

## Terms of payment and shipment regulations within the corrugated industry

Stipulated in November 1993 by the Swedish Corrugated Board Association (SWIF)

### 1. Quotation

Quotation is valid, to the extent that nothing else has been agreed, in 30 days counted from quotation date. Quotation or order acknowledgement is valid with reservation for after delivered quotation or order acknowledgement announced price increases (price increases on raw material and consumption items, wage-increases and other manufacturing costs, even increase of costs brought of turnover taxes, custom charges, excise duty and exchange rate fluctuation). Such increases entitle the seller to similar increases of the quotation or the order acknowledgement's prices, which means that the delivery day price is valid.

### 2. Price and delivery terms

In quotation or order acknowledgement the value-added tax is not a part of the stated price or other public taxes that comes from the invoiced amount. Offered or agreed price include, to the extent that nothing else has been agreed, delivery terms freight paid including insurance according to combiterms CIP, (costs for freight and wrapping).

### 3. Compensation for additional performances

Costs caused by changed order will be charged to the buyer. Extra work caused by incomplete basis or by changes and corrections, which have been made on request of the buyer, will be charged extra.

### 4. Payment

Payment for delivered goods shall be the seller aux mains within 30 days of the invoice date. If payment is not in time a charge of interest on overdue payment with 24 % on a yearly basis will be charged and also statutory charge for written reminder according to SFS 1981:739 paragraph 2. Remark on the invoice should be done immediately without delay after reception. If payment for sold part delivery does not arrive in right time, the seller can deny continuous shipment until full payment occurs. The seller also has the right to request assurance to non-payment and has, if the buyer does not have adequate safety, right to cancel the purchase.

### 5. Shipment tolerance

Shipment is considered according to the agreement carried out if ordered quantity does not exceed or go below more than 10 % for editions up to 5.000, after that 500 per 10.000 in edition. For editions consisting of 500 or below is however 50 units valid permitted divergence.

Minor divergences concerning (material) wrapping performance or slight divergences in pressure may not consider as defect in the shipment. If the quantity non-usable units (defects in gluing/punching, exterior damage and similar) do not exceed 2 % of the shipment, no demands can be made.

### 6. Responsibility at defect or shortage

Defect or shortage of, by the buyer approved, test package or other testing material may not burden the seller. This also counts for defect or shortage in delivery that has been performed according to tests or specifications, that has been approved by the buyer. The seller's responsibility as a result of eventual defect on delivered packages is limited to only damage on these. The responsibility contains therefore not damages on by the buyer wrapped goods or other direct or indirect damages, which can arise at storage or usage of, delivered packages, whether for the buyer or third party. Shortage or defect in the part delivery does not result in to give the buyer right to cancel the agreement. Complaint about delivered goods shall be made from the buyer within 14 days after reception. If

a product has been marred by defects, damaged or decreased in value through the buyers cause, the buyer cannot annul the purchase, claim reshipment or request repair.

### 7. Delay

If the supplier or the buyer find that the agreed delivery time respectively the time for other proceeding according to the agreement most likely cannot be kept, the other party shall be notified without delay. By this shall also the cause of the delay be stated and when fulfilment can occur. If the order through the buyer's cause or omission cannot be completed within the time the order concerned or within for that work normal delivery time, the seller has the right to reasonable compensation for costs and loss that has occurred through this. If the delay is due to the supplier the buyer has right to annul the agreement and also receive compensation for direct costs that the delay has brought only if

- by the agreement or other circumstances obviously appears that fulfilment is useless for the buyer after a certain point of time and it is clearly that the performance cannot be fulfilled to that point of time.

- in other case the buyer made it clear to the supplier that delivery must occur punctual on agreed day and the buyer on his side in right time has fulfilled his obligation according to the agreement.

### 8. Material right

Proposals, sketches, constructions, drawings and other tender documents is the sellers property and may not without special agreement, that among others can designate certain period, be used by the buyer or by this serve third party.

The seller has right to provide the goods with identification marks and with terms that intend immaterial right. The buyer is responsible for that the legal right exists for the seller through print or other procedure manifold or reproducing material, which is supplied by the buyer for work performance. The responsibility for possible violations in this context of regulations e.g. Copyright law or Marketing Practices Act falls on the buyer. The buyer is responsible for by him assigned packaging constructions do not damage other party's right to these. Debiting printing media, i.e. printing die and suchlike, like cutting die, which are required for production of the ordered goods, constitutes the sellers property. Unless other has been agreed.

### 9. Other

Agreements, which wholly or partially differ from these regulations, shall be drawn in writing to be valid. Possible disputes and disagreements about interpretation or application of reached agreement shall, if not anything else has been agreed upon between seller and buyer, refer to Swedish Technical - Industrial Arbitration Institution for settlement through arbitration. Demand based on non-payment can however be referred to public court by the seller.

### 10. Force Majeure

If delivery prevents or delays through war, fire or other force majeure, strike, lockout or other stoppage of work, lack of labour and raw material, measure from the State side or other circumstances out of the sellers control and that the seller could not disregard or could have prevented, entitles this to corresponding prolongation of the delivery time. If the obstacle is of such nature that it precludes or essentially makes the delivery more difficult, the seller is released from fulfilling this. For delivery, that by above-mentioned reason has been delayed or not been carried out, disclaim the seller from damage responsibility.