

GENERAL DELIVERY TERMS – applied by Dicientia Sweden AB ("Dicientia") to services and/or production (AL-Dicientia-0601-SE).

1. GENERAL

- 1.1 These general delivery terms apply to all services and/or production and deliveries performed by Dicientia unless other written arrangements are made between Dicientia and the Customer.
2. QUOTE, PRICE, ETC.
- 2.1 The price for the completed service/production is charged in accordance with the Dicientia price list applicable at that point in time unless other arrangements have been made with the Customer.
- 2.2 All of Dicientia's prices exclude value added tax and other taxes or fees.
- 2.3 In the event of changes in raw material prices, exchange rates, production licenses or any other costs associated with manufacturing (such as material or wages) or other similar circumstances that lead to increased costs, Dicientia retains the right to increase the contracted price to a corresponding degree.
- 2.4 Dicientia's price list applies until further notice. Unless other arrangements have been made with the Customer, price changes take effect thirty (30) days after Dicientia sends price change notification to the Customer. Change of value added tax and other taxes or fees takes effect at the time point of the change.
- 2.5 All quotes, price information, time specifications for production/delivery submitted by Dicientia are valid provided that the Customer delivers all material Dicientia requires to perform said service/production no later than the date specified by Dicientia and that the Customer fulfils all claims made by Dicientia. Dicientia is not responsible for the correctness of the material provided to Dicientia by the Customer. It is thus the responsibility of the Customer to proofread the material to be printed.
- 2.6 All orders are to be submitted to Dicientia in writing. If the Customer changes a submitted order, it is to be assumed that the existing order is cancelled and a new order is placed simultaneously. Among other things, this means that the delivery date given by Dicientia for the original order no longer applies.
- 2.7 Dicientia's quote and liabilities are only valid provided that the Customer fulfils the requirements of Dicientia's current Anti-Piracy Program (as regards production, delivery, times and prices). Dicientia's Anti-Piracy Program has aims such as protecting the copyrights of Dicientia customers and preventing the infringement upon anyone else's rights. The program contains, among other things, a special written declaration that the Customer must sign. The declaration is used for the Customer to confirm its right to the material Dicientia will duplicate; gives Dicientia the right to check the submitted material and contact copyright owners; confirms that Dicientia retains the right to initiate or cease manufacture and/or delivery if the Customer does not fulfil its obligations in accordance with that which is stated above or cannot confirm its right to the material to be duplicated (if work Dicientia has initiated for the Customer, such as manufacturing, is cancelled or if delivery is not possible, the Customer is charged accrued costs). The Customer is responsible in every respect for all compensation requirements and/or costs that arise at or are directed to Dicientia.

3. DELIVERY AND DELIVERY DATES

- 3.1 A delivery date is agreed upon between Dicientia and the Customer for each individual occasion. In order for Dicientia's delivery date and prices to apply and dispatch to occur, all necessary material (such as master, print film, digital print file) must be delivered to Dicientia in the correct format within the time period specified by Dicientia and the Customer must have fulfilled its obligations to Dicientia.
- 3.2 Dicientia takes absolutely no responsibility for delivery delays or inaccuracies in deliveries stemming from events outside of Dicientia's direct control (such as the actions/negligence of a third party or incorrect/inadequate/non-verified information in production content).
- 3.3 For publications of less than 10,000 copies, the order can be overdelivered or underdelivered by max ten (10) percent. For publications of 10,000 copies or more, the order can be overdelivered or underdelivered by max five (5) percent, but no more than 1,000 copies. Dicientia invoices the actual quantity delivered from the factory. In the event of a precise delivery, a fee is charged in accordance with Dicientia's price list.
- 3.4 Printed matter that exceeds the order quantity is invoiced on the initial order. Unless other arrangements have been made with the Customer, excess printed matter is sent along with the initial order or is discarded.
- 3.5 Dicientia's dispatches are sent from Dicientia's facility in Kista. Dicientia retains the right to hire a carrier or in another way handle transport to the Customer at the Customer's expense and risk – *unless the Customer specifies otherwise.*
4. INVOICING AND PAYMENT
- 4.1 Delivery is made upon *advance payment* to a Dicientia-specified account until Dicientia feels that a solid customer/supplier relationship has been established or the Customer has pledged security acceptable to Dicientia. If and when there is reason for such, Dicientia retains the right to stop granting credit, at which time the Customer must pay in advance.
- 4.2 Prior to the granting of credit and payment via invoicing, Dicientia retains the right to perform a credit check and obtain a credit rating.
- 4.3 Payment via invoicing must follow that which is specified on Dicientia's invoice. Late payments are subject to penalty interest in accordance with the Interest Act and compensation for all costs associated with the delay in payment.
- 4.4 An invoice charge and any reminder and/or demand fees will be added.
- 4.5 For invoice customers, who pay as specified in point 4.3, a credit limit is established. The credit limit also covers payments not yet due and value of new orders. Dicientia does not start new production or deliver additional goods to the Customer until the Customer's debt is lower than its credit limit. Dicientia retains the right to change the Customer's credit limit without prior notice to the Customer and without indicating the reason.
- 4.6 If Dicientia feels there is sufficient cause to believe that the Customer will not fulfil its payment obligation or if the Customer is in arrears, Dicientia retains the right to decline the fulfilment or dispatch of a submitted order or orders. If Dicientia's payment terms are not fulfilled, Dicientia retains the right to demand full payment for all claims regardless of whether they have reached their due date.

- 4.7 Dicientia owns the contents of all material delivered to Dicientia by the Customer or produced by Dicientia on behalf of the customer (as well as delivered to or produced by a third party on Dicientia's behalf) until the Customer has fulfilled all obligations to Dicientia.
- 4.8 If a dispute should arise between Dicientia and the Customer, the Customer is nonetheless required to make payment for Dicientia's claim unless other arrangements are made between the parties or the Customer has pledged the required security.
- 5. FAULTS OR SHORTCOMINGS**
- 5.1 In the event of a fault or shortcoming in the delivered goods, the Customer must immediately (within no more than seven (7) days of Dicientia's delivery) submit a written claim to Dicientia with detailed information on what the Customer considers the fault/shortcoming to be. The Customer is responsible for the delivery inspection of the delivery receiver (if a party other than the Customer). Together with the claim, the Customer must submit at least one free copy of the goods to which the claim refers for Dicientia's review, assessment and decision regarding the claim.
- 5.2 If a fault or shortcoming is established and the responsibility for such falls to Dicientia, Dicientia shall as soon as possible deliver fault-free goods or compensate for the established shortcoming. The Customer will not be charged transport costs for delivery of the rectified goods. Underdelivery in accordance with point 3.3 above is not considered a shortcoming.
- 5.3 If the Customer does not submit a claim to Dicientia within the seven (7) days specified, Dicientia is under no obligation to take corrective measures. Dicientia is under no obligation to pay compensation to the Customer for faults or shortcomings not claimed in time.
- 6. PRODUCTION MATERIAL ETC.**
- 6.1 The Customer supplies production material to Dicientia in accordance with applicable Dicientia specifications. Dicientia stores the received material (except for printed matter delivered to the Customer), such as masters, without cost to the Customer for up to twelve (12) months from the most recent order date. Unless other arrangements are made with the customer, the material is returned or discarded after this time at the discretion of Dicientia and without notice to the Customer. The Customer is charged for costs associated with the discard or return.
- 6.2 Press matrices produced through glass mastering, galvanisation or any other method are the property of Dicientia and are not supplied to the Customer or a third party.
- 6.3 If the Customer delivers its own printed matter, these are to be delivered in an over-publication of 10% in relation to the publication quantity ordered from Dicientia. Dicientia retains the right to refuse receipt of the Customer's printed matter if said printed matter does not comply with Dicientia's specifications. Unless other arrangements are made with the Customer, excess copies of printed matter supplied by the Customer are returned with the initial order.
- 6.4 *It is the responsibility of the Customer to insure all material delivered to Dicientia and all goods that could be stored at Dicientia. All material storage, including original material, is at the Customer's own risk.*
- 7. MISCELLANEOUS – MARKING, RESPONSIBILITY, ETC.**
- 7.1 Each Dicientia production is marked with the Dicientia logo and production-unique code(s), which mean that each Dicientia production can be traced back to Dicientia as the production source.
- 7.2 It is the responsibility of the Customer to ensure that mandatory copies are submitted in the required scope in accordance with the regulations of the Pliktexemplarslagen (Mandatory Archive Submission Act).
- 7.3 Dicientia is not obligated to fulfil contractual obligations in whole or in part if fulfilment is significantly hampered by circumstances resulting from hinders (of a technical, financial or other nature) that Dicientia could not foresee. Such hinders include war, blockades, governmental decisions, significant stoppage, disruption of general communications, goods shortages, labour market-political measures (strike, blockage or lockout), including measures taken by Dicientia, or other conditions/events over which Dicientia has no control (Force Majeure; such as war, war-like conditions, fire, labour conflict, commandeering, currency restrictions, seizure, riot or governmental decision) or other circumstances outside of Dicientia's control.
- 7.4 The Customer shall to every degree compensate Dicientia for all compensation requirements and/or costs that are directed to or incurred by Dicientia due to Dicientia's completion of the production desired by the Customer.
- 7.5 Dicientia bears no responsibility for faults or shortcomings in delivered goods to any scope beyond that which is specified in point 5.2.
- 7.6 In the event of delivery delays for which Dicientia is responsible, Dicientia's responsibility is limited to no more than the contracted price for the delayed goods.
- 7.7 Dicientia compensation liability to the Customer beyond that specified in points 7.5 and 7.6 is limited to direct damages and does not include trade profit, indirect damages, lost sales revenue, stoppage/delivery delay at the Customer or a third party.
- 7.8 If the Customer does not fulfil its obligations to Dicientia, Dicientia is released from its obligations to the Customer (such as completion of an order or delivery) until the Customer has fulfilled all of its obligations to Dicientia.
- 8. DISPUTES**
- 8.1 Swedish law will be applied to these terms and/or in conjunction with the resolution or determination of any disputes between the parties.
- 8.2 All disputes regarding interpretation or application of these terms – or any other agreement between the parties – or legal relationships stemming from such – that cannot be resolved by the parties through discussions and agreed-upon solutions – shall with the exception of that which is specified in point 8.3 or 8.4 be settled by an arbitrator in accordance with arbitration law. During arbitration, the Code of Judicial Procedure's regulations on voting, unification of goals and distribution of court costs apply. If the dispute has several parties, they are to appoint a common arbitrator. If said parties cannot reach an agreement on a common arbitrator, an arbitrator will be appointed from the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitration proceedings are held in Stockholm unless other arrangements are made between the parties.
- 8.3 Excepted from the arbitration procedure is any dispute for which the value of the object of the dispute is less than SEK 400,000. Any disputes not to be settled via arbitration are to be resolved in general court, with the Stockholm District Court as the first court.
- 8.4 In regard to the Customer's payment obligations to Dicientia, Dicientia retains the right to utilise the simplified trial procedure (in the form of an order to pay and general court upon submission of the order to pay) or, if the customer is insolvent, the regulations of the Bankruptcy Act in general court.