

## General terms and conditions of sale and delivery of Stibo Graphic

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 Graphic and the Purchaser.

### § 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

1. All prices are exclusive of VAT and delivery.

2. Any prices agreed by Stibo Graphic and the Purchaser and any quotations and order confirmations issued by Stibo Graphic 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.

3. In addition to the quoted or agreed price, Stibo Graphic 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 Graphic 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 attributable to the Purchaser.

### § 3. Delivery

1. No promises of delivery shall be binding on Stibo Graphic until an order confirmation has been issued.

2. 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.

3. Stibo Graphic'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 Graphic'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 Graphic and/or any additional costs incurred by Stibo Graphic as a result of such delay.

### § 4. Payment

1. Net cash within 30 days of delivery. If delivery can be effected as part deliveries, Stibo Graphic shall be entitled to effect successive deliveries and to submit invoices in respect of each individual part delivery.

2. 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 Graphic with the oldest invoices being written down first.

3. 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 Graphic shall be entitled to issue part invoices.

4. In the event of failure on the part of the Purchaser to pay Stibo Graphic or any other company under Stibo A/S, regardless of whether the purchase is maintained or cancelled, Stibo Graphic 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.

5. In the event that Stibo Graphic cannot obtain valid documentation of the Purchaser's ability to pay due or future invoices in respect of work in progress, Stibo Graphic and other companies under Stibo A/S shall be entitled to stop all work on and all deliveries of orders until such security as Stibo Graphic may request has been furnished.

### § 5. Ownership, copyright, etc.

1. The copyright in any preliminary sketches and concepts, creative presentations, original materials, etc. developed by Stibo Graphic shall rest with Stibo Graphic and no such materials shall be disclosed to any third party without the consent of Stibo Graphic.

2. All preliminary sketches, intermediary products, materials, tools, etc. produced or procured by Stibo Graphic for use in connection with the delivery shall remain the property of Stibo Graphic. This shall apply regardless of whether the materials procured have been invoiced separately.

3. 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.

4. Stibo Graphic shall be entitled to produce a reasonable number of test prints for its own use. Such test prints shall only be used by Stibo Graphic for the purpose of marketing. The test prints shall not be sold.

### § 6. Delays

1. 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

1. Stibo Graphic 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.

2. Stibo Graphic 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 print run delivered may deviate by +/- 10 per cent from the agreed print run. In cases where maximum or minimum quantities are requested, the tolerance is -20 per cent and +20 per cent, respectively.

3. 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.

4. 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.

5. Stibo Graphic 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 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 Graphic can be shown by the Purchaser. Reference is generally made to Clause 8 (1)-(2).

### § 8. Force majeure

1. In the event of delay in delivery and/or non-conformities in the delivered goods, Stibo Graphic 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 Graphic'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.

2. 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 Graphic

1. 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 Graphic can be shown by the Purchaser.

2. Stibo Graphic 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

1. Stibo Graphic 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 Graphic 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 Graphic for such liability. The Purchaser shall be obliged to have proceedings brought against him before the court hearing the question of Stibo Graphic's liability in relation to third parties.

### § 11. Liability

1. Stibo Graphic 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 (Produktansvarsløven)), and Stibo Graphic's liability for such personal injury shall be limited to such injuries as must be borne by Stibo Graphic pursuant to mandatory rules of law laid down in the Danish Products Liability Act.

2. Under no circumstances shall Stibo Graphic be held liable for any damage caused by products other than personal injury. Thus, Stibo Graphic 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.

3. Stibo Graphic shall not be liable or liable in damages for operating losses, loss of profit or any other indirect losses.

4. To the extent that product liability is imposed on Stibo Graphic in relation to third parties beyond the scope of such liability set out in Clause 11 (1)-(3), the Purchaser shall indemnify Stibo Graphic so that Stibo Graphic'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 Graphic's liability for products supplied to the Purchaser.

5. Stibo Graphic accepts no liability for losses or damage to property such as, for example, originals, materials, etc. which do not belong to Stibo Graphic, but which have been submitted to Stibo Graphic by the Purchaser for the purpose of an agreed assignment or for the purpose of storage, including the storage of works undertaken by Stibo Graphic. Stibo Graphic 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 Graphic or Stibo Graphic's employees. The Purchaser shall arrange for the taking-out of insurance of the object against damage and destruction.

### § 12. Subsuppliers

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

### § 13. Printer

1. Stibo Graphic shall be entitled to be named as the printer in the printed material.

### § 14. Venue and governing law

1. 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 Graphic. Stibo Graphic 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.

2. Any dispute which may arise between Stibo Graphic 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.