

GENERAL SALES AND DELIVERY TERMS

Emballagegruppen A/S – General Terms and Conditions for Sale and Delivery of Packaging and Label Products.

The following terms and conditions of sale and delivery apply to the Customer and the Supplier provided that they are not derogated from by an explicit agreement to this effect between the parties. These sales and delivery terms shall take precedence over any provisions in the Customer's terms and conditions of purchase.

1. Quotation and Agreement

1.1 The quotation is binding on the Supplier for fourteen (14) days from the quotation date, unless otherwise stated in the quotation.

1.2 An agreement is concluded when the Customer's acceptance has been received by the Supplier. In the event that the Customer does not explicitly accept, the agreement is concluded when the Supplier has submitted an order confirmation on the received order. All proofs shall be signed and returned to/received by the Supplier as part of the agreement.

2. Price

2.1 All prices are exclusive of VAT.

2.2 All prices are specified on the basis of the level of wages, cost of materials and other costs in effect on the date of issuing a quotation or order confirmation.

2.2.1 If the Customer has requested the Supplier to produce sketches, layout, artwork, text proposals, proof copy, cromalin, etc., the Supplier is entitled to be remunerated for this work.

2.2.2 If wages, the cost of materials, public taxes or other costs increase during the time leading up to order completion, the Supplier is entitled to adjust the price to account for such documented increases.

2.2.3 If wages, the cost of materials, public taxes or other costs decline during the time leading up to order completion, the Customer is entitled to demand that the price be adjusted to account for such documented declines.

2.2.4 Prices in foreign currency are based on the exchange rate in Danish kroner (DKK) in effect on the quotation date or order confirmation date. For exchange-rate changes occurring before payment, the Supplier reserves the right to change the price accordingly.

2.3 In addition to the quoted or agreed price, the Supplier is entitled to demand payment for the following:

2.3.1 Extra work as a result of the source material given to the Supplier by the Customer turning out to be incomplete, unsuitable or inadequate or extra work resulting from changes to the submitted material after the work process has commenced.

2.3.2 Overtime and other measures agreed with the Customer after the signing of the agreement.

2.4 All prices are based on delivery from the Supplier's premises. Transport charges beyond Supplier's place of business and any transport insurance shall be paid by the Customer in addition to the agreed price, cf. section 3.3.

2.5 If requested by the Customer and accepted by the Supplier, storing of finished materials or property, which are not the property of the Supplier, shall be paid by the Customer in addition to the agreed price.

3. Delivery

3.1 Based on the conditions stipulated in section 3.2, delivery takes place at the time agreed with the Customer. If no delivery time has been agreed, delivery takes place when the Supplier's work is completed.

3.2 If delivery is delayed by any of the circumstances stipulated in section 8.1 or an act or omission on the part of the Customer, the Supplier is entitled to prolong the delivery time accordingly or rescind the agreement.

If an incident such as the above renders the performance of the Supplier's delivery obligations more costly, the Supplier is under an obligation to meet the delivery obligations, provided that the Customer states his willingness to pay the additional charge calculated by the Supplier.

3.3 On the Customer's request, the Supplier shall be obliged to take out the requested transport insurance at the Customer's expense.

4. Payment

4.1 Unless otherwise agreed, payment shall be made within thirty (30) days of the invoice date.

4.2 Interest accrues from the due date at the Supplier's interest rate in effect from time to time.

4.3 At the request of the Supplier, the Customer is at any time under an obligation to provide a bank guarantee as security for payment. If this request is made after the signing of the agreement, the Supplier is under an obligation to indemnify the Customer for any expense relating to this.

4.4 If circumstances at the Customer prevent the continuous completion of an agreement, the Supplier is entitled to submit partial invoices.

5. Title, Copyright, etc.

5.1 The Supplier's sketches, layouts, finished artwork, text proposals, etc., regardless of the technique used and the way in which the material is stored, are the property of the Supplier and may not be transferred to a third party without the Supplier's consent.

5.2 Whatever the Supplier produces or has outsourced in terms of preparatory work, intermediate products, e.g. reproduction and printed media for use in fulfilling the order, regardless of the technique used and the way in which the material is stored, including tools such as punching, embossing and sealing tools, is the property of the Supplier. This shall apply regardless of whether the produced material is partially invoiced separately. Punching tools will be stored at the Supplier for max. three (3) years.

5.3 The items specified in sub-section 5.2 may solely be used for works for the Customer and will only be stored if an agreement to this effect exists.

6. Delay

6.1 If a delay arises, the Customer is only entitled to terminate the agreement in respect of the qualification stipulated in sub-section 3.2, provided that the Customer at the time of entering into the agreement has specified the importance of delivering the order at a specifically appointed time.

If the Customer does not collect the product at the Supplier at the agreed time, the product will be stored at the Supplier at the Customer's expense and risk and invoiced at the agreed collection date.

7. Defects

7.1 The Supplier cannot be held liable for defects, which the Customer has not corrected in writing during the proofreading process, including printed material, digital information, proof copy and similar.

7.2 The Customer is not entitled to a discount or to refuse to accept the service/product ordered in the event of minor deviations from an approved proof copy or agreed specification.

7.3 The Supplier has the right to a delivery deviation of up to +/-10% of the agreed print run. In instances where paper or other material has been specifically produced for the order by a party other than the Supplier, the Supplier has the right to a reasonable +/- delivery deviation beyond the 10% of the agreed print run, though at most equivalent to the material supplier's terms of delivery.

7.4 The Customer is expected to carry out incoming inspection of the product. If an order is defective, the Customer is responsible for filing a complaint immediately. If the Customer fails to file a complaint or files a complaint too late, the Customer loses the right to claim compensation for such defect. The Supplier is entitled to remedy a defect, provided that this can take place within a reasonable period of time.

7.5 The Supplier is not liable for faults or deficiencies that are attributable to the fact that the Customer has provided his own paper or other materials for the order.

7.6 The Customer is responsible for storing the purchased product – covered/protected at an air humidity between 50-60%. Big temperature differences should be avoided, the recommended storage temperature is between 18 to 25 degrees Celsius.

8. Liability

8.1 Circumstances beyond the control of the Supplier shall not incur any liability upon the Supplier or deem the Supplier in breach of his obligations, if they prevent the Supplier from performing his obligations or make such performance unreasonably burdensome. Such circumstances shall include in particular, but not

limited hereto, defects or damage of the production equipment that have provably delayed or damaged the Supplier's production, any kind of labour disputes and all other circumstances beyond the control of the Supplier, such as fire, water damage, natural disasters, war, mobilization or unforeseen military call-up of equivalent extent, requisition, confiscation, riot, civil unrest, currency restrictions, lack of transport, general scarcity of goods, motive power restrictions, export and import bans and similar force majeure situation.

8.2 Any delays or non-conformities in delivery shall be subject to the exemption of liability stipulated in clause 8.1 in the event of delays or non-performance of sub-suppliers are attributable to one of the circumstances in section 8.1 hereof or the close-down of the business.

8.3 In the event of any delays or non-conformity of the delivered product, the Supplier shall not be liable for the Customer's operating loss, loss of profit or other indirect loss, including losses due to the Customer's legal relationships with third parties, cf. section 8.4.

8.4 The Supplier shall be liable in the event that a delivered product should cause personal injury or damage to property if by nature, the product in question is intended for non-commercial use and has primarily been used by the injured party accordingly. The Supplier shall only be liable for damage to commercial property if it is provable that the damage is caused by an error on his or his employees' part that should not have been averted at the Customer's inspection of the products delivered. The Supplier shall never be held liable for damage caused to the Customer's or another party's productions, of products that are packaged in / labelled with the delivered products or to objects in the production of which these products are included, unless evidence is provided that the Supplier has acted with gross negligence. The Supplier shall never be liable for operating loss, loss of profit or other indirect loss. In the event that the Supplier in respect of any commercial damage is subject to liability towards a third party, which goes beyond the established limits of liability of the Supplier, the Customer is obliged to indemnify the Supplier for this as well as legal costs.

8.5 The Supplier shall not be held liable for the Customer's lack of legal basis for reproduction, duplication or publication of written matter, pictures, drawings, patterns, illustrations, texts, trademarks, and other business identifiers or other goods, including designs or anything that may be subject to third party rights. Should the Supplier incur liability towards a third party in connection with the Customer's lack of legal basis to use third party rights, the Customer shall indemnify the Supplier against any such liability.

8.6 The Supplier cannot be held liable for loss or damage to property, such as e.g. originals, materials, etc., which do not belong to the Supplier, but have been handed over to the Supplier by the Customer for execution of an agreed assignment, or for the purpose of storage, including storage of work carried out by the Supplier, cf. section 2.5. However, the Supplier is liable if it is proved that the loss or damage is caused by gross negligence on the part of the Supplier or his employees. The Customer is responsible for insuring such material against damage and destruction.

9. Sub-suppliers

The Supplier is entitled to outsource work in part or in full to sub-suppliers.

10. Periodical Texts

Unless otherwise agreed with the Customer of periodical texts, a term of notice of three (3) months shall apply for monthly and quarterly texts and six (6) months for weekly and two-week texts.

11. The Sale of Goods Act

Danish legislation including the Sale of Goods Act shall apply to this agreement provided that the legal position is not laid down in the text of the agreement or in these terms and conditions of sale and delivery. Any dispute concerning the interpretation of the agreement or the compliance and enforcement of the terms may only be brought before the Danish court of law in accordance with Danish rules on jurisdiction.