



federation of the printing industry

## DELIVERY TERMS

29th May 2018

### 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 fulfill.

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.

#### 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 tallentamisesta ja säilyttämisestä 1433/2007) at the Client's expense.

### 5.6 Revision of Contract Price

The Supplier shall have the right to revise the price if currency rates, import charges or other charges, taxes or public charges beyond the control of the Supplier change before the Client's payment.

## 5.7 Term of Payment

Payment shall be effected within 14 days from the date of the invoice, unless otherwise agreed. If the work is delayed for reasons attributable to the Client, the Supplier is entitled to invoice the completed part of the order separately.

## 5.8 Delay of Payment

If payment is not effected within the prescribed term, the Supplier will be entitled to charge penalty interest from the due date of the invoice at its customary rate. In addition to the penalty interest, the Supplier will be entitled to charge reasonable collection costs.

The Supplier shall have the right to refuse to begin the next work phase if interim invoicing has been agreed and the Client has failed to pay the outstanding invoices as specified in the contract. The Supplier shall also have the said right if it is apparent in advance that the Client will not be able to meet his obligations. If completion of the work is delayed because of this, breach of contract by the Client shall be deemed to constitute the reason for the delay.

## 5.9 Furnishing of Security, and Right of Retention and Lien

The Supplier shall be entitled to require security for payment of the contract price if he has weighty reasons to assume that the contract price or parts thereof will be left unpaid. The Client may also require that the Supplier furnish sufficient security if he has weighty reasons to assume that the Supplier will be unable to fulfil his contractual obligations.

Should the Client fail in his duties concerning the agreed contract price and its payment or should the Supplier have weighty reasons to assume that the contract price or parts thereof will be left unpaid, the Supplier shall be entitled to refuse to surrender the products or the Client's other materials in his possession prior to receiving payment in full, regardless of the original contract. The Client shall be notified of such refusal.

The Supplier has the right of lien to all the Client's property he holds on behalf of the Client as security for his outstanding account.

If the Client fails to meet his contractual obligations to pay, the Supplier will have the right to liquidate the aforementioned assets at will, unless otherwise stipulated by the law. The liquidation of the assets may not unduly violate the Client's interests. The amount accrued by the liquidation in excess of the Supplier's outstanding account shall be transferred to the Client without undue delay.

## 5.10 Inspection, Complaints and Rectification of Defects

The Client shall inspect the received product without undue delay. A consignment claimed to be defective shall be inspected jointly.

If the Client wishes to refer to a defect, he shall submit (e.g. by email) a written notification of

- a) a delay within 10 days from the date the Client was informed about the delay,
- b) an essential defect or fault in the product within 10 days from receiving the product or from the date on which the Client should have inspected or received the product according to the contract,
- c) a hidden defect or fault that cannot reasonably have been identified during the inspection performed with due diligence upon receipt of the goods, within 10 days from the detection of the defect or fault.

Whenever possible, the Supplier shall be given the first choice of setting right an essential defect or fault attributable to him.

The Client will be entitled to a reasonable reduction of the price on account of an essentially defective or faulty delivery by the Supplier where the defect or fault is attributable to the Supplier.

The Client will have the right to receive compensation from the Supplier for the direct costs resulting from the defect or fault. The Supplier's liability for the defect or fault is always limited to compensating for the defect or fault by the agreed performance or to returning the paid contract price, and the Subcontractor's liability for the rejected consignment of goods is limited to the value of his performance, unless the defect or fault was intentional or a result of gross negligence on the Supplier's or the subcontractor part.

The Supplier shall not be liable for indirect damage caused to the Client by a defect or fault in the products, e.g. loss of profit or other disturbance of the business activity, or for damage to a third party.

## 6. DISSOLUTION OF CONTRACT

Either party will be entitled to dissolve the contract if it appears that the other party will not be able to fulfil his contractual obligations. As an alternative to dissolving the contract, a party may demand that the other party furnish sufficient security for the fulfilment of his obligations.

The Client shall be entitled to dissolve the contract on the grounds of a delay caused by the Supplier if the delay has considerable significance to the Client. The delay will be deemed considerable if an explicit mention is made in the contract that the delivery shall take place punctually on an agreed date.

The Client shall not be entitled to claim compensation for extra costs from the Supplier or to dissolve the contract if the delay is due to deficiency or late submission of the material supplied by the Client or to any other reason attributable to the Client.

The Client shall also have the right to dissolve the contract on the grounds of a defect or fault attributable to the Supplier if the nature of the defect or fault is likely to prevent the Client from putting the product to the intended use.

### 6.1 Force Majeure

A strike, lockout, fire, natural obstacle or other force majeure beyond the control of the Supplier and the subcontractor shall release them from the responsibility of observing the agreed time of delivery. Moreover, scarcity of labour or raw material, breakdown of machinery, actions by the authorities and similar unusual and essential reasons beyond the control of the Supplier and the subcontractor that could not have been reasonably anticipated will also constitute grounds for a reasonable extension of the time of delivery.

If an occurrence mentioned above would require the Supplier to make sacrifices that would be excessive in light of the benefit they would bring to the Client, the Supplier shall have the right to cancel his tender or to dissolve the contract entirely or for the part that has not yet been executed. The Client shall not be entitled to claim compensation based on this.

Correspondingly, the Client shall be entitled to dissolve the contract if an obstacle mentioned in the foregoing causes him unreasonable inconvenience or significant additional costs compared to the value of the product. The Supplier shall not be entitled to claim compensation based on this. The right to dissolve the contract shall only apply to the part of the contract affected by the force majeure. After the force majeure has been removed, the application of the contract shall be resumed as before.

## 7. RESPONSIBILITY FOR THE CLIENT'S MATERIALS AND INSURANCE

The Supplier shall be responsible for safeguarding all materials supplied to him with due care.

When the value of the articles handed over to the Supplier is substantial, the Client shall inform the Supplier thereof. Legal relations between the Client and a third party will not affect the Supplier's liability.

The Client shall be responsible for adequately insuring the material to be handed over to the Supplier.

## 8. TRANSFER OF RIGHT OF OWNERSHIP

The right of ownership to the finished product shall be transferred upon full payment of the contract price.

Various tools or preparatory phases of the work performed or acquired by the Supplier, such as sketches, proofs, files, registers, printing plates and finishing tools are the Supplier's property and all rights pertaining to them belong to the Supplier.

Any tools, supplies, files and other material submitted by the Client to the Supplier for the work remain the Client's property and shall be returned to him by the Supplier, or destroyed upon the Client's request, when the order has been completed, unless otherwise specified in Paragraph 5.9.

### 8.1 Storage of Finished Goods

The Supplier shall store the finished goods with due care even after the agreed delivery date. In this case, the storage takes place on behalf and at the risk of the Client. The Supplier is entitled to recover reasonable storage costs from the Client.

The material handed over to the Supplier and the material produced by subcontracting will be stored and transported at the Client's risk after the work has been completed.

If the Client has not received the finished product within a month from the agreed delivery date in spite of a written request, the Supplier shall be entitled to liquidate the product and other materials in his possession. The Client shall be notified in advance of such liquidation.

### 8.2 Immaterial Rights (Copyrights and Other Industrial Rights)

The Client shall declare that the copyrighted material and the technical equipment (e.g. computer software) needed for performing the work submitted by him to the Supplier do not infringe the right of a third party and that there are no restrictions or other legal limitations to their use. The aforesaid will also apply to all other immaterial rights including sole rights to a trademark, company name or other sole rights pertaining to immaterial and industrial rights.

The typefaces needed to print the work are also protected by copyright. If the Client delivers the typefaces needed to print the work to the Supplier as separate copied files, the Supplier shall not have the right to use them for any purpose other than the printing of the work in question. After the work is completed, the Supplier shall destroy the typefaces he received from the Client or return all copies thereof to the Client.

Under this contract, the Client shall be directly liable for compensating all indemnities and expenses payable by the Supplier as a result of demands presented by a third party. Should a third party present demands to the Supplier, he shall inform the Client prior to paying such indemnity.

The above stipulations shall apply reciprocally to the Supplier, in respect of material and technical equipment he submits to the Client.

## 9. NOTIFICATIONS

The sender shall be responsible for the successful delivery of notifications sent to the other party.

## 10. SETTLEMENT OF DISPUTES

The Supplier and the Client shall seek to resolve disagreements concerning the contract primarily by mutual negotiation. Disputes arising from the interpretation of this contract shall be settled at the Court of First Instance of the domicile of the Supplier or by arbitration, if so agreed.

Prior to taking legal action or referring the matter to arbitration, the parties may request a statement from an inspector of goods appointed by the Chamber of Commerce on whether the product is deficient and whether the defect or fault is slight or essential according to the currently applicable practice in the field. The parties shall divide equally the costs for the statement.

The Client shall take legal action concerning a defect or fault in the product or a delay within six months from the transfer of liability for risk to the Client.

**The right to use these General Delivery Terms of the Federation of the Printing Industry in Finland is one of the Federation's membership benefits. Other than member companies may use these Delivery Terms in their operations by purchasing a right to use them.**