

# Terms of sale and delivery for STOK Emballage K/S – (version 2.7 – valid from 1 September 2018)

## 1. Validity of the terms:

1.1 These terms apply to all order agreements entered into with STOK Emballage K/S, unless otherwise agreed in writing with the buyer.

## 2. Upon the order of goods at STOK.dk:

In order to make a purchase via stok.dk you must follow five steps:

1. Find the good or goods that you wish to purchase, add it/them to your basket and then proceed to the check-out.
2. Enter your personal data.
3. Review the order, accept our general terms of business and execute the purchase.
4. Choose payment method.
5. Check that all data is correct on the summary page and approve payment.

## 2.1 Ordering:

When you do business with STOK Emballage K/S, you enter into an agreement in Danish which becomes binding from the moment you receive an order confirmation. When using stok.dk, it is possible to view previous orders by logging in to the website. You can request a copy of your order confirmation by sending an email to [kundeservice@stok.dk](mailto:kundeservice@stok.dk).

## 3. Prices:

3.1 All prices are given in Danish kroner (DKK) excl. VAT and other taxes/duties, unless otherwise stated in your quote or order confirmation. The buyer is obliged, up until the time of delivery, to accept any changes in VAT or tax rates, exchange rates, chargeable duties, shipping fees, raw material prices or costs for labour that is regulated by collective agreement. All prices are current and updated continuously, with the website being updated several times per day.

## 4. Delivery:

4.1 Unless otherwise stated in the quote and/or order confirmation, the prices given are based on ex-works delivery terms (cf. Inco-terms) and the cost for shipping will be included on the invoice. Orders under DKK 2000 excl. VAT incur a handling fee of DKK 150 plus VAT. Orders under DKK 1000 excl. VAT made via stok.dk incur a delivery surcharge of DKK 200 plus VAT and no handling fee is charged. This applies within Denmark and mainland islands. All orders incur an eco-contribution of DKK 93 plus VAT.

4.2 Delivery within three weeks from the delivery date stated on the order confirmation shall be considered to be timely delivery in every respect, provided that such a delay does not entitle the buyer to demand remediation from STOK Emballage K/S. Moreover, STOK Emballage K/S' delivery period will be suspended in the case of strike, lock-out, fire, water damage, machine damage, insufficient manpower, domestic or international war, inadequate supply of raw materials or other equivalent circumstances which hinder delivery and can be regarded as force majeure. If such hindrances to the execution of an order cannot be remedied or can only be remedied at a disproportionate cost, then STOK Emballage K/S reserves the right to cancel the order.

4.3 If the delay of a delivery cannot be attributed to the circumstances named in 4.2, then the buyer is entitled, once the original deadline for timely delivery has lapsed, to establish a reasonable and final deadline for delivery. Such a deadline must constitute a minimum of seven days. If delivery does not occur before this deadline, then the buyer is entitled to cancel the agreement. 4.4 Delivery will take place on the day and within the time period agreed upon between the customer and stok.dk. If the customer is not present at the address, then stok.dk will not consider the good to have been received and the customer shall therefore bear the costs associated with return shipping and new shipping of the good. This applies to both private individuals and business customers.

## 5. Payment:

5.1 The payment terms for STOK Emballage K/S are net cash upon dispatch of the good, unless otherwise agreed in writing.

5.2 In the case of late payment, STOK Emballage K/S will charge penalty interest at a rate of 1.5% per month from the invoice due date. An additional fee of DKK 250 will be incurred for the printing of interest invoices.

5.3 If STOK Emballage K/S considers that the buyer's ability to pay may be impaired subsequent to sending an order confirmation, then STOK Emballage K/S is entitled to require, as a condition for execution of the order, that the buyer provides a security for payment of the purchase price or that it pays the purchase price in advance.

5.4 The following payment cards can be used on stok.dk: Dankort, E-Dankort, Diners, JCB Card, MasterCard, Maestro, Visa & Visa Electron.

## 6. Retention of title, etc:

6.1 Sold goods remain the property of STOK Emballage K/S until the purchase price has been paid in its entirety.

6.2 Blocks and tools will be stored for two years from the date on which they are last used.

## 7. Product information:

7.1 Technical information, specifications, product details, catalogues, brochures, user instructions and other documents regarding the product's function and use, in addition to other technical data about the good which are not confirmed in writing in the agreement with the buyer, are advisory only and non-binding for STOK Emballage K/S.

## 8. Defects and complaints:

8.1 The buyer must acknowledge the goods upon receipt and confirm the number of goods received in their acknowledgement. The buyer is obliged to inspect the goods as soon as they are received. Any defects which are discovered or should have been discovered in connection with this inspection, or which are discovered later, must be reported in writing to STOK Emballage K/S. The buyer must not use a good which is the subject of a complaint until such time as the complaint in question has been settled with STOK Emballage K/S.

8.2 STOK Emballage K/S's liability for defects will lapse under all circumstances after one year from delivery of the good at the latest.

8.3 If STOK Emballage K/S is liable for a defect, then it is up to STOK Emballage K/S to decide whether to remedy the defect or to deliver a replacement product. Such remediation will be undertaken immediately once STOK Emballage K/S has received the good from the buyer. The buyer cannot raise a claim against STOK Emballage K/S in relation to faults or defects in the goods, even if the buyer has suffered direct or indirect loss as a result of faults or defects in the good. Furthermore, it is hereby specified that STOK Emballage K/S' liability shall at no point comprise operating losses, loss of time, loss of profit or other direct losses. In addition, it is also specified that STOK Emballage K/S' liability to pay compensation can never exceed the invoiced value.

8.4 For special orders which are manufactured in accordance with the buyer's specifications, STOK Emballage K/S is entitled to deliver 10% more or 10% less than the agreed quantity without this constituting a change in relation to the agreed unit price.

8.5 Machines which are not fixed in place shall, in connection with complaints, be sent to STOK Emballage K/S, Erik Stoks Alle 4, 5550 Langeskov. In the case of justified complaints, STOK Emballage K/S will cover the associated shipment costs.

## 9. Right of withdrawal:

9.1 As an additional service, we offer a 14-day right of withdrawal when shopping on stok.dk. This right of withdrawal runs from the date on which the good is received. STOK Emballage K/S does not accept returned goods without first entering into a written agreement.

If you have made a purchase on stok.dk as a consumer then you of course have a 24-month right to complain.

9.2 Packaging and condition of the good when it is being sent back:

The right of withdrawal can only be used if the good is returned in the same condition and quantity and provided that the return is agreed in writing. The right of withdrawal becomes void if the good is used in a manner that clearly constitutes a significant reduction in its resale value.

9.3 If the purchase is withdrawn, then the goods should be sent to:

STOK Emballage K/S  
Erik Stoks Allé 4  
5550 Langeskov

Withdrawal of the purchase can also be undertaken by returning the good in person to the above address.

9.4 When a purchase is withdrawn, the amount that has been paid to STOK Emballage K/S will be refunded. The amount will be transferred to the same card that was used to make the order or to another bank account specified by the buyer once we have received the returned item and checked that it complies with the conditions for withdrawal of purchase.

The only cost to the buyer in connection with the withdrawal of a purchase will be the cost of return shipping when sending the good back to STOK Emballage K/S.

9.5 What else needs to be returned?

A copy of the order confirmation should be attached. This is not a requirement, but processing will be faster if our return form is completed and attached.

9.6 Note! Packages which are shipped as payable on delivery will not be accepted by STOK Emballage K/S.

## 10. Product liability:

10.1 STOK Emballage K/S is liable for any damage caused to persons and objects as a result of defects in the delivered goods to the extent that such liability is in compliance with applicable legislation on product liability. STOK Emballage K/S shall not, however, be liable for damage to immovable or movable property which is intended for commercial use (commercial damages). STOK Emballage K/S cannot, moreover, be held liable for operational losses, loss of profit or other indirect losses in connection with its product liability.

## 11. Disputes and choice of law:

11.1 Any disagreements between the buyer and STOK Emballage K/S that cannot be resolved through negotiation shall be settled in accordance with Danish law at the Maritime & Commercial Court in Copenhagen. To the extent that STOK Emballage K/S may be liable to a third party as a result of circumstances pertaining to the buyer, then the buyer is obliged to hold STOK Emballage K/S harmless. The buyer is obliged to submit to the jurisdiction of the court adjudicating a claim against STOK Emballage K/S.

## 12. Privacy:

Security regarding personal data is a significant part of our collaboration.

Take a moment to read our privacy policy which details how we process and secure your personal data. You can find our privacy policy here: [www.STOK.dk/privatliv](http://www.STOK.dk/privatliv)