

Terms of Sale and Delivery for STOK Emballage K/S, including Olitec Packaging K/S – (version 2.6 – as on May 9 2016)

1. Application of terms:

1.1 These terms shall apply to all order agreements made with STOK Emballage K/S, subject to written agreement with the buyer.

2. For orders for products on stok.dk:

To make a purchase on stok.dk you need to go through 5 steps:

1. Find the wanted product(s) and place them in the cart, then go to payment.
2. Enter your personal information.
3. Review the order, accept our business terms and execute purchase.
4. Select method of payment.
5. Check that all information is correct on checkout and approve payment.

2.1 Order:

When dealing with STOK Emballage K/S, agreements are made in Danish and shall not be binding until receipt of an order confirmation. When dealing through stok.dk it will be possible to view previous orders when logging on to the website. A copy of the order confirmation can be requested by sending an e-mail to kundeservice@stok.dk / sales@olitecpackaging.com

3. Prices:

3.1 All prices are based on EUR and any other public duties, subject to quotation or order confirmation. Until delivery, the buyer shall be obliged to accept alterations in rates of VAT and duties, exchange rates, customs rates, freight rates, raw material prices or wages determined by collective agreements. All prices are day prices and will be currently updated since the website is updated several times a day.

4. Delivery:

4.1 Subject to quotation and order confirmation, the prices indicated shall apply "ex works", cf. Inco-terms, and the cost of freight shall be added to the invoice.

For orders under EUR 270.-, a dispatch fee will be charged, amounting to EUR 37.-.

4.2 Delivery within 3 weeks after the time of delivery stated in the order confirmation shall in every respect be considered as timely delivery, so that such postponement shall not entitle the buyer to exercise a remedy for breach of contract against STOK Emballage K/S. Moreover STOK Emballage K/S' time of delivery shall be suspended in case of strikes, lock-outs, fires, water damage, engine failure, lack of motive power, war within or outside the country, failing raw material supply, or other similar difficulties in supply and force majeure. Should a remedy of the mentioned obstacles to effecting delivery either be unfeasible or feasible only at disproportionate costs, STOK Emballage K/S shall reserve the right to cancel the order.

4.3 If delay in delivery is not due to the factors mentioned in 4.2, the buyer shall, in case of exceeding of the punctual time of delivery, be entitled to set a reasonable and final time limit for delivery. Such time limit shall not be less than 7 days. If delivery is not made within this time limit, the buyer shall be entitled to cancel the agreement.

4.4 Delivery will be made on the day and within the time agreed between the customer and stok.dk. If the customer is not at the address on agreed time Stok.dk considers the product not picked up and the customer must therefore bear the costs of return shipping and a new shipping cost of goods. This applies to both private and business customers.

5. Payment:

5.1 STOK Emballage K/S' terms of payment on stok.dk shall apply net cash on dispatch of the product, subject to other written agreement.

5.2 In case of payment after the time of payment, STOK Emballage K/S will charge default interest, representing 1.5 % per month from the date of maturity of the invoice.

For sending out a reminder letter, a further fee will be charged, amounting to EUR 15.-.

5.3 If STOK Emballage K/S deems the buyer's ability to pay to be reduced, after issue of an order confirmation, STOK Emballage K/S shall be entitled to demand, as a condition for executing the order, that the buyer either provides a guarantee for payment of the purchase sum or pays the sum in advance, as STOK Emballage K/S sees fit.

5.4 On stok.dk payment can be made with the following payment cards: Dankort, E-Dankort, Diners, JCB Cards, MasterCard, Maestro, Visa & Visa Electron.

6. Retention of title etc.:

6.1 The products sold shall remain the property of STOK Emballage K/S until the purchase sum has been paid in full.

6.2 Blocks and punched templates are stored for 2 years after the latest use.

7. Product information:

7.1 Technical information, specifications, product information, catalogues, brochures, directions for use etc. concerning the function and application of the product and other technical data on the product which have not been confirmed in a written agreement with the buyer are only recommendations and are non-binding on STOK Emballage K/S.

8. Defects and complaints:

8.1 The buyer shall sign for the products on receipt, confirming the number of products received. The buyer shall be obliged to examine the products immediately on receipt. Defects which are detected or which should have been detected during such examination or which are detected later shall immediately be notified in writing to STOK Emballage K/S. The buyer shall take no action with the product complained about until any complaint has been clarified with STOK Emballage K/S.

8.2 STOK Emballage K/S' liability for defects shall lapse in any event 1 year from delivery of the product, at the latest.

8.3 If STOK Emballage K/S is liable for a defect, STOK Emballage K/S shall at its own discretion make redress, either by remedying the defect or supplying a substitute product. Such redress shall be made as soon as possible after the buyer's return of the product to STOK Emballage K/S. Apart from that, the buyer shall not be entitled to present a claim against STOK Emballage K/S as a result of faulty or defective products no matter whether the buyer's loss was directly or indirectly caused by faults or defects on the product. Thus it should be specified that the liability of STOK Emballage K/S shall never include liabilities for operating losses, loss of time, loss of profit or other direct or indirect losses. Moreover it should be specified that any liability of STOK Emballage K/S shall not exceed the value of the invoice.

8.4 For special orders made to the buyer's specifications, STOK Emballage K/S shall be entitled to deliver 10 % less or 10 % more than the volume agreed upon, with no consequential alterations to the unit price agreed upon.

9. Right of Cancellation:

9.1 As an extra service a 14-day right of cancellation is offered on purchases on stok.dk. The right of cancellation shall run from the day of receipt of the product. STOK Emballage K/S will take products back only on prior written agreement.

9.2 The condition of the packaging and the product when returned:

The right of cancellation shall be utilized only if the product is returned in the same condition and volume, and only if agreed in writing. Thus the right of cancellation shall lapse if the product is used in a manner which will evidently deteriorate the sales value of the product substantially.

9.3 In case of cancellation, products shall be sent to:

STOK Emballage K/S
Erik Stoks Allé 4
DK-5550 Langeskov

Cancellation of the purchase can also be effected by personally handing in the product on the above address.

9.4 On cancellation of a purchase, the amount paid to STOK Emballage K/S will be reimbursed. The amount will be transferred to the card used for paying for the order or to a bank account once we have received the returned product and checked that it lives up to the rules of cancellation.

The only cost of cancellation is the freight cost of returning the product to STOK Emballage K/S.

9.5 What shall be enclosed?

A copy of the order confirmation shall be enclosed. This shall not be a requirement, but filling in our return form will speed up the process.

9.6 NB! Packages returned COD to STOK Emballage K/S will not be accepted.

10. Product Liability:

10.1 STOK Emballage K/S shall be liable for personal and material injury caused by defects in the products delivered to the extent that the liability follows the rules of law in force on product liability. STOK Emballage K/S shall however not be liable for damage to real property or chattels personal meant for professional use (business property damage).

STOK Emballage K/S shall moreover not be held liable for operating losses, profit losses or other indirect losses caused by product liability.

11. Disputes and choice of jurisdiction:

11.1 Any differences between the buyer and STOK Emballage K/S which cannot be settled by negotiation shall be settled according to Danish law at the Danish Maritime and Commercial Court in Copenhagen. In so far as STOK Emballage K/S should be deemed liable to a third party, due to circumstances relating to the buyer, the buyer shall be obliged to hold STOK Emballage K/S indemnified. At the same time the buyer shall be obliged to agree to be sued at the same court as the one handling the claim against STOK Emballage K/S.

12. Privacy:

Security concerning your personal information is an important part of our cooperation.

Please spend a moment reading our policy for handling and securing your personal information.

Our personal-data policy for the protection of your identity covers the gathering and use of personal information when you communicate with us online, e.g. when visiting our website and buying our products.

To place an order on stok.dk and for us to deliver your order, you must always indicate: name, address, phone number and e-mail address.

Stok.dk is SSL certified (Secure Sockets Layer) through VeriSign, which is indicated with a padlock in your browser. With an SSL-certified site, your information is protected when forwarded via the internet.

Information will not be sold or passed on to third parties and shall be transferable to a third party only with your consent. In certain cases, STOK Emballage K/S may be required by legislation or a court order to hand out personal information, for which we reserve the right.

When gathering personal information via stok.dk, we make sure that this is always done only with your consent.

When registered you can always gain insight and object to a registration according to the rules of the Danish Personal-Data Act. Information will be kept for a minimum of 5 years according to the Danish Bookkeeping Act.

On www.stok.dk cookies are used for statistical purposes and to give you a better user experience. A cookie will not give access to your personal information.

In Internet Explorer, cookies are deleted under the menu "Functions" -> "Internet settings" -> "Delete cookies". Please note that if all cookies on the computer are deleted, this will result in the deletion of all saved user names and passwords for various websites.

In your account information, it is possible for you to change communication from us.

If you do not want us to use your personal information for commercial use via e-mail, phone or other direct information, please contact STOK Emballage K/S on phone number +45 72 200 700 or e-mail info@stok.dk.

Information systems manager is STOK Emballage K/S, Erik Stoks Allé 4, DK-5550 Langeskov.

