

UAB SampleMaster

## Standard sales and delivery terms

Valid from 1 July 2025

The sales and delivery terms for UAB SampleMaster (company registration number 305088904, address: Geležinkelio str. 3, 68127 Marijampolė, Lithuania), hereinafter called SampleMaster, shall apply to all quotes and orders and take precedence over other conditions etc. from a customer unless otherwise agreed in writing. The sales and delivery terms may be changed by SampleMaster as necessary without notice.

SampleMaster is engaged in developing, designing, marketing, selling, distributing, and manufacturing sample solutions (the products) for its customers. The sample solutions are all kinds of customer-specific sales and sample concepts – boxes, binders, hangers, catalogues, colour cards, displays, giveaways, brochures, and other kinds of promotional and innovative presentation materials globally.

### 1. Order confirmation and consulting

Once an order has been placed, it shall be binding on the customer. The customer shall place orders on the basis of a quote in writing prepared by SampleMaster. Orders shall be placed subject to access to goods and raw materials etc. After the order has been placed, the customer will receive an order confirmation. It is the customer's responsibility to check that the order confirmation is consistent with the order placed by the customer, whether the order is placed via the Customer Portal, via email or in any other written form. In the event of errors relating to the entry of the order, the customer must contact SampleMaster immediately after receipt of the order confirmation. In the event of unforeseen problems, or if an unsatisfactory credit rating of the customer is received after order confirmation, SampleMaster shall be entitled to cancel the order without any liability whatsoever or to demand a bank guarantee issued for the full amount, or payment in advance. Only in exceptional cases may the customer cancel a confirmed order, subject to SampleMaster's consent in writing. Any consulting service provided by SampleMaster on the products' applicability shall be deemed to be for guidance only. SampleMaster shall not be liable for the customer's specific use of the products.

### 2. Quotations, quantities and handling of raw materials

Unless anything else is agreed in writing, SampleMaster reserves the right to a delivery tolerance of +/- 10% of the agreed quantity.

Production processes and the use of necessary tools are included in the quote, unless otherwise specified. Materials are not included in the quote unless specified in the Specification section in the quote provided by SampleMaster. Inbound and outbound quality control of all materials and semi-finished products, as well as proper packaging, are included in the quote.

Developments of prototypes carried out on the customer's request are settled according to separate agreement and quotation and are thus not included in the price.

If specified in the quote, the price includes handling the customer's supply chain for the specific quote and order. Purchases of materials designated by the customer will be carried out at the customer's expense and risk. Materials and semi-finished products acquired on behalf of the customer will be stored at the customer's risk in SampleMaster's warehouse

until the start of production. Any excess materials purchased on the customer's account will be included in the shipment of the product.

Disposal of unwanted excess materials: Excess materials that the customer does not want returned will be disposed of at the customer's expense. If the customer requests SampleMaster to discard/scrape a product or component on the customer's behalf, the customer shall reimburse SampleMaster for any applicable costs for VAT, taxes, etc., related to the disposal of such products/components. More specifically, the customer acknowledges and agrees that any disposal of a product or component in Lithuania will incur Lithuanian VAT.

SampleMaster retains ownership of all intellectual property rights related to the products, samples, and any other materials provided to the customer. This includes, but is not limited to, designs, copyrighted works, inventions, and trade secrets, whether these are registered or not.

### 3. Delivery terms, delivery time, expected lead-time and delays

Unless otherwise specified in the order, the products shall be delivered EXW SampleMaster's current and relevant warehouses in accordance with ICC Incoterms 2020.

The delivery time is specified in SampleMaster's order confirmation in accordance with its best estimate, and minor deviations therefrom to a maximum, in exceptional cases, of fourteen (14) days for product deliveries shall be deemed to be delivered on time, and SampleMaster will inform the customer of the postponement in writing as soon as possible. In the event of force majeure (see below), the delivery time may, however, be postponed until the obstacle ceases to exist and normal trade and transport are again possible.

If delivery has not been made within fourteen (14) days of the agreed time, this shall be deemed to be a major delay. If the customer has subsequently sent SampleMaster a reminder in writing and delivery has not been made within seven (7) days from receipt by SampleMaster of the reminder, the customer shall be entitled to cancel the order.

However SampleMaster cannot be held responsible or liable for any delays of ordered materials or defective materials. Any loss or damage occurring to the materials while in the possession of SampleMaster shall be at the customer's risk. The customer will insure the materials against all customary perils at customer's own expense.

The date of shipment indicated in the order confirmation is depending on the timely delivery of materials from the customer's prescribed subcontractors. SampleMaster is not responsible for such delays. Subcontractor delays may postpone delivery of the products proportionately.

### 4. Retention of title

SampleMaster shall retain title in the delivered products until the customer has made full payment. All costs associated with enforcement of the retention of title shall be borne by the customer.

An extended and broadened retention of title will apply to customers established in Germany:

Title to the delivered products shall not pass to the customer until SampleMaster receives payment in full (in cash or cleared funds) for (a) the delivered products; and (b) and any other goods that SampleMaster has supplied to the customer, in which case title to the delivered products shall pass at the time of payment of all such sums.

Should customer be in default of material obligations such as payment to SampleMaster, and should SampleMaster rescind the contract, SampleMaster may, notwithstanding any other rights, request surrender of the products and may make use of them otherwise for the purpose of satisfying its matured claims against customer. In such case, customer shall grant SampleMaster or SampleMaster's agents immediate access to the products and surrender the same.

On SampleMaster's demand, customer is obliged to appropriately insure the products, provide SampleMaster with the respective proof of such insurance and assign the claims arising under such insurance to SampleMaster.

## **5. Prices and payment**

Prices specified in quote from SampleMaster are exclusive of VAT. The quote is valid for a maximum of thirty (30) days from the date of the quote.

The customer is required to maintain strict confidentiality regarding the quote and pricelists. SampleMaster shall be entitled to change the prices in the price list with immediate effect. Prices in all materials are subject to changes in the rates of duty and freight and other taxes, and prices may be increased until delivery is made. SampleMaster will notify the customer of all price changes.

Unless otherwise agreed in writing and stated in the order, payment shall be made immediately upon delivery. Default interest will be charged on late payment at the rate of 1,2% per month from the due date until payment is made.

SampleMaster may postpone all deliveries of orders or cancel orders in writing without incurring any liability for the action if the customer has unpaid overdue invoices for previously delivered orders. Full compensation for all consequent losses suffered by SampleMaster shall be paid by the customer.

## **6. Notice of defects and remedies**

The customer shall arrange a thorough inspection of the products immediately after delivery and before use. In particular, the customer shall check the quantity received, the quality of the products, and their colours.

The customer is obliged not to accept a shipment if there are any signs of transport damage. In the event of transport damage, the customer shall document this by photos and write a clear note in English of the damage on the carrier's waybill.

All notices of defects shall be made in writing and sent to SampleMaster. The notice shall be sent as soon as the customer becomes aware, or ought to have become aware, of the defect, and in any event not later than fourteen (14) days after delivery, or, in the event of delay, actual delivery of the products. In the event of non-visible defects, the notice shall be submitted not later than fourteen (14) days from the date on which the defect could have been discovered on a thorough inspection, but not later than three (3) months from the delivery date.

If a part of the order is delayed or not delivered, or if a part of the order is defective, only this part of the order can be cancelled/terminated. All notices of defect shall be specific, documented, and contain an accurate description of the substance of the notice.

Defective products cannot be returned without SampleMaster's prior consent in writing. Conforming products cannot be returned.

SampleMaster shall be entitled, at its option, to remedy the defect, deliver replacement goods, or grant the customer a proportionate reduction in the agreed purchase price. The customer shall not be entitled to cancel the purchase if SampleMaster exercises one of the above remedies within a reasonable time of having had the opportunity to assess and qualify the notice of defect.

In the event of non-conformity (delay and/or defects) SampleMaster shall not be liable for any direct or indirect business interruption loss, loss of profit, or any other consequential loss whatsoever. In any event, the maximum liability shall be equal to repayment by SampleMaster to the customer of the payment made for the delayed or defective part of the order.

## **7. Force majeure**

SampleMaster shall not be liable if the following force majeure events prevent or delay performance of the agreement (the list is non-exhaustive): war and mobilisation; rebellion and civil disobedience; terrorism; natural disasters; strike and lockout; shortage of goods; defective or delayed deliveries from sub-suppliers or if sub-suppliers are otherwise affected by circumstances; fire; lack of transportation; currency restrictions; import and export restrictions; death, illness or absence of key employees; computer virus, epidemics, pandemics or other circumstances beyond SampleMaster's direct control. In these events, the affected party, SampleMaster, shall be entitled to postpone the performance of its obligation until the obstacle has ceased to exist, or alternatively to cancel the agreement in full or in part without incurring liability if the obstacle results in postponement of performance for more than six (6) months.

## **8. Product liability and limitation of liability**

SampleMaster shall be liable for injury and damage caused by defective products after the products have been placed on the market to the extent that this is required by law or by the unwritten rules of product liability. Notwithstanding the above SampleMaster shall not be liable for any direct or indirect business interruption loss, loss of profit, or any other consequential loss whatsoever.

SampleMaster shall not assume liability for damage or loss arising from the customer's incorrect application, unusual or rough use or wear of the products.

Claims for property damage against SampleMaster under mandatory product liability cannot exceed EUR 67,500 per incident or series of incidents arising from the same delivery. In the event of third party raising a claim against SampleMaster in excess of the specified maximum amount, the customer shall be liable for the difference and reimburse it to SampleMaster.

## **9. Data Protection**

Processing of personal data may occur for the purposes of executing the customer's order. Accordingly, any personal data may be disclosed to other independent data controllers

such as freight carriers etc. for the purposes of fulfilling the customer's order. Any processing of personal data is subject to all necessary security procedures and will be deleted when storage thereof is no longer required or necessary. For further details please review the SampleMaster Privacy Policy on [www.gabriel.dk](http://www.gabriel.dk).

#### **10. Venue and governing law**

Agreements and orders between SampleMaster and the customer shall be subject to and construed under Danish law irrespective of the current international private law rules to the extent to which the latter rules would result in governing law other than Danish law. The Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

Any disputes which may arise from or in connection with the contract, including any dispute concerning its exist-

ence, validity or termination, shall be decided by a Danish court in the jurisdiction in which SampleMaster has its head office. SampleMaster may, however, demand at any time that arbitration proceedings be conducted on the dispute before Danish Arbitration in accordance with the rules of Danish Arbitration in force when the arbitration case is brought. The arbitration tribunal shall sit in the home country of SampleMaster's head office, and the language of the arbitration proceedings shall be Danish. The arbitration proceedings and award shall be confidential indefinitely. It has been agreed that the award concerning a legal matter can in no way be appealed to a court of law.

In the event that it becomes necessary for SampleMaster to collect debts, SampleMaster may choose at any time to recover the debt through the customer's home court pursuant to the statutes of the country in question.