

4labels a/s General Terms and Conditions of Sale and Delivery

The general terms and conditions of sale and delivery shall apply except when an amendment is specifically approved by the Supplier in writing.

Offer and order confirmation

An offer shall be valid for a period of 30 days from the offer date, except when an alternative acceptance date is stated in the offer.

An offer shall be binding, although 4labels a/s makes reservations for typing errors.

An agreement shall not be deemed final until, after the Customer has made his order, the order is confirmed in writing. Order confirmation shall be sent with 4labels a/s' general terms and conditions of sale and delivery.

All proofs and trial prints returned to and received by the Supplier with the Customer's signature shall be deemed part of the Agreement.

Subsequent changes made orally or over the telephone shall be made at the Customer's own risk.

Prices

All prices are excl. Danish VAT.

In the event that amendments to fiscal duties should come into force between the date of the offer/order confirmation and delivery, 4labels a/s reserves the right to raise the price or prices correspondingly.

Trial prints, drawings, layout, proofs, etc. shall be undertaken at the Customer's expense, unless an alternative is agreed.

Prices stated in foreign currencies shall be subject to change in line with exchange rate fluctuations until payment is made.

4labels a/s shall be entitled to demand payment for extra work of any kind arising due to errors in the basic material supplied by the Customer, corrections after the order has been confirmed or accepted, overtime or other contingencies that may subsequently be agreed.

Payment

Due date for payment is 30 days from date of invoice, unless an alternative agreement has been reached.

Net cash payment is applicable.

Delivery

Delivery shall be made at the agreed time.

This condition shall be waived in the event that Customer's circumstances prevent delivery at the agreed time.

A delay shall be deemed significant in the event that delivery is not made immediately following a demand from the Customer.

A product shall be deemed delivered when it is ready to be collected from 4labels a/s' company address, unless an alternative has been agreed.

Risk

The risk shall befall the Customer on delivery of the product.

In the event that the Parties have agreed that the product is to be sent, the risk shall befall the Customer from the shipping time and date. This shall also apply if the product is delivered carriage paid.

Storage/warehousing of products at 4labels a/s at the Customer's request shall be at the Customer's own risk.

4labels a/s shall be obliged at the Customer's request and expense to purchase appropriate transport insurance.

Defects

4labels a/s shall accept no liability for any defect that the Customer may not have corrected in writing on proof/trial print.

In case of minor deviations from approved trial print or agreed specification, the Customer shall not be entitled to a price discount or to refuse to accept products as ordered.

4labels a/s shall be entitled to deliver a quantity that deviates plus/minus 10 % from the quantity ordered or offered.

In the event that the product or an outage sample should fall into the Customer's possession, he shall be obliged to investigate this immediately. 4labels a/s shall be notified in writing of any defects thus identified. 4labels a/s shall also be notified immediately if errors or defects are discovered subsequently. 4labels a/s cannot accept liability for any defects that should have been discovered during this inspection.

In the event of a delay in making a claim in connection with the above-stated regulations, the Customer shall forfeit the right to maintain such a claim.

In the event that the Customer should supply or procure materials or make another contribution to the delivery, 4labels a/s shall not accept liability for errors or defects that may originate from this material.

It shall be incumbent on the Customer to ensure that the product is suitable for the purpose for which it is intended. The Customer shall be liable if the product is used for a purpose for which it is not intended.

4labels a/s shall accept no liability for product defects occurring in connection with incorrect handling/storage on the part of the Customer.

Creditor default

In the event that the product is not collected by the Customer at the agreed time, the product shall be stored at 4labels a/s' address at the Customer's risk and expense. In the event that there is a market for the product, 4labels a/s shall be entitled to sell the product to a third party. The sales sum shall be offset against warehousing costs, other costs and lost profit.

Copyright, liability and property rights, including product liability

Trial prints, drawings, layout, proofs and similar material regardless of how these are produced, shall remain the property of 4labels a/s and may not be transferred to a third party without 4labels a/s' permission.

Any material procured by or for 4labels a/s for use in the delivery, be they preliminary or semi-manufactured products, such as reproduction or print media (regardless of the technique used to produce them and regardless of how they are stored) or tools, for example, punch or embossing tools, shall be regarded as 4labels a/s' property. The material cannot be returned after the assignment is completed. This shall apply also in the event that the Customer has been invoiced for the material procured.

Any production equipment procured by 4labels a/s as stated above, with the exception of embossing tools, can be used exclusively in connection with assignments for the Customer.

Any material delivered by the Customer shall remain the Customer's property and shall be returned at the Customer's request within one month of delivery of the product.

Lost material shall not be replaced.

4labels shall accept no liability for failure to deliver or delayed delivery due to occurrences of force majeure. 4labels shall be entitled partially or wholly to cancel the Agreement or to postpone delivery beyond the agreed delivery date with reasonable grace taking the given circumstances into account.

Occurrences of force majeure include the following:

Armed conflict, blockade, political unrest, barricades, military conscription, labour disputes, government sanctions of different kinds, such as confiscation, import or export embargo and refusal by the authorities to approve export and import applications, conflagration, floods and other natural disasters, interruption of traffic including rail, port or other traffic institutions and means of transport, global product shortages, foreign currency restrictions and default or delay on the part of 4labels a/s' supplier due to force majeure, and other similar occurrences of force majeure.

4labels a/s shall under no circumstances accept liability for damages in the event of defects or delay in excess of the invoice price.

4labels a/s cannot accept liability in the event that the Customer does not have the necessary rights to the material delivered for use in producing the product.

In the event that 4labels a/s infringes the rights of a third party because the Customer does not have the necessary rights to the material, 4labels a/s shall be entitled to claim legal recourse for any financial claim lodged against 4labels a/s in this connection.

4labels a/s shall also be entitled to claim legal recourse if said product fails to meet official regulations.

Liability for damage caused by the delivery (product liability)

4labels a/s shall only accept liability for personal injury if it can be proven that the injury was caused in connection with error or neglect by 4labels a/s or by anyone for whom 4labels a/s is responsible.

The Supplier shall under no circumstances accept liability for operating losses, loss of profits or other consequential financial losses.

In the event of a third-party claim for damages against one of the Parties, the Party shall immediately notify the other Party hereof.

4labels a/s and the Customer are mutually obliged to allow charges to be brought against themselves at a court of law or arbitration tribunal handling a claim raised against one of the Parties for loss or damage caused by the product.

Miscellaneous

4labels a/s shall be entitled partially or wholly to allow assignments to be carried out by sub-suppliers.

Legal venue and choice of law

Legal cases other than those mentioned above (section 8, final paragraph), shall be processed in the jurisdiction of the court for the area in which 4labels a/s operates.

In case of a dispute between the parties, Danish law shall apply.