

I. General

The following Standard Terms of Sale hold for all purchase contracts that CaseTech GmbH ("Seller") concludes with customers ("Buyer") that themselves are acting within the framework of commercial or self-employed business activities. Contrary or deviating purchase conditions or other such limitations of Buyer are not recognized unless Seller has explicitly agreed to each of them singly and in writing.

II. Offers, orders

1. With respect to price, quantity, delivery deadlines and availability for delivery, offers made by Seller are provisional and subject to change without notice, i.e. until the binding conclusion of contact they can still be altered or withdrawn.
2. By written or printed confirmation of Seller (even in the form of an invoice or delivery note) Buyer's orders are binding upon Seller.

III. Calculations

1. The quantities actually delivered and/or the performance actually rendered are calculated at Seller's valid prices at the time of delivery, plus the statutory turnover tax. The prices apply ex works.
2. If Seller makes general price increases between the time of conclusion of contract and the time of delivery, Buyer is entitled to withdraw from the contract within a period of two weeks of the announcement of the price increases; unless the price increases are solely due to an increase in the freight rates. This right of withdrawal applies only to continuous purchase contracts (continuous delivery contracts).

IV. Payment

1. Purchase-price claims are due immediately upon receipt of the corresponding invoice. Buyer is in default if payment in cash or by transfer, without any deduction, has not been made within 30 days of receipt of an invoice. In cases of default, default interest to the value of eight percentage points above the base rate of interest can be charged. In cases of default the legal rights, such as exercising of default-damage compensation claims and withdrawal from the contract are reserved. In addition to this any older commitments arising from the contractual relationship shall be due immediately.
2. The submission of bills of exchange requires Seller's consent; in this case they are accepted as an undertaking to pay. The maximum period for bills of exchange is ninety days after the invoice date. Discounts, exchange costs, exchange taxation and other charges arising more than thirty days after the invoice date must be borne by Buyer.
3. If, in the event of default with payments due, inability to pay or lack of creditworthiness, Buyer is not prepared to make payment in advance, despite being called on to do so, or to offer an appropriate security for the performance due, Seller is entitled to withdraw from the contract, provided no outstanding payment has been made by Seller.
4. Payments are only regarded as having been made if the sum is available on an account held by Seller.
5. If on payment Buyer does not specify repayment targets, Seller is entitled to make use of the payment received for settlement of the oldest due invoices and associated default interest and costs first, this in the following order: costs and expenses, interest, main claim.
6. Buyer may only enforce rights of retention in cases of uncontested or legally established counterclaims. Buyer is only entitled to offset in cases of uncontested or legally established claims.

V. Delivery

1. Seller makes continuous efforts to deliver as quickly as possible. There are no fixed delivery deadlines.
2. If, in deviation from this, a fixed delivery deadline is agreed on, in the event of delay in delivery Buyer must grant a reasonable extension period of at least two weeks.
3. This is subject to correct and punctual delivery to Seller's itself. Seller is obliged to inform Buyer immediately about any non-availability and to immediately reimburse any counter-performance made by Buyer for the non-available goods.
4. The day of delivery is held to be the day of the passing of risk, or if this day cannot be established, the day on which the goods are placed at the disposal of Buyer.
5. Seller is also entitled to make part deliveries without special announcement.

VI. Force Majeure, Contract Hindrances

1. Force majeure of whatever sort, unforeseeable interruptions to business operations, transportation or shipment, fire damage, flooding, unforeseeable shortages of labour, energy, raw materials or auxiliary materials, strikes, lockouts, official decrees or other hindrances for which the party from which performance is due is not answerable, but which reduce, delay, or prevent the manufacture, the shipment, the acceptance inspection or the consumption of the goods, or make their delivery unreasonable, release from the obligation to deliver or accept for the duration and to the extent of the disturbance. If, as a result of the disturbance, delivery and/or acceptance is delayed by more than eight weeks, both parties are entitled to withdraw from the contract.

2. Delivery is subject to the possibility of delivery on the part of Seller. If delivery is not fully impossible due to no fault of Seller, Seller is freed of its duty to deliver. If delivery is partially impossible, Seller is entitled to distribute the available quantity of goods amongst its customers, taking account of the respective order quantities to the best of its knowledge and abilities. Apart from this it is freed of its duty to deliver. Seller is obliged to inform Buyer immediately about the non-availability and to immediately reimburse any counter-performance made by Buyer for the non-available goods.

VII. Shipment

1. Buyer allows Seller the choice of type of shipment and of the carrier. Unless some other agreement is reached, the transport is undertaken at Buyer's risk. Where in doubt, agreed delivery clauses will be interpreted in keeping with INCOTERMS 2010 of the International Chamber of Commerce.
2. Hired packaging (e.g. transport boxes, pallets) known to Buyer to be such must be properly treated by Buyer, must not be used for any other purposes, and must be returned to Seller as soon as possible in a clean and undamaged condition.

VIII. Retention of Ownership

1. The goods first pass into Buyer's ownership when Buyer has fully satisfied its commitments arising from the business relationship with Seller, including secondary claims, claims to compensation and cashing of cheques and bills of exchange. This reservation of ownership applies even if individual claims of Seller have been included in a current invoice and the balance has been calculated and is recognized.
2. Seller is entitled, without granting an extension and without withdrawing from the contract, to demand that Buyer relinquish the goods sold subject to retention of ownership if Buyer defaults on fulfilment of its obligations vis-à-vis Seller. The collection of the goods sold subject to retention of ownership only represents withdrawal from the contract if this is explicitly stated by Seller in writing.
3. In the event that the goods sold subject to retention of ownership have been processed, Buyer is held to have acted on behalf of Seller, without any entitlements against Seller being due for the processing. Seller's retained ownership extends to the products resulting from the processing. If the goods sold subject to retention of ownership are processed together with goods owned by a third party, or if the goods sold subject to retention of ownership are mixed or combined with goods owned by a third party, Seller is held to acquire joint ownership of the resulting products proportionate to the value of the goods sold subject to retention of ownership as compared to the value of the goods owned by the third party. If the combination or mixing takes place with a main product of Buyer, Buyer already assigns its ownership of the new product to Seller and assumes responsibility for the safekeeping of this product on behalf of Seller free of charge and in keeping with the following regulation.
4. Buyer is obliged to keep the goods sold subject to retention of ownership on behalf of Seller, to maintain and to repair these at its own cost, and to insure them at its own cost against loss and damage to the extent that this may be reasonably expected of a prudent businessman. Buyer hereby assigns its entitlements arising from the insurance contracts to Seller in advance.
5. As long as Buyer properly satisfies its commitments vis-à-vis Seller it is entitled, in the course of orderly business activities, to dispose of the goods sold subject to retention of ownership. This does not apply, however, if and to the extent that an agreement on prohibition of assignment has been reached between Buyer and its customers. Buyer is not entitled to pledge the goods, to use them as security or to otherwise encumber them. In the event of further sale, Buyer must make the transfer of ownership subject to full payment of the goods by its customers.
6. For purposes of securing all entitlements of Seller against Buyer arising from the business relationship, Buyer hereby assigns to Seller in advance all entitlements associated with a further sale of the goods sold subject to retention of ownership, together with all subsidiary or ancillary rights and securing rights, including bills of exchange and cheques. If goods sold subject to retention of ownership are sold together with other items for an overall price, the assignment is limited to the proportionate sum of Seller's invoice for the goods sold subject to retention of ownership thereby resold. If goods for which Seller has co-ownership in accordance with point 3 above have been sold, the assignment is limited to that part of the claim corresponding to the value of Seller's co-ownership. If Buyer, against payment, makes use of the goods sold subject to retention of ownership for purposes of refinement of property owned by a third party, it must hereby assign to Seller in advance, for the above-mentioned purpose of securing the goods, its entitlement to payment against the third party. As long as Buyer satisfies its payment commitments in good time, it is entitled to collect the receivables from further sale or from refinement itself. It is not entitled to pledge the goods or to otherwise assign them.
7. If Seller sees the realization of its claims as being endangered, Buyer must, upon request, inform its customers as to the assignment and must provide Seller with all necessary information and documents. In the

event of attachment by a third party against the goods sold subject to retention of ownership and assigned claims, Buyer must notify Seller of this immediately.

8. If the value of the security due to Seller exceeds the value of the claims of Seller against Buyer by more than 20 %, Seller is obliged to this extent to release security at the request of Buyer. The choice of which security to release is to be made by Seller.

IX. Printed goods

1. Seller is not liable for ensuring that all of the relevant provisions relating to marking and handling of the goods in Buyer's branch are observed or that the discharging of orders in accordance with Buyer's wishes and information do not violate the rights of a third party. The following of Buyer's wishes and information is undertaken without any duty to check. If a third party seeks to enforce violation of intellectual property rights against Seller due to the discharging of the order, Buyer must free Seller of these claims and must bear all of the associated costs.
2. The submissions made by Buyer as ready for print, or confirmed as such, are determinative for the print execution. Minor deviations that are customary to the branch (even registration deviations) are permissible.
3. Drafts prepared by Seller or other print documents and tools remain Seller's property and may only be used in commercial dealings with Seller, even in the standard case of cost-sharing by Buyer.
4. Seller is liable for print documents and tools provided to it only to the value of the sum that would have been incurred in the preparation by Seller.
5. Seller retains master drawings as well as matrices and sleeves in its possession for at least two years after their last use. Rotogravure cylinders can be disposed of 12 months after their last use.

X. Compensation

1. Claims to compensation of Buyer - of a non-contractual sort - are excluded in the event of slightly negligent violation of obligations on the part of Seller, the senior employees or other executing aides of Seller, unless the violation relates to an obligation of significant importance to the achievement of the purpose of the contract.
2. Moreover, Seller is only liable for contract-typical damage that is foreseeable in the context of contracts of the type in question.
3. The above limitations do not apply to damage arising from injury to life, limb or health. Compulsory, statutory liability regulations such as liability in cases of deceit or malintent, as arising from the acceptance of a guarantee or in keeping with the Product Liability Act, remain unaffected.

XI. Characteristic Properties and Notification of Defects

1. Production-related quantity deviations of up to 10 % due to technical factors, rejects and waste customary to the branch and the utilization of technically unavoidable quality tolerances are permissible. Characteristic properties of the goods are only those that are described as characteristic properties in Seller's product descriptions, specifications and characterizations. Public statements, recommendations and advertising present no details on the characteristic properties of the purchase item.
2. Notification of defects must be made in writing, giving details as to the reason, the test material being objected to being sent at the same time, and the original CaseTech label. These must be declared to Seller immediately, and no later than 14 days after the arrival of the goods, or in the event of sea-freight delivery within 30 days of arrival in the port, compliance with these deadlines being determined by the time of delivery of the declaration.
3. In the case of hidden defects the written complaint must be sent immediately after discovery of the defect, and no later than a year after the arrival of the goods, the periods of limitation remaining unaffected. The onus of proof that the defect was a hidden defect lies with Buyer.
4. Seller retains the right to inspect and to check, even under everyday working conditions.
5. Goods objected to may only be returned if Seller has explicitly consented to this.

XII. Rights of the Buyer in Cases of Defect

1. Claims of Buyer based on defects are limited to the right to subsequent performance. If attempted subsequent performance by Seller fails or is refused, Buyer can opt – within the framework of the statutory regulations - to reduce the purchase price or to withdraw from the contract. Claims to compensation in keeping with point X remain unaffected by this. Claims of Buyer based on the necessary expenses incurred in the course of subsequent performance, particularly transportation costs, toll charges, labour costs and material costs are excluded if the expenditure is increased because the subject matter of the delivery subsequently has to be brought to another place than the subsidiary of the party ordering, unless such shipment corresponds to its intended use.
2. In the event of warranty based on recourse by Buyer, after the latter has been forced to render performance in accordance with the provisions of consumer-goods purchases, recourse entitlements based on the provisions governing consumer-goods purchases will remain unaffected. Point X applies to claims compensation.

3. Buyer is obliged to inform the Seller immediately of any knowledge it has of cases of redress arising within the delivery chain. Statutory rights of recourse of Buyer against Seller only exist if Buyer has reached no agreement with its customer as to defect claims exceeding the statutory notification of defects.
4. The agreement of a guarantee requires the written form. A guarantee declaration is only effective if it adequately describes the content of the guarantee, as well as the period and the spatial area of application of the guarantee protection.

XIII. Period of Limitation

In terms of section § 438, paragraph 1, no. 2 of BGB [German Civil Code] claims based on defects are subject to a limitation period of two years, in other cases of one year, as from the commencement of the statutory period of limitations. This does not apply to liability arising from acceptance of a guarantee, to deliberate or grossly negligent behaviour, to injury to life, limb or health, to violation of essential contractual obligations (i.e. obligations of significant importance for the achievement of the purpose of the contract), liability in keeping with the Product Liability Act and in keeping with the regulations relating to the purchase of consumer goods.

XIV. Technical Advice, Utilization and Processing

Technical advice on applications provided by Seller verbally, in writing and by testing is given to the best of Sellers knowledge, but as a non-binding tip, even with respect to any intellectual property rights of a third party, and does not release Buyer from its own obligation to check the products delivered by Seller for their suitability for the intended processes and purposes. Application, utilization and processing of the products take place beyond Seller's sphere of control and therefore lie solely in the area of responsibility of Buyer.

XVI. Trademarks

1. It is impermissible to offer or to deliver substitute products, instead of Seller's products, with mention made to the latter, or to associate these with Seller's product designations in price lists or similar business papers, whether these are protected or not, using the word "substitute", or designations of replacement products.
2. It is furthermore impermissible, in using Seller's products for production purposes or for further processing, to use Seller's product designations, particularly its trademarks on such goods or their packagings or on related printed or advertising material, particularly as component details, without having obtained Seller's prior consent. The delivery of products under a trademark is not to be taken as approval for the use of this trademark for the products thereby manufactured.

XVII. Applicable Law

German law applies to the exclusion of the remission regulations of international private law. The uniform law on the international purchase of moveable assets based on the Hague Convention of 01.07.1964 and the UN Sales Law of 11.04.1980 are inapplicable.

XVIII. Place of Performance and Place of Jurisdiction; Effectiveness Clause

The place of performance for delivery and for payment is Walsrode. The place of jurisdiction for both parties is Verden/Aller, in as much as Buyer is a businessman in the sense of the commercial code. Seller is entitled to enforce its claims in the court of jurisdiction at the place in which Buyer has its registered address, or one of its branches or subsidiaries.

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