

## **General Terms of Trade**

### **Amendments Version March 1<sup>st</sup>, 2009 vs. Version October 1<sup>st</sup>, 2005**

Clause 1.1. Mayr Melnhof Nikopol AD has been excluded.

Clause 3.2. In the event of any increases in costs in connection with energy, transport or raw materials amounting to or exceeding 5% in total and occurring after conclusion of the Contract, the Seller shall be entitled to demand that a new purchase price be agreed and to invoice such higher purchase price, provided that the Buyer is notified of such an increase at least thirty days in advance.

Clause 3.4. In case prices are agreed in a currency other than Euro, and this currency devaluates 5% or more versus the Euro, the Seller shall be entitled to demand that a new purchase price be agreed and to invoice such higher purchase price, provided that the Buyer is notified of such an increase at least thirty days in advance.

Clause 9.3.d. In case of packaging applications for organoleptic sensitive goods, the Buyer is obliged to check the suitability of the goods before converting and notify the Seller in case of possible defects.