

General terms and conditions of sale and delivery of Stibo Complete

Unless otherwise expressly agreed between the parties, the following general terms and conditions of sale and delivery shall apply to all agreements and contracts made between Stibo Complete and the Purchaser. Agreements and deals initiated or conducted with Stibo Complete also includes the subsidiaries Stibo Graphic, Color Print and Sörmlands Printing Solutions, where the same sales and delivery terms apply.

§ 1. Quotation and agreement

1. All quotations shall be valid and subject to acceptance in writing by the Purchaser for a period of 30 days from the date of the quotation.

§ 2. Prices

- All prices are exclusive of VAT and delivery as well as environmental contributions.
- Any prices agreed by Stibo Complete and the Purchaser and any quotations and order confirmations issued by Stibo Complete shall be based on market prices and shall be subject to changes in labour costs, materials prices, foreign exchange rates, freight, customs rates, public taxes and provisions as well as any other costs.
- In addition to the quoted or agreed price, Stibo Complete shall be entitled to demand payment in respect of:
 - Additional work performed as a result of the basic material or paper supplied by the Purchaser to Stibo Complete proving to deviate from the Purchaser's information or proving to be incomplete, unsuitable or defective.
 - Additional work performed as a result of the Purchaser requesting changes or modifications to the material supplied after work has commenced.
 - Additional work performed as a result of the Purchaser requesting more proofs than have been agreed in the quotation.
 - Overtime and other measures agreed with the Purchaser following the conclusion of the agreement.
 - The storage, delivery, handling and shipment of the Purchaser's digital or analogue materials and tools following delivery.
 - Additional work performed as a result of it being impossible to complete the task as continuous production due to factors at tributable to the Purchaser.

§ 3. Delivery

- No promises of delivery shall be binding on Stibo Complete until an order confirmation has been issued.
- In the event of terms of delivery other than ex works being agreed, cf. Clause 2 (1), the number of consignments agreed shall be delivered duty unpaid (Incoterms 2000) at the destination indicated.
- Stibo Complete's obligation to comply with the agreed delivery times shall lapse in the event of the Purchaser failing to comply with the agreed times for delivery to Stibo Complete's address of manuscripts, digital and other materials, proofing changes, etc. before and during production. In the event of such delay, the Purchaser shall cover any losses sustained by Stibo Complete and/or any additional costs incurred by Stibo Complete as a result of such delay.

§ 4. Payment

- Net cash within 30 days of delivery. If delivery can be effected as part deliveries, Stibo Complete shall be entitled to effect successive deliveries and to submit invoices in respect of each individual part delivery.
- In the event of non-compliance with the terms of payment stated in (1), interest shall be payable at a rate of 1.5 per cent per month or part thereof, such interest being calculated on the basis of the balance outstanding at any time, with interest. Any amount received shall first cover default interest and then the principal amount of the balance owing to Stibo Complete with the oldest invoices being written down first.
- If, owing to the circumstances of the Purchaser, work to be performed under a particular agreement cannot be undertaken as continuous production or within the agreed time, Stibo Complete shall be entitled to issue part invoices.
- In the event of failure on the part of the Purchaser to pay Stibo Complete or any other company under Stibo A/S, regardless of whether the purchase is maintained or cancelled, Stibo Complete shall be entitled to immediately stop work on and all deliveries of orders received from the Purchaser until such time as all outstanding balances have been settled.
- In the event that Stibo Complete cannot obtain valid documentation of the Purchaser's ability to pay due or future invoices in respect of work in progress, Stibo Complete and other companies in the Stibo Group shall be entitled to stop all work on and all deliveries of orders until such security as Stibo Complete may request has been furnished.

§ 5. Ownership, copyright, etc.

- The copyright in any preliminary sketches and concepts, creative presentations, original materials, etc. developed by Stibo Complete shall rest with Stibo Complete and no such materials shall be disclosed to any third party without the consent of Stibo Complete.
- All preliminary sketches, intermediary products, materials, tools, etc. produced or procured by Stibo Complete for use in connection with the delivery shall remain the property of Stibo Complete. This shall apply regardless of whether the materials procured have been invoiced separately.
- The materials mentioned in (2) shall be used exclusively for the purpose of work undertaken for the orderer and shall only be filed under a separate agreement to such effect.
- Stibo Complete shall be entitled to produce a reasonable number of test prints for its own use. Such test prints shall only be used by Stibo Complete for the purpose of marketing. The test prints shall not be sold.

§ 6. Delays

- In the event of delays, the Purchaser shall be entitled to cancel the agreement only if it has been agreed that delivery shall be effected at a specific time, such cancellation being subject to Clause 8 (1)-(2).

§ 7. Non-conformities

- Stibo Complete accepts no liability for errors which the orderer has not corrected in the written proofs, including prints, digital information, blue prints, etc. This shall also apply in those instances where the Purchaser does not want or waives the right to receive proofs and blue prints.
- Stibo Complete reserves the right to use paper of a weight deviating by up to 5 per cent relative to the weight of paper stated in quotations and order confirmations. Furthermore, the printrun delivered may deviate by +/- 10 percent from the agreed printrun. In cases where maximum or minimum quantities are requested, the tolerance is -20 per cent and + 20 per cent, respectively.
- In the event of the Purchaser procuring paper or other materials to be used for the delivery, the Purchaser shall be responsible for any defects or non-conformities in such materials.

- Complaints concerning the non-conformity of deliveries shall be made in writing within 8 days of receipt of the delivery. Complaints concerning damage in transit shall, however, be made immediately following receipt of the goods and shall be accompanied by documentation in the form of transport documents endorsed to such effect and possibly photographs. In the event that no complaint is made, or if the Purchaser makes such complaint too late, the Purchaser's right to invoke such non-conformity shall lapse.
- Stibo Complete undertakes, at its own discretion, to remedy the non-conformity or effect replacement delivery of all or part of the original delivery or grant a proportional reduction in the purchase price. The Purchaser shall thus not be entitled to cancel the order or demand compensation for losses sustained as a result of the non-conformity of the delivered goods, unless gross negligence on the part of Stibo Complete can be shown by the Purchaser. Reference is generally made to Clause 8 (1)-(2).

§ 8. Force majeure

- In the event of delay in delivery and/or non-conformities in the delivered goods, Stibo Complete shall accept no liability if such delay or non-conformities are attributable to labour market conflicts of any kind or circumstances of any kind beyond Stibo Complete's control, such as fire, water damage, natural disasters, war, general mobilisation or the calling-in of military personnel of a similar scope, requisition, seizure, uprisings, civil unrest, foreign exchange restrictions, lack of transport, general scarcity of goods, restrictions on transport fuel, export and import bans or any other similar force majeure situation.
- Any delays or non-conformities in delivery shall be subject to the exemption of liability set out in (1) hereof in the event of delays in the performance of subsuppliers or the non-performance of subsuppliers being attributable to the circumstances set out in (1) hereof or the winding-up of their businesses.

§ 9. Breach on the part of Stibo Complete

- The Purchaser shall not be entitled to cancel the order or demand compensation for losses sustained as a result of the non-conformity of the delivered goods, delays or other circumstances unless gross negligence on the part of Stibo Complete can be shown by the Purchaser.
- Stibo Complete shall not be liable for any operating losses, loss of profit or other indirect losses sustained by the Purchaser as a result of delays in delivery or the non-conformity of the goods delivered.

§ 10. Rights of third parties

- Stibo Complete accepts no liability as regards the Purchaser's lack of right to reproduce, duplicate or publish text, images, drawings, patterns, illustrations, copy, trademarks, other business characteristics or other get-up of goods or other items, including designs etc., which may be subject to third-party copyrights. In the event of Stibo Complete being held liable in relation to a third party on the ground of the Purchaser's lack of right to use third-party rights, the Purchaser shall indemnify Stibo Complete for such liability. The Purchaser shall be obliged to have proceedings brought against him before the court hearing the question of Stibo Complete's liability in relation to third parties.

§ 11. Liability

- Stibo Complete shall accept liability for personal injury caused by the product delivered (product liability) only in so far as such liability is expressly stipulated in mandatory rules of law contained in the Danish Act no. 371 of 7 June 1989 (the Danish Products Liability Act (Produktansvarloven)), and Stibo Complete's liability for such personal injury shall be limited to such injuries as must be borne by Stibo Complete pursuant to mandatory rules of law laid down in the Danish Products Liability Act.
- Under no circumstances shall Stibo Complete be held liable for any damage caused by products other than personal injury. Thus, Stibo Complete shall never be held liable for damage to property or any other damage, including – but not limited to – damage caused to the Purchaser's production or to the production of other parties, damage to products which are packaged/labelled using the products delivered or to objects into which these products are incorporated.
- Stibo Complete shall not be liable or liable in damages for operating losses, loss of profit or any other indirect losses.
- To the extent that product liability is imposed on Stibo Complete in relation to third parties beyond the scope of such liability set out in Clause 11 (1)-(3), the Purchaser shall indemnify Stibo Complete so that Stibo Complete's position is no worse than what is set out in Clause 11 (1)-(3) as well as covering the actual costs incurred in connection with the case. The Purchaser shall be obliged to have proceedings brought against him before the court hearing the question of Stibo Complete's liability for products supplied to the Purchaser.
- Stibo Complete accepts no liability for losses or damage to property such as, for example, originals, materials, etc. which do not belong to Stibo Complete, but which have been submitted to Stibo Complete by the Purchaser for the purpose of an agreed assignment or for the purpose of storage, including the storage of works undertaken by Stibo Complete. Stibo Complete shall, however, be liable if it can be shown that such loss or damage is attributable to grossly negligent conduct on the part of Stibo Complete or Stibo Complete's employees. The Purchaser shall arrange for the taking out of insurance of the object against damage and destruction.

§ 12. Personal data

- The customer is responsible for ensuring that the disclosure requirements in accordance with the General Data Protection Regulation for the registered persons in the material to be used for the supplier's solution and subsequent storage of the job with the supplier are observed.

§ 13. Subsuppliers

- Stibo Complete shall be entitled to contract with subsuppliers for the performance of some or all of the work.

§ 14. Printer

- Stibo Complete shall be entitled to be named as the printer in the printed material.

§ 15. Venue and governing law

- Any disputes in connection with the purchase shall be brought before the Court in Århus or the Western Division of the Danish High Court, the venue being chosen by Stibo Complete. Stibo Complete shall, however, be entitled to institute proceedings before the Purchaser's venue or before any other venue which, pursuant to the provisions of the Danish Administration of Justice Act (Retsplejeloven), is the proper venue.
- Any dispute which may arise between Stibo Complete and the Purchaser, including disputes concerning the interpretation of the present general terms and conditions of sale and delivery, shall be settled in accordance with Danish law. Unless deviations have been stipulated in the present general terms and conditions of sale and delivery, the Danish Act no. 102 of 6 April 1906 with subsequent amendments shall apply.