

DELIVERY TERMS

10th October 2022

1. SCOPE

These delivery terms shall be applied unless otherwise agreed. The company performing the work to order is hereinafter called the Supplier and the company placing the order or requesting a tender is called the Client.

2. GOOD BUSINESS PRACTICE

The Supplier and the Client shall observe good business practice and due care in all their activities.

3. CLOSURE OF SALE**3.1 Tender**

The tender shall preferably be in writing. The tender and the related documents and the rights thereto are the Supplier's property. The recipient of the tender shall not have the right to use them to the Supplier's disadvantage or to disclose information about them to a third party or to take advantage of the tailored solutions included in the tender.

In the absence of an established practice between the Supplier and the Client, the tender shall specify the quality and other requirements that the material supplied by the Client must fulfil.

If drafts or work samples that cannot be considered to constitute a part of standard tendering practice are ordered from the Supplier, a reasonable compensation shall be paid for them even if the Client does not accept the tender. The Supplier shall give the Client an advance estimate of costs that will incur.

The Supplier has the right to cancel the tender if, upon receipt of the materials, the content to be printed is revealed to not be in good taste or could be considered to contradict the Supplier's values, or the execution of the work could cause damage to the Supplier's reputation.

3.2 Conclusion of Contract

The tender shall be valid for 30 days with intermediate sale reserve unless otherwise mentioned. The timetable included in the tender shall not be binding to the Supplier if, during the period between the submission of the request to tender and the Client's response, the Supplier concludes an agreement on a job of which it was not aware when the tender was submitted. In this case, the Supplier shall contact the Client without undue delay to negotiate a revised timetable.

When the contents of the order are changed, the tender document must also be updated in order to provide the Client and the Supplier with an up-to-date document of the tender's contents and terms and conditions. The invitation to tender, the tender and the acceptance by the Client shall together constitute an order agreement, unless a separate contract is drawn up. The order agreement documents shall specify a delivery timetable.

Contracts valid for an indefinite period shall contain provisions for the notice period. Unless otherwise agreed, the notice period is three months.

4. SUPPLIER'S OBLIGATIONS**4.1 Time of Delivery**

Unless otherwise agreed, the time of delivery shall begin on the latest of the dates listed below:

- a) the date of conclusion of the order agreement,
- b) the date the Client provides the information and/or material necessary for the delivery,
- c) the date when agreed security or an advance payment is provided.

4.2 Delivery Clause

Unless otherwise agreed, deliveries shall adhere to the Finnterms clauses. If the parties have not agreed upon a delivery clause, the product will be handed over on the agreed date at the Supplier's warehouse (Finnterms NOL).

Freight and packaging costs shall be borne by the Client, unless otherwise agreed.

4.3 Transfer of Liability for Risk

The liability for damage to the product will be transferred to the Client when he, or someone acting on his behalf, receives the product or should have received the product according to the contract, unless otherwise specified in the delivery clause. If the product is not handed over at the right time due to a reason attributable to the Client, liability for risk shall be transferred to the Client after the Supplier has performed the actions he is contractually obliged to perform in order to enable the product to be handed over.

4.4 Faulty Product

The product is faulty if it deviates considerably from what was agreed or what may be expected of the product considering standard good trading practices in the field.

The product will not be considered faulty if

- a) the defect in the product is due to faulty original material, a correction open to various interpretations or an error that was not corrected in the proof approved by the Client,
- b) there is a slight deviation from the submitted colour proof or paper sample, approved customer proof or similar. Unless otherwise agreed, the paper will be

considered to conform to the sample if it is of the same quality as defined by the paper industry,

- c) the product contains a deviation caused by ordinary tolerances of production,
- d) a maximum of 1% of the items of the consignment are faulty.

4.5 Delayed Delivery

The Supplier shall notify the Client without undue delay if it is likely that the order cannot be delivered within the agreed timetable. The notification shall include an estimated delivery time.

The Client shall have the right to receive compensation from the Supplier for the direct costs resulting from the delayed delivery, to the extent that the maximum amount for such compensation will be the value of the agreed delivery. Indirect damage to the Client will not be compensated.

4.6 Subcontractors

The Supplier shall have the right to subcontract unless otherwise agreed in the contract. The Supplier shall not be released from liability for errors by stating that the error is caused by the subcontractor.

The Supplier shall deliver a sufficient number of extra copies to the subcontractor for covering normal production loss.

5. CLIENT'S OBLIGATIONS**5.1 Delay by the Client**

The Client shall inform the Supplier without undue delay if it is apparent that he will not be able to supply on time the information and/or material necessary for the work or otherwise meet his contractual obligations. The work timetable shall be renegotiated due to a delay by the Client. If the notified delay causes considerable inconvenience to the Supplier, he will have the right to dissolve the contract.

The Supplier will be entitled to compensation from the Client for the direct costs caused by the delay.

5.2 Liability for Errors in the Material

The Supplier shall notify the Client without undue delay if the material supplied by the Client is not suited for the performance of the work and, upon request, give the Client an estimation of additional costs that will incur.

The parties shall follow the instructions given by the Supplier or other agreed instructions (file format, equipment, software, operational models etc.) when transmitting material in digital form to one another. The party that fails to observe these instructions shall be liable for any ensuing faults.

If the instructions concerning the material have been followed, the Supplier shall be liable for errors caused during the processing of the digital material. However, if the defect is due to incompatibility of the employed equipment or software, programming errors or other factors that cannot have been anticipated, the Supplier shall not be held liable.

Any alterations to the material provided by the Client shall be done in writing. The Client shall be responsible for instructions or changes given over the telephone.

The Supplier shall not be responsible for errors in the content of the material.

Proofs included, inspection of proofs and timetables shall be agreed separately.

5.3 Contract Price

Prices are quoted excluding value added tax in the tender. In consumer trade, the prices are quoted including value added tax or the amount of the value added tax is stated separately.

The contract price is the price agreed between the parties or, if no price has been agreed, the contract price will be the current price charged by the Supplier.

In addition to the agreed price, the Supplier shall be entitled to invoice costs incurred as a result of:

- a) defects in the material provided by the Client,
- b) the Client's corrections and alterations not included in the agreed original material,
- c) delays attributable to the Client,
- d) additional proofs, print or ink samples requested by the Client,
- e) overtime at the request of the Client or
- f) other such extra costs for which the Client is responsible.

If there is a need to invoice any extra costs mentioned above, the Supplier shall notify the Client without undue delay.

5.4 Print Run under or over the Agreed Number

If the nature of the work order does not necessitate an exact number of copies, the number of copies delivered by the Supplier may deviate from the agreed number by a maximum of 5% when the order is for a maximum of 20,000 copies. When the agreed number of copies exceeds 20,000, the maximum deviation is 2%.

Credit notes for the copies lacking from the agreed total number and invoices for the excess copies shall be forwarded in accordance with the terms of the tender. The Client has no obligation to pay for copies in excess of what has been stated in the foregoing paragraph.

5.5 Complimentary Copies

The Supplier shall send complimentary copies of the product to libraries as laid down in the Finnish Act on preserving and archiving cultural material (Laki kulttuuraineistojen tallettamisesta ja säilyttämisestä 1433/2007) at the Client's expense.