

1. GENERAL TERMS

- 1.1 These terms apply to all agreements on sale and delivery of any product/service from BetaPack A/S ("BetaPack"), unless expressly deviated from upon written agreement. Any reference by the customer to terms in tender documents, orders etc. shall not imply that such terms are agreed between the parties.
- 1.2 Special purchase terms or specific requirements of the product/service shall not be binding on BetaPack, unless BetaPack accepts such terms expressly and in writing.
- 1.3 If a provision of these terms is disregarded as wholly or partly invalid, this shall not affect the validity of the other provisions. The invalid provision shall not become void, but instead be amended so that the provision becomes valid and comes as close as possible to the result which would have been achieved had the provision been valid.

2. TECHNICAL DOCUMENTATION

- 2.1 Product information, illustrations, drawings and other information on technical data such as weight, measures, volume, strength, load capacity, material etc. in catalogues, brochures, other marketing material or on websites are indicative only. Such information shall only be binding subject to a separate guarantee.

3. PRICES

- 3.1 BetaPack's indicative prices (excluding VAT and other taxes) appear from the price list sent to the customer. BetaPack may at any time adjust the prices, and the prices are not binding on BetaPack until BetaPack has confirmed the order and the price in writing to the customer.

4. PAYMENT

- 4.1 The purchase price falls due 14 days after the invoice date at the latest, unless otherwise specified in the invoice.
- 4.2 Payment shall be made by bank transfer to BetaPack's account at the customer's expense, unless otherwise agreed.
- 4.3 In case of late payment, the customer will be charged default interest of 2.5% of the due balance for each commenced month to be calculated from the last payment date in time until payment is made. Furthermore, BetaPack may withhold additional deliveries until all due amounts are settled.

- 4.4 The customer shall not be entitled to set-off claims originating from other relations against the purchase price, and the customer shall not be entitled to exercise a lien or deny payment due to delay, notification of defects or counterclaims regarding the relevant delivery.

5. DELIVERY

- 5.1 Unless otherwise agreed, delivery will be made DAP customer's address (Incoterms 2020).
- 5.2 If the customer has special requests regarding packaging, BetaPack may demand separate payment therefore.
- 5.3 If delivery is not possible due to circumstances for which the customer is responsible, the product will be stored at BetaPack's stock at the customer's expense and risk. BetaPack may charge the customer with stock rent and other costs.
- 5.4 If a fixed time of delivery has been agreed, BetaPack is entitled to extend such time by 30 working days from expiry of the fixed time of delivery on condition that prior to this time BetaPack notifies the customer of the extension. The customer shall have no remedies for breach until after expiry of the extended time of delivery.
- 5.5 If BetaPack exceeds the (extended) time of delivery, the customer is entitled to terminate the agreement forthwith, provided that BetaPack has not delivered the product/service within an additional time of at least 5 working days to be fixed by the customer in writing. If the customer chooses to terminate the agreement with immediate effect, the customer is only entitled to a refund of payments already made in respect of the delayed product, but not to a refund of payments for other products. The customer shall have no other remedies for breach caused by the delay in question and shall thus be prevented from making any claim for damages.

6. RETENTION OF TITLE

- 6.1 Any delivered product shall remain the property of BetaPack until the full purchase price plus any interest and costs has been settled.
- 6.2 Until the title has passed to the customer, the customer shall insure the delivery at replacement value against fire, theft and water damage and shall not modify, move, pledge, let out or lend the product in any way.

7. RETURN GOODS

- 7.1 Returned goods is only accepted by prior arrangement and will be credited with a return reduction on 20% of the value. The packaging must be in original and undamaged condition and the goods must be marketable and saleable. The customer incurs for the return freight.
- 7.2 Special produced goods, Private Label goods and goods taken home by order from the customer are non-returnable.
- 7.3 Goods with limited durability – including tapes, adhesives and sealants – are non-returnable.
- 7.4 The return shipment must be labelled with a return order number that is obtained from BetaPack.

8. DEFECTS AND COMPLAINTS

- 8.1 Unless expressly deviated from in a warranty made by BetaPack, the below provisions shall apply.
- 8.2 Immediately upon receipt of a delivery, the customer shall inspect and examine the delivered products for any defects.
- 8.3 In case of visible and/or observable defects, the customer shall immediately and in any case within 3 working days notify BetaPack of the defects.
- 8.4 In case of hidden defects, the customer shall make a notification of defects immediately after establishment of the defects, and in any case within 3 working days thereafter. However, notices of defects cannot be made later than 3 months after delivery. BetaPack shall only be liable for original defects.
- 8.5 Any notice of defects shall be given in writing and include a detailed description of the defects confer to BetaPacks complaint forms which can be found on www.betapack.dk.
- 8.6 If the customer fails to give proper notice of a defect in time, the customer shall lose his right to make a complaint on account of the defect.
- 8.7 BetaPack's liability for defects shall always and in any situation be limited to making a replacement delivery, remedying the defect or allowing the customer a proportionate reduction of the agreed purchase price, such reduction to be fixed by BetaPack. The customer shall have no other remedies for breach.

8.8 If the customer makes a complaint as a result of a defect, and it turns out that there is no defect for which BetaPack is liable, BetaPack may claim payment for the work performed as a consequence of the unfounded notice of defects.

9. TRANSPORT DAMAGE

9.1 In case of visible transport damaged goods, the customer must immediately complain by the reception of the goods.

9.2 At the reception of the goods the customer must take precaution on the CMR-bill of lading and delivery note – otherwise the transporter cannot be held responsible.

9.3 If the above is not followed, then the customer's right to complain about the transport damage lapses.

10. PRODUCT LIABILITY

10.1 BetaPack shall only be liable for defects in products pursuant to the mandatory provisions of the Danish Product Liability Act (Produktansvarloven) that cannot be derogated from by agreement. BetaPack disclaims any other kind of product liability. In the relation between BetaPack and the customer, BetaPack's liability shall not exceed the coverage of BetaPack's product liability insurance in terms of money.

10.2 If BetaPack incurs liability to any third party based on products sold to the customer, the customer shall indemnify BetaPack to the same extent as the extent, to which BetaPack's liability is limited pursuant to this clause 9.

10.3 The customer shall, without undue delay, notify BetaPack in writing of any product liability damage or injury or of any risk that such damage or injury may occur.

11. LIMITED LIABILITY

11.1 Irrespective of the basis of liability and the degree of negligence, BetaPack shall not be liable for any indirect or consequential losses such as loss of profits, loss of earnings, loss of goodwill or loss of anticipated savings. BetaPack's liability for any loss or damage shall be limited to the amount paid by the customer for the product, on which the claim is based.

12. FORCE MAJEURE

12.1 BetaPack shall not be liable towards the customer for delay caused by circumstance beyond the reasonable control of BetaPack. In this case, BetaPack is enti-

tled to postpone delivery, until such obstacle to fulfilment has ceased or, alternatively, to terminate the agreement with immediate effect in whole or in part without being liable for damages.

12.2 As force majeure is considered for example war and mobilisation, insurrection and civil commotion, acts of terrorism, natural disaster, strikes and lockouts, shortage of goods and defects or delays in deliveries by sub-suppliers, fire, shortage of transport, currency restrictions, ban on imports or exports, death, disease or the resignation of key persons.

13. MARKETING

13.1 BetaPack is entitled to use the customer as reference in its marketing material.

14. INTELLECTUAL PROPERTY RIGHTS

14.1 BetaPack shall not be obliged to check whether drawings, sketches, models etc. forwarded by the customer violate third party intellectual property rights. If a third party advances claims against BetaPack on grounds that third party's intellectual property rights are violated by products produced on the basis of material or upon instructions from the customer, the customer shall indemnify BetaPack for any claim and any expense incidental thereto and shall join as a third party to the action at the court or arbitration tribunal trying the claim for damages.

14.2 Printing blocks, moulds, tools etc. which BetaPack has developed and/or have had made remain the property of BetaPack. If the above-mentioned are custom-made and/or custom-designed for the customer's products, BetaPack shall only be entitled to use such printing blocks, moulds, tools, etc. for the customer's order unless the customer consents to any other use.

14.3 If the customer has paid all costs related to the making of printing blocks, moulds, tools etc., they are the property of the customer (irrespective of clause 14.2). However, BetaPack may destroy such objects in BetaPack's possession without notice if the customer has not ordered and received deliveries of the items relating to the object for 24 months.

15. APPLICABLE LAW AND VENUE

15.1 Any dispute between BetaPack and the customer shall be settled according to Danish law excluding, however, the conflict of law rules of Danish law or CISG.

15.2 Disputes shall, at BetaPack's own discretion, be settled before (i) the district court of Aarhus or (ii) by arbitration before the Danish Institute of Arbitration (Copenhagen Arbitration) in accordance with its "Rules of Procedure" applicable at the initiation of the arbitration proceedings. The arbitration tribunal shall sit in Aarhus

15.3 Notwithstanding the above provisions, BetaPack may always choose to bring an action against the customer at the customer's home court.

15.4 Furthermore, the parties shall be mutually obliged to join any lawsuit as a third party before a court settling claims for damages regarding product liability advanced by a third party against one of the parties if the case relates to products sold by BetaPack to the customer.

16. TOLERANCES AND GENERAL NON-CONFORMANCE

16.1 In relation to signs, figures, letters etc., the customer shall accept a non-conformance of +/- 2 mm in relation to fit and +/- 2% in relation to size.

16.2 BetaPack strives to achieve that 98% of the EAN codes are readable, but no warranty is given. The customer approves that not all EAN codes will be readable.

16.3 Models and samples demonstrated only serve as the basis of discussion of what is to be delivered and are not binding for BetaPack. Unless otherwise agreed in writing, the customer cannot rely on differences between such models and samples and the delivered product.

16.4 BetaPack assumes no liability for the colour of the delivered product being light-resistant. Furthermore, the customer shall accept deviations in the colour that are customary in the relevant line of business.

16.5 In addition to the provisions of this clause 16, the provisions of clauses 17 and 18 shall apply to paper-based packaging and displays and foil based packaging.

17. TOLERANCES AND NON-COMFORMANCE FOR PAPER-BASED PACKAGING AND DISPLAYS

17.1 In relation to paper-based packaging and displays, BetaPack may deliver more or less than agreed as follows:

- Up to 500 pcs.: 20%
- Between 500 and 3,000 pcs.: 15%
- More than 3,000 pcs.: 10%

**18. TOLERANCES AND NON-
CONFORMANCE FOR FOIL BASED
PACKAGING**

- 18.1 BetaPack may deliver more or less than agreed, always provided that the deviation does not exceed what is customary in the line of business. However, the customer shall always accept deliveries in excess of or under +/- 15% or up to +/- 50 kg on jobs below 200 kg.

*(Revised and applicable from 5th of
February 2020)*