# GENERAL CONDITIONS OF SALE

of the Association of Dutch Paper and Board Manufacturers

Deposited at the Registry of the Haarlem District Court on December 15 1992



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Association of the Dutch Paper and Board Manufacturers P.O. Box 3009 2001 DA Haarlem



### GENERAL OBSERVATIONS

### ARTICLE 1 - APPLICABILITY

- 1.1 All offers of, agreements with and deliveries made by seller are exclusively subject to these conditions.
- 1.2 Deviating and/or additional provisions can only be invoked by purchaser if and when they have been accepted in writing by purchaser. In that case the deviation from these conditions shall only be applicable to the transaction concerned.
- 1.3 Applicability of purchaser's purchasing conditions is denied. These purchasing conditions can never bind seller, unless the contrary is agreed upon in writing.
- 1.4 Purchaser, with whom a contract has been entered into before under these conditions, agrees to the applicability of these conditions in subsequent agreements between said purchaser and seller.

### ARTICLE 2 - OFFERS AND AGREEMENTS

- 2.1 All seller's offers are free of obligations, unless otherwise agreed upon in writing.
- Orders and acceptations of offers by purchaser are deemed to be offers to seller and are irrevocable.
- 2.3 Seller is only bound after and if and when he accepts and order from purchaser in writing, or after having started with the execution thereof.
- Orders of purchaser for delivery of paper or board, to be manufactured or to be removed from the warehouse, must clearly and completely state the following:
  - a. Reference to an offer (correspondence, visit, price lists, etc.);
  - b. Amount:
  - c. Quality, by referring to a type, brand or sample submitted or any other required indication, such as for example grain or machine direction of the board or paper;

d. For the reels: - reel width

reel diameter

- inside diameter of the centre/cartridge/tube

- gramme weight (g/m2) or thickness (in microns)

For sheets: -

- sizes

- grain direction; if relevant

- gramme weight (g/m2) or thickness (in microns)

- e. Presentation and packaging
- f. Delivery time, destination and forwarding method; and
- g. Agreed price
- h. Payment
- 2.5 Insofar as the purchaser has not specified the products he wishes to obtain by indicating the amount, quality, size, weight, form or presentation as referred to under 2.4, the risk of wrong delivery shall be borne by purchaser.

# ARTICLE 3 - SIZE AND GRAIN DIRECTION

### 3.1 **Size**

The size of the paper or board is determined by two sizes, length and width, the smaller size being mentioned first. In respect of folding boxboard and solid board, the smaller size shall, however, be stated first when it concerns long grain board and the larger size is to be stated first when it concerns shortgrain board.

### 3.2 **Grain Direction**

The grain or machine direction of paper or board, refers to the direction that coincides with the direction of the pulp flow on the paper machine. The cross direction is the direction of the paper or board crosswise to the machine direction.

Should a certain grain direction be required, it should be stated both on the order and on the order confirmation. The grain direction should be clearly indicated on the reams, bales and pallets.

### ARTICLE 4 - DELIVERY AND DELIVERY TIME

- 4.1 All deliveries are carried out ex mill, unless otherwise agreed.
- 4.2 Should the seller have assumed packaging, loading, transport, unloading, insurance and any other services, without having agreed upon a price in writing, he shall be entitled to charge the purchaser for the real costs and/or the fees customarily charged by seller.

- 4.3 The delivery time shall commence when the seller has accepted purchaser's order or has started executing the order.
- 4.4 All the delivery times stated by seller shall be approximate times. Expiry of these times does not entitle purchaser to additional or substituting indemnity or non-compliance with any obligation ensuing from the agreement. Purchaser is not entitled to rescind or terminate the agreement, unless the seller has not delivered the products within a reasonable period of time, to be determined by purchaser, after aforementioned expiry of the delivery time.
- 4.4 The products delivered by seller, if they are delivered ex mill, are deemed to have been delivered as soon as they have left the warehouse or plant of seller or third parties contracted by seller, for transport to or for purchaser and, when concerning free of charge deliveries, when they arrive at the address stated by purchaser.
- 4.5 The purchaser is to take the products as soon as they are offered by seller. Should purchaser fail to do so, seller can store the products at the expense and risk of purchaser. Seller can furthermore, demand payment as if the delivery would have taken place.
- 4.7 Should the purchaser not accept the products delivered, that fulfill the conditions agreed upon, the seller is entitled, after a period of two weeks, to rescind the agreement by means of a written statement, whereas the purchaser will be obligated to compensate the seller for damages incurred.
- 4.8 The provisions of Incoterms, in force when the seller and purchaser enter into an agreement, are applicable insofar as they do not deviate from the General Conditions.

### ARTICLE 5 - ASSIGNMENT OF RISK AND OWNERSHIP

- The purchaser bears the risk of the products to be delivered from the moment they leave seller's plant, depot or warehouse.
- The products delivered and yet to be delivered by seller shall remain his property until the moment of complete payment of all the monies due, including damages, costs and interest, by virtue of present agreement or any similar agreement for the delivery of products.
- The purchaser is permitted, in the context of normal management, to process and/or sell the products under reservation of ownership.

  Purchaser is obligated to insure the products that are in his possession under reservation of ownership, at his expense against loss,damage, fire and theft. In the case of garnishment of these products that are with seller under reservation of ownership, purchaser is obligated to immediately inform seller thereof.

### ARTICLE 6 - NON ACCOUNTABLE DEFAULT (FORCE MAJEURE)

- 6.1 Force majeure exists, if the execution of the agreement is completely or partially, temporarily or permanently, hindered by circumstances beyond the will of parties, including risk of war,fire, strikes, occupation of premises, lockouts, road blocks, insurgency, riots, traffic jams and other traffic interruptions, import and export bans, accidents, natural disasters, weather conditions, disturbances in power supply, company disturbances, above average absence rates, delayed supply of raw materials or parts that were ordered on time. In the event of force majeure, parties' obligations are suspended.
- 6.2 Purchaser and seller are obligated to inform eachother mutually in writing of their situation of force majeure. Should a delivery not be able to take place within two weeks after occurrence of force majeure (complete or partial delivery), both parties are entitled to rescind the agreement by means of a written statement, for the part of the agreement that was not executed, without being mutually bound to compensation.
- 6.3 With respect to agreements stipulating that delivery shall be effected in parts, in the case of temporary force majeure, the rescission referred to in the previous paragraph shall only be applicable to the part of the delivery that suffered from the force majeure, and does not affect any future deliveries.
- 6.4 If, in the event of temporary or permanent force majeure, the seller has carried out part of the order, purchaser is bound to take the part of the order that has been effected under the conditions agreed upon.
- 6.5 If parties have agreed that the seller takes care of transport and the seller suffers from a temporary or permanent force majeure that keeps him from transporting products, the products shall be stored and made available to purchaser by seller to the expense and risk of purchaser.
  - The seller must immediately inform the purchaser of the situation that has arisen.

### ARTICLE 7 - INVOICED WEIGHT

# 7.1 Paper and Board\* on reels and in sheets

#### a. On reels

All reels are invoiced according to gross weight (weighed weight), which includes paper, board and the usual packaging paper, centres, plugs and steel banding, but not including any pallets.

### b. In sheets (uncounted)

Paper and board in sheets, uncounted, delivered in parcels or on pallets per gross weight (weighed weight) invoiced, including paper and board as well as the usual packaging paper, not including pallets.

### c. In sheets (counted)

The packaging unit of paper and board in counted sheets is invoiced at nominal weight. This weight equals the product of the actual ordered gramme weight (g/m2) multiplied by the area of the number of sheets.

# 7.2 Overweight and underweight when delivering graphic paper and board, other than graphic solid board.

- a. Both in case of underweight and overweight the actual weight shall be calculated within the permissible limits mentioned in article 15, subject to the exceptions stated below.
- b. If at the time of purchase, the price per ream or per 1000 sheets has been fixed, the provision under 7.1.c. shall be applicable.
- c. When delivering in sheets and calculating in units of weight, the overweight within the permissible limits as referred to in article 15 shall be charged for one-half.

### 7.3 Solid board on reels and in sheets:

Reels of solid board as well as solid board in sheets are invoiced gross for net. The invoiced weight includes the entire packaging such as paper, shrinking foil, centres, plugs, steel banding, pallets, covering sheets and boards, etc. (Observing the stipulations of article 13.I.4).

# ARTICLE 8 - CLAIMS

8.1 If a transporter delivers visibly less than ordered by the purchaser or delivers products with visible damages, the purchaser must make reservations vis a vis the transporter - under penalty of lapsing of rights towards seller - and must immediately inform seller thereof.

<sup>\*</sup> For solid board see article 7.3

- 8.2 Claims regarding defects in the products delivered by seller, that are not immediately visible that can be detected by means of a superficial examination or simple check, must be submitted to seller in writing and at the latest within 5 working days upon receipt by purchaser, in default of which every claim concerning this matter vis a vis seller shall lapse.
- 8.3 Claims concerning defaults or irregularities that can only be detected by means of a thorough examination, by taking samples or by means of normal processing in the machine, must be submitted to seller in writing and immediately after having been discovered and in any case within 6 months upon receipt of the products by purchaser, in default of which any claim concerning this default vis a vis seller shall lapse.
- 8.4 At least 90% of the products related to the claim must always be present for inspection by the seller.
- 8.5 In the case of a claim (further) processing of the products can only take place upon written permission of seller. If the existence of a default has been determined in part of the consignment delivered, this does not entitle purchaser to refuse the entire consignment. Claims do not entitle purchaser to completely or partially suspend payment.
- 8.6 After the periods stated in 8.1, 8.2 and 8.3, purchaser is deemed to have unconditionally accepted the delivery and any claim the purchaser might make regarding these defaults vis a vis seller, shall lapse.
- 8.7 Claims for minor deviations in size, weight, form, presentation, quality and/or reliability of the delivered products, which are deemed permissible or technically difficult to avoid, as indicated in the technical chapter of these conditions, are not admissible.

### ARTICLE 9 - LIABILITY

- 9.1 Seller is never obligated to pay purchaser a substituting or additional indemnity, except if and when the damages incurred were caused by intent or gross fault of seller or his own employees or third parties involved by seller. Save intent of seller himself, liability of seller for commercial, consequential or indirect damages, is excluded. Any liability of seller for damages incurred by purchaser or a third party due to the use and/or storage of products sold and delivered by seller, is excluded.
- 9.2 In all cases in which seller is obligated to indemnify, the indemnity shall never exceed, at his discretion, either the invoice value of the products delivered due to which or through which the damages were caused, or if the damages are covered by seller's insurance, the amount actually paid by the insurance to seller in this matter.

- 9.3 Purchaser shall protect seller, his employees and the assistants involved for the execution of the agreement, from any third party claims concerning seller's execution of the agreement, insofar as these claims exceed or differ from the claims purchaser is entitled to pursue vis a vis seller.
- 9.4 Seller's employees or assistants involved by seller for the execution of the agreement, can invoke all the recourses derived from the agreement vis a vis purchaser, as if they were party to the agreement.
- 9.5 Any amounts due to be paid by seller, except those acknowledged by seller, lapse after 6 months after the amount has become due.

### ARTICLE 10 - PAYMENT AND SECURITY

- 10.1 Unless otherwise agreed upon in writing, seller's place of residence shall be the place of payment. Representatives of seller can only collect the invoiced amounts if they have been authorized thereto in writing.
- The risks and the costs related to any form of payment, shall be borne by the purchaser.In the case of payment by bill of exchange, the costs shall be borne by purchaser.
- 10.3 Should purchaser not settle an amount owed by him in accordance with stipulations stated above, purchaser shall be legally in default, without any notice of default being required. As from the date on which purchaser is in default due to non-payment, all other amounts to be paid by purchaser to seller shall fall due, and the default regarding those claims shall also come into force without any notice of default. Starting from the day the purchaser is in default in paying purchaser, he shall owe seller an interest of 1 1/2% a month or part of a month of the amount owed, during the duration of the default of payment.
- 10.4 Payments received shall first be used to defray the longest outstanding amount due to be paid by purchaser to seller, including interest and costs and subsequently to defray the next longest outstanding amount due until all amounts due are settled by purchaser, including interest and costs.

  All costs, including the extra-legal costs, involved in the collecting of the claim, are to be borne by purchaser.
- 10.5 Purchaser waives any right to balance any mutual debts.
- 10.6 Disputes of any nature do not entitle purchaser to postpone payment.

### ARTICLE 11 - TERMINATION

- 11.1 If purchaser does not timely or properly fulfill one or more of his obligations, is declared bankrupt, applies for (provisional) moratorium of payment, proceeds to winding up of his company, offers and agreement, if his capital is completely or partially seized or if purchaser appears to be insolvent in any other manner, seller shall be entitled to suspend the execution of the agreement or to completely or partially terminate the agreement without previous notice of default by means of a written statement, at his discretion, without prejudice to any right he has or compensation of costs, damages and interest.
- Purchaser is only entitled to termination in the cases referred to in articles 4.4 and 6.2.

### ARTICLE 12 - DISPUTES AND APPLICABLE LAW

- 12.1 All commitments between purchaser and seller are gouverned by Netherlands law. The United Nations Treaty for International Purchasing Agreements Concerning Moveables is not applicable.
- 12.2 Any disputes due to or related to the agreements entered into by seller and purchaser shall be exclusively judged by a competent judge from the district of seller's registered office.

### TECHNICAL CHAPTER

### ARTICLE 13 - PERMITTED TOLERANCES IN THE DELIVERED WEIGHTS

# I. Paper and Board in sheets

The difference between the weight ordered and the weight delivered must be ascertained before delivering an order or part of an order with a same time of delivery and quality (composition of material, colour, surface and other characteristics) and size. The permitted tolerances in ratio to the delivered tonnage ar as follows:

- I.1 Graphic paper and board in sheets, in the customary standard qualities.

  Definition: By the manufacturer's customary qualities shall be understood, those qualities in respect of which the type, gramme weight and size are stated in his price lists, catalogues and other commercial printed matter.
- Graphic paper and board in sheets in the standard qualities, gramme weights and sizes as customary for each manufacturer.

Quantity ordered	Without stipulated maximum or minimum quantity*
over 20 tons 10 to 20 tons incl. 5 to 9 tons incl. 3 to 4 tons incl. less than 3 tons	± 2.5% with a maximum of 1 ton ± 4% ± 5% ± 7% ± 8%

<sup>\*</sup> If only one-way tolerances are permitted, the tolerances stated above are to be doubled..

In respect of the customary qualities sold on standard pallets (concerning prepacked units described by the manufacturer as containing a theoretically fixed number of sheets and which are stated in his catalogues, price lists etc.) there shall be no tolerance between the number of sheets ordered and the number of sheets invoiced. The accuracy of the count, i.e.the possible difference between the number of sheets invoiced and the number of sheets delivered, is discussed in article 14.

I.1.2 Graphic paper and board in sheets in standard qualities and gramme weights as customary for each manufacturer, however not in standard sizes.

Quantity ordered	Without stipulated maximum or minimum quantity*
over 100 tons 50 to 100 tons incl. 20 to 49 tons incl. 10 to 19 tons incl. 5 t/o 9 tons incl. 3 to 4 tons incl. less than 3 tons	to be agreed upon in advance ± 4% ± 6% ± 8% ± 10% ± 15% ± 20%

If only one-way tolerances are permitted, the tolerances stated above are to be doubled.

If the type of paper ordered and the technical requirements allow such, small tolerances can be agreed upon separately.

- I.1.3 Special manufactured (non-standard) graphic paper (i.e. paper with other qualities than stated under I.1.1 and I.1.2).With respect to these types of paper the tolerances agreed upon by seller and purchaser, may not be smaller than those stated under I.1.1 and I.1.2.
- I.2 Board (other than board exclusively for graphic purposes and solid board).

Quantity ordered	Without stipulated maximum or minimum quantity*
over100 tons 50 to 100 tons incl. 20 to 49 tons incl. 10 to 19 tons incl. 5 to 9 tons incl. less than 5 tons	to be agreed upon in advance  ± 5%  ± 10%  ± 12%  ± 15%  upon agreement, but larger tolerances than for deliveries xceeding 5 tons

<sup>\*</sup> If only one-way tolerances are permitted, the tolerances stated above are to be doubled.

# I.3 Wrapping and other paper

Quantity ordered	Without stipulated maximum or minimum quantity*	
over 100 tons 50 to 100 tons incl. 20 to 49 tons incl. 10 to 19 tons incl. 5 to 9 tons incl. 3 to 4 tons incl. 1 to 2 tons incl.	to be agreed upon in advance  ± 4%  ± 6%  ± 8%  ± 10%  ± 15%  ± 20%	

<sup>\*</sup> If only one-way tolerances are permitted, the tolerances stated above are to be doubled.

If the type of paper ordered and the technical requirements allow such, smaller tolerances can be agreed upon separately.

### I.4 Solid board in sheets

The difference between the ordered and delivered weights, weighed at the time of manufacturing or packaging, is to be ascertained before delivery of an order or part of an order with the same time of delivery or almost the same quality and the same size. The tolerances in ratio to the tonnage delivered are as follows:

Quantity ordered	Without stipulated maximum or minimum quantity*
over100 tons incl. 50 to 100 tons incl. 20 to 49 tons incl. 10 to 19 tons incl. 5 to 9 tons incl. 3 to 4 tons incl.	to be agreed upon in advance ± 5% ± 10% ± 12% ± 15% ± 20%

<sup>\*</sup> If only one-way tolerances are permitted, the tolerances stated above are to be doubled.

# II. Paper and board on reels

Quantitative tolerances cannot be laid down uniformly due to the amount of reel sizes. Thus, seller and purchaser shall have to fix specific tolerances. Should parties not be able to reach an agreement, the tolerances stated in I.1 for graphic paper and board, in I.2 for other types of board, in I.3 for wrapping paper and other types of paper and in I.4 for solid board, shall be applied.

### ARTICLE 14 - TOLERANCES IN THE NUMBER OF COUNTED SHEETS

In the case of orders for a counted number of sheets, the following tolerances are to be applied:

# I Number of sheets per delivery of graphic paper

When invoicing counted sheets the number of sheets charged may only show the following deviations from the number of sheets delivered:

- $\pm$  3% with deliveries smaller than 1 ton with less than 5.000 sheets
- $\pm 2\%$  with deliveries of 1 ton or more with more than 5.000 sheets.

# II. Number of sheets per packaging unit or counting unit

In respect of 95% of the packaging or counting units, the difference between the theoretical and actual number of sheets per packaging or counting unit, may not exceed the following tolerances:

- $\pm$  3% but at least  $\pm$  5 sheets for graphic paper and board as from 60g/m2
- $\pm$  5% but at least  $\pm$  5 sheets for other types of graphic board, wrapping paper and thin and special papers,
- $\pm$  8% but at least  $\pm$  5 sheets for special board types and solid board.

### ARTICLE 15 DEVIATION IN GRAMME WEIGHT (WEIGHT PER M2)

# I Distribution of the unit value within one delivery

The difference between the gramme weight ordered and the gramme weight delivered may not exceed the following values in respect of 95% of the delivered quantity (in sheets or on reels):

I.1 In respect of uncoated printing and writing paper, uncoated wrapping paper and paper for the corrugated board industry, such as test liners, corrugated paper (Wellenstoff) and grey paper (Schrenz)

Quantity ordered	Without stipulated maximum or minimum
up to 32 g/m² incl. 33 g/m² to 39 g/m² incl. 40 g/m² to 59 g/m² incl. 60 g/m² to 179 g/m² incl. 180 g/m² to 224 g/m² incl. 225 g/m² and upwards	± 2,5 g/m <sup>2</sup> ± 8% ± 6% ± 5% ± 6% ± 7%

I.2 In respect of coated printing and writing paper and coated wrapping paper. The tolerances stated above are increased by 1 point with weights up to 32 g/m2 and by 2 points above said 32 g/m2.

Example:  $\pm 2.5$  g/m<sup>2</sup> becomes  $\pm 3.5$  g/m<sup>2</sup>;  $\pm 6\%$  becomes  $\pm 8\%$ .

- I.3 Special graphic paper such as e.g. drawing paper and other thin papers, coated as well as uncoated and creped paper.

  Should there be no agreement otherwise, these papers shall be subject to a tolerance of 1 point above the tolerances stated in I.1 for uncoated papers and above the tolerances stated in I.2 for coated papers.
- I.4 Prescribed maximum and minimum gramme weight.

  If a maximum or minimum gramme weight has been prescribed, the tolerances stated in the three paragraphs above, are doubled.

# II. Average gramme weight tolerance of a delivery

The differences between the average gramme weight ordered and the average gramme weight delivered, may not exceed the following values:

II.1 In respect of uncoated printing and writing paper and uncoated wrapping paper:

Quantity ordered	Without stipulated maximum or minimum	·
up to 32 g/m² 33 g/m² to 39 g/m² incl. 40 g/m² to 59 g/m² incl. 60 g/m² to 179 g/m² incl. 180 g/m² to 224 g/m² incl. 225 g/m² and upwards	± 2,5 g/m <sup>2</sup> ± 6% ± 4% ± 3% *) ± 4% ± 5%	

If 3 tons or less are delivered of a particular type of paper, the above tolerances shall be increased by 1 point. Example: 2.5 g/m2 becomes 3.5 g/m2; 6% becomes 7%.

- \* In respect of regular gramme weights between 60 and 179 g/m2 the tolerance may be agreed upon separately in respect of certain types of paper, in which the aforementioned percentage may be reduced to 2.5%.
- II.2 For coated printing and writing paper and coated wrapping paper.

  For these types of paper the tolerance stated above shall be increased by 2 points.
- II.3 For paper for the corrugated board industry, such as testliners, corrugated paper (Wellenstoff) and grey paper (Schrenz)

Quantity ordered	Without stipulated maximum or minimum
80 g/m <sup>2</sup> to 179 g/m <sup>2</sup>	± 5%
180 g/m <sup>2</sup> to 224 g/m <sup>2</sup> incl.	± 6%
225 g/m <sup>2</sup> and upwards	± 7%

II.4 Special graphic paper such as e.g drawing paper and other thin papers, coated as well as uncoated.

Should no agreement have been made otherwise, these papers shall be subject to an additional tolerance of 1 point to the tolerances for uncoated paper stated in II.1 and the tolerances stated in II.2 for coated paper.

### II.5 Board

1. Solid board and folding box board

180 g/m2 to 249 g/m2 incl. : ± 6%
250 g/m2 to 449 g/m2 incl. : ± 5%
500 g/m2 and upwards : ± 8%
2. Special types of board: : ± 8%
3. Other couched and/or glued boards:
150 g/m2 to 249 g/m2 incl : ± 8%
250 g/m2 and upwards : ± 10%

II.6 Creped paper:  $\pm 10\%$ 

II.7 If there are special specifications for solid board, folding box board and creped paper, whereas no special stipulations concerning the tolerances have been agreed upon between manufacturer and purchaser, the tolerances stated in II.5 and II.6 shall be increased by 1 point.

If a maximum or minimum weight has been agreed upon, the tolerances stated in II.1 through II.6 are doubled.

### ARTICLE 16 - THICKNESS TOLERANCE IN ONE DELIVERY

If a particular thickness is required for a particular purpose, a suitable thickness tolerance is to be agreed upon between manufacturer and purchaser, as a substitute for the gramme weight tolerance.

In respect of solid board, if board is ordered with a specific thickness, there shall be a tolerance within one consignment for all solid board qualities of  $\pm 5\%$  of the ordered thickness in mm.

# ARTICLE 17 - TOLERANCES IN THE SIZES FOR PAPER AND BOARD ON REELS

### I. Width

For reels with an ordered width of less than 1.60 m, the tolerance for the width will be  $\pm 0.5\%$ , with a maximum of  $\pm 3$  mm and a minimum of  $\pm 2$  mm.

In respect of solid board on reels, with an ordered width of less than 1.60 mm, the tolerance for width shall be at most  $\pm$  3 mm.

Should the purchaser prescribe a maximum or minimum width of the reel, the tolerances stated above shall be doubled.

Reels with a width exceeding 1.60 m are subject to tolerances agreed upon by means of separate agreements.

### II. Diameter

Should the diameter of the reels be specified in the order, and have been accepted by seller, the tolerances shall be:

for paper:

- without stating a maximum or minimum diameter: 4 cm and + 2 cm.
- stating a minimum diameter: + 4 cm
- stating a maximum diameter: 8 cm
- special agreements can be made for Konsum-types.

for board:

- without stating a maximum or minimum diameter: ± 6 cm
- stating a minimum diameter: + 12 cm
- stating a maximum diameter: 12 cm

Rest reels must be accepted by purchaser.

### ARTICLE 18 - TOLERANCES FOR SIZES AND SQUARENESS

# I. Paper and board (other than stated under II and III)

The permissible deviation from the size and squareness ordered, respectively the ordered width, amounts to:

### A Sheets

- a. Paper and Board not cut to size:
  - 1. for the delivered consignment 1% upwards and 1/2% downwards with a maximum of 5 mm in the grain or cross direction.
  - 2. between the reems and for the sheets in one reem, 1/2% upwards and downwards, with a minimum of 3 mm in the grain direction.
  - 3. any deviation in the cross direction shall be subject to half the percentages stated in par. 2 with a minimum of 3 mm.
  - 4. Any deviation in the squareness of 900 may not exceed 0.3% of the length of one of the sides when measured perpendicularly.
- b. Paper and Board cut to size with one right angle:
  - 1. for a consignment delivered 1/2% with a minimum of 2 mm downwards and 3 mm upwards.

- 2. for reems and sheets in one reem, 1/2 % with a minimum of 2 mm downwards and 3 mm upwards.
- 3. the deviation in the squareness of 90o for one right angle may not exceed 0.15% with a minimum of 1 mm of the length of one of the sides when measured perpendicularly.
- c. Paper and board cut to size allround:
  - 1. 2 mm upwards in both directions.
  - 2. for reems and sheets in one reem, a maximum of 2 mm in both directions.
  - 3. the deviation in squareness of 90° may not exceed 0.15% with a minimum of 1 mm of the length at one side measured perpendicularly.
- d. Diagonal cuts are subject to the same deviations as under a.4.

### B Reels

1/2% of the width upwards and downwards, with a minimum of 3mm, unless otherwise agreed upon.

# II Board for special purposes

### II.1 Tolerances for sizes

The following maximum deviations are permitted for both sizes of the sheet

- cut to size allround  $\pm 0.4\%$  or  $\pm 0.8\%$ \*

but at least  $\pm 3$  mm or + 6mm\*

- with one right angle  $\pm 0.5\%$  but at least 5 mm
- \* If no downwards tolerance is accepted and if so stated in the order.

# II.2 Tolerances in respect of squareness

The tolerance for squareness can amount to 2%, but at least 12 mm, calculated on the actual lengths of the sides.

Note The tolerances stated under II.1 and II.2 only apply to sizes, the shortest side being at least 40 cm long.

### III. Solid board

### III.1 Tolerances for sizes

The following deviations are permitted for both sizes:

- off machine: up to 750 mm; maximum of + 3 mm, above this at most +0.4%
- upon statement of the maximum size, it shall be 6 mm, respectively 0.8%
- upon statement of a minimum size it shall be +6 mm, respectively +0.8%
- when cut allround to size: a maximum of  $\pm 3$  mm.

# III.2 Tolerances for squareness

The tolerance for the squareness of a sheet or board will be a maximum of 0.4%, calculated on the actual length of the sides.

### ARTICLE 19 - OTHER PROPERTIES

Wood free graphic paper may contain a maximum of 10% woodpulp.

All technical properties, for which no tolerances have been stated in the aforementioned, are subject to the fact that small deviations cannot lead to disputes, insofar as the products delivered are appropriate for the use for which they have been intended.

Paper and board lying in waves shall not be deemed to constitute a hidden defect.

The purchaser of making orders is obligated, up to a maximum of 10% of the amount ordered, to accept the paper or board that slightly deviates from the board or the paper ordered but is just as adequate for the envisaged purpose as the paper or the board ordered.

### ARTICLE 20 - NORMAL DISTRIBUTION OF THE MEASURED VALUES

All the tolerances stated in these General Conditions are deemed to have been fulfilled, if 95% of the measured values remains within the stipulated tolerances.

On the other hand, no deviation in excess of 1.5 times the tolerance value shall be permitted in respect of 4.5% of the measured units of value.

Of the total amount of measurements, at most 0.5% may exceed this limit of 1.5 times the tolerance value.

### ARTICLE 21 - TESTING METHODS

The most recent NEN or ISO methods are applicable to the testing methods. Should there be no standards, the testing method to be applied, must be agreed upon in advance.

The NEN and ISO standards at the moment are the following:

### I Taking samples: NEN 1763 method Λ or ISO 186.

# II Conditioning of the samples: NEN 1108 or ISO 187.

The conditioning to be used for the purpose of testing in accordance with the standard must be agreed upon in advance in respect of each separate case. Conditioning of the paper samples for the corrugated board industry, such as testliners, corrugated paper (Wellenstoff) and grey paper (Schrenz) shall occur at 23°C and 50% relative humidity.

# III. Determining the size of the random test and the number of samples

- 1. The method of determining the size of the test must be fixed in advance.
- 2. As to the number of samples, they must at least coincide with the ISO R 186 or NEN 1763 method A.

# IV. Determining the weight per m2: NEN 1109 or ISO 536

# V. Measuring thickness: NEN 1110 or ISO R 438

### VI. Size and squareness

The following methods for measurement are applied:

### 1. Measuring equipment

Measuring table:

A firmly constructed table covered with metal, plastic or glass. Firmly screwed onto this table, both in horizontal and in vertical direction is a steel ruler (Sufficiently long) with a graduation of 1/2 mm.

The rulers must be absolutely perpendicular to eachother (to be checked with a calibrated triangle) and the zero points should coincide exactly. Auxiliary ruler with a graduation in 0.5 mm.

### 2. Measuring method

Checking the sizes:

The side to be checked is to be placed on the horizontal ruler and is to be carefully moved against the vertical ruler before reading the size.

In connection with paper or board not being right-angled, all four sides must be measured.

Checking the squareness:

The length of the sheet is to be placed against the horizontal ruler and then to be moved carefully against the vertical ruler. Now there are three possibilities:

- 1. The squareness is 100% correct (the angle is 90°)
- 2. The angle is smaller than 90°. Deviations are to be read by means of the auxiliary ruler.
- 3. The angle is larger than 90°. Deviations are to be read by means of the auxiliary ruler.

Turn the sheet clockwise in order to check the remaining three corners.

### **Results:**

Deviations in size:

Always indicate the maximum deviation of the long and short sides. Deviations in squareness:

Indicate all four deviations. When judging the matter, the maximum deviation will be taken into account.



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