

SALES AND DELIVERY TERMS ETIFLEX A/S

General section:

The sales and delivery terms below apply to the sale of products from ETIFLEX A/S to the customer, unless amendments have been expressly accepted in writing by ETIFLEX A/S.

1. Quotations, acceptance and confirmation of orders.

1.1 Quotations are binding. Unless any other deadline for acceptance is indicated in the quotation, prices and conditions will apply for 30 days from the date of quotation.

1.2 The submission of orders from customers shall be followed up with an order confirmation in writing with these sales and delivery terms attached, before an agreement is finally entered.

1.3 All proofs shall be returned to/received by ETIFLEX A/S signed as part of the agreement.

1.4 Verbal proof corrections, including corrections by means of telephone, are the responsibility of the customer.

2. Price.

2.1 All prices are exclusive of VAT.

2.2 ETIFLEX A/S is entitled, at any given time, including after final agreement has been entered into, to adjust prices based on documented changes in the prices of goods and services necessary to fulfil the agreement.

2.3 In the event of changes to taxes, fees or similar charges that enter into force during the period between quotation/order confirmation, ETIFLEX A/S reserves the right to increase the price of the product correspondingly.

2.4 The preparation of sketches, layouts, artwork, draft text, proofs, specimen sheets, cromalin etc. will be at the customer's expense, unless otherwise explicitly agreed. Quotations/order confirmations provided in a foreign currency may be amended in line with changes in the exchange rate before payment is made.

2.5 ETIFLEX A/S is entitled to request separate payment for work incurred as a result of defects in materials supplied by the customer, corrections following submission/acceptance of an order, overtime or other measures subsequently agreed upon.

3. Payment.

3.1 Unless otherwise stated in the quotation/order confirmation, the last date for timely payment is 30 days after the date of invoice. Payment is net cash.

3.2 If payment is made after the last timely date of payment, the customer may be charged default interest of 10% per annum to be paid in addition to the official bank rate, from the date of invoice.

4. Delivery.

4.1 Delivery will take place at the agreed time. This does not apply, however, if timely delivery is prevented due to conditions at the customer. In this case, ETIFLEX A/S may request a postponement of delivery and compensation for expenses.

4.2 A delay is only significant if delivery fails to take place without unwarranted delay following a reminder.

4.3 Unless otherwise agreed, the product is delivered when it is ready for collection from ETIFLEX A/S's location.

4.4 If it is agreed that the product will be shipped, the product is delivered when it is ready for shipping from ETIFLEX A/S's location and handed over to an independent freight carrier. If the products are to be digitally delivered, delivery shall be made to the e-mail address provided by the customer for the purpose of delivery, or (at the customer's own risk) by uploading to an external server designated by the customer for the purpose of delivery.

4.5 Retention of title

Notwithstanding the actual delivery of the products (delivery in a legal perspective), title to the products shall not pass to the customer until the purchase price has been paid in full. Accordingly, ETIFLEX A/S retains title to the products until the purchase price has been paid in full.

5. Who bears the risk for accidental damage?

5.1 The risk transfers to the customer once the product is delivered. This will apply regardless of whether ETIFLEX A/S has wholly or partly accepted to pay the shipping costs etc.

5.2 Safekeeping/storage of products at the premises of ETIFLEX A/S upon the request of the customer will be at the customer's risk.

5.3 Where requested to, ETIFLEX A/S is obliged to take out the required transport insurance at the customer's expense.

6. Defects.

6.1 ETIFLEX A/S has no liability for errors that the customer has not corrected in writing in proofs or specimen proofs.

6.2 Minor deviations from an approved sample or agreed specification will not entitle the customer to a reduction in price or to refuse to accept the delivery.

6.3 ETIFLEX A/S is entitled to deliver quantities that differ upwards or downwards from the order or quoted quantity by up to 10%. The actual quantity delivered will be charged at the agreed unit price.

6.4 Once the product or a product sample from this has been received by the customer, the latter is obliged to immediately examine this. Errors detected during this examination shall be notified immediately to ETIFLEX A/S in writing. Errors or defects that are not found until a later date shall also be notified to ETIFLEX A/S as soon as these are established. ETIFLEX A/S cannot be held liable for errors that should have been detected during the examination in the case of later complaints.

6.5 Delays in complaining in accordance with the above rules will mean that the customer will lose the right to put in a claim for the defects.

6.6 If a defect can be redressed without any special inconvenience to the customer, the former must tolerate ETIFLEX A/S taking remedial action, including redelivery.

6.7 If the customer provides paper or other items for the delivery, ETIFLEX A/S will not be liable for any errors or defects attributable to these.

6.8 It is the customer's responsibility to ensure that the product can be used for the specific purpose it is intended for. The customer bears the responsibility for any deviation from this use.

6.9 ETIFLEX A/S is not liable for faults in the product arising as a result of incorrect storage/handling by the customer.

6.10 This exemption of liability clause will not apply, however, if the damage/loss has been caused as a result of gross negligence by ETIFLEX A/S.

7. Claimant's default.

7.1 If the customer does not collect the product at the agreed time, the product will be stored at ETIFLEX A/S's premises at the customer's expense and risk. ETIFLEX A/S is entitled to sell the product to another party where there is a market for the product and to use the selling price to set off against warehouse rent, other costs and loss of earnings.

8. Ownership, copyright and liability, including product liability.

8.1.1 Regardless of the technology used to produce these and regardless of the manner of storage, ETIFLEX A/S's sketches, layout, artwork, draft text etc. are the sole and exclusive property of ETIFLEX A/S and may not be passed on to a third party without ETIFLEX A/S's permission.

8.1.2 Regardless of the technology used to produce these and regardless of the manner of storage, anything ETIFLEX A/S has produced or had produced for use in the delivery, be this preliminary work or intermediate products, such as reproduction and printed media, and tools, e.g., punching and stamping tools, are ETIFLEX A/S's property and no request can be made to have these handed over after delivery. This will apply regardless of whether what has been produced has been invoiced separately.

8.1.3 Apart from punching tools, the production equipment previously referred to and produced by ETIFLEX A/S, may only be used for work for the customer.

8.1.4 Materials used for production are to be stored at ETIFLEX A/S to be used for new orders, as long as they can be used - but for a maximum of 3 years. Materials supplied by the customer are the customer's property and will be handed over to him upon the submission of a written request within 1 month of delivery of the product. Material that has gone astray will not be replaced.

8.1.5 ETIFLEX A/S accepts no liability for the customer not having the necessary rights to the material submitted for use in the production of the product.

8.1.6 If ETIFLEX A/S violates a third party's rights because the customer did not have the necessary rights to the material, recourse may be sought against the client for any financial claims ETIFLEX A/S may encounter as a result.

8.1.7 ETIFLEX A/S may also seek recourse if the product is contrary to official regulations.

8.1.8 In the event of delivery being prevented as a result of force majeure, ETIFLEX A/S will not incur any liability and may wholly or partly annul the agreement or postpone the delivery with a reasonable deadline in the circumstances beyond the deadline for delivery.

8.1.9 Force majeure are: Industrial conflicts, military call-ups, war, blockades, barricades, political disturbances, government interventions of different kinds, such as seizures, export and import bans as well as refusals of export and import applications on the part of the authorities, fire, water damage and other natural disasters, transport disruptions or disruptions to train services, harbours or other traffic institutions and means of transport, shortages on the world market, currency restrictions and failure to appear or delays on the part of ETIFLEX A/S's suppliers as a result of a force majeure or other similar force majeure situations.

8.1.10 ETIFLEX A/S is, regardless of the basis of liability, not liable for operating losses, loss of profits or other indirect - or financial consequential losses.

8.2 Liability for damages/injuries caused by the delivery (product liability).

8.2.1 ETIFLEX A/S is responsible for any damage caused by delivered products in accordance with Danish product liability law with the limitations specified in this section. 8.2.

ETIFLEX A/S is not responsible for damage to property, unless otherwise is provided for by mandatory law, however, responsibility for damage to property can never exceed the price of the products causing the damage.

ETIFLEX A/S only assumes responsibility for personal injury if it is proven that the injury/damage incurred is due to negligence on the part of ETIFLEX A/S or someone else for which ETIFLEX A/S assumes liability and to the extent the injury/damage incurred could not have been averted by the buyer's inspection of the delivered products.

8.2.2 ETIFLEX A/S is not liable for losses due to unfortunate accidents, accidental damage or negligence on the part of ETIFLEX A/S or its employees or sub-suppliers, unless the incident is caused by gross negligence on the part of ETIFLEX A/S. Under no circumstances will ETIFLEX A/S be liable for operating losses, loss of time, loss of profits or similar indirect losses or other financial consequential losses.

8.2.3 The customer shall indemnify ETIFLEX A/S to the extent ETIFLEX A/S incurs liability to a third party in respect of the kind of damage or loss ETIFLEX is not liable to the customer for in accordance with these sales and delivery terms.

8.2.4 In the event of a third party making a claim against one of the parties regarding liability to pay compensation pursuant to this clause, this party must immediately inform the other party of this.

8.2.5 ETIFLEX A/S and the customer are mutually bound to become the subject, or otherwise participate in the case, of legal proceedings in a court of law or arbitration tribunal hearing for any claim for damages against either party based on a damage or loss that has allegedly been caused by the product.

9. Disclaimer.

9.1 Regardless of any liability incurred by ETIFLEX A/S, whether this be in the form of liability for defects, liability for delay, commercial or product liability or any other liability, compensation from ETIFLEX A/S can never exceed the amount of the invoice for the service in question, unless the liability of ETIFLEX A/S is covered by insurance. In this case the claim cannot exceed the maximum insurance amount pertaining to the insured event.

10. Miscellaneous.

10.1 ETIFLEX A/S is entitled to have the work wholly or partly performed at sub-suppliers.

11. Court venues and applicable law.

11.1 Apart from events referred to in the last paragraph of clause 8, legal proceedings shall be brought at the court in the place where ETIFLEX A/S conducts its business.

12. GDPR

12.1 It is the sole responsibility of the customer to ensure that the duty of disclosure in accordance with the General Data Protection Regulation, towards the particular person(s) appearing in the material to be used by ETIFLEX A/S and subsequently stored by ETIFLEX A/S, is observed.

12.2 Danish Law shall apply in the event of any dispute between the parties.

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