

Dansk Total Distribution and Brancheforeningen af Danske Distributionsvirksomheder (the trade association of Danish distributors) have decided that our members must always use the following Schedule to the generally applicable Sales and Delivery Conditions when making offers and accepting orders relating to the distribution of sales literature containing toluene.

SCHEDULE TO SALES AND DELIVERY CONDITIONS FOR ROTOGRAVURE

COUSTOMER

| | |
|-----------------|--|
| Name: | |
| Address: | |
| | |
| Post code/town: | |
| Telephone: | |
| Fax: | |

DISTRIBUTOR

| | |
|-----------------|--|
| Name: | |
| Address: | |
| | |
| Post code/town: | |
| Telephone: | |
| Fax: | |

TERM OF THE AGREEMENT

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|--|
| |
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(Please see Clause 12 regarding the term of the agreement)

I/We the undersigned distribution customer hereby accede to the following terms and conditions.

1. **Rules of law**

I am/We are familiar with the applicable rules of law regarding sales literature the production of which includes toluene or other organic solvents, including the Danish Working Environment Service circulars on precautions to be taken against toluene vapours from printed advertising material

2. **Toluene residue, door-to door delivery**

Before delivery for distribution, the sales literature must have been properly aired, at least in accordance with the standards set by applicable law, and all applicable rules and regulations in Denmark governing the handling of sales literature containing toluene or other organic solvents must have been observed.

With effect from 1 July 1995, I/we undertake to supply rotogravure brochures and other material **whose residue of toluene or any other organic solvents does not exceed 300 mg/kg.**

The parties agree that measurement inaccuracy must not exceed 15%, which means that measurements of up to 345 mg/kg will be acceptable as 300 mg/kg.

For sales literature with an aggregate residue of toluene or any other organic solvents exceeding 300 mg/kg, reference is made to Clause 11 of these terms and conditions.

3. **Toluene residue, the postal services**

Measurements regarding sales literature supplied to the distributor for distribution by the postal services must not exceed 300 mg toluene or other organic solvents per kg.

Regarding uncertainty of measurements, reference is made to Clause 2.

For sales literature with a residue of toluene exceeding 300 mg/kg, reference is made to Clause 11 of these terms and conditions.

4. **Two or more batches**

If a consignment to the distributor consists of two or more batches, for instance from different printing establishments or different production, the toluene residue may vary widely. If a consignment consists of two or more batches, I/we undertake to inform the distributor accordingly and to clearly mark the individual pallets. Consecutive numbering of the pallets is always recommended.

I/We accept that all batches must meet the limits applicable to maximum toluene residue.

5. **Documentation of toluene residue**

I/We undertake to ensure that each consignment of sales literature is accompanied by documentation stating the actual residue of toluene or any other organic solvents.

If sales literature is not accompanied by an analysis report, I/we accept that the distributor will, on my/our behalf and at my/our account, arrange for a sample to be taken, unless otherwise agreed between the parties in writing. However, if several distributors have an agreement with me/us regarding distribution of sales literature from the same batch, they may agree where the sampling is to take place and state so in appendix 3.2.

If no analysis report accompanies the sales literature, sampling must take place immediately after delivery to the distributors. If delivery takes place outside the opening hours of the laboratory, sampling must take place on the morning of the following weekday.

I/We undertake to ensure that the analysis report is available as soon as possible. If it is not possible to obtain the result the same day as the sample is taken, the result must be faxed to the distributor no later than 12.00 noon the following weekday.

The results of all subsequent samples which are taken because the limits under 2) and 3) are exceeded must be forwarded within 24 hours of the sampling, however, no later than 10.00 am on the following weekday.

A copy of the analysis report must be sent to the joint environmental office of Brancheforeningerne and Dansk Total Distribution.

If several samples have been taken from one batch, the highest measurement will always determine whether the entire batch may be distributed.

6. **Who is allowed to prepare the documentation and who must know the result**

The measurement and the documentation must be prepared by at test laboratory accredited by DANAK. The actual sampling must always be made by the laboratory staff.

If sales literature to be distributed by the postal services has been delivered to the distributor, separate sampling as well as separate measurement must be made of the batch to be delivered by post, if different from the batch to be delivered by delivery staff, not if the only difference is the folding, however.

All samplings and reportings must be made in accordance with the guidelines stated in appendices 2.1. and 2.2.

I/We undertake to ensure that the distributor and representatives from Brancheforeningen af Danske Distributionsvirksomheder or Dansk Total Distribution have unimpeded access to obtain supplementary information regarding the analyses from the laboratories both before and after the test results and available.

7. **Measurement method**

The parties agree that, for the time being, all measurements are to be made using the COWI II-method. The method is described in appendix 2.2. When a better method is available and the parties agree, the COWI II-method will be replaced by such method. The parties also agree that the residue value of 300 mg/kg will be replaced by another similar residue value based on the new method.

8. **Film packaging**

If rotogravure sales literature is delivered individually film-wrapped, Clauses 2 to 5 are suspended, provided the film meets the same standards as apply to film wrapped rotogravure sales literature submitted to Post Denmark. Each batch must be accompanied by documentation that the film meets these standards.

If the barrier properties of the film do not protect against diffusion, the residue must be measured.

9. **The distributor's obligations**

The distributor must store and handle the sales literature in premises which meet the standards set by the Danish Working Environment Service for sales literature without toluene.

10. **The customer's obligations**

Provided that the distributor meets the conditions in Clause 9, I/we must reimburse the distributor for actual expenses incurred in connection with the particular distribution if he must postpone distribution or take special precautions (possibly not distribute at all) due to a **prohibition or injunction** from at public authority solely caused by the use of toluene and/or if the distributor has ascertained, on the basis of a measurement, that the maximum residue of toluene or any other organic solvents has been exceeded.

11. Taking of orders

I/We confirm that the taking of orders for the distribution of sales literature is subject to the following conditions:

- a. A batch is not considered to have been delivered correctly if, according to the measurement reports, the residue of toluene or any other solvents exceeds the limits mentioned in Clauses 2 and 3.
- b. The customer is always responsible, both legally and financially, for reducing the residue of toluene or any other organic solvents to the levels set.
- c. Airing or other measures to reduce the residue of toluene or other organic solvents cannot be undertaken in the distributor's storeroom or by the distributor in any manner.
- d. The distributor does not start any work in connection with the delivered sales literature until a measurement has shown that the residue is at or below 300 mg ($\pm 15\%$)kg. Until then, it will be stored in the distributor's storeroom.
- e. I am/We are allowed, at my/our account, to remove the sales literature from the distributor's premises for the purposes of having the residue of toluene or any other organic solvents reduced by other parties.

I am/We accept, at the distributor's request, to remove immediately any sales literature with an excess residue of toluene or any other organic solvents from the distributor's storeroom.

Subject to vouchers, I/we will reimburse the distributor any expenses incurred in connection with the removal of such sales literature and its possible redelivery to the distributor's storeroom.

I/We accept the measurements as stated in appendix 3.1 must be made if both I/we and the distributor decide to let sales literature with an excess residue of toluene or any other organic solvents remain in the distributor's storeroom.

- f. As cosignatory of these conditions the distributor undertakes to waive any remedies due to failure to observe delivery time and to carry out the distribution as planned if a positive measurement result is available no later than 10.00 am two days before the first distribution date.

In consideration of the distributor undertaking the obligation, I/we accept to hold the distributor harmless for any additional costs incurred

by the distributor due to a handling period of less than six days before the first distribution date.

If the number of copies of sales literature I/we commission the distributor to distribute door-to-door is less than 100 million annually, I/we accept that the amount to be paid to the distributor as compensation due to a shortened handling period is a fixed amount, subject only to a reduction in proportion to the number of days cut off, cf. A in appendix 3.1.

If, however, the number of copies of sales literature I/we commission the distributor to distribute door-to-door is 100 million annually, I/we accept to hold the distributor harmless for a shortening of the handling period by paying a fixed minimum amount dependent on the time cut off, cf. B of appendix 3.1 According to the provision, the distributor is entitled to be reimbursed by me/us for all his extra expenses attributable to the shortening of the handling period for the batch in question, if such extra expenses exceed the minimum amount.

- g. If a positive analysis result is not available at 10.00 am two days before the first distribution date, at the latest, I/we accept that the distributor is released from any obligations whatsoever.

In that case a new agreement, if any, for the distribution of the sales literature at a future date must be entered into between the customer and the distributor.

- h. If a positive analysis result is available later than 10.00 am two days before the first distribution date, the customer and the distributor may agree to attempt to carry out the distribution as originally planned, if possible under the circumstances. If the distributor accepts to attempt to carry out the distribution, he does so on the express condition that he does not have to meet his usual delivery percentage. Hence, I/we accept that the distribution may be defective, possibly very defective and that I am/we are not entitled to claim any compensation from the distributor in that respect.

The distributor's consideration for attempting to carry out the distribution must be agreed on a case-by-case basis, however, the consideration for holding the distributor harmless in case of a late, but correct delivery must at least correspond to the amount, cf. appendix 3.1, set for delivery two days before the first distribution date.

12. **The customer must state the name of the printing establishment.**

The printing establishments/producers I/we will use during the term of this agreement are seen in appendix 1.

I/We undertake to advise the printing establishments/producers of these conditions and to see that they accept these conditions.

I/we undertake to modify appendix 1 if any changes occur during the term of this agreement, by forwarding a new appendix 1 no later than three weekdays after any change.

13. **Deadline for delivery of rotogravure sales literature**

If sales literature is to be distributed by private distributors, the customer must observe the following deadlines for delivery to the distributor: i) If the batch is accompanied by correct documentation showing that the limit under Clause 2 has been observed, delivery must take place no later than five full weekdays (Monday – Friday) before the first distribution date and ii) if no documentation accompanies the batch, delivery must take place no later than six full weekdays (Monday – Friday) before the first distribution date.

If sales literature is to be distributed by Post Denmark, the deadlines are as follows: i) Three full weekdays (Monday – Friday) before the last delivery date if the batch is accompanied by documentation showing that the limit in Clause 3 has been observed and ii) four full weekdays (Monday – Friday) before the last delivery date if no documentation accompanies the batch.

These deadlines take into account that it usually takes one weekday (24 hours) to obtain measurement results.

14. **Regulation from public authorities**

The customer and the distributor agree that the regulations, and rules laid down by the Danish Working Environment Service from time to time must be observed, also if they conflict with this agreement.

If public authorities impose stricter rules which are not known on the signing of this agreement, the parties will renegotiate the agreement.

Brancheforeningen

af Danske Distributionsvirksomheder

the

(place)

(date)

(signature)

PRINTING ESTABLISHMENT/PROCUCER

| | |
|----------------------------------|--|
| Name: | |
| Address: | |
| Post code/town: | |
| Telephone: | |
| Fax.: | |
| Designation of sales literature: | |
| Delivery date(s): | |
| Distribution date (s): | |

PRINTING ESTABLISHMENT/PRODUCER

| | |
|----------------------------------|--|
| Name: | |
| Address: | |
| Postcode/town: | |
| Telephone: | |
| Fax.: | |
| Designation of sales literature: | |
| Delivery date(s): | |
| Distribution date(s): | |

PRINTING ESTABLISHMENT/PRDUCER

| | |
|----------------------------------|--|
| Name: | |
| Address: | |
| Postcode/town: | |
| Telephone | |
| Fax.: | |
| Designation of sales literature: | |
| Delivery date(s): | |
| Distribution date(s): | |

Item 1 The analysis report from the DANAK accredited laboratory must include the following particulars:

1. The name of the sales literature measured.
2. Method.
3. Whether the sales literature measured was flat-sheet or folded.
4. Where the sampling took place (address).
5. The DANAK accrediting number.
6. A description of the sampling conditions, special conditions must be mentioned separately.
7. Content of the organic solvents.

Please see appendix 2.2.

Item 2. Sampling takes place at the distributor's address in the distributor's storeroom or as agreed.

If the customer has commissioned more than one distributor to distribute copies from the same batch, the parties agree where the sampling is to take place as well as the number of samples to be taken. If only one sample is to be taken, it will be valid for the entire batch.

Item 3. If several samples are taken at the same time from the same batch, the decision of whether to distribute the batch will always be based on the sample with the highest value.

MODIFIED METHOD

DETERMINATION OF RESIDUAL TOLUENE IN PRINTING PRODUCTS

(COWI method No. 2)

Principle The sample is placed in a 5 litre glass bottle with tight rubber stopper at room temperature. The toluene is stripped off and sampled on charcoal. The charcoal is analyzed by gas chromatograph with FID detection. The result is calculated as mg toluene /kg sample.

Materials and Instruments

- Test chamber (5 litre glass flask)
- Rubber stopper with two glass inlets
- Low flow pump (1.5 litre/minute)
- Charcoal tubes (SKC 226-09)
- Precleaned atmospheric air
- Carbondisulphide, p.a. grade (Aldrich)
- Gas Chromatograph (HP 5890) with FID

Analysis See also figure on next page.

1. The sample, ¼ of a brochure equivalent to 10-50 grams, is placed in the test chamber, and the rubber stopper is mounted. The sample is handled quickly and with care in order to minimize the evaporation of toluene in the sampling phase.
2. A charcoal tube is placed at the inlet for precleaning.
3. The pump is connected to the outlet of the chamber through a charcoal tube.
4. Over a period of 60 minutes, preheated air is sent through the chamber (flow 1.5 l/min.) Air temperature is 23°C.
8. The charcoal tubes are desorbed with 1.5 ml carbon disulphide by 30 minutes of shaking.
9. The extracts are analysed by gas chromatography with FID detection.

Results are given in mg toluene pr. kg paper.

Uncertainty Typically 5 -10% (RSD)

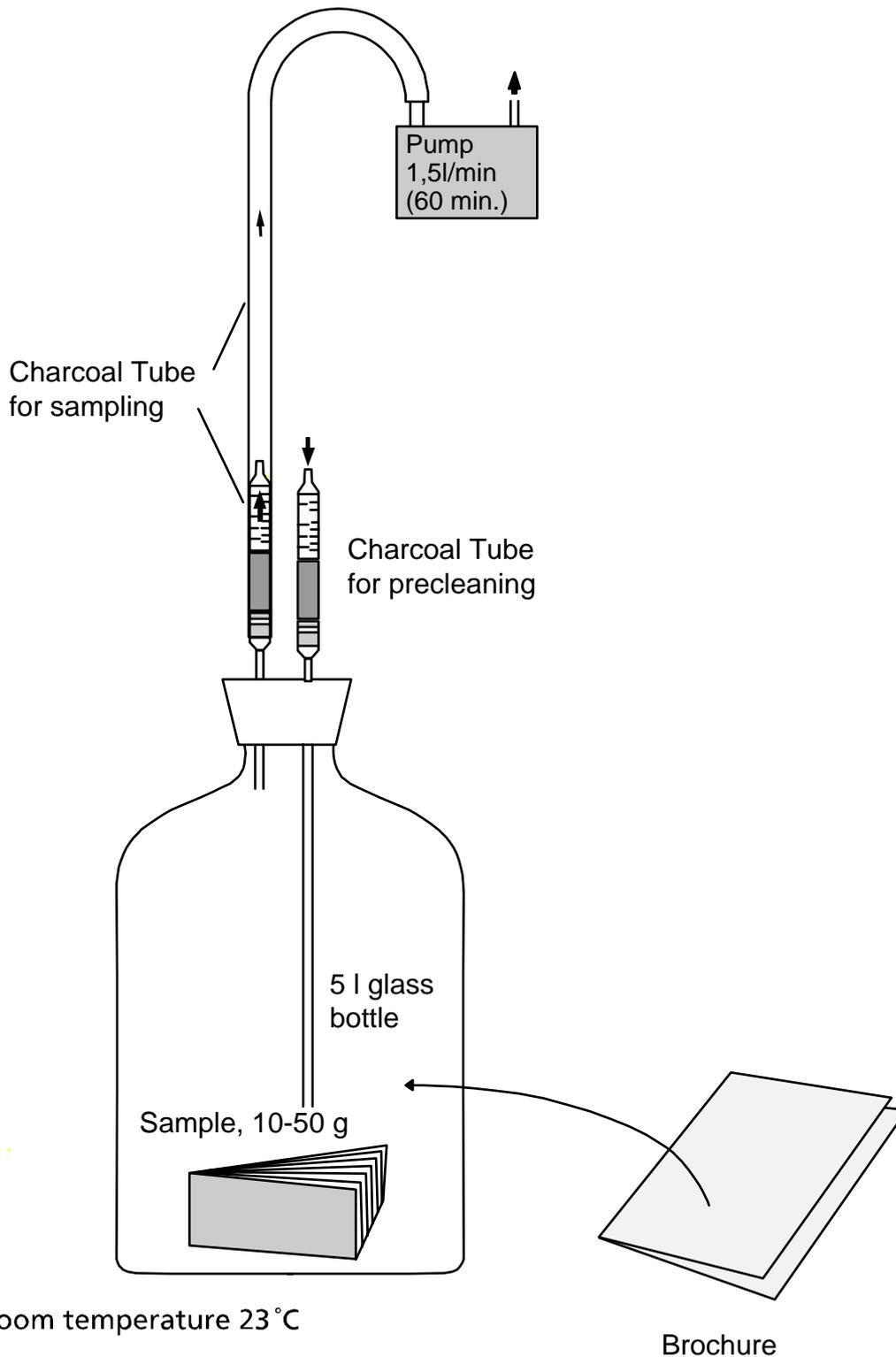
Detection Limit 0.2 mg/kg

Modified method

Determination of residual toluene in printing products

(COWI method no. 2)

Figure:



Sampling plan For rotorgravure sales literature For private distribution

APPENDIX 3.1

Rotorgravure sales literature for weekend distribution must always be delivered Friday, i.e. eight days before the first distribution date.

| Friday 8th day before 1st distribution date | Monday 5th day before 1st distribution date | Tuesday 4th day before 1st distribution date | Wednesday 3rd day before 1st distribution date | Thursday 2nd day before 1st distribution date |
|--|--|--|--|--|
| Sampling made by DTI or another DANAK accredited test laboratory. | <p>The test result is available at 10.00 am, at the latest.</p> <p>If below 300 mg/kg + 15% = max. 345 mg/kg, the sales literature is ready for distribution.</p> <p>If over 345 mg/kg, a new sample is to be taken immediately.</p> | <p>The test result is available at 10.00 am, at the latest.</p> <p>If below 300 mg/kg + 15% = max. 345 mg/kg, the sales literature is ready for distribution.</p> <p>If over 345 mg/kg, a new sample is to be taken immediately.</p> | <p>The test result is available at 10.00 am, at the latest.</p> <p>If below 300 mg/kg + 15% = max. 345 mg/kg, the sales literature is ready for distribution.</p> <p>Additional expenses for handling and transport are invoiced to the customer together with the amounts mentioned below.</p> <p>If over 345 mg/kg, a new sample is to be taken immediately.</p> | <p>The test result is available at 10.00 am, at the latest.</p> <p>If below 300 mg/kg + 15% = max. 345 mg/kg, the sales literature is ready for distribution.</p> <p>Additional expenses for handling and transport are invoiced to the customer together with the amounts mentioned below.</p> <p>If over 345 mg/kg, distribution cannot be made in the coming weekend, as a new result, if any, will be available too late to enable handling and delivery of the sales literature before the start of the distribution.</p> |
| A. Payment for nuisances due to delay as a result of excess toluene: | No payment | No payment | In full discharge + 10 øre per item; however, not less than 25% of the distribution price | In full discharge + 15 øre per item; however, not less than 35% of the distribution price |
| B. Payment for nuisances due to delay as a result of excess toluene. | No payment | No payment | + 5 øre per item; however, not less than 15% of the distribution price | + 7,5 øre per item; however, not less than 25% of the distribution price |
| If the actual costs involved in handling the batch in the shorter handling period exceed the minimum payment mentioned above, I/we will reimburse the distributor in full. | | | | |

If the first distribution day is another weekday than Saturday, the days in the chart will be changed accordingly.

The parties agree as follows regarding the sampling of sales literature to be distributed by private delivery staff:

PLACE(S) WHERE SAMPLING IS TO BE MADE

| |
|-------------------------------|
| 1. |
| 2. |
| 3. |
| 4. |
| Number of samples each place: |

The measurement result(s) apply to the following distributors:

| | |
|----|------|
| 1. | Fax: |
| 2. | Fax: |
| 3. | Fax: |
| 4. | Fax: |
| 5. | Fax: |

The parties agree as follows regarding sales literature to be distributed by Post Denmark and submitted by private distributors:

PLACE(S) WHERE SAMPLING IS TO BE MADE

| |
|-------------------------------|
| 1. |
| 2. |
| 3. |
| 4. |
| Number of samples each place: |