

## Terms of sale and delivery

### Schur Flexibles Denmark a/s

#### 1.0 Contractual basis and validity

- 1.1 The general terms of sale and delivery set out below shall apply to all offers, sales and deliveries unless otherwise agreed in writing.
- 1.2 In case of conflict between the parties' individual terms of sale and delivery these terms of sale and delivery shall apply unless otherwise agreed in writing between the parties.

#### 2.0 Offers and orders

- 2.1 Offers made by Schur Flexibles Denmark a/s (hereinafter referred to as Schur) shall be binding for thirty days from the date of the offer.
- 2.2 Schur shall forward an order confirmation to the Buyer. It shall thereafter be the responsibility of the Buyer to immediately notify Schur in writing or electronically if the Buyer wishes to raise any objections to the wording of the order confirmation.

#### 3.0 Prices

- 3.1 All prices shall be stated exclusive of VAT. The Buyer shall accept any price adjustments resulting from changes in customs, taxes, duties, exchange rates and the like or from increases in the prices of raw materials in the period between the date of the offer and the date of invoicing that change the calculation basis of Schur's offer.
- 3.2 The expenses of order preparation, printing plates, cutting dies, printing blocks and also of repro and design work etc. shall be charged for separately and shall not be included in the offer unless this is clearly and unambiguously stated in the offer.
- 3.3 If the order is altered in any way whatsoever at the request of the Buyer, Schur shall be entitled to adjust the prices accordingly.
- 3.4 If goods are produced for stocks where Schur is to provide storage space a charge for storage will be invoiced separately.
- 3.5 If the Buyer cancels or alters the order or agreement, Schur shall be entitled to require the Buyer to pay compensation for any type of expense or loss of earnings.
- 3.6 If the Buyer has any goods kept in stock on Schur' premises, the goods shall be kept by Schur at the expense and risk of the Buyer, and Schur shall only be liable for damage to such goods in case of gross negligence on the part of Schur.

#### 4.0 Sales literature

- 4.1 All information in sales literature, price lists and the like shall be directional, and shall neither directly nor indirectly be considered to contain guarantees, and shall be binding only to the extent to which this has been agreed in writing between the parties.

#### 5.0 Payment

- 5.1 The conditions of payment are thirty days net from the invoice date.

**5.2** If invoices are not paid as they fall due, default interest shall be calculated at 2% per month or part of a month from the due date until payment is made.

## 6.0 Delivery

**6.1** Deliveries shall be ex works.

**6.2** Schur shall be entitled to make part deliveries.

**6.3** Quality guarantees cannot be issued for completed goods which have been stored for longer than six months after the date of production.

**6.4** If as a result of circumstances involving the Buyer it is not possible to make a delivery on the date agreed, Schur shall be entitled to store and insure the goods at the Buyer's expense.

**6.5** If the Buyer in spite of a written request from Schur is not able to collect the goods from Schur's stores, Schur shall be entitled to sell or dispose of the goods to the best possible advantage at the Buyer's expense.

## 7.0 Quantity / Tolerances / Storage / Application

**7.1** Deliveries shall comply with the specifications set out by Schur with regard to quantity and quality and shall be in accordance with the customary quality for the product category in question.

**7.2** Material delivered by the Buyer such as specifications, descriptions, drawings, illustrations and the like shall be considered solely as general guidelines and shall not be part of the present agreement.

### 7.3 Tolerances

Unless otherwise confirmed for a particular order, the following tolerances shall apply:

#### Quantity:

0 - 5,000 meters	+/- 45%
5,001 - 10,000 meters	+/- 25%
> 10,000 meters	+/- 10%

#### Thickness:

Average thickness:

15 - 40 micron	+/- 4 micron
> 40 micron	+/- 5%

Spot measurement:

> 40 micron                      90% of the measurements lie within +/- 5% measured over the entire circumference at 30 mm intervals

#### Width: (relaxed film)

Plano	0 - 1000 mm	- 0/+ 6 mm
Plano	1001 - 1800 mm	- 0/+ 10 mm
Tube	All widths	+/- 3 mm

#### Length:

(stated on label)                      +/- 3%

#### Placement of treatment:

With edge trim:	+/- 5 mm
Without edge trim:	+/- 8 mm

#### Winding - end face:

+/- 3 mm

#### **7.4. Storage**

Storage under dry conditions between 0°C and 30°C shall be recommended. Shall not be stored in the vicinity of strongly odorous goods. Direct illumination/solar radiation/exposure to heat may deteriorate the quality of film. The outer packaging shall remain unbroken until use of the goods and any remainder shall be re-packed.

#### **Application**

Prior to application, the film shall reach room temperature. If the film is used immediately after extrusion, the friction may be higher than normal as the slip additive must be allowed to migrate to the surface until the friction will stabilise. Normally, the migration to the surface lasts up to 5 days and nights dependent on temperature and type of film.

#### **Traceability**

The reel labels with information about order number, reel number, recipe number shall not be removed from the product until the goods are employed. The customer shall ensure continuous traceability during and after production for the sake of the handling of complaints, if any.

#### **Durability**

Normally, the treatment level of the film will decrease in the course of time. The expected decrease is approx. 2 dynes in the course of 1-2 weeks. However, recipes with a high content of slip (low friction) will decrease faster as the slip additive creates a membrane on the surface. Therefore, re-treatment prior to printing/lamination is recommended. It is furthermore recommended to limit the time of storage to 3 months. The durability of untreated film is normally 6-12 months.

#### **Direct contact with foodstuffs**

It shall be the customer's own responsibility to request documentation from Schur Flexibles Denmark a/s regarding contact with foodstuffs if the product shall be used for foodstuffs. As per EC directive 10/2011 migration measurements shall be carried out on the finished product with the appropriate foodstuff simulant and contact time/temperature.

### **8.0 Retention of title**

- 8.1** Schur shall be entitled to retention of title to goods delivered and to any goods kept in its stores by Schur until full payment has been made for each and every amount outstanding between Schur and the Buyer.
- 8.2** Schur shall be entitled to make any form of offset against any amounts the Buyer may have outstanding from Schur.
- 8.3** Schur shall be entitled to lien on assets which belong to the Buyer but are in the company's possession.

### **9.0 Liability for delay**

- 9.1** If a delivery is delayed and if Schur has not made a sufficient partial delivery, the Buyer shall set a reasonable date, before which the delivery shall be made.
- 9.2** If delivery is not made before the date specified in sub-clause 9.1, the Buyer shall be entitled to cancel the transaction.
- 9.3** If successive delivery has been agreed upon, the terms set out in sub-clause 9.1 shall apply to each separate delivery.

- 9.4** If successive delivery has been agreed upon, the buyer shall only be entitled to cancel the transaction for the partial delivery which is delayed.
- 9.5** Schur shall not be liable for consequential loss, loss of profits or other resulting financial loss, including loss of production and loss of time or any other direct or indirect loss incurred by the Buyer or any third party as a result of delay.
- 9.6** If the Buyer justifiably cancels the agreement wholly or partially the liability of Schur shall be limited to compensation for the Buyer's additional expenses incurred through buying corresponding goods from another supplier.
- 9.7** If the Buyer does not cancel the agreement, no claims may be brought against Schur.
- 9.8** If the Buyer delays the delivery of material or anything else necessary for production, Schur shall be entitled to postpone the delivery until this is possible in relation to production. Furthermore, Schur shall be entitled to cancel the agreement.
- 9.9** The Buyer shall be obliged to compensate Schur for any loss resulting from delays on the part of the buyer.

## **10.0 Defects / Product Liability**

- 10.1** If the Buyer, after receiving a sample, has not raised any objection to it, and if the goods delivered correspond to the sample, the delivery shall be considered to have met the requirements agreed upon.
- 10.2** Schur shall be entitled to remedy any defects or to make a new delivery to replace the defective part of the delivery.
- 10.3** If remedial action is taken within a reasonable time, the Buyer shall not be entitled to make any claim based on the defect.
- 10.4** If remedial action is not taken within a reasonable time, the Buyer shall only be entitled to require a reduction in the purchase price corresponding to the defective part of the delivery.
- 10.5** Only in cases where it can be proved that Schur has acted in gross negligence, and that this is the principal cause of any defects, shall the Buyer be entitled to bring claims for compensation against the company.
- 10.6** Schur shall not be liable for consequential loss, loss of earnings or any other resulting financial loss, including loss of production, loss of time or any other direct or indirect loss suffered by the Buyer or third parties.
- 10.7** Outside the geographical area of the EU, Schur shall only be liable for personal injury and material damage caused by the subject of sale if it can be proved that the damage is due to an error committed by Schur or any of its employees.
- 10.8** Furthermore, Schur' liability shall be limited so that no claim against the company may exceed the sum of EUR 600,000.00.
- 10.9** The Buyer shall be obliged to indemnify Schur for any loss which may arise through damage caused by the subject of sale to any third party after the object of the sale has been built into or included in the Buyer's product or resold by the Buyer for any purpose other than that anticipated by Schur.

## **11.0 Complaints**

- 11.1** Complaints about possible defects in a delivery shall be made in writing at the latest 14 days after the defect was stated or ought to have been stated, anyhow not later than 30 days after delivery.
- 11.2** The written complaint shall contain the following information:  
Schur's order number, reel number, exact description of the defect and the extent of the defect.  
Returned goods: Returned goods shall be re-packed immediately and returned in the same condition as originally delivered. Due to our hygiene standard, returned goods

constituting a risk of pollution shall be rejected, e.g. goods that have been stored outdoor or goods that are unclean and/or soiled with foreign bodies.

- 11.3** As a result of the character of the production process it shall be assumed that a delivery may contain up to 2% of the quantity per order which does not meet the specifications, and allowances shall be made for this when fixing the price.

## **12.0 Industrial property rights**

- 12.1** It shall be the responsibility of the Buyer to ensure that materials delivered, requirements made and information provided by the Buyer do not infringe the rights of third parties, such as copyright, patent law, trademarks, designs and the like.
- 12.2** To the extent to which Schur has assisted in the design and development of tools, methods or creative work in the course of the Buyer's production, the object designed or developed shall be the property Schur. This shall apply regardless of whether or not the Buyer has contributed financially to the design and development.

## **13.0 Exemption from liability and force majeure**

- 13.1** Schur shall be exempted from liability if the implementation of the agreement is prevented or delayed by the occurrence after the agreement has been entered into of any situation such as the following: industrial disputes, lockout and blockade, and any other circumstance over which Schur has no control, such as fire, war, natural disaster, mobilisation or comparable unforeseen military call-up, requisition, confiscation, currency restrictions, import or export bans, riots and unrest etc. Furthermore, force majeure shall be considered to include lack of transport, general shortage of materials, the scrapping of major operations and defective or delayed deliveries from subcontractors resulting from any of the circumstances mentioned above.
- 13.2** Schur shall be under an obligation, if the company wishes to claim exemption under any of the circumstances mentioned in sub-clause 13.1, to inform the Buyer in writing of the occurrence of the situation and if possible when it will cease.
- 13.3** Either of the parties shall be entitled to cancel the agreement by giving written notice to the other when implementation of the agreement is made impossible within a reasonable period of time by any of the circumstances mentioned in sub-clause 13.1.
- 13.4** Schur shall not be liable for damage to material supplied by the Buyer, such as samples.

## **14.0 Choice of governing law and venue**

- 14.1** Any disputes between the company and the Buyer shall be settled according to Danish law including CISG through the ordinary Danish court pursuant to the provisions of the Danish Administration of Justice Act, notwithstanding anything stated in the agreed conflict of laws rules. Venue shall be Kolding. (Venue shall always be the town of the site invoicing the customer).

## **15.0 Indispensability**

- 15.1** If any of the provisions in these terms of sale and delivery should be overridden as conflicting with Danish law, the remaining terms shall be observed as closely as possible.