

Terms of sales and delivery for
Reproflex Scandinavia A/S

TERMS OF SALE AND DELIVERY 2022

1 PURPOSE

The following terms of sale and delivery apply between the Ordering Entity and **Reproflex Scandinavia A/S** unless waived by written agreement between the Parties.

2 QUOTES AND CONTRACTS

- 2.1 Quotes are binding on **Reproflex Scandinavia** for 14 days from the quotation date.
- 2.2 A contract is concluded when the Ordering Entity's acceptance is received by **Reproflex Scandinavia**.
- 2.3 When the Ordering Entity does not provide express acceptance, a contract is concluded when **Reproflex Scandinavia** has given an order confirmation for an order received.
- 2.4 **Quotes are conditional on:**
 - Material and processes can be used mechanically as envisaged in the quote.
 - The Ordering Entity does not order the work done in part-deliveries, instead of a single delivery as stated in the quote.
 - Any materials provided by the Ordering Entity correspond to those in **Reproflex Scandinavia's** quote.

3 PRICES

- 3.1 All prices are ex-VAT and delivery.
- 3.2 Prices in foreign currencies are based on the exchange rate for Danish kroner valid at the time the quote or order confirmation are given. **Reproflex Scandinavia** reserves the right to revise the price in line with any currency fluctuations.
- 3.3 Apart from the price quoted or agreed, **Reproflex Scandinavia** is entitled to charge for:
 - Extra work resulting from the basic material provided by the Ordering Entity to **Reproflex Scandinavia** being incomplete, unsuitable or inadequate.
 - Extra work resulting from the Ordering Entity requesting corrections or revisions of the material supplied once work has started.
 - Extra work resulting from the Ordering Entity performing more rounds of proofreading than agreed in the quote.
 - Costs incurred from switching to OpenType fonts.
 - Overtime and other measures agreed with the Ordering Entity after the contract is concluded.
 - Storage, provision of, handling and shipping the Ordering Entity's digital or analogue materials and tools after delivery.
 - Invoiced plate size will be approx. 30 mm larger than the printed dimensions, or 20 mm bigger than the trim template for special trimming.
 - Extra work resulting from the contract being unfulfillable as continuous production, due to the Ordering Entity's circumstances.
 - Raw materials that form part of a specific order which is subsequently cancelled or deferred.
 - Annual price index adjustment of prices of 2.5%, or according to the contract.
 - We add an environment surcharge to all the jobs we do, to contribute to continuous sustainable and eco-friendly production.

4 DELIVERY

- 4.1 Delivery will be made on the date agreed with the Ordering Entity, although subject to delays or obstacles due to:
 - The Ordering Entity's actions or omissions.
 - Faults or damage to production equipment demonstrably causing a delay, or that have damaged production
 - Labour disputes of any kind
 - In addition, any circumstances beyond the control of **Reproflex Scandinavia**, such as fire, water damage, natural disasters, war, mobilisation or unforeseen military call-ups of a corresponding duration, requisition, confiscation, rebellion, civil unrest, currency restrictions, transport shortages, general shortages, energy restrictions, export and import bans and other similar force majeure situations.
- 4.2 In the event of such delays, **Reproflex Scandinavia** is entitled to an extension of the delivery date, or to annul the contract.
- 4.3 If an event such as those above means that fulfilment of **Reproflex Scandinavia's** delivery obligations is made more expensive, **Reproflex Scandinavia** will be obliged to fulfil its obligations providing the Ordering Entity agrees to pay the extra cost estimated and incurred by **Reproflex Scandinavia**.
- 4.4 If no delivery date is agreed, **Reproflex Scandinavia** will determine the date.

5 PAYMENT

- 5.1 Unless otherwise agreed, payment shall be made within 8 days of invoice date.
- 5.2 Interest will be charged from the due date at **Reproflex Scandinavia's** applicable rate. The current interest rate is 2% per month or part thereof.
- 5.3 The Ordering Entity is obliged to provide a bank guarantee as security for payment at the request of **Reproflex Scandinavia** at any time. If such a request is made after conclusion of a contract, **Reproflex Scandinavia** shall indemnify the Ordering Entity against any related cost incurred.
- 5.4 If the Ordering Entity has not approved the proofs within thirty (30) days, **Reproflex Scandinavia** shall be entitled to invoice the order in part.
- 5.5 If the Ordering Entity does not pay **Reproflex Scandinavia** on time, further work may be postponed until the full due amount has been received.

6 PROPRIETARY RIGHTS, COPYRIGHT, ETC.

- 6.1 Anything **Reproflex Scandinavia** has produced or had produced in terms of preparation, intermediate products, materials, tools etc. as part of an order remain the property of **Reproflex Scandinavia**. This applies regardless of whether such production is invoiced separately.
- 6.2 Basic material received by the Ordering Entity may be returned within twelve (12) months, if required, after which it will be destroyed without further notice.

7 DELAY

- 7.1 A delay in delivery that is not due to the circumstances of the Ordering Entity entitles the Ordering Entity to choose between demanding delivery or annulling the order.
- 7.2 The Ordering Entity has no other form of redress than those referred to under 7.1, and **Reproflex Scandinavia** is not liable for the payment of damages to the Ordering Entity for delay.

8 ERRORS AND OMISSIONS

- 8.1 **Reproflex Scandinavia** is not liable for errors and omissions that the Ordering Entity ought to have corrected during proofreading, including print, digital information, trial print runs and the like.
- 8.2 The Ordering Entity is not entitled to any discount or to refuse to accept the goods ordered in the event of minor differences in relation to an approved sample or agreed specification.
- 8.3 The Ordering Entity must submit a warranty claim immediately for any erroneous delivery. Failure to make a warranty claim, or a late warranty claim, will deny the Ordering Entity the right to claim for the error. **Reproflex Scandinavia** is entitled to remedy an error is possible to do so within a reasonable period of time.
- 8.4 If **Reproflex Scandinavia** fails to remedy any error and omissions within a reasonable period of time, **Reproflex Scandinavia** is liable for damages to the Ordering Entity in accordance with the rules of Danish law. **Reproflex Scandinavia's** liability for damages for error and omissions is limited as stated below:
- 8.4.1 **Reproflex Scandinavia's** liability for damages for error and omissions in products/services delivered is limited to the invoice value of the products/services provided, although with reference to clause 8.4.2.
- 8.4.2 The limitation of liability in clause 8.4.1 shall not apply if **Reproflex Scandinavia's** defective product/service is part of, is mixed up with or incorporated into, merged with, used for packaging or in any other manner linked to another product, or is used for the manufacture, preparation or other form of processing of another product ('End Product'), including products that **Reproflex Scandinavia** has undertaken to prepare, install, repair, fit or in some other manner prepare or process.
Reproflex Scandinavia's liability for damages for error and omissions concerning End Products is limited to the value of that product. **Reproflex Scandinavia** is solely liable for damages for the direct loss linked to the deterioration of the End Product, any additional manufacturing and processing costs or the actual cost of repair.
Reproflex Scandinavia is not liable for damages for costs and loss arising from the despatch of personnel, recall, tracking, examination, transport or destruction of the End Product, or issuing notifications concerning the same.
- 8.4.3 **Reproflex Scandinavia's** full liability for damages for error and omissions to the Ordering Entity is limited to DKK 100,000 per calendar year. **Reproflex Scandinavia** is not liable for damages for operational loss, loss of profit, loss of time or any other indirect loss, including loss of production, sales, profit, time or goodwill.

9 COMMERCIAL LIABILITY TO PAY DAMAGES (liability for damage occurring during execution of the work):

- 9.1 **Reproflex Scandinavia** is liable for damages to the Ordering Entity for damages caused by **Reproflex Scandinavia** during execution of the work in accordance with the ordinary rules on liability for damages under Danish law. **Reproflex Scandinavia's** liability for damages for commercial damages to the Ordering Entity, including indemnity claims concerning claims for damages from the Ordering Entity's customers and other third parties, is limited to that stated below:
- 9.2 **Reproflex Scandinavia's** liability for damages for damage to products that **Reproflex Scandinavia** has undertaken to prepare, install, repair, fit or in some other manner prepare or process is limited to DKK 100,000 per calendar year.
- 9.3 **Reproflex Scandinavia's** liability for damages to the Ordering Entity for commercial damages arising during execution of the order on products other than those referred to in clause 9.2 is limited to DKK 1,000,000 per claim, and maximum DKK 2,000,000 per calendar year.
- 9.4 **Reproflex Scandinavia** is not liable for damages for the Ordering Entity's operational loss, loss of profit, loss of time or any other indirect loss, including loss of production, sales, profit, time or goodwill.
- 9.5 Should **Reproflex Scandinavia** be held liable for damages to a third party, the Ordering Entity shall indemnify **Reproflex Scandinavia** to the same extent as **Reproflex Scandinavia's** liability is limited according to the above clauses 9.1 - 9.4.

10 PRODUCT LIABILITY (for damage caused by Reproflex Scandinavia's products/services after the date of sale):

- 10.1 **Reproflex Scandinavia** is liable for damages to the Ordering Entity for personal injury and damage to property caused by **Reproflex Scandinavia's** products/services after the date of sale in accordance with the ordinary rules on liability for damages under Danish law.
Reproflex Scandinavia's liability for damages for commercial damages to the Ordering Entity, including indemnity claims concerning claims for damages from the Ordering Entity's customers and other third parties, is limited to that stated below:
- 10.2 **Reproflex Scandinavia's** liability for damages for damage to End Products that incorporate the defective products/services supplied, including products that **Reproflex Scandinavia** has prepared or processed (re. the definition in clause 8.4.2) is limited to the value of the End Product. **Reproflex Scandinavia** is solely liable for damages for the direct loss linked to the deterioration of the End Product, any additional manufacturing and processing costs or the actual cost of repair.
Reproflex Scandinavia is not liable for damages for costs and loss arising from the despatch of personnel, recall, tracking, examination, transport or destruction of the End Product, or issuing notifications concerning the same.
Reproflex Scandinavia's full liability for damages to the Ordering Entity for damage to End Products is limited to DKK 100,000 per calendar year.
- 10.3 **Reproflex Scandinavia's** liability for damages to the Ordering Entity for commercial damages to anything other than End Products (re. the definition in clause 8.4.2) is limited to DKK 1,000,000 per claim, and maximum DKK 2,000,000 per calendar year.
- 10.4 **Reproflex Scandinavia** is not liable for damages for the Ordering Entity's operational loss, loss of profit, loss of time or any other indirect loss, including loss of production, sales, profit, time or goodwill.
- 10.5 Should **Reproflex Scandinavia** be held liable for damages to a third party, the Ordering Entity shall indemnify **Reproflex Scandinavia** to the same extent as **Reproflex Scandinavia's** liability is limited according to the above clauses 10.1 - 10.4.

11 SUBCONTRACTORS

- 11.1 **Reproflex Scandinavia** is entitled to have the work done in whole or part by subcontractors.

12 PERSONAL DATA

- 12.1 The Ordering Entity shall ensure that the duty to inform according to the GDPR concerning the registered persons in the material to be used for **Reproflex Scandinavia's** solution and subsequent storage of the job by **Reproflex Scandinavia** is observed.

13 JURISDICTION AND COURT OF VENUE

- 13.1 Danish law shall apply to this contract providing governing law is not stipulated in the text of the contract or in the terms of sales and delivery.
- 13.2 Any dispute concerning interpretation of the contract, fulfilment and enforcement of the terms can only be brought before the Danish courts in accordance with the Danish rules on court of venue.