

General Delivery Conditions MTS Euro Products B.V.

Filed at the Office of the District Court at Rotterdam on 27 June 1997.
A copy of these Conditions may be obtained from us on request.



ARTICLE 1 – APPLICABILITY

- 1.1 All quotations and order confirmations in respect of agreements with and deliveries by us are solely subject to these conditions.
- 1.2 The buyer may solely invoke differing and/or supplementary terms if and in so far as these have been expressly accepted by us in writing. In that case a departure from these conditions applies solely to the transaction in question.
- 1.3 A buyer with whom an agreement is entered into under the present conditions agrees to the application of these conditions to later agreements between itself and the vendor.

ARTICLE 2 – QUOTATIONS AND AGREEMENTS

- 2.1 All our quotations are without engagement. A fixed quotation applies solely for a period of two weeks, unless agreed otherwise.
- 2.2 Assignments, orders and acceptances of quotations by the buyer qualify as an instruction to ourselves and are irrevocable.
- 2.3 We are only bound by a buyer's instruction once and in so far as we have confirmed it in writing to the buyer.

ARTICLE 3 – COLOUR – PURITY – QUALITY – WEIGHT

- 3.1 Minor discrepancies in colour, purity and quality shall in no circumstances provide grounds for complaint, refusal to accept the delivery or dissolution of the contract of sale or delay in the payment of the purchase price.
- 3.2 In the case of deliveries of toilet or other paper an upward or downward 5% variation in the gramme weight per m2 is permitted.

ARTICLE 4 – PRICE

- 4.1 All the prices specified by and agreed with us are net, therefore excluding VAT and other taxes. The prices also exclude the costs of loading, transport, unloading and insurance.
- 4.2 If we have undertaken packaging, loading, transport, unloading, insurance and any other services without having expressly agreed a price in writing, we are authorized to charge the buyer the actual costs and/or our customary tariffs.

ARTICLE 5 – DELIVERY

- 5.1 The delivery period commences at the point at which we have accepted the buyer's instruction and after any agreed prepayment has been received by the vendor or we have been provided with security for the payment.
- 5.2 The delivery times specified by ourselves may in no circumstances be regarded as deadlines. Failure to meet these times does not provide the buyer with any right to supplementary or replacement compensation or any right of non-compliance with any obligation arising under this agreement. Nor is the buyer authorized to cancel or dissolve the agreement unless we have failed to deliver the goods in question within a reasonable period as specified by the buyer after the original term had been exceeded.
- 5.3 Unless agreed otherwise, the goods are delivered carriage paid.
- 5.4 In the event that the buyer refuses to accept a delivery which meets the set requirements we have the right, after expiry of a period of two weeks, to dissolve the agreement by written notification, while the buyer shall be required to compensate us for the loss sustained, without prejudice to our right to demand compliance.
- 5.5 The buyer is authorized to sell and deliver to other parties the goods we have supplied, provided that in the case of sale or disposal within the Netherlands:
 - The goods are not resold at a price lower than that owed by the buyer to ourselves plus the turnover tax (VAT) payable.
 - The goods are passed on in the original, unchanged packaging.
 - The buyer agrees with the latter's customer under a chain stipulation that the aforementioned obligation must also be complied with in the event of any further resale, or at least disposal and onward delivery within the Netherlands.

ARTICLE 6 – TRANSFER OF RISK AND OWNERSHIP

- 6.1 The risk relating to the goods delivered by us passes to the buyer as from the point at which the goods are delivered as referred to in Article 5.3.
- 6.2 The goods delivered by us remain our property until payment in full of all our claims on the buyer under this agreement, including loss, costs and interest.
- 6.3 The buyer is permitted to process and/or resell the goods delivered under retention of title as part of its normal business operations. As long as payment in full for these goods has, however, not been made the buyer is not authorized to vest any pledge or other form of security on these goods on behalf of third parties. A buyer who is in arrears with payment is also obliged to return unsold goods to us on first demand. If third parties serve an attachment on those goods held by the buyer under our retention of title, the buyer shall be obliged to advise us without delay.

ARTICLE 7 – FORCE MAJEURE

- 7.1 Force majeure arises if the implementation of the agreement is wholly or partially impeded, temporarily or otherwise, by circumstances outside the will of the parties including risk of war, fire, strike, sit-down strike, lock-out, blockade, commotion, rioting, obstruction of traffic and other transport breakdowns, import and export bans, accidents, breakdowns in energy supply, business interruptions, prolonged sickness absence and delayed delivery of raw and auxiliary materials or parts which were ordered in good time. In the event of force majeure the obligations to the parties are suspended.
- 7.2 The parties are obliged to advise one another without delay in writing of their force majeure situation. If the force majeure is of a lasting or long-term nature, both parties have the right to dissolve the non-executable element of the agreement by means of a written declaration, without compensation being payable by either party.
- 7.3 In relation to agreements under which it has been agreed that the delivery shall take place in installments, the dissolution referred to in the previous clause shall, in the case of temporary force majeure, relate solely to that element of the delivery affected by the force majeure and not to future deliveries.
- 7.4 If we have carried out a part of the order in circumstances of lasting or temporary force majeure, the buyer is obliged to accept the completed element on the agreed terms.

ARTICLE 8 – COMPLAINTS

- 8.1 If upon receipt the buyer detects a clearly visible difference in the quantity ordered by the buyer and the quantity delivered by ourselves or detects damage, the buyer shall be obliged to make the necessary reservation with the carrier – upon pain of loss of any rights vis-à-vis ourselves – and to advise us of these circumstances without delay.
- 8.2 Complaints concerning immediately visible deficiencies in respect of goods delivered by ourselves other than as referred to in 8.1 as well as complaints concerning not immediately visible defects to goods delivered by the vendor and which can be established by means of a superficial survey or simple inspection must be submitted to us by the buyer in writing no later than five working days of receipt of the goods, in the absence of which any entitlement vis-à-vis the vendor shall lapse.
- 8.3 At least 90% of the goods to which the complaint relates must at all times be available for inspection.
- 8.4 In the case of complaints processing or further processing of the goods may only take place with our written consent. Complaints do not provide the buyer with the right wholly or partially to suspend payment.
- 8.5 Return of the delivered goods is permitted only with our express consent. Goods returned without consent shall be held for the buyer at the latter's account and risk. This will not discharge the latter from its obligation to pay for these goods.
- 8.6 In the event of a complaint made in good time we are only obliged to provide the buyer with a replacement batch, which obligation shall only arise if the buyer is able to demonstrate that the defects were already evident at the time of delivery. We shall in no circumstances be bound to pay any compensation.
- 8.7 After the periods referred to in 8.1, 8.2 and 8.3 have elapsed the buyer shall be deemed to have accepted the delivery unconditionally and any entitlement by the buyer vis-à-vis the vendor in respect of these goods shall have lapsed.
- 8.8 Complaints in respect of minor discrepancies in dimension, weight, colour, shape, purity, external appearance, quality and/or soundness of the delivered goods which are deemed allowable in the industry or are technically unavoidable, as set out in the technical element of these conditions, shall not be admissible.

ARTICLE 9 – LIABILITY

- 9.1 We shall in no circumstances be obliged to pay the buyer punitive damages or alternative compensation except and in so far as the loss incurred was brought about as a result of design or gross negligence on the part of ourselves or our own employees or third parties engaged by us. Except in the case of design on our part, any liability for trading losses or consequential or indirect loss shall be excluded. Any liability on our part for loss sustained by the buyer or a third party as a result of the use and/or storage of goods sold by ourselves shall be expressly excluded.
- 9.2 In all cases in which we are required to pay compensation the latter shall in no circumstances be higher than either the invoice value of the delivered goods as a result of or in connection with which the loss has been sustained or, if the loss is covered by insurance which we have taken out, the sum actually paid out by the insurer, with the choice between these two amounts to be determined by ourselves.
- 9.3 The buyer shall hold us, our employees and any third parties engaged by ourselves for the implementation of the agreement harmless from any claim by third parties in connection with the implementation by ourselves of the agreement, in so far as those claims exceed or differ from those which the buyer has against us.

- 9.4 Our employees or any third parties engaged by ourselves for the implementation of the agreement may invoke any defense against the buyer arising under this agreement as though they were themselves the contracting party.
- 9.5 Any claim against ourselves, except those acknowledged by us, shall lapse by the mere lapse of a period of six months after the claim arose.

ARTICLE 10 – PAYMENT AND SECURITY

- 10.1 Unless agreed otherwise expressly and in writing our invoices must be paid within a period of 30 days of the invoice date. We do however at all times have the right to demand cash on delivery, to demand total or partial prepayment and/or otherwise to obtain security for payment.
- 10.2 Unless agreed otherwise expressly and in writing, the place of payment shall be our office.
- 10.3 The risks and costs associated with giro or bank payments shall be for the buyer's account. Where payment is made by draft the cost shall be for the buyer's account.
- 10.4 We grant a 1% discount on the net invoiced amount excluding turnover tax in return for cash payment within 14 days of the invoice date. This also covers giro transfers made within the same period, in which regard the date on which the amount owed is credited to our account shall be decisive.
- 10.5 If the buyer does not pay the amount owed on the above terms, the buyer shall, without the need for any prior notice of default, be legally in default. As from the date on which the buyer is in default of payment, all our claims on the buyer shall be immediately due and payable and default without need to serve notice thereof shall also come into immediate effect with respect to those debts. As from the day on which the buyer is in default, the latter shall be required to pay penalty interest on the outstanding balance of 1.5% per month or part of a month for which default of payment lasts.
- 10.6 The payments received shall apply in the first place to the longest standing claim we have on the buyer including interest and costs and then to the next most long-standing claim, until all claims we have on the buyer have been discharged, including interest and costs. Any costs, including extra-legal costs, forming part of the collection of the claim shall be for the buyer's account. We are authorized to calculate the collection costs on the basis of the collection charges laid down by the Netherlands Bar.
- 10.7 The buyer renounces any rights to the offsetting of amounts payable by either party.

ARTICLE 11 – DISSOLUTION

- 11.1 If the buyer fails to discharge one or more of its obligations or to do so in good time or properly, is declared bankrupt, applies for a (provisional) moratorium of payment, proceeds to the liquidation of its business, proposes a composition or has its assets wholly or partially seized or if the buyer turns out in some other manner to be insolvent, we are authorized to suspend the implementation of the agreement or wholly or partially to dissolve the agreement by means of a written declaration without need for prior notice of default, as elected by ourselves and with retention of any rights of reimbursement of costs, loss and interest.
- 11.2 The buyer is only authorized to proceed to dissolution in the cases referred to in Articles 5.2 and 7.2.

ARTICLE 12 – DISPUTES AND APPLICABLE LAW

- 12.1 All obligations between the parties are subject to Dutch law.
- 12.2 Any disputes arising from or connected with the agreements concluded between the parties shall solely be resolved by the competent court in Rotterdam unless we express a preference for the dispute to be submitted to the legally authorized court.