

General Terms and Conditions of Sale.

1. Preamble

These General Terms and Conditions shall apply to all deliveries from Innowo Print AG. (hereinafter referred to as "the Seller") and shall be binding on the parties, thus superseding all agreements and customs contrary to these Conditions, including any such drafted and provided by the Customer, unless otherwise stated by any specific written agreement or by the order confirmation forwarded by the Seller.

By accepting the transaction under this Contract the Customer thereby accepts these General Terms and Conditions for any future transactions

2. Choice of Law and Venue

These General Terms and Conditions shall be construed in compliance with German law.

The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

In the event of any dispute arising between the parties concerning a delivery or the contents of a contract, an amicable settlement shall be attempted, failing which the parties agree to submit the dispute to the Commercial Court following the rules of German law. The local jurisdiction of the court is based on the seat of the Seller.

3. Order Confirmation and Cancellation

When submitted to Seller, an order is binding. Upon Seller's written confirmation of the order, a final agreement on sale and delivery of goods has been entered into.

It is a prerequisite that the Customer is able to pay for delivered products. In the event that after entering into the agreement unforeseen difficulties arise, unsatisfactory credit information about the Customer is obtained, or there is reason to suspect the Customer for not being able to fulfil his obligations (including but not limited to any default of payment, suspension of payment, insolvency or bankruptcy proceedings), the Seller shall have the right to annul deliveries under the contract. Alternatively, the Seller shall have the right to demand provision of a fully adequate bank guarantee.

The Customer is liable for compensation of any loss suffered by the Seller as a consequence of such annulment.

The Customer's cancellation or withdrawal of the confirmed order can only be accepted with prior written consent from Seller.

4. Terms of Delivery and Transfer of Risk

Any agreed trade term shall be construed in accordance with the ICC INCOTERMS 2010 as specified on the order confirmation.

In the event that products are sold with the stipulation "customs cleared", any deviation from the import duty as of the contract date shall be the responsibility of the Customer.

5. Information and Descriptions

Delivery times and dates and information concerning size, weight and other technical specifications shall be understood as approximations unless otherwise expressly contracted.

6. Delivered Quantities

Ordered quantities may be delivered by the Seller with a deviation of +/-10%. Actual delivered quantities will be specified in the invoice.

7. Prices

All prices are stated in EUR and are exclusive of VAT unless otherwise expressly contracted.

8. Payment

Payment shall be made according to the contract and in the currency stated therein.

The invoiced amount is due for payment according to the stipulated conditions without previous notification. Drafts and cheques are credited subject to the provision that they are honoured on the due date and they do not free the Customer from his duties until the actual amount has been made available to the Seller. Any expense arising out of collection procedures, discounting and stamp duties shall be borne by the Customer.

In the event that payment does not take place on the due date, the Seller is entitled to charge interest as stipulated in the invoice.

The delivered products shall remain the Seller's property until full and final payment has been effected.

9. Delays

In the event of any delay on the part of the Seller, the Customer shall be entitled to claim reasonable, direct damages for delayed delivery to the extent the delay exceeds 14 days ("Grace Period") and provided that it is proved that the delay was caused through the fault of Seller and, furthermore, that the Customer suffered damage as a consequence of the delay. The Seller shall have no further liability in respect to any such delay (whether in contract, tort or otherwise).

All claims of the Customer arising from or in connection with any delays not exceeding the Grace Period shall be excluded.

The maximum amount of damages attributable to delayed delivery shall in no event exceed 5% of the invoiced value, exclusive of VAT, of the belated deliveries.

10. Defects

Transport damage and visible damage to the products shall be reported by e-mail immediately upon receipt of the products. Defective products and non-visible damage to delivered products shall be reported by the same means immediately upon recognition of the defect. In case the product delivered has been used in production during which normal practice was not observed, such article is not considered to be defective.

In the event of a justified complaint of defects, the Seller shall supply replacement products as soon as reasonably practicable after being notified of any such non-compliance at no additional cost to the Customer. If Seller successfully performs said

replacement services, Seller shall have no further liability in respect to any such non-compliance (whether in contract, tort or otherwise).

The Customer shall bear the sole responsibility for the correct application of the Seller's products and shall himself ensure that the product is appropriate for the intended purpose.

All material, whether written, audio-visual, photographic, or otherwise, describing the practical application of the Seller's products, is based on current experience gained in specific application situations. The Seller shall assume no responsibility for defects in such material.

11. Use into Medical Devices or Applications

The Seller does not support the use of its printed material into medical devices or applications, and any use of the Seller's nonwovens in medical devices or applications is not intended. The Customer shall bear the sole responsibility for the correct application of the Seller's products and shall himself ensure that the product is appropriate for the intended purpose.

This shall apply, notwithstanding the Seller is aware that the products sold can be used by the Customer into medical devices or applications.

The Customer shall indemnify the Seller for any claims from third parties as a result of the use of the Seller's nonwoven hygienic products into medical devices or applications. The Customer shall take out an insurance policy also covering any such claims being raised against the Seller as commodity supplier of products being part of medical devices or applications.

The Customer shall at any time supply the Seller with documentation of any such insurance policy by means of an insurance certificate.

12. Limitation of Liability

The Seller shall in no circumstances be liable whether in contract (including for negligence or breach of statutory duty, howsoever arising), misinterpretation (whether innocent or negligent), restitution or otherwise for:

- (a) Any loss (whether direct or indirect) of profits, savings, business, business opportunities, revenue, turnover, reputation or goodwill;
- (b) any loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or
- (c) any indirect or consequential loss or liability.

The Seller's maximum aggregate liability to the Customer (and Customer Group) for all loss, damages and expense arising over a twelve-month period shall be limited as follows:

- (a) EUR 5 million in respect of losses and damages which are fully covered by and recoverable under the Seller's product liability insurance;
- (b) EUR 500,000 in respect of losses and damages which are fully covered by and recoverable under the Seller's product recall liability insurance; and
- (c) to the extent that any such losses and damages are not fully covered by and recoverable under either such insurance to a sum equal to the amount of fees paid to the Seller by the Customer under this Agreement (net of value added tax) during the twelve-month period immediately preceding the claim less the Seller's direct costs incurred in generating the same.

The Customer is responsible for making its own arrangements to insure any excess loss.

The Seller shall not be obliged to make payment of any sums which it is liable to pay pursuant to the above until the relevant sums have actually been recovered under the insurance policy.

If the Seller is imposed with a liability exceeding the liability described above the Customer shall indemnify the Seller accordingly.

The Seller does not exclude or limit any liability for:

- (a) personal injury (including sickness and death) to the extent that such injury results from the negligence or wilful default of the Seller or its employees;
- (b) fraud or fraudulent misrepresentation

If a third party claims compensation from one of the parties with reference to this provision, the party concerned shall immediately inform the other party thereof.

The Seller and the Customer agree that a legal action may be brought against either of them in a court of law that hears compensation claims arising out of damage which is claimed to be caused by the products. The reciprocal relations between the Customer and the Seller shall always be determined with reference to clauses 1 and 2 of these General Terms and Conditions.

13. Force Majeure

In the event of force majeure - including but not limited to strikes, lock-outs, faults in the production facilities, transport obstacles and delays, missing deliveries from a sub-supplier, and circumstances that render the Seller's delivery impossible or extremely difficult - the Seller shall have the right to postpone the delivery for as long as the impending circumstances persist or to annul the remaining part of the contract.