

SPECIAL TERMS OF SALE AND DELIVERY FOR BLANKET ORDERS

of HCM packaging&solutions GmbH

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1. General

Blanket orders are governed by the present special terms of sale and delivery, hereinafter referred to as blanket TOS, as supplemented by the general terms of sale and delivery of HCM (TOS), whereby the blanket TOS shall take precedence over the general TOS.

2. Definition of blanket orders

A blanket order is every agreement concluded between HCM and the customer concerning the production of a total amount of one or more products which, within a predefined time period, is to be ordered by the customer in segments.

3. Production

HCM is entitled to produce the entire amount as agreed on in the blanket order in advance, however the customer is obligated to purchase the entire agreed amount as agreed on in the blanket order, including in the event where production-related circumstances have led to surpluses or shortages.

In the event that HCM does not exercise its right to produce the entire amount in advance, orders must – in the absence of any other specific agreement – be placed at least four weeks before the desired delivery date in order to provide HCM with the required production time.

4. Orders

The delivery of products shall proceed following the placement of corresponding orders by the customer, which are to be issued in writing.

Failing any other agreement, the orders shall be placed in equal intervals throughout the total duration of the blanket order, i.e. every month an aliquot amount from the total amount divided by the number of months of the contract duration.

Orders that are up to 20% smaller are possible, provided that the smaller amount shall be compensated by accordingly higher orders in the following months.

If this compensation does not occur, HCM is entitled to

- a) invoice the unordered (partial) amount and, from the first day of the month in which the acceptance in accordance with the second paragraph of this section should have occurred, for this amount charge storage costs pursuant to section 10 of the TOS.
- b) as an alternative to point a), sell the unordered (partial) amount, whereby the customer is liable for any differential damages, loss of profits and additional expenditures on the part of HCM.
- c) Section 15 of the TOS expressly applies to complaints, subject to the condition that the time limit for observance of the duty to give notice of a defect already starts with the placement of the first order.

5. Storage

HCM is entitled to store the products with a freight company or another commercial storage company of its choosing. HCM is – except for any fault relating to the selection of the storage agent – not liable for any storage risk.

Insofar as the rules of section 4 above in conjunction with section 10 of the TOS do not apply, the storage costs shall be included in the delivery price.

It is upon the customer to conclude any insurances for the stored products.

6. TOS

In addition, the provisions of the TOS shall apply.