GENERAL TRADE RULES FOR PAPER & PAPERBOARD

1. WEIGHT (MASS)

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

2. QUANTITY: DELIVERED

The delivered quantity is expressed in and based on weight, which is determined at the time when the goods are delivered or packed by the manufacturer and are ready for dispatch or when the goods are delivered and unpacked, at the delivered sizes (in the case of sheets, width and length and in the case of reels, the width) differ from the tolerances stated in clauses 5 and 6.

3. QUANTITY: TOLERANCES

An order for paper or paperboard outside 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 buyer goods that do not deviate from the ordered quantity by more than the tolerances stated below. Where a delivery comprises several lots as defined in clause 5 (a) each lot shall be considered separately.

A. For grammages up to and including 182g/m²

<table>
<thead>
<tr>
<th>Lot size</th>
<th>Tolerances</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 10</td>
<td>+15 %</td>
</tr>
<tr>
<td>10 tons or under 50</td>
<td>+10 %</td>
</tr>
<tr>
<td>50 tons or over</td>
<td>+5 %</td>
</tr>
</tbody>
</table>

B. For grammages over and including 182g/m²

<table>
<thead>
<tr>
<th>Lot size</th>
<th>Tolerances</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 5</td>
<td>+15 %</td>
</tr>
<tr>
<td>5 tons or under 20</td>
<td>+10 %</td>
</tr>
<tr>
<td>20 tons or under 50</td>
<td>+5 %</td>
</tr>
<tr>
<td>50 tons or over</td>
<td>+2 %</td>
</tr>
</tbody>
</table>

C. For liner fluting irrespective of grammage.

<table>
<thead>
<tr>
<th>Lot size</th>
<th>Tolerances</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 10</td>
<td>+10 %</td>
</tr>
<tr>
<td>10 tons or under 50</td>
<td>+5 %</td>
</tr>
<tr>
<td>50 tons or over</td>
<td>+2 %</td>
</tr>
</tbody>
</table>

In respect of A, B and C, the stated deviations shall be doubled downwards and upwards respectively where the buyer has ordered for a maximum or minimum weight without any margin for excess or shortage.

4. QUANTITY: CLAIMS

Claims arising from the seller delivering to the buyer a quantity of goods less or more than he has contracted for must be notified by the buyer to the seller within seven (7) days of the buyer receiving any document stating or verifying the weight of the goods delivered.

In the event of any shortage deemed to have occurred in transit, the buyer shall on receipt of the goods, in the interests of the two contracting parties, duly notify the carrier.

5. QUALITY: GRAMMAGE TOLERANCES

(a) The actual grammage to the ordered grammage stays within the tolerances given below in the tables for one or more units of paper or paperboard.

(b) Stipulations

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

- The actual grammage to the ordered grammage stays within the tolerances given below in the tables for one or more units of paper or paperboard.
- The test values for individual units in relation to the ordered grammage stay within the tolerances given below in the tables for one or more units of paper or paperboard.

(c) Table A: Tolerances for different kinds of paper

<table>
<thead>
<tr>
<th>Lot size</th>
<th>Grammage ordered, g/m²</th>
<th>Tolerances</th>
</tr>
</thead>
<tbody>
<tr>
<td>(t)</td>
<td></td>
<td>+15 %</td>
</tr>
<tr>
<td>1 t</td>
<td></td>
<td>+10 %</td>
</tr>
<tr>
<td>15 tons or under 60</td>
<td>+5 %</td>
<td></td>
</tr>
</tbody>
</table>

6. QUALITY: SIZE OF PAPER 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, width and length and in the case of reels, the width) differ from the contracted sizes by no more than stipulated below:

- Sheets
  - Not trimmed: +0.4 %, not, however, exceeding +3 mm
  - Trimmed: +0.2 %, not, however, exceeding +3 mm
- Reels (with trimmed edges)
  - +400 mm but < +2,000 mm: +3 mm
  - 2,000 mm and over: +5 mm

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

7. QUALITY: CLAIMS

(a) It shall be the responsibility of the buyer to check the quality of delivered goods before their processing, if the quality is not in accordance with the quality contracted for or if the buyer has reason to believe that the quality is not in accordance with what has been agreed to or specified. With respect to such a defect, the buyer shall have the right to demand from the seller to perform any work necessary to bring the goods to an acceptable condition or to cease processing unless he has received permission to do so from the seller in writing or by telecommunication.

(b) If the buyer should discover a defect in the goods during processing, he shall immediately give notice of such defect by telecommunication to the seller.

(c) A claim for a defect in quality that is such of nature that it can be ascertained from the seller’s documents or from a sample provided by the seller, must be made by the buyer within seven (7) days of receipt of the document or the sample by the buyer.

8. DELAYED PAYMENT AND OWNERSHIP OF THE GOODS

(a) Failure by the buyer to pay for the goods within the time period is due under the contract shall entitle the seller to receive interest on the sum outstanding at the rate of 5 per cent per annum. If the exact rate remains unsettled in the contract including or not including, as the seller so selects, the shipment for which the buyer is in default of payment, interest shall be calculated from the date of delivery to the date of full payment at a rate of 5 per cent per annum plus the lending rate officially or generally applied in the country of the buyer from time to time such payment remains outstanding.

(b) If the price is payable in a currency other than that of the seller’s country, the seller is entitled to compensate for the rate of exchange is less favorable to him on the day of the delayed payment than it was when the contract was concluded.

(c) In the event that payment is default and the payment is not attributable to errors by the transferring banks, the seller has the right to cancel the contract with effect fourteen (14) days after giving notice if the payment has not been paid in full within fifteen (15) days from the due date.

(d) The seller shall have the right to cancel the contract if the buyer fails to pay the correct amount or partly or in any other way breaches the contract.

(e) Should the buyer or the seller become insolvent or go into liquidation or have a receiver appointed or similar law proceedings, the contract including or not including, as the seller so selects, the shipment for which the buyer is in default of payment, shall be void.

9. LIMITATION OF DAMAGES

(a) Should the buyer or the seller become insolvent or go into liquidation or have a receiver appointed or similar law proceedings, the contract including or not including, as the seller so selects, the shipment for which the buyer is in default of payment, shall be void.

(b) Where either party is liable for damages to the other, these shall not exceed the loss, which the party at fault could not reasonably have foreseen in the conclusion of the contract including or not including, as the seller so selects, the shipment for which the buyer is in default of payment, the party in breach may claim a reduction in the claim.

10. GROUNDS OF DISCHARGE FROM LIABILITY (FORCE MAJEURE)

(a) The following shall be considered as grounds of discharge from liability if they occur after the conclusion of the contract or - when they have occurred before that time, if their effects were not clearly foreseeable before the conclusion - and they prevent, hinder or delay the production in which the buyer (or if the buyer is a wholesale dealer his customer provided named in the contract) intends to use the goods or the buyer’s acceptance of the goods or seller’s production or delivery by agreed means, viz.:

- war; war risk; insurrection; blockade; requisition; embargo; calling up of personnel for military service; currency restrictions; export or import prohibitions or restrictions; restrictions in the use of power; labor conflicts, general
shortage of labor, transport and materials; water shortage; fire; flood; storm; obstruction of railways; obstruction of navigation by ice at port of shipment; loss or detention at sea; non-delivery, faulty or delayed delivery by the seller's suppliers of raw material and other commodities for industrial production and any other circumstances beyond the control of the parties.

(b) The buyer or the seller, as the case may be, may suspend performance under this contract on the grounds of discharge of liability, neither party being responsible to the other party for any damage resulting from such suspension. Goods released by the seller and already manufactured or in the course of manufacture or in transit from the seller's mills must, however, always be accepted by the buyer.

(c) In the event of suspension of performance for less than ten (10) consecutive days, deliveries shall be resumed as soon as practicable for the full contract quantity. When such suspension shall have continued for a period of ten (10) consecutive days or more, the delivery or deliveries omitted during the period of suspension can be cancelled without liability to either party, and subsequent deliveries shall be resumed thereafter according to contract.

(d) The party wishing to claim relief by reason of any of the said circumstances shall notify the other party in writing, by telex or by cable without delay on the occurrence of the intervention and on the cessation thereof and, as soon as practicable, notify the other party to what extent the claim will necessitate a suspension.

11. INCREASED COSTS

Should there after the conclusion of the contract occur a substantial increase of not less than ten per cent (10%) of the total costs for the production and the transportation of the goods, the seller shall have the right to a renegotiation of the price in respect of quantities due for delivery thirty (30) days after notice of renegotiation has been served in order to obtain reimbursement for his increased costs as long as these continue. If agreement cannot be reached within these thirty (30) days, the seller may cancel the undelivered part of the contract quantity.

12. CLAIMS

All claims must be made in writing, by telex or by cable. Claims shall be made within thirty (30) days of the discharge of the goods at the place of destination except in clauses 4 and 7 above stated cases and claims for payment of the invoice. Non-approval of the invoice shall be mailed within ten (10) days of its receipt. If the buyer does not observe the provisions and time limits stipulated in clauses 4 and 7 as well as above in this clause, the claim will not be effective against the seller and the buyer will lose all right to compensation. The buyer shall, irrespective of whether he has lodged or is going to lodge claims, pay the invoice when due. Final adjustment shall be made when agreement is reached or the decision of the arbitrators is given.

13. DELIVERIES

Each delivery under this contract shall be considered as a separate contract and default on one or more deliveries shall not invalidate the balance of the contract except as herein otherwise provided. The present clause does not, however, affect the applicability of the clause 11 above.

14. SPECIAL PROVISIONS

These General Trade Rules shall apply in their entirety unless otherwise expressly agreed upon in writing by the seller and the buyer.

15. APPLICABLE LAW

The contract and the legal relations between the buyer and the seller shall be governed by the law of the country of the seller, except concerning clause 8 (c) where the law of the country of the buyer shall apply.

16. ARBITRATION

All disputes arising in connection with the present contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the rules.