All agreements and offers shall be based upon the following conditions of sale and delivery. These conditions shall be deemed to be recognized by the orderer placing an order and accepting a delivery in case the orderer has been given the opportunity within the scope of the business relation of taking notice of the contents of these conditions in due time and reasonable manner. Any deviating conditions of the orderer's that are not acknowledged expressly in writing by the consignee shall not be binding even though they have not been contradicted expressly.

1. Tender
Tenders shall only be binding when being drawn up in writing. They shall be without engagement. The contract shall only come into existence by the order being acknowledged by us (acknowledgement of order or accomplishment of delivery). Any supplementary agreements, modifications, supplements or the cancellation of the contract as well as the assurance of properties shall only be binding if we have confirmed them in writing. Until being confirmed in writing, all of the verbal or telephonic discussions about such matters of whichever kind shall be deemed to be only preparatory and without obligation.

2. Execution
Any documents concerning the execution and submitted by us to the orderer shall have to be examined by the latter, in fact likewise those concerning all of the properties being essential and required for the utilization of the packaging material. If any corrections etc. are necessary, they shall have to be communicated to us without delay. If the documents are not contradicted immediately, they shall have been approved. We do not undertake any responsibility for any possible faults if the order is completed according to the approval.

3. Prices
Our prices are stated in EUR as net prices (excluding VAT) ex works. Any increases in material costs and wages occurring after the conclusion of the contract as well as any other increases in costs shall entitle us to increase the price agreed upon by the additional costs.

4. Payment
The invoicing and payment shall be effected in EUR. All invoices shall be payable within 8 days from the invoice date less 2 % cash discount or within 30 days net; until old invoices being already due to be paid resulting from previous deliveries are paid in full, a cash discount shall not be granted for new invoices. In case the invoice is not settled within 30 days net from the invoice date, we shall be entitled to charge interest payable on arrears of 1 % per month as of the 31st day. Bills of exchange shall only be accepted according to a corresponding agreement and like cheques only on account of the discharge. Any interest and costs for discounting or collecting bills of exchange shall have to be paid by the orderer. We shall not be held liable for presenting, protesting for non-acceptance, etc., in due time. In case the orderer falls into arrears with the payment or acceptance, all of the outstanding invoices shall become payable immediately. In case the obligations to pay existing within the scope of the business relation are not complied with, or in case an essential deterioration of the orderer's financial standing is proved to have occurred, we shall be entitled to make the ongoing execution of the order and the delivery conditional upon an appropriate surety or payment in advance. This shall be applicable, too, if it later emerges that the financial standing was fundamentally worse at the time when the contract was concluded than we had presumed. In case the surety is not produced or the payment in advance is not effected within a reasonable period of time to be set by us, we shall be entitled to refuse the performance. The enforcement of any rights of distraint or retention and setting any claims off against any counterclaims shall be inadmissible so far as – in the case of setting claims off – the counterclaims have not been determined to be legally valid or have not been acknowledged by us. Such a circumstance shall also be existing when our credit insurance declines to cover the claims against the orderer.

5. Reservation of Proprietary Rights
All goods and products supplied by us are exclusively delivered by reserving our proprietary rights. The goods shall remain our property until the whole of the claims resulting from the business relation including any incidental claims, claims for damages, are paid in full – in case of payments made by cheque and/or bills of exchange until these are cashed in. This shall be applicable, too, when the whole of our claims or individual claims of ours have been included in a current invoice and the statement has been balanced and acknowledged. So far as the payment is made according to the cheque procedure (reverse bill of exchange), the property shall only be transferred in case the bill of exchange is cashed in without reservations. The orderer shall not have the right either to pawn or to transfer as surety any goods delivered under reservation of proprietary rights (thus including goods being under our joint ownership after having been combined, compounded or processed according to the following conditions). In case of the infringement of any important contractual obligations, in particular in case of any arrears in payment, we shall be entitled to take back the goods after sending a reminder, the purchaser shall be obliged to hand back the goods. Our taking back as well as pawning the goods shall give reasons for a withdrawal from the contract only when we declare to do so expressly in writing. The orderer shall have to communicate to us any pawning and any other imminent detriment to our rights pursued by any third party without delay. In case the goods are disposed of, also when being in a processed condition, the counterclaim resulting from this redelivery shall be considered to be transferred to us completely or partially as a preferential claim, actually in the amount of the claim resulting from the goods supplied. The transfer shall be accepted by us. In case the value of the existing sureties exceeds the claims to be secured by more than 20 %, we shall be obliged to release them to this extent on the purchaser's demand.

6. Term of Delivery
Terms of delivery are stated as approximate terms. The agreement upon fixed terms shall require to be confirmed by us expressly in writing in order to become effective. We shall only be obliged to adhere to the term of delivery agreed upon in case the orderer immediately complies with his incumbencies (providing documents, approving the documents about the execution, etc.). If the orderer calls for any modifications of the order after having received the acknowledgement of order which modifications influence the term of its execution, the term of delivery originally agreed upon shall start to run again when the modification is acknowledged except where otherwise expressly agreed upon. Any unforeseen circumstances which we cannot be held responsible for such as acts of God, bans on imports and exports, strikes and lock-outs, difficulties in obtaining the materials, breakdowns, shortage of energy and the like, also when they occur in our pre-supplier's sphere of influence, shall prolong the term of delivery appropriately at least by the duration of the obstacle in case we are prevented from fulfilling our obligation in due time by such obstacle. Claims for damages may not be derived from such prolongation of the term of delivery. If in case of a delay in delivery, the orderer grants us a reasonable extension which has to be at least 4 weeks declaring that he will decline to accept the goods on the expiry of this extension, this purchaser shall be entitled to withdraw from the contract in case this extension is not adhered to. The orderer shall only be entitled to claims for compensation of the damages caused by the delay and the non-fulfilment instead of his right of withdrawal when the delivery is delayed on account of the consignee's acting intentionally or being guilty of gross negligence.

7. Acceptance
The acceptance shall have to be effected according to the contractual arrangements as a rule as a unified whole after completion, in case of the delivery of bulk orders agreed upon in partial lots (orders on call), for reasons of maintaining the quality at the latest 6 months after completion. The risks to quality and safety and the expenditure incurred by the consignee by reason of the deviation from this agreement, shall have to be borne by the orderer. On the expiry of 6 months, we shall be entitled to invoice the quantities the delivery of which has not yet been requested and to call for the payment of such and to charge any costs of storekeeping according to the rates charged in the haulage business. To a reasonable extent, we shall likewise be entitled to carry out partial performances without a corresponding agreement.

8. **Transition of Risk, Dispatch and Packaging**
The dispatch shall be effected even when delivery is made by means of our own vehicles at the orderer's risk and, except where agreed upon otherwise, at the latter's account. Even when a delivery free domicile has been agreed upon, the shipping shall be at the purchaser's risk. In default of a particular agreement, the selection of the dispatch type sequence and of the means of transport shall be up to us. When the goods are ready for dispatch and the shipping or the acceptance is delayed for reasons we cannot be held responsible for, the risk shall be transferred to the orderer upon receipt of the advice stating the readiness for dispatch. In case the goods are damaged during the transition, the orderer shall have to protect his rights against the carrier. The packaging shall be determined according to the acknowledgement of order, if needs be, according to the circumstances; it shall be carried out against being charged in default of any deviating agreement.

9. Tolerances of Quantities and Quality
We shall be allowed to increase or reduce the quantity delivered by up to 10 %, over and above that any increases or reductions of quantities delivered by our pre-suppliers and being admissible according to their general terms of business shall entitle us to increase or reduce the quantities delivered to the same extent. The execution of the order shall be effected within the scope of the technically required tolerances dependent on the material and process engineering. We reserve our right to deviations from the qualities of the materials according to the pre-suppliers' terms of delivery.

10. Delay of Acceptance
In case the orderer falls into arrears with accepting the goods and we declare after granting an extension that we, for our part, decline the delivery and require damages on account of non-fulfilment, resp. the orderer refuses without authorization to fulfil the contract, we shall be allowed to call for damages in the amount of 35 % of the order value and in case of non-standard goods in the amount of 70 % of the order value subject to the proof that we have incurred inferior damages or no damages at all. The assertion of any factual higher damages resp. the request for fulfilment of the contract shall not be excluded.

11. Complaint, Guarantee
The goods shall have to be examined immediately after arrival at the place of destination. Any complaints shall only be allowed to be made in writing and shall have to be received by us within 7 days after receipt of the goods. The defects shall have to be indicated clearly. The orderer's obligation to examine the goods delivered shall be existing, too, in the case that outturn samples have been sent. Any complaints on account of concealed defects that cannot be found after an immediate examination shall only be allowed to be made when the written complaint is received by us within 3 months after the goods have left the works. The examination shall have to cover all qualities being essential and required for the utilization of the packaging material. Defects of a part of the delivery shall not be able to give reasons for any complaint with respect to the whole of the delivery. In case of material defects, the orderer shall be allowed to demand improvement and, in case it is not possible, to call for a delivery to replace the damaged items. In case the defect is not essential, we shall be allowed to demand that a reduction of the purchase price is merely considered. If the improvement resp. the delivery of replacement fails, the orderer shall be allowed to call for reduction of the purchase price (allowance) or cancellation. We shall be liable on account of whichever legal justification purely and simply for the consignee, our agents as well as our executives committing acts of gross negligence. Any liability for minor negligence and for any fault of any assistants' shall be excluded. In the case of any liability to be accepted, the claim for compensation shall be limited to the damages being foreseeable at the time of the conclusion of the contract. The compensation for damages arising from defects shall be excluded. We shall be liable for light-fastness, variableness and variations of colours and bronze pigments as well as for the quality of any gluing, varnish, etc., only so far as defects of the materials have been discernible during a proper examination before utilizing them. Any insignificant quantity of scrap – i.e. up to 2 % of the total quantity – shall not give grounds for any complaint.

12. Copyright
The orderer shall be liable for verifying the copyrights on his own. The copyright and the right to duplication according to whichever procedure and for whichever purpose concerning some sketches, designs, originals and the like shall be left up to us subject to any other express regulation.

13. Tools
Any tools shall remain our property with the reservation of other regulation in writing even if the orderer has been charged for the costs of the tools. So far as costs of tools have been indicated, the statement of these shall be based upon an estimation. If the amount turns out not to be sufficient, we shall be entitled to invoice the factual expenditure.

14. Sketches, Designs and Other Preparatory Work
shall be invoiced even if the order is not placed.

15. Identification Marking
We reserve our right to fix our company stamp, company logo, etc., to goods of any kind according to the corresponding practice and to the space given.

16. Social Standards
Sicht-pack Hagner has obliged to comply with social standards of SA8000, amfori-BSCI and Sedex. Suppliers and customers are invited to respect and implement these as well.

17.
In case any individual clauses of these terms should be or become ineffective, the remaining agreements shall nevertheless remain effective.

17. Place of Fulfilment and Jurisdiction
shall be Freudenstadt. The German law shall exclusively be in force.