

SALES AND DELIVERY TERMS

General part:

The following sales and delivery terms apply to the sale of products from MedPack Aps to the customer unless changes are in writing and expressly approved by MedPack Aps.

1. Offer, acceptance, and order confirmation.

Offers is binding. Unless a different acceptance period is stated in the offer, this applies 30 days from the date of the offer.

Customer orders must be followed up by a written order confirmation accompanied by these sales and delivery terms before a contract is finally concluded.

All corrections must be approved in writing as part of the agreement. Oral corrections, including those made over the phone, are the responsibility of the customer.

2. Price.

All prices are excluding VAT. MedPack reserves the right to increase the price of the product accordingly in case of changes in public charges that may come into effect in the period between the offer/order confirmation and delivery.

Preparation of sketches, layout, clean drawing, text proposals, proof, Cromalin, etc., takes place at the customer's expense, unless otherwise expressly agreed. Price offers/order confirmations submitted in foreign currency can be changed in line with the exchange rate change until payment takes place.

MedPack is entitled to demand separate payment for work incurred because of defects in raw material supplied by the customer, corrections after order placement/acceptance, overtime, or other measures subsequently agreed upon.

MedPack reserves the right to demand payment after 6 months for storage of goods taken back into the warehouse by an agreement with the customer, and where consumption is zero or limited. Price per pallet space is 60 DKK/month, is invoiced quarterly.

3. Payment.

MedPack is entitled to request advance payment for specially manufactured products (e.g., sachets, printed or colored tubes). The procedure is not an expression of distrust in the customer's ability to pay, but only because the products are manufactured and tailored to the customer's specific wishes and requirements. This means that the products cannot be used for other purposes and thus be approximately worthless in a situation where they were to be sold to another party. The amount of the advance payment is described in the order confirmation.

The latest timely payment date appears on the invoice. The payment is net cash.

If payment is made after the last due payment date, the customer may be charged late payment interest at 10% per annum above the official discount from the invoice date at any time.

4. Delivery.

The stated delivery times are provisional. If timely delivery is prevented by conditions at the customer's place, MedPack can demand a deadline extension and cost compensation. Delay is only significant if delivery is not made without unjustified delay on demand. Unless otherwise agreed, DAB is delivered according to Incoterms 2020.

5. Risk of accidental damage.

The risk passes to the customer according to the agreed Incoterm.

Storage of products at MedPack, at the customer's request, takes place at the customer's risk and insurance.

MedPack is obliged to take out the desired transport insurance at the customer's request and at his expense.

6. Deficiencies.

MedPack has no responsibility for errors that the customer has not corrected in proofs or test print in writing.

We reserve the right for minor color differences on delivered tubes compared to the approved color plates. On tubes in PCR/recycled material, the origin of recycled material varies from production to production. The color differences in the granulate can affect the color of the tube as well as small unevenness in the surface etc.

Minor deviations from an approved sample or agreed specifications do not entitle the customer to a price reduction or to refuse receipt of the ordered goods.

MedPack is entitled to deliver quantities that deviate downwards or upwards from the ordered or offered quantity by up to 10% or up to the next full box of tubes. The quantity delivered is invoiced at the agreed unit price. When the product or a sample thereof has reached the customer, they are obliged to examine it immediately. Errors discovered during this examination must be reported to MedPack in writing immediately. Errors or defects that are discovered later must also be reported to MedPack immediately after detection. MedPack cannot be held responsible for errors that should have been detected during the inspection in the event of later complaints. Delayed complaints according to the above rules result in the customer losing the right to make the defects valid.

If a defect can be remedied without inconvenience to the customer, the customer must tolerate MedPack carrying out remedial action. If the customer himself provides material for the delivery, MedPack is not liable for errors or defects that can be attributed to this.

It is the responsibility of the customer to ensure that the product can be used for the specific purpose intended. The customer bears the responsibility for deviant use.

MedPack is not responsible for defects in the product that occur because of the customer's incorrect storage/handling.

However, this disclaimer does not apply if the damage/loss is caused by MedPack's gross negligence.

7. Property rights, copyrights, and liabilities, including product liability.

Property and copyright. MedPack's Artwork, sketches, layouts, drawings, text proposals and similar, regardless of the technique used to create them and regardless of how they are stored, belong to MedPack, and may not be handed over to third parties without MedPack's approval.

What MedPack has provided or caused to be provided for use in the delivery, be it processing or intermediate products, such as reproduction and printing media, regardless of the technique used to produce them and regardless of how they are stored, as well as tools, e.g., punching, and embossing tools, are the property of MedPack and cannot be demanded to be handed over after the work has been completed. This applies regardless of whether the provided items are separately invoiced. MedPack assumes no responsibility for the customer not having the necessary right to the material submitted for use in the production of the product. If MedPack infringes the rights of a third party because the customer lacked the necessary right to the material, MedPack can seek recourse from the customer for any financial claim that MedPack may have to make on that occasion. MedPack can also claim recourse if the product is in breach of public regulations.

Force majeure

If delivery is prevented by force majeure, MedPack incurs no liability and may cancel the agreement in whole or in part or postpone the

delivery with a reasonable deadline beyond the delivery date.

Force majeure includes: labor disputes, military conscription, war, blockade, barriers, political unrest, government intervention of various kinds, such as confiscation, export and import bans as well as refusals from authorities to export and import applications, fire, water damage, and other natural disasters, interruption of transport or traffic by railways, ports, or other traffic institutions and means of transport, scarcity of goods on the world market, currency restrictions, and failure or delay from MedPack's supplier, due to force majeure and other similar force majeure situations.

MedPack is not liable for loss of operation, loss of profit, or other economic consequential losses.

Product liability

MedPack is only liable for personal injury if it is proven that the damage is due to an error or negligence committed by MedPack or others for whom the company is responsible.

In no case MedPack is responsible for operating loss, loss of time, loss of profit, and similar indirect losses or other financial consequential losses. Thus, MedPack is not responsible for losses caused by accidental accidents, accidental damage, or negligence on the part of MedPack or its employees or subcontractors, which cannot be considered gross.

The customer must indemnify MedPack to the extent that MedPack is held liable to a third party for such damage and loss for which MedPack is not liable to the customer under these terms and conditions of sale and delivery.

If a third party makes a claim against one of the parties for liability under this clause, that party must immediately notify the other party thereof.

MedPack and the customer are mutually obliged to submit to the jurisdiction of the court or arbitration tribunal dealing with claims for compensation brought against one of them based on damage or loss allegedly caused by the product.

8. Disclaimer.

Regardless of what liability MedPack may incur. Be it in the form of liability for defects, liability for delay, business and product liability, or other liability, compensation from MedPack may never exceed the invoice amount for the service in question.

For filling tasks, MedPack is responsible for ensuring that the product does not become infected during filling. MedPack therefore always takes a sample, called a "reference sample," from the customer's bulk delivery – regardless of whether the customer provides a Certificate of Analysis (COA) with the bulk delivery. After filling, a sample is taken from the finished product and sent for microbial testing. If the test shows that the finished product is contaminated, another finished product sample is taken for testing. If this sample is also contaminated, the reference sample is sent for testing to determine if the product was contaminated before filling. If the reference sample is also contaminated, MedPack will disclaim responsibility for the contamination.

9. Miscellaneous.

MedPack is entitled to fully or partially have the work carried out by subcontractors.

10. Jurisdiction and choice of law.

Legal proceedings must, outside of the cases mentioned in the last paragraph of section 7, be brought before the court in the place from which MedPack's business is carried out.

11. Personal data.

The customer guarantees that the duty to provide information according to the Personal Data Regulation/GDPR to the registered persons in the material to be used for MedPack's solution and subsequent storage of the task at MedPack have been observed.

Danish law shall apply to any dispute between the parties.