



LAMITECH, INC.

Serving the Paperboard Industry Since 1943

322 Half Acre Road

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TERMS OF SALE

- 1. General** Except to the extent otherwise agreed in writing, these terms of sale shall, to the exclusion of any other general terms and conditions, apply to all contracts regarding the sale of products by Lamitech to a buyer of said Products ("Buyer"). Lamitech's acceptance of the Buyer's order is conditional on the Buyer's assent to these Terms. Acceptance of delivery without prior objection to these Terms shall constitute such assent.
- 2. Pricing** Unless agreed otherwise, our prices are net prices. All prices are subject to change. The right to prior sale is reserved. A legally binding deal only arises with our order confirmation.
- 3. Delivery** The shipment of the delivery occurs at the risk of the buyer in any case. The shipping company commissioned by us will be insured against shipping damages. Shipping damages must be confirmed by the delivering shipping company noted on the waybill and be reported to Lamitech.
- 4. Delivery Times** The promised delivery times are non-binding, but will be kept if possible. The delivery period only begins after the order has been completely clarified, in particular after all information necessary from the buyer for the processing of the order has been received. All interference in the fulfillment of the order that arise on account of operational breakdowns, lack of raw materials, delivery delays on the part of suppliers, shipping difficulties, or similar situations, entitle us, according to our choice, to delaying the delivery until the return of normal circumstances or withdrawing from the contract without the buyer being able to make any claims against us.
- 5. Delivery Amounts/Tolerances** Unless otherwise specified, deviations in the delivery amounts from the ordered amounts are allowable up to 5% more or less. The same deviation of +/- 5% applies to board weight and thicknesses. Minor deviations in color are allowable and expressly reserved. In the case of processing of materials provided by the customer, a scrap amount of 7% is considered agreed without a liability or obligation to replacement of damages arising for Lamitech.
- 6. Warranty** No guaranty can be made for the suitability of each delivery for the use intended by the buyer. Paper, chipboard and cardboard are natural products. Therefore, we cannot warrant, for example, absolute flatness and color. We recommend processing samples from each shipment to check the suitability of the materials. When in doubt, the further processing must be checked by Lamitech with original materials and under real-life conditions. In no event shall Lamitech be liable to the buyer for claims after the material has been processed, cut, ruled, or printed.
- 7. Notices of Defects** Notices of defects are only considered if they are made within 2 days of receipt of the goods and are reported to us. In the case of defects recognized by us, we will, according to our choice, either provide an improvement, or in the case of custom orders, we will repeat or replace the service with material provided by the buyer. In the case of justified complaints we are liable in the form of subsequent improvement insofar as technically possible and economically reasonable. Further claims cannot be claimed, also no claims for damages of the buyer/principal on account of other legal reasons.
- 8. Payment** If granted credit, payment terms will be net 30. Late payment charges of 1.5% per month will be assessed, which is 18% yearly for all past due balances. If the credit worthiness of the buyer is unknown, prepayment can be requested. The Buyer is liable for any fees, including attorney and collection fees, that Lamitech may incur in its efforts to collect any late payments from the Buyer.