

## Terms of Sale and Delivery of STOK Emballage K/S – (version 3.1 – 24 June 2021)

### 1. Validity of the Terms:

- 1.1. These Terms apply for all orders entered into with STOK Emballage K/S, unless otherwise agreed in writing with the buyer.

### 2. Offer and order confirmation:

- 2.1. An offer is not binding until receipt of an order confirmation.
- 2.2. If STOK Emballage K/S' order confirmation does not correspond to the buyer's order, the buyer must submit a complaint by email no later than three (3) working days after receipt of the order confirmation. Otherwise, the buyer will be bound by the contents of the order confirmation.

### 3. Prices:

- 3.1. All prices are specified in Danish Kroner, exclusive of VAT and duties, unless otherwise specified in the offer or the order confirmation. Until delivery, the buyer is obliged to accept any changes in prices due to changes in VAT and duty rates, exchange rates, tariff rates, freight costs, prices for raw materials or labour costs based on collective agreements.

### 4. Delivery:

- 4.1. Unless otherwise specified in the order and the order confirmation, prices are based on delivery "ex works", cf. Incoterms (ex warehouse), and freight charges will be added to the invoice. For orders below DKK 2,000, VAT excluded, a handling charge of DKK 150 + VAT will be added to the order. All orders are subject to an environment contribution of DKK 93 + VAT.
- 4.2. For special orders manufactured according to the buyer's specification, STOK Emballage K/S is entitled to deliver and invoice the goods as follows:
  - Deliveries up to 3,000 items: with a deviation of +/- 20%
  - Deliveries of 3,001 items and above: with a deviation of +/- 10%
- 4.3. Deliveries within three (3) weeks after the time of delivery specified in the order confirmation shall in every respect be considered as timely delivery, which means that such postponement does not entitle the buyer to claim remedies for breach towards STOK Emballage K/S. In addition, STOK Emballage K/S' time of delivery will be suspended in case of strike, lockout, fire, water damage, engine failure, lack of power, war at home and abroad, lack of supplies of raw materials or any other similar delivery problems and force majeure. If these obstacles cannot be overcome at all or only with excessive costs in connection with the execution of an order, STOK Emballage K/S reserves the right to cancel the order.
- 4.4. If the delay in delivery is not caused by the circumstances specified in clause 4.3, the buyer is entitled, after having exceeded the stated delivery date, to set a fair and final delivery deadline. Such a deadline must be at least seven (7) days ahead. If delivery does not take place within this deadline, the buyer is entitled to cancel the agreement.
- 4.5. In case of a failed delivery attempt, or if delivery has not been possible due to insufficient access to the recipient's premises, the buyer will be invoiced for any costs related to unsuccessful transport, waiting time or redelivery.
- 4.6. A fee will be charged for unloading items to smaller trucks due to difficult access conditions.

### 5. Payment:

- 5.1. Payment is cash upon delivery, unless otherwise agreed in writing or specified on the invoice.
- 5.2. In case of payment after the due date, STOK Emballage K/S will charge interest for late payment corresponding to 1.5% per month from the due date of the invoice. An amount of DKK 250.00 will be charged to print out an interest invoice.
- 5.3. If STOK Emballage K/S deems that the buyer's ability to pay has been reduced after submission of the order confirmation, STOK Emballage K/S is entitled to claim, as a precondition for execution of the order, that the buyer in STOK Emballage K/S' opinion provides security for payment of the purchase price or prepays the purchase price.

### 6. Ownership reservation, etc.:

- 6.1. The items sold will remain STOK Emballage K/S' property until the purchase price has been paid in full.
- 6.2. Printing blocks and tools will be stored for one (1) year after the most recent use.

## **7. Product information:**

- 7.1. Any technical information, specifications, product information, catalogues, brochures, directions for use etc. regarding the product's function and use as well as any other technical data about the item which has not been confirmed in writing in the agreement with the buyer shall only be indicative and non-binding for STOK Emballage K/S.

## **8. Defects and complaints:**

- 8.1. Any defects, which are noted or should have been noted in connection with the inspection upon delivery, must immediately be notified in writing to STOK Emballage K/S. The buyer cannot do anything with the item regarding which a complaint is submitted before such a complaint has been handled by STOK Emballage K/S.
- 8.2. It rests upon the buyer at the time of receipt to do a thorough examination as to whether the delivery is in accordance with the order, including that it must be examined upon delivery if the item has any visible damage. Visible damage shall mean any pallets that have tipped over, marks or bruises to the items or the packaging as well as damage caused by water. Such damage must always be noted on the freight document.
- 8.3. In case of any missing lots where it is chosen to accept items with visible damage and in case of delivery later than agreed, the following must be noted on the freight documents:
  - that the items have been received at a later time than agreed; write down the time
  - any visible damage; describe the damage
  - the car's registration number.
- 8.4. In addition, the freight carrier must sign the freight documents with a readable name for documentation purposes. Where possible, any visible damage must be documented with a photo before unloading. The buyer must note on the waybill that the delivery has been received subject to reservations.
- 8.5. If the buyer has not claimed a defect towards STOK Emballage K/S within three (3) months after the delivery date, the buyer cannot claim such defect at a later time.
- 8.6. If STOK Emballage K/S is liable for a defect, STOK Emballage K/S will take remedial action, at its own discretion, to remedy such defect or arrange for a redelivery. Such remedial action will take place as soon as possible after the item have been returned to STOK Emballage K/S by the buyer. Apart from this, the buyer is not entitled to make a claim against STOK Emballage K/S based on errors and defects with the items, regardless of whether the buyer's loss may directly or indirectly be caused by such errors and defects in the items. Thus, it is specified that STOK Emballage K/S' liability does not include any liability for operating loss, loss of time, loss of profit or any other direct loss. Furthermore, it is specified that any liability to pay damages on the part of STOK Emballage K/S can never exceed the invoiced value of the relevant item.

## **9. Right of return:**

- 9.1. STOK Emballage K/S only accept returns of standard range items. Other items cannot be returned, unless it can be documented that such items are defective or delivered in error caused by an error with STOK Emballage K/S. Our standard range is defined as registered, stocked items. Consequently, items in our catalogue that are not in stock are not part of the standard range. The following items and product categories are not included in this definition and are thus not accepted for return, unless it can be documented that the item is defective:
  - Specially ordered items
  - Non-stock items in general.
- 9.2. When returning standard items, the buyer will pay the return freight. The buyer will pay a fee corresponding to 15% of the purchase price, however, at least DKK 500. The right of return applies for fourteen (14) days. Items can only be returned pursuant to a prior written agreement with STOK Emballage K/S.
- 9.3. Packaging and condition of the item when being returned:

The right of return can only be exercised if the item is returned in the same condition and amount and provided that such return has been accepted in writing. Thus, the right of return will lapse if the item is used in a way which will evidently reduce the item's sales value significantly. Until the item has been picked up by STOK Emballage K/S' carrier, the item cannot be stored outside, as this is considered to deteriorate the value of the item significantly.

## **10. Product liability:**

- 10.1. STOK Emballage K/S is liable for damage to persons and things as a result of defects related to the delivered items to the extent such liability complies with the rules in force on product liability. However, STOK

Emballage K/S will not be liable for any damage to real estate or goods intended for professional use (commercial damage to property). In addition to this, STOK Emballage K/S cannot be held liable for any operating loss, loss of profit or any other indirect loss due to product liability.

**11. Disputes and choice of law:**

11.1. Any disagreements between the buyer and STOK Emballage K/S that cannot be settled by negotiation shall be settled by the Maritime and Commercial Court in Copenhagen pursuant to Danish law. To the extent where STOK Emballage K/S may be held liable towards a third party for matters related to the buyer, the buyer shall be liable to indemnify STOK Emballage K/S. Furthermore, the buyer shall acknowledge any lawsuit filed in the court that will hear the claim against STOK Emballage K/S.

**12. Privacy:**

12.1. Confidentiality of your personal data is a significant part of our cooperation. Read our policy on how we process and secure your personal data here: [stok.dk/privatlivspolitik](https://stok.dk/privatlivspolitik)