1. WEIGHT (MASS) Unless otherwise stated, the word tons or ton (also when abbreviated to t) shall mean 1,000 kilograms.

2. QUANTITY, DELIVERED

The delivered quantity is expressed in unit and weight, which is determined at the time when the goods are manufactured and packed. The weighing of the delivered goods is to be made by the buyer. Where the goods are unpacked for checking the weight determined before the goods are re-packed, reweighed and counted before any document is issued by the seller. In case of an error in weighing, the weight determined at the time of manufacture and packing is to be considered as valid. In case of loss or damage to the goods whilst in transit the weight determined at the time of manufacture and packing is to be considered as the weight. Where in the case of a delivered quantity of sheets the actual quantity delivered shall be based on the weight of the sheets and not on their apparent dimensions measured. The weight determined at the time of manufacture and packing is to be considered. Where the buyer will have to check the delivered quantity, the average grammage of the sheets delivered shall be determined in each lot delivered, the average grammage of the sheets delivered in each lot shall be between these limits, and the delivered sheets shall be considered as having been delivered in accordance with the contract. The weight of the sheets delivered shall be considered as having been delivered in accordance with clause 5 below, in the event of deviations in grammage or in case where the tolerances stated in clauses 5 and 6 below are exceeded.

3. QUANTITY, TOLERANCES

An order for paper or paperboard outside the normal stock range of the seller shall be deemed to have been fulfilled in accordance with the contract if the seller delivers the goods of the quantity that the buyer does not dispute the contract quantity by more than the tolerances stipulated below. Where a delivery comprises several units of paper or paperboard of a single kind and of specified characteristics, made by one and the same mill and delivered at one time. (c) As soon as the defect is discovered, but at the latest within thirty (30) days in the event of the defect relating to grammage, size, colour, cleanliness, strength or other features that can be determined through the checking of samples and (d) as soon as the defect is discovered, but at the latest within thirty (30) months in the event that it has not been possible to find the defect through visual inspection or to determine it through the taking of samples.

A. For grammages up to and including 180g/m² (with the exception stated in C below)

B. For grammages over 180g/m² (with the exception stated in C below)

For grammages over 180g/m² the seller shall be entitled to deliver goods with weights falling within ±3% of the ordered quantity, but the buyer shall have the right to cancel the contract if the delivered amount exceeds ±5% of the ordered quantity. Where the goods are delivered in several units of paper or paperboard of a single kind and of specified characteristics, made by one and the same mill and delivered at one time.

4. QUANTITY, CLAIMS

Claims arising from the seller delivering to the buyer a quantity of goods less or more than he contracted for must be notified by the buyer to the seller within seven (7) days of the buyer receiving any document notifying the weight of the goods delivered. In the event of any shortage deemed to have occurred in transit, the buyer shall retain the right to inspect the goods, in the interests of the two contracting parties, duly notify the carrier.

5. QUALITY, GRAMMAGE TOLERANCES

(a) Interpretation of terms

(b) Tolerances for different kinds of paper

(c) When giving notice of claim the buyer must identify the goods clearly and state fully the facts on which his claim is based and he shall have the right to cancel the contract if the delivered amount exceeds ±5% of the ordered quantity. Where the goods are delivered in several units of paper or paperboard of a single kind and of specified characteristics, made by one and the same mill and delivered at one time.

6. QUALITY: SIZE OF SHEETS AND WIDTH OF ROLLS, TOLERANCES

(a) The weight of a roll of paper and paperboard shall be deemed to have been completed in accordance with the contract if delivered weights in the case of rolls, the width and length of the roll and in the case of rolls, the weight of the paper or paperboard shall differ from the contracted weights by no more than stipulated below.

(b) Where a delivery comprises several units of paper or paperboard of a single kind and of specified characteristics, made by one and the same mill and delivered at one time.

7. QUALITY, CLAIMS

(a) Claims regarding the possibility of the buyer to check the quality of delivered goods before their processing. If the quality is not to be accompanied with the quality contractually defined by the buyer, he is free to reject the goods. Where the buyer does not approve to processing unless he has received permission to do so from the seller by writing or by telecommunication. If the buyer has the right to cancel the defect in the goods during processing, he shall immediately give notice of such defect by telecommunication to the seller.

(b) A claim for a defect in quality that is of such a nature, that it can be ascertained from the documents delivered with the goods or the quality of the delivered goods is to be ascertained by the quality control officer of the buyer or, if the buyer does not approve to processing unless he has received permission to do so from the seller by writing or by telecommunication. If the buyer has the right to cancel the defect in the goods during processing, he shall immediately give notice of such defect by telecommunication to the seller.

(c) Claims in respect of other defects of quality shall be made by the buyer:

(i) Immediately, if the defect can be ascertained upon visual inspection of the goods or the delivery.

(ii) As soon as the defect is discovered, but at the latest within thirty (30) days in the event of the defect relating to grammage, size, colour, cleanliness, strength or other features that can be determined through the checking of samples and (d) as soon as the defect is discovered, but at the latest within thirty (30) months in the event that it has not been possible to find the defect through visual inspection or to determine it through the taking of samples.

GENERAL TRADE RULES FOR SALES OF PAPER AND PAPERBOARD

1. WEIGHT (MASS) Unless otherwise stated, the word tons or ton (also when abbreviated to t) shall mean 1,000 kilograms.

2. QUANTITY, DELIVERED

The delivered quantity is expressed in unit and weight, which is determined at the time when the goods are manufactured and packed. Where in the case of a delivered quantity of sheets the actual quantity delivered shall be based on the weight of the sheets and not on their apparent dimensions measured. The weight determined at the time of manufacture and packing is to be considered as the weight. Where the buyer will have to check the delivered quantity, the average grammage of the sheets delivered shall be determined in each lot delivered, the average grammage of the sheets delivered in each lot shall be between these limits, and the delivered sheets shall be considered as having been delivered in accordance with the contract. The weight of the sheets delivered shall be considered as having been delivered in accordance with clause 5 below, in the event of deviations in grammage or in case where the tolerances stated in clauses 5 and 6 below are exceeded.

3. QUANTITY, TOLERANCES

An order for paper or paperboard outside the normal stock range of the seller shall be deemed to have been fulfilled in accordance with the contract if the seller delivers the goods of the quantity that the buyer does not dispute the contract quantity by more than the tolerances stipulated below. Where a delivery comprises several units of paper or paperboard of a single kind and of specified characteristics, made by one and the same mill and delivered at one time. (c) As soon as the defect is discovered, but at the latest within thirty (30) days in the event of the defect relating to grammage, size, colour, cleanliness, strength or other features that can be determined through the checking of samples and (d) as soon as the defect is discovered, but at the latest within thirty (30) months in the event that it has not been possible to find the defect through visual inspection or to determine it through the taking of samples.

A. For grammages up to and including 180g/m² (with the exception stated in C below)

B. For grammages over 180g/m² (with the exception stated in C below)

For grammages over 180g/m² the seller shall be entitled to deliver goods with weights falling within ±3% of the ordered quantity, but the buyer shall have the right to cancel the contract if the delivered amount exceeds ±5% of the ordered quantity. Where the goods are delivered in several units of paper or paperboard of a single kind and of specified characteristics, made by one and the same mill and delivered at one time.

4. QUANTITY, CLAIMS

Claims arising from the seller delivering to the buyer a quantity of goods less or more than he contracted for must be notified by the buyer to the seller within seven (7) days of the buyer receiving any document notifying the weight of the goods delivered. In the event of any shortage deemed to have occurred in transit, the buyer shall retain the right to inspect the goods, in the interests of the two contracting parties, duly notify the carrier.

5. QUALITY, GRAMMAGE TOLERANCES

(a) Interpretation of terms

(b) Tolerances for different kinds of paper

(c) When giving notice of claim the buyer must identify the goods clearly and state fully the facts on which his claim is based and he shall have the right to cancel the contract if the delivered amount exceeds ±5% of the ordered quantity. Where the goods are delivered in several units of paper or paperboard of a single kind and of specified characteristics, made by one and the same mill and delivered at one time.

6. QUALITY: SIZE OF SHEETS AND WIDTH OF ROLLS, TOLERANCES

(a) The weight of a roll of paper and paperboard shall be deemed to have been completed in accordance with the contract if delivered weights in the case of rolls, the width and length of the roll and in the case of rolls, the weight of the paper or paperboard shall differ from the contracted weights by no more than stipulated below.

(b) Where a delivery comprises several units of paper or paperboard of a single kind and of specified characteristics, made by one and the same mill and delivered at one time.

7. QUALITY, CLAIMS

(a) Claims regarding the possibility of the buyer to check the quality of delivered goods before their processing. If the quality is not to be accompanied with the quality contractually defined by the buyer, he is free to reject the goods. Where the buyer does not approve to processing unless he has received permission to do so from the seller by writing or by telecommunication. If the buyer has the right to cancel the defect in the goods during processing, he shall immediately give notice of such defect by telecommunication to the seller.

(b) A claim for a defect in quality that is of such a nature, that it can be ascertained from the documents delivered with the goods or the quality of the delivered goods is to be ascertained by the quality control officer of the buyer or, if the buyer does not approve to processing unless he has received permission to do so from the seller by writing or by telecommunication. If the buyer has the right to cancel the defect in the goods during processing, he shall immediately give notice of such defect by telecommunication to the seller.

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(i) Immediately, if the defect can be ascertained upon visual inspection of the goods or the delivery.

(ii) As soon as the defect is discovered, but at the latest within thirty (30) days in the event of the defect relating to grammage, size, colour, cleanliness, strength or other features that can be determined through the checking of samples and (d) as soon as the defect is discovered, but at the latest within thirty (30) months in the event that it has not been possible to find the defect through visual inspection or to determine it through the taking of samples.