

Terms of Sale and Delivery for hl-repro a/s

1 **Object:**

The Terms of Sale and Delivery stated below shall apply between a buyer (hereinafter called the Buyer) and hl-repro a/s (hereinafter called hl-repro), to the extent to which they are not derogated from by express agreement between the parties. The terms shall apply from 1 October 2002 and shall replace any and all previous terms.

2 **Quotation, Acceptance and Agreement:**

a: A quotation shall be binding on hl-repro for 30 days from the quotation date.

b: An agreement has been entered into between the parties with binding effect when the Buyer's acceptance - without any changes or reservations - has been received by hl-repro before the expiry of the deadline stipulated under a.

c: In cases where the Buyer does not give an express acceptance, an agreement shall be regarded as having been entered into when hl-repro has given an order confirmation of an order received.

d: Any quotation from hl-repro shall be subject to the material and processes being processable as assumed in the quotation material and, where the delivery comprises proofreading, 1 copy shall be included for hl-repro's own use.

3 **Prices:**

a: All prices are exclusive of VAT and delivery costs.

b: In addition to the price quoted or agreed, hl-repro may demand separate payment for any overtime work or other measures if the Buyer requires particularly urgent delivery.

c: hl-repro may also demand extra payment for copying and forwarding of the Buyer's digital data to a third party.

d: If hl-repro has taken delivery of raw materials especially for use for the manufacture of an agreed delivery, and the Buyer subsequently postpones or cancels the order, hl-repro shall be entitled to demand payment for this. The raw materials shall be the property of the Buyer once such payment has been made.

e: hl-repro reserves the right immediately to change its prices in the event of any significant exchange rate changes or raw material price increases.

4 **Delivery:**

a: Unless otherwise agreed, the place of delivery shall be the Buyer's address. hl-repro will take care of the transport of the products. The risk before and during transport shall rest with hl-repro.

b: Delivery shall be regarded as having been made upon surrender of the products to the Buyer.

c: Delivery shall be made at the time agreed unless a delay is due to an act or omission on the part of the Buyer or to circumstances described in Clause 9a. In such cases, hl-repro shall be entitled to postpone the time of delivery or cancel the agreement.

d: If a time of delivery has not been agreed, it will be fixed by hl-repro.

e: The Buyer shall be under an obligation to complain immediately after a delay has been ascertained. In the event of any failure to do so, the delay shall have no legal effect.

5 **Payment:**

a: Unless otherwise agreed, hl-repro's terms of payment are 8 days net cash.

b: In the event of any overdue payment, hl-repro shall be entitled to charge default interest at the rate of 2% per commenced month from the due date.

c: If the Buyer's approval of the proofread of an order in progress drags on for more than 30 days, hl-repro shall be entitled to issue a part invoice for the order in progress.

6 **Filing, Title and Copyright:**

a: The basic material provided by the Buyer shall, as a general rule, be returned to the Buyer concurrently with the concluding delivery of printing formes under the assignment. The final data of the assignment will be filed by hl-repro and will be kept for the Buyer's risk and may be destroyed after 12 months without any further notice.

b: The title to the final data of the assignment, including the copyright, and consequently the right to copy the completed delivery, shall belong to the Buyer. To the extent to which the Buyer's basic material or copies hereof are stored at hl-repro in full or in part, hl-repro shall be responsible for ensuring that no other party than the Buyer acquires knowledge of said material unless otherwise agreed between the parties.

c: The intermediate stages that are performed by hl-repro during the production process until the finished product has been produced, and for which the data are not identical with the basic material supplied by the Buyer or with the end product delivered by hl-repro, shall be regarded as intermediate material. hl-repro shall have the title to any such intermediate material.

7 **Delay:**

If delivery is not made on time and this is not due to the Buyer's affairs or conditions or a circumstance stated in Clause 9a, the Buyer may choose to demand delivery or cancel the purchase.

8 **Defects:**

a: As a general rule, hl-repro shall be liable for any defects in a delivery.

b: hl-repro shall be entitled to and under an obligation to remedy a defect as quickly as technically possible. In those cases in which hl-repro is responsible for the defects, these shall be remedied without any extra costs for the Buyer.

c: hl-repro shall, if possible, perform quality control before delivery takes place. If the Buyer's conditions, for example a demand for particularly urgent delivery or delivery outside normal working hours, make it impossible to perform the usual quality control, this may be a contributory cause of a defective or faulty delivery. In such cases, hl-repro may demand payment for any extra costs connected with remedying the defect.

d: hl-repro shall not be liable for any errors that the Buyer has not pointed out in writing by corrections in the proofread, including cromalin, print, digital data, proof copy or the like.

e: The Buyer shall be under an obligation to check the quality of the products immediately after delivery. The obligation to check the quality shall be particularly rigorous in the cases mentioned in c.

f: The Buyer shall be under an obligation to complain about a defective or faulty delivery immediately.

g. This has the effect that, in the event of a defective or faulty delivery, hl-repro will solely undertake an obligation to make a replacement delivery free of charge and shall not incur any further liability for damages for machine downtime, working hours or any consequential effects of the Buyer having

implemented a printing process or any other further processing.

9 **Liability:**

a: In the event of a delay in delivery, the Buyer cannot bring a claim against hl-repro if the delay is due to a defect in or damage to hl-repro's production equipment, industrial disputes or other circumstances beyond the control of hl-repro a/s such as fire, water damage, acts of God, war, exchange controls, shortage of means of transport or materials, restrictions on electricity and other situations of force majeure.

b: The same shall apply if hl-repro's sub-suppliers are affected by circumstances corresponding to those stated under a.

c: hl-repro cannot be held liable for the Buyer's operating loss, loss of profit or any other indirect loss incurred in the event of any delay and/or defects in the products delivered.

d: hl-repro shall have no liability for any third-party rights to the products delivered.

e: The Buyer's quality control will take over the full responsibility upon the commencement of the printing. In the event of any errors or defects in printing formes, including sleeves, plates, film, files and the like, no claim may be made against hl-repro for any resulting errors or defects. In such a situation, hl-repro shall solely be under an obligation to supply a new, corrected printing forme free of charge as soon as this is technically possible.

10 **Sub-suppliers:**

hl-repro shall be entitled to let the work be performed by sub-suppliers in full or in part at any given time.

11 **Governing Law and Venue:**

a: To the extent to which the state of law has not been laid down in the present Terms of Sale and Delivery, Danish legislation and existing Danish law shall apply in the event of any dispute between the parties.

b: Any dispute shall be settled by Danish courts of law and in accordance with Danish rules on the proper venue. The danish text of the "Terms of sale and delivery" shall have precedence over this translated version.

Hedensted, 1 October 2002.