

Standard Sales and Delivery Terms RPC Superfos

1. Quotation and order Confirmation

- 1.1 If the Standard Sales and Delivery Terms are applied in connection with co-operation agreements, the wording of the co-operation agreement takes precedence over the Standard Sales and Delivery Terms.
- 1.2 If the Standard Sales and Delivery Terms are applied in connection with order confirmations, the wording of the order confirmation takes precedence over the Standard Sales and Delivery Terms.
- 1.3 The wording of the order confirmation is deemed to be acceptable by the customer, if the customer has not objected in writing within two working days of the receipt of the order confirmation.
- 1.4 The specifications given by the customer in his tender, invitation to bid, orders, or similar are binding only to the extent that the specifications have been clearly stated by RPC Superfos in a co-operation agreement or order confirmation.
- 1.5 If at the request of the customer an order confirmation has not been issued, the customer cannot at a later stage refuse the delivery on the grounds of specifications that would otherwise have been evident from the order confirmation had it been issued.
- 1.6 Quotations issued by RPC Superfos are valid for 30 calendar days from the date of the quotation.
- 1.7 Deviations from the Standard Sales and Delivery Terms are valid only if in writing and signed by RPC Superfos. Furthermore the deviations must be clear beyond any reasonable doubt as to which issues the altered wording applies.

- 1.8 The sales and delivery terms of RPC Superfos take precedence over the customer's purchasing terms - if any - no matter when the customer's possible purchasing terms are handed over to RPC Superfos. Deviations can only happen in case of distinct written agreement between the customer and RPC Superfos.

2. Brochures, data sheets, samples etc.

- 2.1 Specifications on the web-site, in catalogues, brochures, price lists and similar are indicative only.
- 2.2 The quality and specifications of product samples are only indicative of the appearance of the product. It is therefore accepted that deviations may appear in the final products.
- 2.3 The data sheets to which reference is made in the co-operation agreement or the order confirmation contain the binding specification of the product. The data sheets may vary from time to time at the sole discretion of RPC Superfos. As part of RPC Superfos product development the data sheet may change. Changes to the data sheets - if any - overrule the specifications agreed to in the co-operation agreement or the order confirmation.

3. The intended use of the product.

- 3.1 It is the sole responsibility of the customer that the packaging supplied is suitable for the intended use.

4. Prices

- 4.1 Prices quoted are DAP (Delivered At Place), exclusive of VAT (Inco terms 2010) and based on full truck loads to the customer. Unloading charges - if any - are for account of the Customer.

However, RPC Superfos maintains the right to pass on to the Customers various cost surcharges such as road taxes, oil surcharges and similar additional costs to which RPC Superfos becomes liable when fulfilling the contract.

- 4.2 RPC Superfos reserves the right - without further notice - to adjust prices up to 10 per cent following changes in the production costs, including, but not limited to, the cost of raw materials, energy and transportation, the effects of fluctuations in exchange rates and/or the introduction of new/increased excises, taxes and other duties levied by public authorities.
- 4.3 The prices quoted are based on the volumes indicated by the customer. Should the actual volume deviate from the quantum upon which the priced was based RPC Superfos maintains the right to adjust the pricing.

5. Payment

- 5.1 RPC Superfos is entitled to invoice for deliveries or part-deliveries at the time of delivery. If the delivery is postponed owing to events within the customer's control, RPC Superfos may select to invoice at the agreed time of delivery for the delivery/partial delivery.

- 5.2 The invoiced amount must be made available with good value to RPC Superfos, no later than 30 calendar days after the invoice date at a bank account selected by RPC Superfos.

- 5.3 If payment is received late, re. 5.2 above, RPC Superfos reserves the right to levy interest at the rate of 1½% per month or part thereof on the balance outstanding as from due date. An additional reminder fee amounting to EUR 50 may be charged for each of the first two reminders rising to EUR 100 for the third and subsequent reminders. The cost of collection, legal fees etc. - if any - are on account of the customer.

- 5.4 If a payment is late RPC Superfos maintains the right to stop further deliveries until the balance due has been settled in full. At the request of the Customer RPC Superfos will continue deliveries against security which in the opinion of RPC Superfos is adequate.

- 5.5 If - in the opinion of RPC Superfos - the customer's creditworthiness is deteriorating RPC Superfos is entitled to alter the payment terms, including the right to demand payment in advance of the start of production or delivery and/or cancel the contract with a written notice of one month.

6. Right of title

- 6.1 RPC Superfos retains the title to the goods delivered until payment has been received in full. The retention of title is maintained to the extent allowed by law.

- 6.2 The products of RPC Superfos are protected trade marks and the Customer is not entitled to register or assign rights in any way whatsoever if the consequence is that the intellectual property rights of RPC Superfos is in any way infringed or violated or the enforcement hereof is obstructed.

- 6.3 RPC Superfos retains the intellectual property rights to each and every product even in cases where the products are developed together with the Customer. If the Customer wishes to claim or maintain the intellectual property rights to any product developed jointly by RPC Superfos and the customer, the customer can only retain/maintain the intellectual property rights provided written conditions are laid down in the contract.

7. Delivery

- 7.1 Unless otherwise specified in the co-operation agreement or order confirmation, the place of delivery is the customer's business address.
- 7.2 Any dates quoted for the delivery of the products are approximate only and RPC Superfos shall not be liable for any delay in delivery however caused. Time for delivery shall not be of the essence of any contract unless previously agreed in writing by the parties.

8. Transport wrapping

- 8.1 The delivery is packed according to RPC Superfos' general wrapping methods. Should a customer require alternative packing, RPC Superfos must be advised at the time of order. The extra charge of the alternative wrapping arrangement is accountable by the customer.

- 8.2 If the delivery is made in hygienic packaging the delivery is subject to RPC Superfos' guidelines for deliveries in hygienic packaging" in force at the time of delivery.

9. Deficiencies (errors and defects)

- 9.1 Variation in the colour of the print that lies within the spectrum considered acceptable by the trade to be usual is not to be construed as a defect.

- 9.2 Deviation in volume by +/- 10 per cent for any one delivery is not a deficiency but does warrant a pro rata adjustment of the invoiced amount.

- 9.3 The customer accepts defects in the delivered number of products up to 0.025 per cent (250 pieces per million) based on 12 months rolling numbers.

10. Testing

- 10.1 RPC Superfos warrants that the goods are fit for any purpose confirmed in writing by RPC Superfos as well as in compliance with the EU Directive 10/2011 relating to plastic materials and articles intended to come into contact with foodstuffs and later revisions and regulations

Global and specific migration tests are satisfactory completed where required and are available upon request.

- 10.2 In accordance with the above regulations the Customer is required to perform testing to its own satisfaction.

11. RPC Superfos' responsibility for Errors and Defects

- 11.1 If events outside of the control of RPC Superfos, events that RPC Superfos could not have foreseen or events that RPC Superfos may not have influenced prevent it from making an agreed delivery, including but not limited to a break down of regularly maintained tools and/or equipment RPC Superfos is without responsibility ("Acts of God"). An act of terrorism will always be considered an act of God.

- 11.2 RPC Superfos cannot be held liable for any loss exceeding the purchase price according to the specific order.

- 11.3 If a delivery or part thereof contains defective goods, RPC Superfos may in its sole opinion decide either to reimburse the customer the invoiced amount or redeliver.

- 11.4 Goods that RPC Superfos has acknowledged as defective may be returned at the instigation of RPC Superfos and for its account.

- 11.5 If RPC Superfos deliver defective goods the liability of RPC Superfos is in any event limited in accordance with clause 11.2 above.

- 11.6 Any responsibility for defective products lapses at the latest one year after the delivery.

- 11.7 When the products sourced from RPC Superfos are filled with the Customer's own product it is the responsibility of the customer to ensure that the filling is done in a suitable manner and that the Customer's own transport wrapping does not damage the products, e.g. tightness and strength of wrapping material, adequate adherence to the pallet, temperature during transport etc..

12. Customer's obligation to examine goods delivered

- 12.1 Immediately upon delivery, or at the latest when the goods delivered have arrived at customer's business address, the customer is obliged to perform an examination of the delivery in accordance with good local practice.

13. Special conditions re. In-Mould-Labelled Packaging (IML) and decorated products

13.1 Repro material/design (art work)

- 13.1.1 The customer will supply RPC Superfos the repro material for labels/decoration, inclusive of drawings and other supporting specifications required for the production of IML packaging. RPC Superfos must approve this repro material. RPC Superfos is entitled to invoice the customer all costs originating from the production of artwork and plates.

- 13.1.2 Based on the repro material provided, RPC Superfos will prepare the film and plates to be used for the production of products

- 13.1.3 Test Imprints will be forwarded either physically or electronically for the approval of the design (art work) by the customer. In the event that the customer is not satisfied, the customer must without undue delay forward its objections to RPC Superfos. The absence of any reaction by the customer within one week will be regarded as satisfaction from the customer' side and production of the products will be initiated.

- 13.1.3 RPC Superfos shall be entitled to destroy the customer's art work/plats etc. when a minimum of 2 years has passed since the material was last used, and the customer has not reacted within 4 weeks after RPC Superfos' enquiry regarding the future use of the material.

13.2 Supply of IML products

- 13.2.1 RPC Superfos will confirm a final delivery date, based on the time when RPC Superfos is in receipt of the labels from its subcontractor.

13.3 Prices

- 13.3.1 Costs for design (art work) will be invoiced separately.

- 13.3.2 RPC Superfos may invoice purchased labels separately at the time of purchase hereof. If labels are paid on a current basis via the supplied products, waste and any remaining stock of labels will be invoiced no later than 6 months after purchase of the concerned labels.

13.4 Storage of labels

- 13.4.1 All labels are stored by RPC Superfos in compliance with good trade standards and are used in conjunction with the manufacture of IML products for the customer.

- 13.4.2 When deliveries of IML products are made to the customer RPC Superfos may furnish information on the number of labels used in the production as well as the number remaining on stock.

- 13.4.3 When IML products are manufactured the customer accepts label wastage of up to 5 per cent for semi-gloss labels and up to 15 per cent for high-gloss labels.

- 13.4.4 Scrap and any remaining stock will be destroyed no later than 4 weeks after invoicing, re. item 13.3.2 above, unless the customer has before then entered into agreement with RPC Superfos regarding the handling of this remaining stock.

13.5 Retention of title to repro material and labels

- 13.5.1 The customer retains title to the repro material that the customer has placed at the disposal of RPC Superfos with a view to manufacture the IML products.

- 13.5.2 Title to the film, plates and labels pass to the customer upon payment in full of the costs for the film, plates and labels as invoiced by RPC Superfos.

- 13.5.3 Provided that the customer has reserved the right to get the repro material, prepaid labels, films and plates to be used for the manufacture of IML products returned, RPC Superfos shall, at the request of the customer and without undue delay, return these items to the customer.

14. RPC Superfos' liability for delayed deliveries

- 14.1 RPC Superfos is not liable for delays that are outside the control of RPC Superfos or could not have been foreseen ("Acts of God").

- 14.2 In no event is RPC Superfos responsible for operational loss, loss of production time, loss of profit or other indirect loss.

- 14.3 If RPC Superfos is responsible for the delay the customer may claim compensation for its documented loss, subject however, to the wording of 14.2 above. In no event the compensation shall exceed the contract price for the actual delivery or EUR 10,000 per delivery or series of deliveries, whichever is the higher.

- 14.4 In case of delay the customer has no rights to compensation beyond the conditions stated under 14.3 above.

15. Product liability

- 15.1 RPC Superfos is liable for professional property damage if the damage is proven to have been caused by the error or negligence of RPC Superfos or by a party for which RPC Superfos is liable. However, the liability is limited to EUR 250,000 per incident, delivery or series of deliveries.

- 15.2 RPC Superfos is never liable for operational loss, loss of production time, loss of profit or similar indirect loss.

- 15.3 The limitation in RPC Superfos liability as stated 15.1 and 15.2 above is waived if RPC Superfos commits gross negligence.

- 15.4 RPC Superfos may be held liable for personal injury and consumer property damage in accordance with Danish law and regulations.

- 15.5 The customer must keep RPC Superfos free from any third party claims exceeding what follows from 15.1 to 15.4. above. If a third party raises claims against any of the parties, the other party must be informed without undue delay.

- 15.6 RPC Superfos and the customer are reciprocally obliged to be sued at the court of law or arbitration that may handle claims against them raised on the basis of damage or loss claimed to have been caused by the supplied product. The interrelation between RPC Superfos and the customer must always be settled according to Danish law.

- 15.7 It is the responsibility of the customer to ensure that the artwork of the product contains all such warnings and cautions which under the circumstances are required and considered adequate guidance of the public. The Customer shall hold RPC Superfos harmless for any and all claims that may be raised against the Customer and/or RPC Superfos as a consequence of insufficient guidance on the proper handling and/or use of the product.

16. Storage of finished products

- 16.1 If by special stock holding agreement finished goods are stored at RPC Superfos the customer accepts to take delivery within three months from the production date of the goods.

- 16.2 Any remaining stock of finished goods remaining on stock at RPC Superfos after the three months period in 16.1 has lapsed the customer will be invoiced for the remaining stock.

- 16.3 Any remaining stock will be destroyed no later than 4 weeks after invoicing, re. 16.2 above, unless the customer has before then entered into agreement with RPC Superfos regarding the handling of this remaining stock.

17. Traceability

- 17.1 RPC Superfos has full traceability of its products up to the time of delivery to the Customer.

- 17.2 In order to ensure compliance with the Framework Regulation 1935/2004 (EC Directive 89/109/EC) and local regulations where applicable it is the responsibility of the Customer to ensure that the EAN number or bar code is recorded and stored (an example of the EAN number may be (00) 0 12 34567 1 74541 099 2). The EAN number or bar code is situated on the label which is attached to the pallet or the cardboard box in which the goods were delivered. If the number or bar code is not retrievable the full traceability may not be secured.

18. Confidentiality

- 18.1 RPC Superfos and the customer are obliged not to divulge to any third party such information that is obtained in connection with the business relationship if the information is of such nature that it is reasonable to assume that the information is confidential.

19. Transfer of rights and obligations

- 19.1 RPC Superfos is free to assign or transfer its rights under the contractual agreement to a third party. RPC Superfos may assign or transfer its obligations under the contractual agreement to a parent company, subsidiary, Sister Company or an associated company. The customer may resist such an assignment under the contract only if the customer may beyond reasonable doubt, demonstrate that the assignment of the contract might jeopardise the successful observation of the contract.

- 19.2 The customer may not assign its rights or obligations in relation to the entered agreement to any third party without prior written consent of RPC Superfos. RPC Superfos cannot withhold such consent unreasonably.

20. Law and jurisdiction

- 20.1 These Standard Sales and Delivery Terms shall be governed by and construed in accordance with Danish law.

- 20.2 Disputes, which according to 15.6 above are subject to another jurisdiction, are subject to the Danish Court of Arbitration according to the rules and regulations applicable to this court. The language of procedure is Danish.