

Conditions of Sale and Delivery for  
**reprocentret a/s 2018**

**repro**centret

## CONDITIONS OF SALE AND DELIVERY 2018

### 1 OBJECT:

The following terms and conditions of sale and delivery apply to the Ordering Entity and **reprocentret a/s** provided that they are not derogated from by an explicit agreement to this effect between the parties. The terms shall apply from July 2018 and shall replace any and all previous terms.

### 2 QUOTATION AND AGREEMENT:

- 2.1 The quotation is binding on **reprocentret a/s** for fourteen (14) days from the quotation date.
- 2.2 An agreement is concluded when the Ordering Entity's acceptance has been received by **reprocentret a/s**.
- 2.3 In instances where the Ordering Entity has not specified explicit acceptance, the agreement is concluded once **reprocentret a/s** has issued confirmation of an order received.
- 2.4 The quotation is contingent on the following prerequisites:
  - That the materials and processes can be mechanically processed as presumed in the quotation.
  - That the Ordering Entity does not demand that the work be performed as part deliveries rather than one combined delivery, as specified in the quotation.
  - That the material submitted by the Ordering Entity corresponds to the quotation submitted **reprocentret a/s**.

### 3 PRICE:

- 3.1 All prices are exclusive of VAT and delivery charges.
- 3.2 Prices in foreign currency are based on the exchange rate in Danish kroner (DKK) in effect on the quotation date or order confirmation date. For exchange-rate changes occurring before payment, **reprocentret a/s** reserves the right to change the price correspondingly.
- 3.3 In addition to the quoted or agreed price, **reprocentret a/s** is entitled to demand payment for the following:
  - Extra work as a result of the source material given to **reprocentret a/s** by the Ordering Entity turning out to be incomplete, unsuitable or inadequate.
  - Extra work resulting from the Ordering Entity requesting corrections or changes to the submitted material after the work process has commenced.
  - Extra work resulting from the Ordering Entity carrying out more proofreading cycles than agreed in the quotation.
  - Overtime and other measures agreed with the Ordering Entity after the signing of the agreement.
  - Storage, delivery, handling and dispatch of the Ordering Entity's digital or analogue material and tools after delivery has taken place.
  - Extra work caused by the agreement not being able to be implemented in a continuous production process due to circumstances at the Ordering Entity.
  - Raw materials that form part of a specific order which is subsequently cancelled or deferred.

### 4 DELIVERY:

- 4.1 Delivery takes place at the time agreed with the Ordering Entity, though subject to delays or obstacles caused by:
  - An act or omission of the Ordering Entity.
  - Faults or damage to production equipment which has verifiably caused a delay or damaged the production process.
  - Industrial conflicts of every description.
  - Every circumstance that is beyond the control of **reprocentret a/s**, such as fire, water damage, natural disasters, war, mobilisation or unforeseen military induction of a similar scope, requisitioning, confiscation, insurrection, civil disorder, currency restrictions, transport irregularities, scarcity of goods, motive-power restrictions, bans on exports and imports and other similar force majeure situations.
- 4.2 In the event of such delays, **reprocentret a/s** is entitled to prolong the delivery time or rescind the agreement.
- 4.3 If an incident such as the above renders the performance of **reprocentret a/s** delivery obligations more costly, **reprocentret a/s** is under an obligation to meet the delivery obligations, provided that the Ordering Entity states its willingness to pay the additional charge calculated by **reprocentret a/s**.
- 4.4 In the event that a delivery date has not been agreed, **reprocentret a/s** determines the delivery date.

### 5 PAYMENT:

- 5.1 Unless otherwise agreed, payment shall be made within eight (8) days of the invoice date
- 5.2 Interest accrues from the due date at **reprocentret a/s's** interest rate in effect from time to time. The interest rate is currently 9.7% p.a.
- 5.3 At the request of **reprocentret a/s**, the Ordering Entity is at any time under an obligation to provide a bank guarantee as security for payment. If this request is made after the signing of the agreement, **reprocentret a/s** is under an obligation to indemnify the Ordering Entity for any expense relating to this.
- 5.4 If the Ordering Entity has not approved the proofs within thirty (30) days, **reprocentret a/s** shall be entitled to invoice the order in part.
- 5.5 If the Ordering Entity does not pay **reprocentret a/s** on time, further work may be postponed until the full due amount has been received.

### 6 FILING, TITLE AND COPYRIGHT:

- 6.1 Whatever **reprocentret a/s** produces or has outsourced in terms of preparatory work, intermediate products, materials, tools, etc., for use in fulfilling the order is the property of **reprocentret a/s**. This shall apply regardless of whether the produced material is invoiced separately.
- 6.2 Basic material received by the Ordering Entity may be returned within twelve (12) months, if required, after which it will be destroyed without further notice.

## 7 DELAY:

- 7.1 If delivery is overdue, and this is not due to circumstances at the Ordering Entity or to an unforeseen event for which the Ordering Entity bears the risk, the Ordering Entity can choose between prolonging the delivery date or rescinding the purchase.

## 8 FAULTS AND DEFICIENCIES:

- 8.1 **reprocentret a/s** cannot be held liable for defects which the Ordering Entity has not corrected in writing during the proofreading process, including printed material, digital information, proof copy and similar.
- 8.2 The Ordering Entity is not entitled to a discount or to refuse to accept the service/product ordered in the event of minor deviations from an approved proof copy or agreed specification.
- 8.3 If an order is defective, the Ordering Entity is responsible for filing a complaint immediately. If the Ordering Entity fails to file a complaint or files a complaint too late, the Ordering Entity loses the right to advance the claim concerning the defect. **reprocentret a/s** is entitled to remedy a defect.

## 9 LIABILITY TO PAY DAMAGES:

### Liability:

- 9.1 **reprocentret a/s** cannot be held liable in damages vis-à-vis the other party to the agreement unless the loss was caused by an intentional act of **reprocentret a/s** or resulted from **reprocentret a/s's** gross negligence.
- 9.2 **reprocentret a/s** cannot at any time – the cause notwithstanding – be held liable for the Ordering Entity's operating loss, loss of profit, loss of time or other indirect loss, including the loss of production, sales, earnings, time or goodwill.
- 9.3 The Ordering Entity's quality control shall assume full liability from the commencement of printing. In the event of errors to print templates, including printing plates, foil, files etc., **reprocentret a/s** shall not be liable for consequential loss, but shall solely be under obligation to supply new, corrected print templates.

### Product liability:

- 9.4 **reprocentret a/s** can be held liable in terms of product liability in accordance with the provisions of the Danish Product Liability Act, which cannot be dispensed with by agreement between the parties.

### Additional:

- 9.5 To the extent third-party product liability is imposed on **reprocentret a/s**, the Ordering Entity is obliged to indemnify **reprocentret a/s** to the same extent to which **reprocentret a/s's** liability is limited according to the above provisions.
- 9.6 **reprocentret a/s** cannot at any time – the cause notwithstanding – be held liable for the Ordering Entity's operating loss, loss of profit, loss of time or other indirect loss, including the loss of production, sales, earnings, time or goodwill, unless the loss was caused by an intentional act of **reprocentret a/s** or its employees or resulted from **reprocentret a/s's** or its employees' gross negligence.
- 9.7 The Ordering Entity's quality control shall assume full liability from the commencement of printing. In the event of errors to print templates, including printing plates, foil, files etc., **reprocentret a/s** shall not be liable for consequential loss, but shall solely be under obligation to supply new, corrected print templates.

## 10 EXTERNAL SUPPLIERS:

- 10.1 The Supplier is entitled to outsource work in part or in full to external suppliers.

## 11 PERSONAL DATA:

- 11.1 The Ordering Entity shall guarantee that the notification obligation under the General Data Protection Regulation as regards the data subjects in the material to be used in **reprocentret a/s's** solution and subsequently in the storage of the project by **reprocentret a/s** has been observed.

## 12 CHOICE OF APPLICABLE LAW AND VENUE:

- 12.1 Danish law shall apply to this agreement provided that the legal position is not laid down in the text of the agreement or in these terms and conditions of sale and delivery.
- 12.2 Any dispute concerning the interpretation of the agreement or the performance and enforcement of the terms may only be brought before a Danish court of law in accordance with Danish rules on jurisdiction.