

# Terms of sale and delivery for Polyprint A/S (VAT No. DK10080991)

Polyprint A/S  
Reprovej 5  
DK-8722 Hedensted  
+45 75 89 23 66

[polyprint.dk](http://polyprint.dk)

## 1. FIELD OF APPLICATION

- 1.1. These terms of sale and delivery shall be applicable to all quotations, tenders, order confirmations and agreements concerning products delivered by Polyprint A/S to the company's customers unless otherwise agreed in writing.
- 1.2. If the buyer indicates other terms for the purchase, these shall cease to apply when Polyprint A/S has submitted its order confirmation unless otherwise accepted in writing by Polyprint A/S.
- 1.3. If a standing delivery agreement or a framework agreement has been made in which these terms of sale and delivery are applicable, Polyprint A/S shall be entitled to alter the terms of sale and delivery at 3 months' notice, whereupon the new terms of sale and delivery shall be applicable to deliveries effected after the expiry of the period of notice.

## 2. AGREEMENT

- 2.1. An agreement has been made when Polyprint A/S has submitted its order confirmation (by letter, mail or fax) for the delivery of products as further specified in the order confirmation. If the customer has any objections to the contents of the order confirmation, these shall reach Polyprint A/S in writing no later than 5 days after the date of the order confirmation.
- 2.2. An agreement made can be cancelled only upon concrete individual agreement between Polyprint A/S and the customer.

## 3. SPECIFICATIONS AND TOLERANCES

- 3.1. Polyprint A/S will deliver the quantity agreed, but with reservation for trade tolerances as concerns dimensions.
- 3.2. Unless otherwise agreed, the following tolerances shall apply:  
Material thickness +/- 10%  
Quantity: 10,000 print meters or more +/- 10%, 5,000 to 10,000 print meters +/- 15%, 2,500 to 5,000 print meters +/- 20%, 1,250 to 2,500 print meters +/- 30%, less than 1,250 print meters +30%/- 50%.
- 3.3. Polyprint A/S reserves the right to deliver with minor colour shade variations.
- 3.4. Unless otherwise expressly agreed, delivery will be effected in conformity with the EU standards applicable for the time being.

## 4. DELIVERY, TIME OF DELIVERY

- 4.1. Delivery will be effected according to Incoterms 2000 clause CPT unless otherwise specifically agreed between the parties.
- 4.2. The order confirmation will indicate the date of delivery, which is Polyprint A/S' date of dispatch. The customer shall therefore expect to receive the products within normal transportation time calculated from Polyprint A/S' address to the agreed place of delivery.
- 4.3. The date of delivery shall be subject to individual agreement. Unless otherwise indicated in the agreement between the parties, delivery shall be effected within reasonable time after the date of the agreement, and delivery within one month shall be considered within reasonable time unless otherwise agreed.
- 4.4. Orders are presumed delivered in one lot unless otherwise agreed.

## 5. PRICE, PRICE CHANGES

- 5.1. Unless another currency is expressly indicated, all prices are in Danish kroner (DKK) exclusive of VAT.
- 5.2. Polyprint A/S reserves the right to change the price if the delivery agreement runs beyond 60 days of the date of agreement. If in the intermediate period new documented costs are imposed on Polyprint A/S as a consequence of changes in customs duties, taxes, rates etc. or if Polyprint A/S is otherwise burdened with additional costs as compared with the costs known as at the date of agreement, Polyprint A/S shall be entitled to change the price.

## 6. TERMS OF PAYMENT

- 6.1. Payment shall be effected in cash no later than on the last date of payment indicated in Polyprint A/S' invoice.
- 6.2. If payment is effected after the due date, Polyprint A/S shall be entitled to charge interest on the outstanding debt at a rate of 2 % per commenced month calculated from the due date.

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### 7. OWNERSHIP

7.1. Polyprint A/S reserves the ownership of the products sold until the entire purchase amount including incidental costs, if any, paid by Polyprint A/S on behalf of the customer has been paid by the customer. Until then the customer shall not be entitled to resell the products or otherwise dispose of the products in a way that conflicts with Polyprint A/S' reservation of ownership.

7.2. The reservation of ownership shall be maintained if the product sold is processed or worked without the product thereby losing its characteristics or identity so that the reservation of ownership shall cover the processed or worked product to the value that the product had before it was processed or worked.

### 8. DELAYED DELIVERY

8.1. Unless otherwise agreed, the date of delivery agreed may be postponed by up to 2 weeks from the agreed date of delivery. Such delivery shall still be considered on time.

8.2. After Polyprint A/S has delivered the product to the customer, the customer shall lose his right to raise any objections as concerns the product, including annulling the purchase, when more than 7 days have passed since delivery was made.

8.3. If a delay occurs as a consequence of circumstances beyond the control of Polyprint A/S (force majeure), the time of delivery shall be postponed for the same number of days as the hindrance exists, including the fastest possible reproduction time for the product.

To be considered as, but not limited to, force majeure, are the following situations: War, riots, revolt, general strike, conflagration, natural disasters, currency restrictions, import or export prohibition, interruption of the common communications, interruption or breakdown of the energy supply or the communication lines, long-term disease or death among key employees, global health crisis, wide scale virus or malware attack, supplier failure as well as occurrence of force majeure at subcontractors.

8.4. If a force majeure situation occurs, Polyprint A/S must inform the buyer without delay that a force majeure situation has occurred and must keep the buyer regularly informed.

8.5. If the hindrance exists for more than 3 months, either party shall be entitled to annul the purchase in writing without incurring any liability regardless of the any situation mentioned above.

### 9. DEFECTS

9.1. If the product sold has a defect, Polyprint A/S shall be entitled to have the film returned for examination. Polyprint A/S will choose whether to remedy the defect, reproduce the product as fast as possible and/or credit the customer for the rejected film.

9.2. The customer shall check the products delivered on receipt for any visible defects, and the notification of defects, if any, shall reach Polyprint A/S no later than 7 days after receipt of the products.

9.3. A notification of any other defects shall be submitted as soon as possible after the customer observes the defect however no later than 6 months after delivery.

9.4. After 6 months Polyprint A/S reserves the right to reject notifications of defects in the product delivered and any compensation will be paid solely as a gesture.

### 10. LATE PAYMENT

10.1. If the customer does not observe the terms of payment agreed, Polyprint A/S reserves the right to suspend further deliveries including stopping products in transit until the outstanding debt has been paid.

10.2. In case of the customer's non-performance of his payment obligations Polyprint A/S shall be entitled to demand security for future payments or demand prepayment even though credit without security has been granted for such amounts earlier. Security or prepayment may also be demanded if the customer's credit rating with a recognised company is essentially reduced or if the customer is deemed to be in financial problems that will result in non-performance.

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10.3. The buyer shall not be entitled to make any set-offs against amounts payable no matter the reason for wanting to do so, unless such set-off has been accepted in writing by Polyprint A/S.

10.4. Polyprint A/S shall be entitled to cancel the purchase if the customer does not meet his payment obligations according to the terms of payment agreed.

10.5. If the customer has paid the purchase amount, Polyprint A/S shall however lose its right to cancel the purchase unless it had done so before the payment was effected or before Polyprint A/S became aware that payment had been effected. However, Polyprint A/S will not thereby lose its right to claim compensation for any costs or expenses related to the customer's delay in payment.

## 11. DAMAGES, LIMITATION OF LIABILITY

11.1. In the event of non-performance in the form of defects in the product delivered by Polyprint A/S, Polyprint A/S shall be entitled to credit the defective film or repair the defect or make a replacement delivery, which shall then be effected within the fastest possible reproduction time for the product.

11.2. In any circumstance Polyprint A/S' liability as concerns the product delivered shall not exceed the value of the concrete delivery in conformity with the value fixed in the agreement between the parties and in Polyprint A/S' invoice.

## 12. PRODUCT LIABILITY

12.1. To the extent permitted by law the limitations of product liability on the part of the supplier stated below in point 12.2 shall be applicable. In the event that one or more of these limitations cannot be permitted by law, this shall not affect the validity of the other limitations. If one or more of the limitations is too much in favour of the supplier, but might legally have been agreed with a less far-reaching content, the limitation concerned shall be reduced to what could legally have been agreed.

12.2 Polyprint A/S is liable for the proven damage that the products delivered cause to the buyer's person or property, if the buyer proves that the damage is caused by gross negligence on the part of Polyprint A/S. Polyprint A/S shall never be liable for any trading loss, loss of profits or any other consequential loss.

12.3 To the extent that Polyprint A/S may be held liable in damages beyond this including in connection with the use that the buyer or his customers may make of the products concerned – including in case of resale or processing – the buyer DK-Hedensted 05-01-2017 is obliged to hold Polyprint A/S indemnified of any responsibility if proven that cause of damage is due to circumstances at the buyer or his customers.

12.4. The buyer shall always be obliged to be sued before the same court of law as the one that hears claims for damages against Polyprint A/S

## 13. OTHER CONDITIONS

13.1. Polyprint Print A/S is not cognizant of any infringements of the patent, trademark, pattern or other rights of any third party which the buyer or subsequent buyers will commit. If Polyprint A/S should all the same be held liable for such an infringement, the buyer shall be obliged immediately on demand to indemnify Polyprint A/S for any consequences hereof, including all costs of the case.

13.2. Any errors, including clerical errors and errata in Polyprint A/S' written materials including correspondence, quotations, order confirmations and invoices, shall not be binding on Polyprint A/S and cannot be invoked against this.

## 14. LAW AND VENUE

14.1. The agreement between Polyprint A/S and the customer and deliveries made thereunder shall be governed by the general rules of Danish law.

14.2. Disputes, if any, shall first be attempted solved by mediation with the participation of a qualified mediator, and solely to the extent that the dispute cannot be solved this way shall it be possible to bring the matter before the ordinary courts of law with the Court of Horsens as the court of first instance.