

GENERAL CONDITIONS OF SALE AND DELIVERY

- 1. Prices**

Unless otherwise agreed, prices quoted shall include freight and transport packaging. Purchase and Value Added Taxes shall not be included in the quoted price. The quoted price may be varied by the seller to take account of increases in the cost of raw materials and other expendable items, including increases in wages, manufacturing costs and overheads, cost increases occasioned by turnover taxes, customs duties, excises and alterations in the rate of foreign exchange. The seller has the right to increased and reduced deliveries of up to 20% of the quantity ordered for all production runs. In the case of purchase according to quantity (quantities under 50.000 units) and in the case of special editions with print changes within the edition and for purchase according to weight (for weights under 500 kg), said right extends to up to 30% of the quantity ordered. Delivery takes place with full invoicing of actual quantities supplied.
- 2. Conditions of Payment**

According to Order Confirmation. If payment shall not be made within such time, the seller shall be entitled to charge interest on the invoice price at a minimum rate of 2% per month by way of penalty for each month or part of a month until payment shall have been made in full.
- 3. Delivery**

When delivered, goods shall be stored in a suitable temperature and humidity and shall be promptly inspected. No goods may be returned unless the seller shall have given his consent in advance. If, as a result of the fault or negligence of the buyer, the order cannot be delivered within the period contemplated at the time the order shall have been placed or within the normal delivery period for the work in question, the seller shall be entitled to reasonable compensation for the increased cost and losses thereby incurred.
- 4. Delivery by Installments**

If the seller and the buyer shall agree to deliver an order by installments and the buyer shall fail for any reason to take delivery of such installments in accordance with the agreed schedule, then the seller shall be entitled to manufacture the goods and invoice the order in accordance with the agreed schedule. The seller shall store the goods for not more than 3 months at the buyer's risk and the buyer shall be responsible for any storage handling and freight costs incurred by the seller. In any event the total quantity of goods ordered shall be delivered by the seller and received by the buyer within 6 months of the delivery of the first installment of goods ordered.
- 5. Changed Order and Extra Work**

Any costs that shall have been incurred as a result of a change in the order will be charged to the buyer. The seller may increase the quoted price on account of extra work caused by incomplete specification data or by changes and corrections which shall have been made at the buyer's request.
- 6. Minor Variations**

Minor variations in respect of the material or slight misprints will not constitute defects in the goods delivered. If less than 2% of the goods delivered in a single shipment shall be unserviceable as a result of defects in glueing or cutting, external or similar damage, no claim for compensation may be made by the buyer. If during the course of packing, vacuum packages shall have to be rejected then no compensations will be payable to the buyer unless the number of rejected packages shall exceed 5% of the quantity delivered in the case of packages weighing 1 kilo or more or 3% of the quantity delivered in the case of smaller packages. The seller shall be entitled to invoke against the buyer any reservations on tolerances made by the seller's subcontractor.
- 7. Defects**

Defects or shortcomings in proofs, specimen sheets, sample packages or other samples approved by the buyer will not be the responsibility of the seller. The same shall apply to defects or shortcomings in a delivery that has been performed in compliance with samples or specifications that shall have been approved by the buyer. The seller's liability arising from defects in delivered packages shall be limited to damage to the actual packages and as such shall not extend to damage to goods packed in packages supplied by the seller or any other direct or indirect damage which, in connection with storage or use of delivered packages or of the goods packed therein, the buyer or any third party may suffer irrespective of the manner in which such damage shall have arisen.

The buyer shall have no right to cancel the entire order as a result of any shortcoming or defect in a part delivery.
- 8. Complaints**

Complaints about delivered goods shall be notified to the seller in writing.
- 9. Delay in Delivery**

War, fire, acts of God, riot or civil commotion, strikes, lockouts, shortage of man power or raw materials, delays in delivery to the seller by its subcontractor, governmental acts or any other circumstances beyond the control of the seller shall justify an extension in the delivery period. If the circumstances are such as to render impossible or to extensively delay the delivery of the goods, the seller, at its option, shall be released from the performance of the contract. The seller shall not be liable in tort for a delivery that shall be delayed or cannot be performed on account of any of the foregoing circumstances.
- 10. Copyright and Title**

Proposals, sketches, designs, drawings and other documents of tender remain the property of the seller and in the absence of a special agreement relating thereto may not be used by the buyer or disclosed by it to any third part. Even if the seller charges the buyer for the cost of lithographic works, blocks, printing plates, cutting and shaping dies or the like, the buyer shall not thereby acquire title to such materials which shall remain the property of the seller.
- 11. Legal Responsibility**

The buyer shall be responsible for insuring that the seller shall be vested with lawful authority to duplicate or reproduce whether by means of printing or by any other process, material which the buyer shall have provided for the execution of the order. The buyer shall indemnify the seller against any liability arising from duplicating or reproducing material provided by the buyer and shall be responsible for ensuring that packaging designs shall not infringe the rights of others.
- 12. Trade Marks**

The seller shall be entitled to label the goods with its trade or other identification mark, and with any designation related to copy or other rights.
- 13. Variations of Conditions**

The seller shall be under no obligation to make any alteration, variation or amendment to an order unless it shall have agreed to such alteration, variation or amendment in writing.
- 14. Disputes**

All disputes and differences arising from the interpretation or application of a contract concluded subject to these conditions shall, unless otherwise agreed between the buyer and seller, be referred to the Swedish Institute of Technical and Industrial Arbitration for settlement by arbitration in compliance with the institute's regulations. However, the seller may refer a claim arising from non-payment to a Court of Law.