviating more strongly from the average may however not make up more than 5% of the total quantity. If Purchaser does not demand the presentation of reference samples, we shall only be liable for gross negligence and malice aforethought of our vicarious agents.

o) Assemblies

In the event of device installations by the SAC Hygiene Products after-sales service or a vicarious agent, Customer shall determine the place of assembly. It shall be obliged to give the fitter employed precise information about the course of hidden lines. If damage to invisible lines occurs, we shall not be liable if the fitter has not been informed about the course of the hidden lines. Despite such information, we shall only be liable for malice aforethought and gross negligence of our vicarious agents (fitters).

7. Returns

Outside defects liable to warranty, returns shall not be accepted without our prior approval. Special productions, broken packages and commodities which are no longer saleable shall be excluded from returns. In the event of amicable returns, the amount of the invoice less 10% shall be credited.

8. Payment terms

- To the extent not regulated to the contrary in the contract - also in our form contracts -, our invoices shall be due for payment less 2% discount within 14 days or without deduction within 30 days of the date of the invoice. If the maximum payment period is exceeded, we shall be entitled to charge default interest to the amount of the rate of interest customarily charged by business banks on current account, albeit no less than 5% above the basic rate of interest. However, Purchaser shall be allowed to prove that damage above the minimum rate of interest pursuant to § 288, German Civil Code, was not incurred by us or at least not to the amount being claimed.
- Means of payment other than cash or bank transfers, i.e. in particular cheques, shall only be accepted under reservation. Payment by bills shall not be admissible. Credits shall be granted with the amount resulting after deduction of all costs.
- All the costs for the transfer of the invoice amount to us shall be borne by Purchaser. Payments shall only be transferred to the places of payment stated on the invoice or made to corporate cash departments. The risk of the transfer of the invoice amount to us shall be borne by Purchaser. Our travelling salesmen and representatives may only accept payments if they present a written power of collection issued by us.
- We can terminate a loan on commodities granted to Purchaser with 30 days' notice as per the end of each and every calendar month or also terminate it without notice for good and sufficient reason.
- Rebates, bonuses and discounts granted by us shall only relate to deliveries for which we receive the complete payment without judicial measures.
- If other agreements reducing the revenue exist, offset shall be according to the agreement.
- If a plurality of claims exists, we shall be entitled to offset payments from Purchaser with its claims in the order of their maturity. The right to determination of Purchaser pursuant to § 366 sub-section 1 German Civil Code is ruled out.

9. Consequences of delayed payment

In arrears of Purchaser in payment or acceptance of the purchased commodities, we can, alongside default or maturity interest, either withdraw from the contract and/or demand damage for non-performance following the fruitless expiry of a period of 14 days. We shall also have the right to demand acceptance of the quantities with which Purchaser is in arrears of acceptance, but shall not be obliged to implement further parts of the order. The same shall apply if Purchaser is only in arrears of acceptance with one of a plurality of individual orders.

10. Retention of title

- The delivered commodities and the enclosed documents shall re-

main our property until complete payment of the purchase price and all other claims of Vendor or other enterprises of the SCA Group against Purchaser or until cheques which have been submitted are honoured. In current account, retained title shall act as securing for our balance claim. If we declare withdrawal from the purchase contract on account of arrears in payment following expiry of a suitable period of grace set by us, Purchaser shall be obliged to return the commodities to us upon request

- If the delivered commodities are used or processed by Purchaser, this shall be done on our behalf as vendor of the commodities. Obligation on our part shall not originate through the use or processing of the delivered commodities. Own acquisition by Purchaser pursuant to § 950 German Civil Code shall be ruled out.
- Purchaser shall be authorised to sell the commodities belonging to us according to a) or b) in the course of proper running of business. Ordinary course of business shall not exist if the conditional commodities are not sold under retention of title. The authorisation shall expire as soon as we have withdrawn from the contract on the basis of default in payment of Purchaser following the setting of a suitable period of grace.

Transfer or assignment by way of security and pledging of the conditional commodities or the assigned claims shall be inadmissible. Purchaser shall notify us in writing of seizures or other interventions by third parties without delay.

Purchaser here and now assigns all claims from the resale of the conditional commodities, plus subsidiary and securing rights, to us to the amount of the invoice value of the conditional commodities.

- If the value of the securities accruing to us exceeds our claim by a total of more than 10%, we shall be obliged to release securities at our choice to this extent upon request by Purchaser or a third party impaired by the excessive securing.
- Purchaser must insure commodities belonging to us against all storage risks and prove conclusion of insurance to us upon request. Purchaser shall notify us in writing of seizures or other impairments by third parties without delay.

11. Exclusion of right of retention and setoff, ban on assignment

Purchaser shall only be entitled to claim a right of retention against our due claims to payment to the extent that it results from undisputed or legally effective claims. Apart from this, a right of retention shall be ruled out.

Purchaser can only offset against our claims with undisputed or legally effective claims. Purchaser may not assign claims aimed against us on account of breach of duty without our prior written approval.

12. Securing

- If a deterioration in Purchaser's economic situation becomes known to us or if Purchaser falls into arrears with a payment, we shall have the right to demand immediate payment of all open invoices, also those not yet due, and to demand cash payment before delivery for all deliveries still outstanding. If a recognisable jeopardy of our claim to consideration becomes known to us as a result of lack of solvency of Purchaser or if Purchaser falls into arrears with the payment as a result of a circumstance for which it is answerable, we shall have the right to postpone outstanding deliveries and only to perform against provision of securities.

We shall be entitled to demand suitable collateral for the open and due claims.

- Over and above this, the rights resulting from §§ 281, 323 German Civil Code shall accrue to us.

13. Copyrights

In the use of samples and templates of Purchaser, the latter shall bear responsibility for the fact that no third-party rights are infringed. Our samples and templates may not be exploited without our approval and shall remain our property, even if they have been charged to Purchaser.

14. Place of performance, place of jurisdiction, applicable law

- Our delivery factory is agreed as place of performance for delivery, Mannheim as place of performance for payments.
- Place of jurisdiction for both parties shall be Mannheim. We shall also be entitled to select Wiesbaden or the location at which Purchaser has its domicile as place of jurisdiction.
- German law shall apply. Application of the UN Convention on Sale of Goods is ruled out.

15. Specific terms and conditions for sales of paper

- For consignments or shipments of no less than 5000 kg, the prices shall be understood free destination rail station for delivery by railway free bank destination for delivery by waterways
- Specific Terms and Conditions for papers and cardboard
The "Specific Terms and Conditions for papers and cardboard" of the terms and conditions of business of the paper industry in the Federal Republic of Germany in the version of 12.09.1951, already known to Purchaser, shall apply.
- Deviations in weight
For all deliveries of paper products, we shall have the right to deviations in weight of up to 10% excess or short weight. The admissible deviation shall be calculated from the confirmed m² weight or, if a maximum or minimum weight has been prescribed, onto the average of the total delivery from the mean weight.
- Deviations in quantity
If we supply products in a special version prescribed by Purchaser, we shall have the right to excess or short delivery of up to 20%.

16. Headquarters of the company

Headquarters of the company: Mannheim
Registered at Mannheim County Court HRB 3248