

Allgemeine Verkaufsbedingungen der Salzer Papier GmbH

1. Das Angebot und die Lieferung der Produkte der Salzer Papier GmbH erfolgt ausschließlich unter Anwendung dieser allgemeinen Verkaufsbedingungen der Salzer Papier GmbH.
2. Abweichende, entgegenstehende oder ergänzende allgemeine Geschäfts- oder Einkaufsbedingungen des Käufers werden nur bei ausdrücklicher, schriftlicher Zustimmung durch die Salzer Papier GmbH Vertragsbestandteil. Dieses Zustimmungserfordernis gilt auch dann, wenn Salzer Papier GmbH künftig in Kenntnis der AGB oder AEB des Käufers die Leistungen an diesen vorbehaltlos ausführen.
3. Integraler Bestandteil dieser Verkaufsbedingungen sind die ALLGEMEINEN VERKAUFSBEDINGUNGEN (AVB) DER PAPIER- UND PAPPENHERSTELLER DER EG des europäischen Verbandes der Zellstoff-, Papier- und Pappenindustrie (CEPAC), Brüssel 1991. Diese CEAPC-AVB werden nachfolgend wie folgt modifiziert und ergänzt, mit der Folge, dass vorliegende Verkaufsbedingungen den CEPAC-AVB vorgehen:
4. Kaufverträge und Lieferzusagen kommen erst und ausschließlich durch unsere Auftragsbestätigung und ausschließlich auf Grundlage dieser allgemeinen Verkaufsbedingungen zu Stande.
5. Sämtliche Preise verstehen sich, sofern nicht anders angegeben, in Euro exklusive Umsatzsteuer.
6. Bis zur vollständigen Erfüllung aller Verbindlichkeiten des Kunden aus der gesamten Geschäftsverbindung mit dem Kunden bleibt die gelieferte Ware Eigentum von Salzer Papier GmbH.
7. Sämtliche Preisstellungen sind freibleibend auf Basis der zum Zeitpunkt der Angebotsstellung geltenden Kosten in Euro für Rohstoffe, Hilfsstoffe, Personal, Energie und Frachten.
8. Für die gesamte Rechtsbeziehung zwischen Salzer Papier GmbH und dem Käufer gilt ausschließlich österreichisches Recht unter Ausschluss des UN Kaufrechts.
9. Erfüllungsort für alle gegenseitigen Verpflichtungen ist St. Pölten, Österreich.
10. Ausschließlicher Gerichtsstand für sämtliche Streitigkeiten in Zusammenhang mit Leistungen der Salzer Papier GmbH ist St. Pölten, Österreich.

General terms & conditions of sale - Salzer Papier GmbH

1. Salzer Papier GmbH offers and sells their products only based on these general terms & conditions of sale.
2. General conditions of business or purchase that contain contrary clauses or supplement conditions shall become an integral part of the contract only if and insofar Salzer Papier GmbH has expressly and in writing consented the validity of such conditions. This approval requirement shall also apply if Salzer Papier GmbH unreservedly deliver goods to the Buyer in the future although Salzer Papier GmbH is aware of the Buyer's general terms and conditions of business.
3. The „GENERAL CONDITIONS OF SALE OF PAPER AND BOARD MANUFACTURERS IN EEC (CEPAC), Brussels 1991, are an integrated part of our general terms & conditions of sale. These CEPAC-general conditions of sale are modified and/or extended with the following conditions in a way, that conditions set within this general terms & conditions of sale prevail over the CEPAC-general conditions of sale.
4. Contracts of purchase and delivery promises shall be brought about once our confirmation of order and exclusively on the basis of these general terms & conditions of sale.
5. All prices are calculated in Euro (unless otherwise stated in the offer) and do not include VAT.
6. Up until full payment of all buyers' liabilities from the business association, Salzer Papier GmbH reserves ownership on any supplied goods.
7. All price setting is not binding on basis of the cost of raw materials, labor cost, energy and freight cost in Euro.
8. For the complete business association between Salzer Papier GmbH and the buyer, Austrian law shall apply exclusively. Application of the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
9. St. Pölten, Österreich is deemed the place of performance of the delivery.
10. St. Pölten, Österreich shall be deemed the exclusive place of jurisdiction for all disputes resulting directly or indirectly from the contractual relationship with Salzer Papier GmbH.

CEPAC



**ALLGEMEINE
VERKAUFSBEDINGUNGEN
CONDITIONS GÉNÉRALES
DE VENTE
CONDIZIONI GENERALI DI VENDITA
CONDIÇÕES GERAIS DE VENDA
GENERAL CONDITIONS
OF SALE**

ALLGEMEINE VERKAUFSBEDINGUNGEN (AVB) DER PAPIER- UND PAPPENHERSTELLER DER EG
CONDITIONS GÉNÉRALES DE VENTE DES FABRICANTS DE PAPIERS ET CARTONS
DE LA COMMUNAUTÉ EUROPÉENNE

CONDIZIONI GENERALI DI VENDITA PER I FABBRICANTI DI CARTE E CARTONI
DELLA COMUNITÀ EUROPEA

CONDIÇÕES GERAIS DE VENDA DOS FABRICANTES DE PAPÉIS E CARTÕES DA COMUNIDADE EUROPEIA
GENERAL CONDITIONS OF SALE OF PAPER AND BOARD MANUFACTURERS IN EEC

CEPAC

CONFÉDÉRATION EUROPÉENNE DE L'INDUSTRIE DES PÂTES, PAPIERS ET CARTONS
EUROPÄISCHER VERBAND DER ZELLSTOFF-, PAPIER- UND PAPPENINDUSTRIE
CONFEDERAZIONE EUROPEA DELL'INDUSTRIA DELLE PASTE, CARTE E CARTONI
EUROPEES VERBOND VAN DE CELLULOSE, HOUTSLIJF, PAPIER EN CARTONINDUSTRIE
EUROPEAN CONFEDERATION OF PULP, PAPER AND BOARD INDUSTRIES
EUROPAISK SAMMENSLUTNING AF CELLULOSE-, PAPIR- OG PAPIINDUSTRIEN
CONFEDERACIÓN EUROPEA DE LA INDUSTRIA DE PASTAS, PAPEL Y CARTÓN
CONFEDERAÇÃO EUROPEIA DAS INDÚSTRIAS DE PASTA, PAPEL E CARTÃO

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GENERAL CONDITIONS OF SALE OF PAPER AND BOARD MANUFACTURERS IN EEC**

1991

BRUXELLES

FOREWORD

It is inconceivable that any modern industrial company could operate today without trading terms. Such terms set out the basis for the many business transactions involving sales, deliveries and contracts which are constantly having to be agreed and, since they apply to a particular industry, they are supplementary to the legal requirements laid down for industry at large. Industrial production methods are constantly being rationalised and standardised and in the same way a degree of standardisation must be introduced into the spheres of sales and marketing so as to facilitate the implementation of contracts by both sides, free of difficulty and misunderstanding.

This publication, "General Conditions of Sale for Paper and Board", has been the subject of many years of study and discussion amongst experts from the National Paper Associations of the EC countries. A measure of coordination of national regulations and trade customs has been achieved so as to present uniform conditions for delivery, payment, etc, which are thus applicable not only to national but to international business transactions: their use should lead to a considerable simplification of contractual relationships between producers and their customers.

The CEPAC "General Conditions of Sale" are recommendations put forward by the European paper and board industries as a basis for all sales contracts for their products. Through the standardisation of practices peculiar to its own trade, the EC paper industry feels that it is making a signal contribution to the creation of the Single European Market.

Cav. Lav. Lionello Adler
President

Dr. Wolfgang Stammen
Chairman
"General Conditions of Sale"
Working Group

GENERAL CONDITIONS OF SALE OF PAPER AND BOARD MANUFACTURERS IN EEC

**Recommendation by the European Federation of the Pulp, Paper and
Board Industry (CEPAC)**

Introduction

These Sales Conditions, which are the result of a harmonisation of the practices used in the various EEC countries, will be applicable to contracts for deliveries of unprocessed paper and board within the Community unless modified by written agreement between vendor and buyer.

They are intended to clarify the background for the negotiation of contracts by providing an exact definition of their terms and thus avoiding controversy. They will therefore contribute to the free circulation of goods within the Community.

For certain categories of paper and board intended for special purposes, these Conditions may not apply since special conditions will probably be laid down in separate documents.

As regards matters not covered at all by these general Conditions of Sale, the legislation of the country of the vendor will apply, or that of any country expressly selected by joint agreement between the parties. If no specific agreement has been made, the matter should be referred to Incoterms.

Acceptance of these Conditions excludes application of the Uniform Laws proceeding from the International agreements signed at The Hague on 1 July 1964.

Art. 1 NOTIFICATION OF ORDER

Every purchase order for paper and board, whether it be a making order or a stock order, must be transmitted in such a way that the supplier is given at least the following information clearly and unambiguously: –

- 1 Reference to a possible quotation (exchange of correspondence, a visit, sending of price lists ...)
- 2 Quantity,
- 3 Quality, with reference to a grade, a brand, or samples supplied, as well as any other indication which may be necessary.
- 4 In the case of reels:
 - width of reels
 - diameter of reels
 - interior diameter of cores
 - basis weight (grammage per m²) or thickness (in hundredths of mm)In the case of sheets:
 - dimensions
 - machine direction, if appropriate
 - basis weight (grammage per m²) or thickness (in hundredths of mm)
- 5 Presentation, type of packing;
- 6 Delivery dates, destinations and method of delivery;
- 7 Agreed price;
- 8 Agreed conditions of payment.

Art. 2 CONFIRMATION OF ORDERS

(Confirmation of receipt of order)

The vendor is bound in a contract with the buyer only when (i) he has confirmed the buyer's order in a manner which covers all the points mentioned in Article 1 and can constitute the basis and origin of the delivery contract and (ii) the buyer accepts his firm and precise offer in full detail without amendment. This offer must contain a firm delivery date or a certain period from the date of the order being placed.

The order confirmation must be sent within a maximum period of 10 days from receipt of the notification of order.

Art. 3 SIZE AND MACHINE DIRECTION

(a) Size

The size of a sheet of paper or board is defined by its two dimensions, width and length, the smaller dimension being given first.

(b) Direction of Manufacture

The direction of manufacture, or machine direction, is the direction of the paper or board corresponding to the direction of the flow of pulp on the paper machine. The cross direction is at right angles to the machine direction.

If a certain machine direction is required, it must be indicated on the order form and repeated on the confirmation of receipt of order. It will be indicated clearly on the wrapping of reams and parcels.

Art. 4 PACKING

The usual packaging materials such as paper, wood, board (including board cores) are not returnable.

If more costly packaging is required and this packaging is reusable, it will be necessary to make a special agreement concerning its return.

For special packs such as wooden crates, cylindrical packaging for reels, full trays, special cores etc, any extra expense involved will be invoiced to the buyer.

Art. 5 TRANSFER OF RISK

The goods are sold at the risk and peril of the buyer:

- once they have been loaded at the vendor's premises onto the means of transport chosen by the vendor for the goods which he is responsible for shipping, apart from recourse to the forwarding agent carrying the goods.
- from the time that the goods to be picked up at the vendor's premises by the buyer by means arranged by him are put at his disposal. The same applies if delivery is postponed by the buyer subsequent to notification of availability in the vendor's own warehouses, the buyer taking responsibility for collection and loading at this time.

If the buyer, when the goods arrive, notices either a difference between the quantities delivered and the quantities declared on the transport documents, or apparent damage to the goods, he must immediately state his reservations to the forwarding agent and, at the same time, inform the vendor.

Art. 6 DELIVERY

(a) Date and place of delivery

The delivery period begins with the date of confirmation of order. The place of delivery is, unless otherwise agreed, the vendor's establishment.

If the vendor, for reasons within his control, does not observe the delivery times, the buyer has the right to cancel his obligation after a reasonable delay.

No damages or interest charges can be claimed for non-execution of an order unless the failure to meet the delivery date is deliberate or the result of negligence on the part of the vendor.

(b) Impossibility of making delivery (final, temporary or partial)

The vendor is freed of his obligation by any event beyond his control which prevents or retards delivery of the goods and for which he could not be held responsible (such as lack of raw materials and other indispensable supplies, machine breakdowns or lack of motor power, labour problems, lack of means of transport.)

The vendor is responsible for notifying the buyer without delay, and in writing, of the existence of, and reasons for, any temporary delay or his complete inability to supply. If the problem is only temporary, execution of the contract shall be suspended while it continues. If, however, its duration exceeds two weeks, unless there has been an agreement between the parties, either of them has the right to cancel the contract without indemnity.

Nevertheless, if the obstacle applies to part of a contract consisting of staggered deliveries, right of cancellation shall only be exercised in regard to the specific delivery in question and not in regard to future deliveries.

If, at the time the problem preventing delivery arises, whether it be insurmountable or merely temporary, the vendor has already made part of the order, the buyer is obliged to take delivery of the quantity made under the conditions already agreed.

When a vendor, who is bound by his contract to ship the goods, finds himself unable to do so as a result of events such as those enumerated in the first paragraph of sub-title (b) of the present article, the said goods will be clearly marked for the buyer and put at his disposal at his expense and at his risk in the vendor's stores or in an external depot. The vendor must immediately inform the buyer when such action has been taken.

(c) **Failure to collect the goods** (final, temporary or partial)

When the buyer does not collect the goods when notified that they are available or postpones a due delivery, the vendor will be entitled to put goods in outside store at the buyer's expense or to claim storage costs if he keeps them in his own warehouse.

If the buyer invokes an event which is not his fault, such as those mentioned in para (b), the seller will be entitled to cancel the contract after a period of two weeks but without any right to damages.

If the buyer cannot cite such an event, the vendor may – after two weeks – cancel the contract and claim damages and interest. If the delivery affected is part of a contract for staggered delivery, the right of cancellation may only be exercised in regard to the said delivery and not to future deliveries.

Art. 7 WEIGHT TO BE INVOICED

(a) **Papers and boards in reels**

Reels of all grades are invoiced at the gross weight, (its weighed weight), including paper and board, wrappings, core, plug and usual strapping.

(b) **Paper in uncounted sheets and sheets of board**

These, whether delivered in parcels or on pallets, are invoiced at the gross weight (its weighed weight) including paper or board and usual packaging materials.

(c) **Paper in counted sheets**

The packaging unit for paper in counted sheets is invoiced at nominal weight, this being equal to the product of the basis weight (grammage per m²) actually ordered and the area of the number of sheets in the packaged unit.

In order to take account of the weight of the packaging, a widely accepted practice is to add 2% to the weight obtained by the above calculation, round off the result to the nearest hectogramme above and invoice accordingly.

Art. 8 PAYMENT

(a) **Period for payment**

Whatever the period for payment agreed upon, the invoice date, which is that of the day of dispatch or of notification of availability, constitutes the commencement of this period.

(b) **Place of payment**

Unless otherwise agreed, the place of payment is the office of the vendor. Commercial travellers or agents of the vendor may not collect the amounts on the invoices unless they carry special authority to do so.

(c) **Risks and expenses in settlement**

The risks and expenses pertaining to the transfer of funds are the responsibility of the buyer. Should the vendor accept the payment by draft its cost and any expenses arising from possible discounting will be for the buyer's account.

(d) **Delays in payment and problems over the buyer's credit**

If an invoice becomes due but is not settled despite a reminder, inasmuch as the latter is prescribed by the law applicable to the contract, the vendor can claim interest above the official rate, immediate payment of all outstanding invoices whether due or not as well as payment before delivery for all orders accepted, unless the buyer supplies an actual or personal security as a guarantee for all these payments.

Should the buyer's credit rating deteriorate, the vendor can again ask to be given an actual or personal security as a guarantee and in the absence of such guarantee require payment before any delivery. In the above cases of delay in payment or deterioration of the buyer's credit, if orders concerned are for paper or board which, because of the special characteristics required by the buyer, cannot be sold profitably to other purchasers or only with some difficulty, the vendor can make the commencement or continuance of their manufacture subject to the provision of an actual or personal security or, if no such security can be given, may demand full payment for the goods.

If the buyer does not respect the above provisions the vendor has the right to refuse supply and to cancel the contract, as well as to claim damages and interest.

Art. 9 RESERVATION OF OWNERSHIP

Insofar as the following arrangements do not contravene the rules of public order in the buyer's country, particularly as regards bankruptcy, and unless agreements to the contrary exist:

- The vendor reserves ownership of the goods delivered to him until complete payment has been made for all sums owed to him by the buyer through their business relationship.
- The buyer may convert or resell the said goods in the course of normal commercial operations.
- The conversion of the goods, property rights in which have been reserved, does not transfer ownership to the buyer. When conversion also includes other products not belonging to the buyer the vendor achieves co-proprietorship of the new product to the extent of the value of the goods of which ownership is reserved.
- The buyer shall assign to the vendor sums resulting from the resale of the goods, whether converted or not, subject in whole or in part to reservation of ownership, this being compensation for the reservation of ownership which has expired because of resale and as security for the vendor to the extent of the value of the goods subject to the reservation of ownership. On the vendor's request the buyer must notify this assignment to his own buyer.
- To the extent that the value of the guarantees accruing to the vendor from the above arrangements exceeds the sums owed to him by the buyer, he is obliged to give up guarantees to the extent of this excess at the request of the buyer.
- The buyer shall arrange insurance against loss or damage of the goods under reservation of ownership and has a duty to inform the vendor immediately of any action taken by third parties against the reservation of ownership (for example any seizure of goods which form the object of the said reservation).
- The vendor may cancel the sale and take back the goods whether converted or not, of which ownership is reserved, if one of the situations envisaged in Article 8, para (d) occurs. If the vendor recovers the goods after conversion by the buyer and sells them to a third party he will pay the buyer the difference between the value of these goods before and after conversion.

Art. 10 CLAIMS AND COMPLAINTS

(a) **Acceptance**

Complaints must be notified in writing or by telex or telegram:

- within 5 days of arrival of the goods in the buyer's establishment, in cases where the delivery plainly does not meet the specification either in quantity or quality.
- before use and at the latest within 10 days of the date of arrival of the goods at their destination, if the defect or irregularity can be revealed by a simple examination or elementary check,
- without delay and at the latest within 6 months of arrival of the goods at their destination in cases where the defect or irregularity can only be revealed by a thorough examination, test or normal passage through the machine.

After notification at the proper time of any defects, the subsequent conversion of the goods which form the object of the complaint can only take place with the agreement of the vendor.

If the defect has not been notified at the right time, the portion of the consignment already converted cannot form the object of a claim and for any claim to succeed at least 90 % of the quantity of the contested paper or board must remain available, intact and readily identifiable. Observation of a defect in one portion of the goods cannot justify rejection of the whole. A complaint about a portion only of the goods delivered does not release the buyer from the obligation to pay within the agreed period for the whole of the consignment and cannot justify total rejection of the consignment.

(b) **Action following a justifiable complaint**

Should a complaint be justified, the vendor shall take back at his own expense the defective goods. The buyer must make them available to him in good condition and in the original or equivalent presentation and packing. The vendor shall then replace the goods at once or as soon as his production capacity and other engagements permit. Such replacement precludes any further compensation to the buyer. Should the vendor not supply the replacement goods within a suitable period, however, or should the new goods also be defective, the buyer can demand a reduction in the selling price or cancellation of the contract. If the goods do not meet the agreed specification the buyer can demand cancellation of the contract or damages. He will not be able however to claim for damages and interest to cover consequential losses unless he has received a specific guarantee against such losses or unless the losses are attributable to gross negligence on the part of the vendor.

Art. 11 SETTLEMENT OF LITIGATION

Any disputes concerning the sales contract may be referred, by the joint agreement of the parties concerned, to arbitration.

Any controversy which cannot be settled either by negotiation or by arbitration shall be decided by the Courts in the locality of the vendor's offices in accordance with these general Condition of Sale and with the laws in force there.

The vendor can, however, take the case before the courts in the locality of the buyer's offices, it being understood that the parties must then settle the controversy in accordance with these general Conditions of Sale and with the laws in force there unless the parties have specifically agreed to abide by other legislation.

Art. 12 WEIGHT TOLERANCES OF DELIVERIES

I

Papers and boards in sheets

As the assessment of the differences between the weight ordered and the weight supplied must be made for each order or part order subject to the same delivery date and concerning a single grade (furnish, shade, finish and other specifications) and a single size, the tolerances will be as follows according to the size of the tonnages delivered:

I.1 Standard printing papers and boards in sheets

Definition: standard grades of papers and boards are those stated to be such by type, basis weight and size, in price lists and other commercial documents.

I.1.1 Standard printing papers and boards – standard types, basis weights and sizes.

Quantity ordered	Without maximum or minimum quantity (*)
More than 20 tonnes	± 2.5% with a maximum of 1 tonne
10 to 20 tonnes inc.	± 4.0%
5 to 10 tonnes inc.	± 5.0%
3 to 5 tonnes inc.	± 7.0%
Below 3 tonnes (**)	± 8.0%

(*) If variation is only allowed on one direction, the tolerances in this table must be doubled.

(**) Tolerances of ± 8% for orders up to 3 tonnes do not apply to bulk grades which are only sold through wholesalers in quantities less than 3 tonnes.

For standard grades sold in BLOC-PALLET units (these are pre-packaged units containing a specific theoretical number of sheets as shown in the manufacturer's price lists), no tolerances between the number of sheets ordered and the number of sheets invoiced are allowed. Accuracy of counting, in the possible difference between the number of sheets invoiced and the number of sheets delivered, is dealt with in Article 13.

I.1.2 Standard printing papers and boards in standard basis weights but in special sizes

Quantity ordered	Without maximum or minimum quantity stipulated in order (*)
More than 100 tonnes	Previous agreement
50 tonnes to 100 tonnes inc.	± 4.0%
20 tonnes to 50 tonnes inc.	± 6.0%
10 tonnes to 20 tonnes inc.	± 8.0%
5 tonnes to 10 tonnes inc.	± 10.0%
3 tonnes to 5 tonnes inc.	± 15.0%
Below 3 tonnes	± 20.0%

(*) If variation is only allowed in one direction, the tolerances in this table must be doubled.

If the type of paper ordered and the technical conditions permit, smaller tolerances may be agreed by special arrangement.

I.1.3 Making orders of printing papers with other characteristics than those indicated in I.1.1 and I.1.2

The tolerances for these papers, to be agreed between buyer and seller, may not be below those defined in I.1.1 and I.1.2.

I.2 Boards (other than boards purely for printing use)

Quantity ordered	Without maximum or minimum quantity stipulated in order (*)
More than 100 tonnes	Previous agreement
From 50 to 100 tonnes inc.	± 5.0%
20 to 50 tonnes inc.	± 10.0%
10 to 20 tonnes inc.	± 12.0%
5 to 10 tonnes inc.	± 15.0%
5 tonnes and below	By agreement but larger tolerances than for quantities above 5 tonnes

(*) If variation is only allowed in one direction, the tolerances in this table must be doubled.

I.3 Packaging/wrapping papers and other papers

Quantity ordered	Without maximum or minimum quantity stipulated in order (*)
More than 100 tonnes	Previous agreement
From 50 to 100 tonnes inc.	± 4.0%
20 to 50 tonnes incl.	± 6.0%
10 to 20 tonnes incl.	± 8.0%
5 to 10 tonnes incl.	± 10.0%
3 to 5 tonnes incl.	± 15.0%
2 to 3 tonnes incl.	± 20.0%

(*) If variation is only allowed in one direction, the tolerances in this table must be doubled.

If the type of paper ordered and the technical conditions permit, smaller tolerances may be agreed by special arrangement.

II **Papers and boards in reels**

As a result of variety of reel dimensions it is impossible to fix the quantitative tolerances uniformly.

Consequently, seller and buyer will have to set specific tolerances. However, if there is no agreement, tolerances will be those envisaged above in I 1.0 for printing papers and boards, in I 2.0 for boards and in I 3.0 for packaging/wrapping and other papers.

Art. 13 TOLERANCES IN COUNTING ACCURACY

For orders based on a counted number of sheets, the following tolerances must be observed:

I **Number of sheets per delivery of printing papers**

For invoicing in counted sheets, the number of sheets invoiced should not depart from the number of sheets supplied by:

- more or less than 3% for a consignment below 1 tonne or less than 5000 sheets
- more or less than 2% for a consignment equal to or above 1 tonne or more than 5000 sheets.

II**Number of sheets per wrapped unit or counted unit**

The difference between the theoretical number of sheets and the actual number of sheets per wrapped or counted unit may not exceed the following values for 95 % of the packaged units supplied:

- $\pm 3\%$ with an allowance of 5 sheets above or below, for printing papers and boards from 60 g/m² upward.
- $\pm 5\%$ with an allowance of 5 sheets above or below, for other printing papers, for packaging/wrapping papers and for thin and special papers.
- $\pm 8\%$ with an allowance of 5 sheets above or below, for cylinder board, special boards and straw board.

Art. 14 BASIS WEIGHT TOLERANCES**I****Dispersion of unit value within a delivery**

The variations between the basis weights ordered and those of the sheets supplied must not exceed the following values in the case of 95 % of the sheets supplied:

I.1

For uncoated printings and writings and uncoated wrapping/packaging papers

Basis weight ordered	Without maximum or minimum stipulated in order
Up to and including 32 g/m ²	± 2.5 gr
From 33 g/m ² to 39 g/m ² inc.	$\pm 8.0\%$
From 40 g/m ² to 59 g/m ² inc.	$\pm 6.0\%$
From 60 g/m ² to 179 g/m ² inc.	$\pm 5.0\%$
From 180 g/m ² to 224 g/m ² inc.	$\pm 6.0\%$
From 225 g/m ²	$\pm 7.0\%$

I.2

For coated printings and writings and coated packaging papers

The above tolerances are increased by 1 percentage point up to and including 32 g/m² and 2 points beyond this. For example ± 2.5 g becomes ± 3.5 g and $\pm 6\%$ becomes $\pm 8\%$.

I.3

For special printing papers such as drawings and other thin papers, whether coated or not, as well as for creped papers, in cases where no special agreement has been arrived at, an extra tolerance of 1 percentage point will be applicable for those listed in I.1 for non-coated papers and I.2 for coated papers.

I.4

Maximum or minimum basis weight stipulated in order

If a maximum or minimum grammage has been stipulated, the tolerances set out in the three paragraphs above will be doubled.

II**Average basis weights delivered**

The variations between basis weights ordered and delivered must not exceed the following values:

II.1**Uncoated printings and writings and uncoated wrappings/packaging papers**

Basis weight ordered	Without maximum or minimum stipulated in order
Up to and including 32 gr	± 2.5 gr
From 33 to 39 gr inc.	± 6.0%
From 40 to 59 gr inc.	± 4.0%
From 60 to 179 gr inc.	± 3.0%*
From 180 to 224 gr inc.	± 4.0%
From 225 gr and above	± 5.0%

* For normal basis weights between 60 and 129 g, the tolerance can be made the subject of special agreements for certain categories of papers and the % envisaged above can then be reduced to 2.5%.

If a paper grade is delivered in quantities of 3 tonnes or below, the above tolerances will be raised by 1 percentage point, for example 3.5 g instead of 2.5 g and 7% instead of 6%.

II.2

For coated printings and writings, as well as for coated packaging/wrapping papers, tolerances will be increased by 2 percentage points compared with those indicated above.

II.3

For printing and special papers such as drawing papers, and other thin papers whether coated or not, in cases where no special agreement has been arrived at, extra tolerances of 1 percentage point will be applicable to the tolerances provided in II.1 for uncoated papers and II.2 for coated papers.

II.4

For boards

- | | |
|--|------|
| 1 Multi-ply boards and cartonboards | |
| 180 g/m ² to 249 g/m ² | ± 6% |
| 250 g/m ² to 499 g/m ² | ± 5% |
| 500 g/m ² and above | ± 8% |
| 2 Special purpose board | ± 8% |
| 3 Cylinder boards and others | ± 8% |

II.5

For creped papers: ± 10%

II.6

When there are special specifications for multi-ply coated boards, carton boards, cylinder boards and creped papers, and in cases where no special agreement on the subject has been made between manufacturer and buyer, tolerances of 1 percentage point higher than those indicated in II.4 and II.5 will be applied.

If a maximum or minimum basis weight is stipulated in the order, tolerances provided in para II.1 and II.5 will be doubled.

Art. 15 TOLERANCES ON THICKNESS

If a particular thickness is imperative for a precise end use the buyer should agree with the supplier an appropriate tolerance to replace the basis weight tolerance.

Art. 16 TOLERANCES ON DIMENSIONS OF PAPER AND BOARD ON REELS

I

Width

For reels whose width does not exceed 1.60 m, the width tolerance on the reel is $\pm 0.5\%$ with a maximum of ± 3 mm and a minimum of ± 2 mm.

If the buyer stipulates a maximum or minimum reel width the above tolerance is doubled.

For reels whose width exceeds 1.60 m tolerances are to be fixed by special agreement.

II

Diameter

In the case where the diameter of the reels is specified in the order and where this requirement has been accepted by the vendor, the tolerance concerning variation in diameter is:

- for papers
 - where there is no stipulation of max or min diameter: $- 4$ cm and $+ 2$ cm
 - where minimum diameter is stipulated: $+ 4$ cm
 - where maximum diameter is stipulated: $- 8$ cm
 - for bulk papers, special arrangements may be made.
- for boards
 - where there is no stipulation of max or min diameter: ± 6 cm
 - where minimum diameter is stipulated: $+ 12$ cm
 - where maximum diameter is stipulated: $- 12$ cm

Reels coming at the end of the parent reel of the last consignment will nevertheless have to be accepted by the buyer provided that their diameters are more than half of the diameters ordered.

Art. 17 TOLERANCES ON DIMENSIONS AND SQUARENESS OF PAPERS IN SHEET FORM

I

Papers and boards (other than Para II) in sheets

I.1

Dimensional tolerances

The following maximum variations are allowed for both dimensions of the sheets:

- precision cut: $\pm 0.2\%$ or $+ 0.4\%$ (*)
but with a minimum of ± 2 mm or $+ 4$ mm (*)
- machine cut: $\pm 0.4\%$ or $+ 0.8\%$ (*)
but with a minimum of ± 3 mm or $+ 6$ mm (*)

(*) If no lower tolerance is accepted and this requirement has been mentioned on the order form.

I.2

Tolerances in squareness

For precision cut papers, the rectangular tolerance will be 0.3% with a minimum of 2 mm calculated on the actual dimensions of the sides.

For machine cut papers, the rectangular tolerance will be 0.6% with a minimum of 4 mm calculated on the actual dimensions of the sides.

NB: The tolerances mentioned in I.1 and I.2 are only applicable to sheets whose smaller side is equal to or greater than 40 cm.

If the type of paper ordered and if the technical conditions permit, lower tolerances may be agreed between buyer and seller for specific orders.

II

Cylinder boards – boards for special purposes and straw boards

II.1

Tolerances and dimensions

The following maximum deviations are allowed for both dimensions of the sheets:

- precision cut: $\pm 0.3\%$ or $+ 0.6\%$ (*)
but with a minimum of ± 2 mm or $+ 4$ mm (*)
- machine cut: $\pm 0.5\%$ but with a minimum of 5 mm.

(*) If no lower tolerance is accepted and this requirement has been mentioned on the order form.

II.2

Tolerances in squareness

The rectangular tolerance will be $\pm 2\%$ with a minimum of ± 2 mm calculated on the actual dimensions of the sides.

NB: The tolerances mentioned in II.1 and II.2 are only applicable to sheets whose small side is equal to or greater than 40 cm.

Art. 18 OTHER CHARACTERISTICS

In the case of all technical characteristics whose tolerances have not been defined above, slight differences cannot be grounds for complaint on the part of the buyer so long as the goods delivered are suitable for the use envisaged in the order.

The waviness of paper and board is not a hidden vice.

The buyer of special makings must accept a paper or board which does not entirely match the specification in minor respects but which will meet the needs of the end-use specified, up to a maximum quantity of 10% of the initial order.

Art. 19 STANDARD DISPERSION OF MEASURED VALUES

All tolerances assembled in these sales conditions are considered as observed if 95% of the measured values are within the required tolerance.

In addition, unit values measured may show up to a maximum deviation of $1\frac{1}{2}$ times the value of the tolerance provided that they do not account for more than 4.5% of the number measured.

Some test results may exceed the limit of $1\frac{1}{2}$ times the normal tolerance provided they do not exceed 0.5% of the total number of tests made.

Example: Article 17 envisages for finished sheets a tolerance of $\pm 0.2\%$, for a length of, for instance, 1 m; this implies a deviation of ± 2 mm.

The tolerances are considered as observed when:

- at least 95% of the measured values are within $1\text{ m} \pm 2\text{ mm}$
- at most 4.5% of the measured values may be beyond $1\text{ m} \pm 2\text{ mm}$
but must be within the limits of $1\text{ m} \pm 3\text{ mm}$ ($1\frac{1}{2}$ times the tolerance).
- at most 0.5% of the measured values may exceed $1\text{ m} \pm 3\text{ mm}$.

Art. 20 TEST METHODS

As regards testing specifications, reference will be made to the most recent ISO standards whenever these are identical in every respect with the national standards of the supplier country. Otherwise it will be best to apply the national standards of the country of origin.

In the absence of standards, checking specifications applicable in every case will be made the subject of a previous agreement.

These ISO standards are currently as follows:

I

Sampling for testing: ISO 186 – 1985 Paper and board – Sampling to determine average quality

II

Conditioning of samples: ISO 187 – 1977 Paper and board – Conditioning of samples
The particular climatic conditions applicable during testing and in line with the standard must be made the subject of a previous agreement.

III

Determination of counting accuracy

- 1 The methods of counting to be applied will have to be made the subject of a previous agreement.
- 2 From the quantitative point of view, samples taken will have to conform at least to standard ISO 186/1985.

IV

Determination of basis weight: ISO 536 – 1976 Paper and board – Determination of grammage

V

Measurement of thickness: ISO 534/1988 Paper and board – Determination of thickness and apparent bulk density or apparent sheet density

VI

Dimensions and squareness:

The specifications set out below describe one method of testing. There may be others.

VI.1

Testing device

measuring table: a robust construction covered with a plate made of metal, plastics or glass.

squares: metal arm graduated in 0.5 mm, fixed solidly by screws to the measuring table plate and checked with a standard arm.

An auxiliary rule with 0.5 mm graduations.

VI.2

Test method

Checking sheet size:

place a small portion of the edge to be checked on the horizontal arm and align it carefully with the vertical arm.

Read off the size on the horizontal arm.

Measure the 4 sides in case of possible angular deviations.

Checking the angle:

place the first edge (longitudinal direction) against the horizontal arm square. Carefully align it along the vertical arm.

Measure the angular deviation greater than 90° on the horizontal arm and any below 90°, with the help of the auxiliary rule, along the vertical arm.

In order to check the three remaining angles, slide the sheet in a clockwise direction across the square (do not turn the sheet over as the reference line may vary).

Results:

Variations in size:

Indicate the most unfavourable values for both the long and short edges.

Angular variation:

Indicate the four variations. When using the results, take account of the most unfavourable values.