

## Trade terms and conditions.

### GENERAL CONDITIONS

Our following terms and conditions apply to all contracts of sale. Individual buyer requirements and/or stipulations or other verbal agreements are valid only if confirmed and agreed in writing by Prodir. We expressly reserve the right to change its products in colour, design, material and technical improvements without prior notice.

### PRICE LIST

Price Lists are effective from **1<sup>st</sup>, January 2021**, and supersede all previous price lists for the Prodir range of products. We reserve the right to modify prices and terms of sale without prior notice.

### PRICES

All prices are in Canadian Dollars (CAD), GST excluded, per piece, based on an order for a single product\*. Prices for Printing, Special Moulding Colours and Options are shown as per piece, extra to product pricing.

### MINIMUM ORDER QUANTITIES

The minimum order quantity for all writing instruments is 500 pieces of a single product\* (except for QS00).

### QUOTATIONS

We will be pleased to provide quotations on quantities not shown on the Price List and for special requests.

### STANDARD & SPECIAL MOULDING COLOURS

We produce all our products in a range of standard moulding colours; these are shown in the catalogue. All moulding colours other than those specified constitute a Special Moulding run and are therefore priced accordingly. For costs please refer to the Price List.

### COLOUR MATCHING

Colour used for printings and for plastics (standard or special moulding) will be matched to specified International Scale such as Pantone, HKS and RAL, within the limits of technical feasibility.

### WRITING INSTRUMENTS PERSONALISATION

We provide a full in-house imprinting service for all Prodir products (see price list for details). We can print in full colours or in four-colour process. All printing prices are per colour and/or location. A Set-up Charge for all printings covers not only screens but also machine changeover time. We reserve the right to charge for all costs incurred in recreating any "poor quality" artwork received and to contact the customer for clarification relating to any artwork queries.

### PRINTING SERVICES PAPER PRODUCTS (PS2, PS4, PS0 True Biotic)

PS2, PS0 True Biotic and cardboard sleeve PS4 are printed in 4-colour Process. Promotional printing is included in the price according to product-specific configuration. The colour consistency can be guaranteed only when printed images or Chromalines are available as reference for exact colour matching. Please consult the price list for individual printing specifications.

### PRINTING APPROVAL FORM (PAF)

It is part of our standard procedure to email a PAF to indicate what we intend to print, the exact specification and quantity of product to be supplied as per your instructions. We will not start production until this form is returned duly approved. No responsibility will be accepted for any errors which occur if the product supplied is exactly as per the signed approval form.

### ORDER CHANGES

Changes to orders are accepted only if received in writing within 24 hours from receipt of PAF confirmation.

### PRE-PRODUCTION SAMPLES

Due to the extremely high costs in terms of money and time, the production of a physical proof sample cannot be considered a standard production process. We do, however, recognise that at times this service may be critical to a client or necessary due to the complexity of the print and on this basis we may provide this service for an additional cost. Samples of standard products will be sent 7 working days after PAF approval and samples in Special Moulding Colour in 15 working days. For details and prices please refer to the Price List.

### PAYMENT TERMS AND METHOD OF PAYMENT

It is our Company policy to supply the first order on a pro-forma basis against Payment in Advance. Standard terms for credit accounts are 30 days net from date of invoice. Payment to be made by Direct Transfer to our Bank. The buyer is liable for all charges relating to money transfers. Payments by cheque will be accounted for only after remittance and credit at the bank. Major credit cards will be accepted and will be subject to an administration charge. Prodir reserves the right to charge 2% interest per month on all overdue invoices.

**RETENTION OF TITLE CLAUSE**

Risk of damage or loss will pass to the Buyer on delivery of the goods. The Seller retains legal ownership of the goods; Title shall not pass to the Buyer until the purchase price for the Goods has been settled in full and successfully received by the Seller.

**PACKAGING**

Our products are packed into bulks of 50/100 pcs each and shipped into cartons for 500/1.000 pcs. Models DS2, DS3.1, DS4, DS5, DS7 and DS9 are packed into Bulk 50's, while DS1, DS3, DS8 and QS are packed into Bulk 100's. QS with metal clip are packed into boxes of 50 pcs. In addition to our standard boxes all products can be specially packed into a: PS2, PS4, PS0 or Polybag. For details and costs please refer to the Price List.

**SHIPPING**

Shipping charges for one delivery address in the country of the invoice recipient are included in the product price. Any additional delivery address and/or express service, will incur an additional charge.

**OVER RUNS /UNDER RUNS**

We reserve the right to ship plus or minus 5% of the quantity ordered on all printed orders (standard or special moulding colour). An invoice will be issued only for the quantity actually shipped. If payment is made in advance, the difference for any quantity shipped below the quantity ordered, will be credited to customers through a Credit Note.

**COMPLAINTS**

Claims for damaged/missing goods together with samples or pictures showing the problem, must be sent in writing to our Customer Service within 10 days from receipt of goods. Once received, our Quality Control Department will analyse the claim and give prompt feedback. In case of actual "non conformity of goods", we will collect and replace the goods at no extra cost to the buyer.

\*Single product: Design, Model, Standard Casing Colour, Ink and Personalisation. All prices are based on this definition