

## Standard Terms of Sale of Heinz/Sales USA Trading Inc. ("HUS")

### 1. Application of the Terms

The following Terms shall constitute an integral part of all agreements concluded with HUS on the delivery of paper, paper board, pulp and chemicals, including raw and auxiliary products for the paper and pulp industry. Deviating stipulations, in particular such included in Standard Terms used by the customer, even if uncontested, shall only apply upon written consent hereto by HUS. The acceptance of an order by HUS shall under no circumstances be deemed acknowledgement of deviating stipulations. Persons placing an order shall be deemed authorized to accept the Terms and to make reservations hereto for an on behalf of the customer.

Besides these Terms, the General Conditions of Sale recommended by the Confederation of European Paper Industries (CEPI) and the commonly accepted General Trade Rules for Paper and Paper Board or, as the case may be, for Woodpulp shall apply. Upon request by the customer HUS shall make available a copy of those Conditions and Rules.

### 2. Conclusion of contract

A contract shall be deemed concluded final and binding only upon HUS issuing of a written order confirmation. Any information, advice or other particulars disclosed by HUS in the course of initiating a business relation shall only constitute a non-committal suggestion for the customer's orientation, without any obligation on the side of HUS to enter into a particular contract. HUS only warrants for the accuracy of prices and technical data disclosed in formal and written offers.

If in the offers, order confirmations or other correspondence of HUS trade terms are used, the interpretation of same, except otherwise agreed upon, shall be made in accordance with the Incoterms 2010 in its prevailing version.

### 3. Delivery, Packing

Unless otherwise agreed upon, any and all deliveries shall be made ex-works of the suppliers of HUS, not including transport, whereby also all risks for detention, loss or damages of the goods shall pass to the customer.

### 4. Date of Delivery, Delay

Notwithstanding an agreed delivery date, HUS may postpone delivery up to four weeks by written notice to the customer, the same not being entitled to raise claims of any kind whatsoever in respect to such postponement. In the event of a postponement of the delivery beyond the above term, with the exception that such postponement was not caused by grounds of force majeure, the customer may terminate the contract upon giving reasonable notice thereof. Further claims of the customer due to late delivery, in particular, but not limited to, damages, shall be excluded in cases of negligence and otherwise be limited to the net value of the delivery delayed.

If the customer having terminated the contract wishes to enter into a hedge purchase on the contracted goods, the customer, otherwise waiving any and all claims in respect of the previously contracted goods, must allow HUS to submit an offer for such hedge purchase.

### 5. Force Majeure

In particular the following shall be considered as grounds of force majeure 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 contractual obligations of HUS:

War; war risk; insurrection; blockade; requisition; embargo; recruiting 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 or low water at port of dispatch or port of shipment; loss or detention at sea; non-delivery, faulty or delayed delivery by our suppliers of raw material or other commodities for production; any other circumstances beyond the control of HUS.

In the event of a case of force majeure HUS may, at its option, either suspend performance under the contract or immediately or at a later stage cancel the contract. The customer may not raise claims of any kind whatsoever against HUS on the grounds of such suspension or cancellation of the contract. HUS shall without delay notify the customer of the occurrence of a case of force majeure and of its further action in respect to the contract. In the event of a case of force majeure at the side of a supplier of HUS, HUS shall be fully released for its duties of notification towards the customer by forwarding the notifications received from such supplier.

### 6. Prices, Costs

All prices shall exclude VAT and, unless otherwise stated, be denominated in USD. Unless otherwise agreed, any and all imposts, duties, fees, taxes, freight-and insurance costs related to the delivery and the transport of the goods shall exclusively be borne by the customer.

Should there, after the conclusion of the contract, occur a substantial increase of the relevant price-determinants, as for instance of the price for raw materials and auxiliary commodities, wages and other social costs, costs of energy taxes and likewise expenses, on the side of HUS or on that of the suppliers of HUS, HUS shall be entitled to adjust the prices accordingly for such deliveries which are to be made later than four weeks after conclusion of the contract.

### 7. Payments, Retention of Title

All invoices shall be payable according to the agreed payment terms, else immediately upon receipt of the invoice, free of charge with the bank account of HUS. In the event

payment has been agreed by documentary letter of credit, beside the terms of the order confirmation the "Uniform Rules and Customs for Documentary Letters of Credit", Revision 2007, ICC-Publication no. 600, in the prevailing version shall apply. In the event of delayed payment, without prejudice to further claims, HUS shall be entitled to charge interest in the amount of 4 points above the prevailing discount rate of the U.S. Federal Reserve Bank or above the rate replacing such interest rate. Same HUS shall be entitled to employ a debt collecting office and instruct counsel, the costs thereof being borne by the customer.

Should the customer be put under adjudication or any other insolvency proceedings, HUS may call all its claims immediately due and in addition cancel all contracts not or not fully completed either in parts or entirely.

Goods delivered shall remain the free property of HUS until full settlement of the respective claims of HUS. The customer shall be entitled to resell the goods, treated or untreated or as part of other goods, within its regular course of business, but may not pledge or otherwise offer the goods as a security. The customer, however, as a security now and therewith transfers to HUS any and all claims and security rights which he may or may have obtained towards his buyers and shall disclose his assignment in his accounts. HUS accepts this assignment. If the customer is selling the goods on credit basis he shall secure the rights of HUS in an appropriate way. In the case of delayed payment, the customer upon the demand of HUS shall disclose to HUS his buyers, whereas HUS shall be entitled to notify the assignment to said buyers. If the delivered property rights of HUS shall comprise the processed or combined goods proportional to the invoicing value of the delivered goods in relation to the value of the processed respectively combined goods.

Unless otherwise agreed, the customer may neither withhold payments on grounds of warranties or any claims whatsoever, nor request a retainer or compensate such claims with debts towards HUS.

### 8. Warranties

Warranty shall be given by HUS for a period of six months, such period, unless otherwise agreed, commencing as of the date the risk of the goods passes to the customer in accordance with Clause 3. It shall be the responsibility of the customer to check the goods immediately upon delivery and to notify HUS of any defects in respect to quality or quantity, which the customer discovered, or which may reasonably be discovered: such notifications must comprise a detailed description of the defects. The customer may neither process nor otherwise dispose of the goods reported defective unless he has received written permission from HUS to do so. Defects, which could not have been reasonably discovered at delivery, must be notified to HUS immediately upon discovery, but no later than by the end of the term of warranty, observing the above principles of notification. A violation of the above duties on checking of the goods and notifying of defects shall exonerate HUS from any warranty in respect to those defects which were discoverable and notifiable if such violation had not occurred. The warranty from HUS shall be limited to the improvement of defective goods or the delivery of missing goods. The customer shall not be entitled to rescind the contract or request a price reduction.

HUS does not warrant for the compliance of the goods with particular requirements of the customer or of his buyers unless such requirements were explicitly stated in the order and confirmed by HUS. Damages to persons, equipment and other property (in particular, but not limited to, damages caused by interruption of production) shall be excluded if caused by negligence and otherwise be limited to the net value of the delivered goods. HUS shall not be liable for damages in cases where it is relieved from warranty. The limitation of warranties shall apply for goods as well as for packing. Unless otherwise agreed, HUS shall not be liable for any damages caused by negligence. In addition, claims for damages shall be limited to the net value of the delivered goods.

### 9. Product Liability

Damages to property, caused by a defective product, which the customer suffers as a merchant, shall be excluded. Indemnities in respect to a defective product may not be requested in cases of negligence. The customer, otherwise being liable for any damages, shall be obliged to agree to this exoneration accordingly with his customers. The limitation of our product liability shall apply on goods as well as on packing.

### 10. Place of Delivery, Applicable Law, Arbitration

Any and all present and future obligations related to contracts with the customer shall be fulfilled at the place of business of HUS in New York / USA, where all court proceedings shall be instituted. All contracts with the customer, including all claims arising in connection herewith, shall exclusively be governed by, and construed in accordance with, the Law of the United States of America. The rules of the United Nations Treaty on the International Purchase of Goods shall not apply.

All disputes arising in connection with the present and future contracts with the customer shall be referred to the Commercial Division, New York State Supreme Court, save that HUS shall be entitled to institute legal proceedings also with the competent courts at any of the customers' places of business.

At the option of HUS all disputes arising in connection with the present or future contracts with the customer 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 these Rules. The arbitration shall be conducted in English language: the place of arbitration shall be New York.