

Terms of delivery pertaining to plast film and products manufactured hereof

BASIS OF AGREEMENT

Unless otherwise agreed in writing between the parties all deliveries of film products shall be subject to the following terms of delivery.

OFFER

Supplier's offer shall remain binding up to and including the day of the week following the date of the offer unless other terms have been specifically indicated.

ORDER

No order shall be binding on the supplier unless confirmed in writing.

PRICE

Information in price lists etc. shall be considered as a guide only and excluding Value Added Tax. All prices shall be understood excluding costs of drawings, printing blocks, photographic work, photogravure pressure rollers and other reproduction materials.

TIME OF DELIVERY

In case the vendor fails to deliver the goods within the time of delivery agreed upon or within a prolonged time of delivery occasioned by force majeure, the purchaser may inform the vendor in writing about the fixing of a reasonable final delivery deadline after which he intends to rescind the agreement. In case delivery is not effected within this deadline the purchaser may rescind the agreement by notifying the vendor in writing.

In case the agreement is rescinded pursuant to the foregoing stipulation the purchaser shall be entitled to demand compensation which shall not exceed the additional costs in connection with the purchase of similar goods elsewhere and shall not comprise trading loss, loss of profit and other indirect loss. Where the agreement is not rescinded, the purchaser shall not be entitled to compensation.

PAYMENT

The terms of payment shall be net cash 30 days after the date of invoice. In case the purchaser fails to take delivery of the goods, the goods shall be paid for nevertheless. If amounts due for payment have not been paid in time, interest on overdue payments shall accrue from the due date of payment.

OWNERSHIP RESERVATION

Goods delivered shall remain the property of the vendor until payment has been made in full.

DEFECTIVE GOODS

In case the goods do not comply with the specifications given by the vendor or in case the quality is not up to the usual standard of the product in question the vendor shall undertake to replace the goods or remedy the defects without expense to the purchaser.

Beyond this the vendor shall not be responsible for any loss unless he has displayed gross negligence. This shall also apply in case of loss of production, trading loss, loss of profit and other indirect loss as well as the effects of defective imprint on packing articles, including line coding.

LINE CODING

The vendor shall imprint line codes in accordance with line code specifications agreed upon.

Line codes as put on packings shall be considered an integral part of the packing. As visual and electronic readability is also to great extent depending on factors beyond the vendor's control, the vendor shall assume no responsibility for loss, whether direct or indirect, arisen in connection with the lacking readability of the line coding.

COMPLAINT

Invoking of defects in the goods shall be made by the purchaser in writing to the vendor without undue delay and at the latest three months after delivery.

TOLERANCES

The vendor reserves the right for the following tolerances:

Quantity:	+/- 10 per cent.
Thickness:	+/- 10 per cent.
Width and length:	+/- 5 per cent.
Placing of print:	A reasonable tolerance.
Film and print colours:	Variations in colour shades and registrations within normal commercial tolerances.

REPRODUCTION MATERIALS

Drawings, blocks, photographic work, films, photogravure pressure rollers and other reproduction materials shall be the property of the party who has defrayed all expenses connected with the production. The vendor shall keep the reproduction material for two years unless it belongs to the purchaser and where he requests the material to be returned to him.

INDUSTRIAL OWNERSHIP

The purchaser shall be responsible for safeguarding against violation of copyright, patents, trade marks, patterns and the like.

PRODUCT LIABILITY

The vendor shall only be liable for damage caused by the sold goods provided it can be proved that the damage can be traced back to an error committed by the vendor or by his staff.

However, the vendor shall never be held liable for trading loss, loss of profit or other indirect loss.

The vendor's liability for damage to property shall not exceed Danish kroner 1,500,000.

To the extent where the vendor might incur liability in connection with the use made by the purchaser of the sold goods - including resale - the purchaser shall indemnify the vendor for the liability which he might incur to the extent where the liability exceeds the above mentioned limits.

The purchaser shall be obliged to let himself be summoned to the same court as is trying claim for damages against the vendor in connection with the sold goods.

FORCE MAJEURE

If a delay is caused by any of the circumstances as mentioned in the following and having occurred after the entering into the agreement the time of delivery shall be extended to the extent that is considered reasonable in the circumstances:

Industrial disputes and any other circumstances beyond the control of the parties, such as fire, war, mobilization or unforeseen call-up of armed forces to a comparable extent, requisition, seizure, currency restrictions, riots and civil commotion, shortage of transport, general shortage of goods, rejection of major productions, restrictions in the supply of power as well as defects or delays in deliveries by subcontractors if caused by any of the circumstances mentioned above. The party wishing to claim relief by reason of any of the said circumstances shall notify the other party in writing without delay of the intervention and the cessation thereof.

Either party shall be entitled to terminate the agreement by notifying the other party in writing provided that the performance of the agreement within a reasonable time becomes impossible by virtue of such circumstances.

LAW APPLICABLE AND VENUE

Any dispute arising out of the agreement shall be settled according to Danish rules of law and in the Maritime and Commercial Court of Copenhagen as venue with the exception of legal proceedings according to the paragraph on product liability, subsection 5.