

# TERMS AND CONDITIONS OF SALE AND DELIVERY

## Preamble:

The following Conditions of Sale and Delivery shall apply to sale of products from the Supplier to the Customer save as modified by written agreement and explicitly approved by the Supplier.

## 1. Quotation, Acceptance and Order Confirmation

Quotations are binding and shall be open for acceptance within 30 days from the date of quotation unless another term of acceptance is stated in the quotation.

An agreement shall not be considered concluded until an order placed by the Customer has been acknowledged by a written order confirmation with these Terms and Conditions of Sale and Delivery attached.

As part of the agreement, all proofs shall be returned to/received by the Supplier duly signed.

Verbal corrections to proofs, including but not limited to telephone corrections, shall be at the responsibility of the Customer.

## 2. Price

All prices shall be subject to VAT.

Environmental supplements are invoiced per invoice- as of January 1st 2020, the supplement amounts to DKK 40.00 / € 5.37 The Supplier reserves the right to increase the price of the product equivalent to any changes in public charges and dues coming into force during the period between quotation/order confirmation and delivery.

Preparation of drafts, layout, drawings, text layout, corrections, proofs, cromalins etc. shall be for the Customer's account unless otherwise explicitly agreed.

Quotations/Order confirmations that have been given in foreign currency shall be subject to changes in the rate of exchange until payment has taken place.

The Supplier shall be entitled to charge separate payment for any work performed as a consequence of faults in the base material supplied by the Customer, corrections made after placing/accepting the order, overtime work or other arrangements subsequently agreed upon.

## 3. Payment

Unless otherwise stated in the quotation/order confirmation, the final date for payment is 30 days after date of invoice. Terms of payment are net cash.

If payment is made after the final due date, the Customer may be charged default interest of 10 per cent p.a. over the current official discount rate running from the invoice date.

## 4. Delivery

Delivery shall take place on the time agreed upon. However, this shall not apply if delivery on time is impeded by reason of circumstances relating to the customer. In this case, the Supplier may demand extension of time and cost compensation.

Delay shall be considered material only if delivery does not take place without undue delay on demand.

Unless otherwise agreed, the product is considered delivered when ready for collection at the Supplier's premises.

If it has been agreed to send the product, the said is considered delivered when ready for dispatch from the Supplier's premises.

## 5. Bearer of the Risk of Accidental Damage

The risk passes to the Customer upon delivery of the product. This shall apply whether or not the Supplier has accepted to pay for transport costs etc. in whole or in part.

Keeping/Storing products with the Supplier at the Customer's request shall be at the Customer's risk. The Supplier shall arrange transport insurance at the Customer's request and at the expense of the same, if so wished.

## 6. Defects

The Supplier is not liable for defects that the Customer has not corrected in writing in the proof reading or proof print. Minor deviations from an approved proof or specification agreed upon shall not entitle the Customer to a rebate or to refuse acceptance of products ordered.

The Supplier shall be entitled to deliver quantities deviating from the ordered or quoted by up to +/- 10 per cent. The actual quantity delivered will be invoiced at the price per item agreed upon.

The Customer shall examine the product or a type sample thereof upon receipt. The Customer shall immediately notify the Supplier in writing of any defects discovered at this examination. Also, the Customer shall immediately notify the Supplier upon the finding of any faults or defects that are discovered subsequently. The Supplier cannot be held liable through any later complaint of faults or defects that should have been discovered at the examination. Any delay in complaining according to the above rules shall lead to the Customer losing his right to make claims on account of any defects or faults.

If a fault or defect can be remedied without causing particular inconvenience to the Customer, the Customer shall accept that the Supplier remedy the fault or defect.

If the Customer provides liner or other material for the supply, the Supplier shall not be liable for faults or defects that can be related thereto.

The Customer shall be liable for ensuring that the product is applicable for the specific purpose for which it is intended. The Customer shall be responsible for any deviant use.

The Supplier shall not be liable for faults or defects in the product arising as a consequence of the Customer's incorrect storage/handling.

This exclusion of liability clause shall not apply if the damage/loss is caused by the Supplier's gross negligence.

## 7. Claimant's Default

If the Customer does not collect the product at the time agreed upon, the product will be stored by the Supplier at the Customer's own risk. The Supplier shall be entitled to sell the product to a third party, where there is a market for the product, and to use the sales sum as set-off against storage rent, other costs and profit lost.

## 8. Title, Copyright and Liability, including Product Liability

The Supplier's draft, layout, drawing, text proposal etc. belong to the Supplier irrespective of the technique by which these have been produced and irrespective of the way in which they are stored, and they shall not be passed on to any third party without the Supplier's approval.

What the Supplier has procured or has had procured to use for the supply, including but not limited to preliminary work or semimanufacture such as reproduction and print media, irrespective of the technique by which these are produced and irrespective of the way in which they are stored, and tools such as die-cutting and embossing tools, are the property of the Supplier and cannot be requested to be released after completion of the work. This applies whether or not the procured items have been invoiced separately.

Apart from die-cutting tools, the above production equipment procured by the Supplier shall be used solely for jobs for the customers.

Materials used in the production shall be kept with the Supplier to be used for new orders for as long as it is applicable; however, not exceeding three years. Any material supplied by the Customer is the property of the Customer and shall be returned to the same upon a written request when submitted no later than one month after the delivery of the product. Lost material shall not be compensated.

The Supplier shall not undertake the responsibility for the Customer not having the title required to the material submitted for the manufacture of the product.

If the Supplier accidentally violates the rights of a third party because the Customer did not hold title as required, the Supplier may have recourse against the Customer for any financial claim with which he may be met in this respect.

Similarly, the Supplier may have the right of recourse if the product conflicts with public regulations.

## Liability for Damages, Force Majeure etc.

The Supplier shall not be held liable if delivery is prevented due to Force Majeure, and the Supplier shall be entitled, in whole or in part, to cancel the agreement or postpone delivery granting himself a reasonable extension of time of delivery according to the circumstances.

Force Majeure includes, but is not limited to: Industrial disputes, military call-up, acts of war, blockades, boycotts, barriers, political unrest, various kinds of government interference such as impounding, embargo on exports and import including government rejections of export and import applications, fire, flood and other natural disasters, transport disruptions or disruptions by rail, port or other transport institutions and means of transport, scarcity of goods in the world market, exchange control regulations and nonappearance or delay on the part of Supplier's supplier, which are owed to Force Majeure and similar Force Majeure situations.

The Supplier cannot be held liable for operating loss, loss of profits or other financial consequential loss.

## Liability for the Supply Causing Damage (Product Liability)

The Supplier shall only be liable for personal injury if it can be proved that the injury was caused by a mistake or neglect on the part of the Supplier or persons for whom he has responsibility.

*Under no circumstances is the Supplier liable for operating loss, time loss, loss of profits or similar indirect loss or other financial loss. The Supplier is thus not liable for loss caused by accidents, accidental damage or negligence on the part of the Supplier, his employees or his sub-contractors, which cannot be described as gross negligence.*

The Customer shall indemnify the Supplier if the Supplier is deemed liable to any third party for such damage and such loss for which the Supplier is not liable to the Customer under these Terms and Conditions of Sale and Delivery.

The Supplier shall not be liable for damage caused by the Supplier's products on items, which the Supplier's products or services have been made part of, incorporated in, joint with, used for packaging of or labelled on or in any other way connected with.

If any third party put forward a claim against one of the parties concerning liability for damages pursuant to this clause, this party shall immediately inform the other party thereof.

The Supplier and the Customer shall be mutually obliged to accept legal proceedings before the court or arbitral tribunal, who treats the claim for damages brought against one of them based on a damage or a loss, which is claimed to having been caused by the product.

This exclusion of liability clause shall not apply if the damage/loss is caused by the Supplier's gross negligence.

## 9. Other Matters

The Supplier is entitled to having the work performed with subcontractors, in whole or in part.

## 10. Legal Venue and Applicable Law

Legal actions, which do not fall under the cases mentioned in Clause 8, last paragraph, shall be brought before the court in the jurisdiction in which the Supplier operate.

Danish Law shall apply to any dispute arising between the parties.