

# GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY JANUARY 2017

*These terms and conditions of sale and delivery shall apply **between the Customer and 07 Media AS** unless otherwise agreed in writing between the parties.*

## 1. QUOTATIONS AND CONTRACT

1.1 All quotations are binding for two months from the date of quotation unless otherwise specified in the quotation.

A binding contract shall be deemed to have been entered into when an order is placed or an order confirmation is accepted.

The undertaking will be supplied by one or more of 07 Media's subsidiaries and/or subcontractors.

1.2 If a rolling or time-limited contract has been entered into, each of the parties is entitled to terminate the contract with 3 (three) months' notice during the contract period if one of the parties can reasonably be said to have not fulfilled its obligations under the contract. Prior to any termination, the parties undertake to hold an evaluation meeting to ascertain whether adjustments to the collaboration procedures might make it possible for the contract to continue.

In cases of material breach of contract, the contract may be rescinded with immediate effect by either party. Before any such rescission, the party wishing to rescind the contract undertakes to convene a negotiation meeting.

## 2. PRICES AND PRICING TERMS

2.1 All prices are stated excluding VAT.

2.2 The price does not include:

Additional work or additional costs incurred if, after the contract has been entered into, the basis material proves to be incomplete or insufficient.

Additional costs caused by the orderer's requested changes or additions after the contract has been entered into.

Additional costs – including any use of overtime – caused by delay or other circumstances attributable to the orderer.

Additional costs for equipment/materials purchased specifically for an order and that prove to be superfluous because the Customer changes its order after the contract has been entered into.

Additional costs incurred if the prices of raw materials or public taxes and fees change between the date of the quotation and the start of production.

Project management, unless specifically agreed to be part of the delivery.

2.3 When the original material is supplied wholly or partly in digital form, the price and date of delivery are based on such material having been provided in accordance with 07 Media's recommendations.

## 3. DELIVERY

3.1 Delivery shall be deemed to have taken place when the goods have arrived at the delivery address. For non-physical services, delivery shall be deemed to have taken place when the customer has accepted the delivery.

3.2 07 Media shall notify the orderer without undue delay in the event of circumstances that will delay the delivery. Any claim for compensation for delay must be submitted within 8 (eight) days of the actual delivery in order to be valid.

3.3 If the orderer is adversely affected as a result of a delivery that is too late, it can claim compensation for documented direct loss, limited to 10 per cent of the invoice amount for the undertaking that was delayed.



3.4 Under no circumstances can the orderer claim compensation for delayed delivery in excess of what is specified in item 3.3. Therefore, the orderer can under no circumstances claim compensation for indirect loss, including the Customer's loss of earnings of any sort, loss due to operational interruptions, consequential loss or claims from third parties.

#### **4. PAYMENT**

4.1 Payment shall take place within 20 days of the invoice date. Payment has taken place when the amount has been recorded on 07 Media's account.

4.2 If payment does not take place by the due date, interest on overdue payments shall be charged in accordance with the prevailing percentage rate and the Norwegian Act relating to Interest on Overdue Payments, etc.

4.3 As security for correct payment, 07 Media has right of retention for goods or other objects that the orderer may deposit with 07 Media. 07 Media is entitled to realise such objects in order to cover its claim. If such realisation may be necessary, the orderer shall be given prior notification.

4.4 07 Media reserves the right to cease ongoing work if the Customer has not paid an overdue account.

4.5 In the event of any complaint, the orderer is only entitled to retain the part of the invoice amount that is disputed. If such an amount is retained, interest shall be incurred in accordance with item 4.2 if the complaint is not upheld.

4.6 In the case of assignments that are particularly large and that have a production time of over one month, 07 Media is entitled to invoice the assignment in parts as each part of the assignment is completed.

#### **5. DEFECTS**

5.1 07 Media shall not be held responsible for faults or deficiencies that the orderer has not rectified in previous versions of the undertaking.

5.2 If the Customer perceives the delivery to be deficient, it must submit its complaint in writing within 8 (eight) days. If the orderer makes its complaint too late, it shall lose its opportunity to make a valid complaint about the deficiency.

5.3 If a complaint is made within the deadline concerning a deficiency that is not sufficiently serious to prevent the delivered product from being used for its intended purpose (i.e. there is no reduction in its market value or informational value), the orderer's claim shall be limited to a reduction in the price.

5.4 If the deficiency is sufficiently serious that the delivered product cannot be used for its intended purpose, and rectification cannot take place within a reasonable time, the orderer can cancel the purchase. Any such cancellation requires that the goods be returned in full, and any right to compensation shall lapse.

5.5 Under no circumstances can the orderer claim compensation for indirect loss – including, but not limited to, operating loss, consequential loss, incidental loss and loss of earnings – as a result of any defect in the delivered product. 07 Media's liability is nevertheless limited to 50 per cent of the invoice amount for the goods that are deficient.

#### **6. LIMITATION OF LIABILITY**

6.1 If an extraordinary situation should occur that under Norwegian law must be deemed to be force majeure, the other party shall be notified of this as soon as possible. The affected party's obligations shall be suspended for as long as the extraordinary situation persists. The other party's obligations shall also be suspended for the same period of time.

In such an extraordinary situation, the other party may only terminate the contract if the situation lasts or is expected to last for more than 30 (thirty) calendar days, and then only with 15 (fifteen) calendar days' notice.

6.2 07 Media can store files used in connection with the orderer's order. A price for this service shall be agreed between the parties. Reuse of stored files is at all times dependent on software being available that supports conversion from the versions used for the stored material. If storage is not agreed, electronic files will be deleted after production has finished and the complaint deadline has expired.

6.3 If it is agreed between the parties that stored files shall be handed over to the Customer, the orderer shall pay the costs of delivery. In cases where 07 Media, through its work for the Customer, has obtained right of ownership or rights in accordance with the Norwegian Act on Intellectual Property, the data files cannot be handed over without special agreement.

## **7. OWNERSHIP**

7.1 Original material supplied by the orderer shall be returned immediately after the assignment has been completed, unless otherwise agreed between the parties.

7.2 Drawings, text, photographs, sketches, drafts, proof works, etc. prepared by 07 Media are the property of 07 Media, and the orderer cannot require that they be handed over without prior agreement.

7.3 The basis material described in item 8.2 may only be used for work for the orderer or with its consent.

## **8. COPYRIGHT**

8.1 It is the responsibility of the Customer to ensure that they are legally entitled to publish written material, images, drawings or other materials.

8.2 If, in connection with the assignment, the Supplier has created drawings, text, photographs, sketches, drafts, proof works, etc., it retains copyright to these. The Customer is not entitled to use such intellectual property in any contexts other than those that the material was prepared for.

8.3 The originator is entitled to be named in accordance with generally accepted practice.

## **9. MISCELLANEOUS PROVISIONS**

9.1 At its own risk, 07 Media is entitled to allow assignments to be partly or wholly performed by subcontractors.

9.2 07 Media undertakes to treat the orderer's enquiry and assignment in such a manner as to prevent, as far as possible, unauthorised third parties from becoming aware of the assignment.

9.3 The parties agree to attempt to resolve any disputes between the parties regarding the interpretation and implementation of this contract by negotiation. If no agreement can be reached in such a dispute, the case can be submitted to the Federation of Norwegian Industries – Graphic Arts Industry Association's *Competition and Dispute Committee* for a guiding statement. If this statement does not lead to any agreement, either of the parties can require that the case be settled in an ordinary court of law. Oslo District Court shall be the legal venue. If the parties agree, the case can be settled by arbitration pursuant to chapter 32 of the Norwegian Dispute Act.

## **10. MATTERS SPECIFIC TO GRAPHIC PRODUCTION**

10.1 Regarding periodical work, if no particular notice period is agreed then a period of 3 (three) months shall apply for publications with fewer than 8 (eight) issues per year, and 6 (six) months for publications with 8 (eight) or more issues per year.

10.2 07 Media undertakes to supply a complete print run and to ensure that as far as possible it equates to the quantity ordered. The orderer must accept an over- or underdelivery of up to 6 per cent if the print run ordered is up to 10,000 copies, and up to 4 per cent for larger print runs. If an assignment requires specially produced paper, 07 Media can make an over- or underdelivery of up to double the above percentages. An over- or underdelivery within the specified limits shall be deemed to be in accordance with the contract and shall not constitute a defect.

10.3 When the print run delivered differs as described above in accordance with a contract that has been entered into, a deduction or addition will be made to the price for the assignment on the invoice in accordance with the price per copy for the assignment.

10.4 If the orderer must have a specific minimum print run, this must be specified in writing at the time of order. If 07 Media nevertheless cannot supply the minimum print run, the orderer shall decide whether a reprint is to be made at no extra cost to the orderer or whether the reduced print run is to be supplied and the price reduced as described in item 10.3.

10.5. In any assessment of whether a defect exists, the parties shall take into consideration that the supplied product has been reproduced by means of industrial processes. Small discrepancies from proof prints or technical specifications do not constitute a defect and do not give an entitlement to a price reduction.

10.6 If the ink saturation level of an assignment or a page exceeds the paper manufacturer's recommendation, the chances of colour discrepancies and ink rub-off in the finishing process increase.

If the ink saturation level supplied by the Customer as a PDF is over the manufacturer's recommended limits, the Customer's right to complain about colour discrepancies and/or ink rub-off lapses.