



Terms of Sale and Delivery

Cooden Studios Oy · Business ID 3560904-3 · Turku, Finland Version 1.1, effective from 1 September 2026

1. Scope

1.1 These terms of sale and delivery apply to all deliveries of print products and related services between Cooden Studios Oy ("the Seller") and the customer ("the Customer").

1.2 These terms form part of the contract when referred to in a quotation, order confirmation or other contractual document. They are available at coodenstudios.fi/en/terms.

1.3 The Seller's business is aimed primarily at businesses and other organisations. The Seller may, however, accept orders from consumers.

1.4 Where the Customer is a consumer, mandatory consumer protection law applies. These terms apply to a consumer only to the extent they do not conflict with that law. In particular, the limitations in sections 11, 13 and 21 do not apply to a consumer where they would reduce their statutory rights.

1.5 Print products are manufactured as individual items to the Customer's own artwork. A consumer has no 14-day distance selling right of withdrawal for such products. This is notified to the consumer before the order is confirmed.

1.6 Prices quoted to consumers include VAT.

1.7 The Customer's own purchasing or contractual terms do not bind the Seller unless the Seller has accepted them in writing before the contract is formed.

1.8 If these terms conflict with a separately agreed written contract, the written contract prevails.

2. Definitions

Artwork means the print files, images, texts, logos and other material supplied by the Customer to the Seller.

Artwork Guidelines means the Seller's guidance, as in force from time to time, on the requirements for print-ready artwork.

Proof means a digital or printed preview of the product to be printed.

Print Approval means the Customer's written approval releasing the product for production.

Working day means Monday to Friday, excluding Finnish public holidays.

3. Quotation and formation of contract

3.1 The Seller's quotation is valid for 14 days from its date unless otherwise stated in the quotation.

3.2 A contract is formed when the Customer accepts the quotation in writing or by email and the Seller issues an order confirmation. The order confirmation defines the scope of the delivery.

3.3 A response to a quotation containing additions, restrictions or conditions does not bind the Seller and is treated as a counter-offer by the Customer.

3.4 The Seller may withdraw a quotation or terminate the contract after receiving the artwork if the content of the print product proves to be unlawful, contrary to good practice, or otherwise objectionable from the Seller's perspective. The Seller will notify the Customer without delay and the Customer is not entitled to compensation.

3.5 The Seller is not obliged to sell at a clearly incorrect price where the error was reasonably apparent to the Customer.

4. Prices and additional costs

4.1 Prices are stated in euros excluding VAT. VAT is added at the rate in force at the time.

4.2 The quoted price is based on the information provided by the Customer regarding product, quantity, materials and schedule. If these change, the Seller may adjust the price.

4.3 In addition to the agreed price, the Seller may invoice costs arising from:

- a) incomplete artwork or artwork that does not meet the Artwork Guidelines,
- b) changes made by the Customer after Print Approval,
- c) delays caused by the Customer,
- d) additional proofs or colour samples requested by the Customer,
- e) rush handling requested by the Customer,
- f) failed delivery due to an incorrect or incomplete delivery address.

4.4 The Seller will notify the Customer of additional costs before they arise whenever reasonably possible.

4.5 Delivery to one address in Finland is included in the price unless the quotation states otherwise. Oversized or exceptionally heavy items, and deliveries outside Finland, are charged separately and the cost is stated in the quotation.

5. Payment terms

5.1 For new customers, the Seller invoices the first deliveries in advance. Production begins once payment has been received.

5.2 For established customer relationships, payment terms are 14 days net from the invoice date unless otherwise agreed.

5.3 The Seller may require a 50 per cent advance payment on orders exceeding €200 excluding VAT. Any advance payment is stated in the quotation or at the latest in the order confirmation. Production begins once the advance payment has been received, and the balance is invoiced on delivery.

5.4 Late payment incurs statutory interest from the due date together with reasonable collection costs.

5.5 The Seller may suspend deliveries where the Customer has overdue unpaid invoices, or require advance payment where there is reasonable cause to doubt the Customer's ability to pay.

5.6 The Customer may not set off the Seller's receivable against a counterclaim unless that counterclaim is undisputed or has been confirmed by a final judgment.

6. Artwork

6.1 The Customer is responsible for supplying print-ready artwork in accordance with the Seller's Artwork Guidelines. The Guidelines are supplied with the quotation and are available from the Seller on request.

6.2 The Customer is responsible for the content of the artwork, including the accuracy of texts, spelling, contact details, prices and dates. The Seller does not check content.

6.3 The Seller checks the technical print-readiness of the artwork. The check covers file format, resolution, bleed, colour mode and font embedding. It does not cover content or layout.

6.4 If the artwork does not meet the Guidelines, the Seller will notify the Customer. The Customer may then supply corrected artwork, order corrective work from the Seller for a separate charge, or give Print Approval for the artwork as it stands at the Customer's own risk.

6.5 The Customer bears responsibility for defects arising from artwork that does not comply with the Guidelines.

6.6 The Customer must retain copies of the artwork supplied. The Seller is not responsible for storing artwork after production or for its loss or damage.

6.7 Changes to artwork after Print Approval are possible only if production has not started. Changes are charged separately and may extend the delivery time.

7. Proof and Print Approval

7.1 The Seller supplies the Customer with a digital proof before production begins, unless otherwise agreed.

7.2 The Customer checks the proof carefully and gives Print Approval in writing or by email.

7.3 **By giving Print Approval, the Customer accepts the content, layout, texts, colour specifications and dimensions of the product as shown in the proof.** A defect discovered after Print Approval which was visible in the proof is not the Seller's responsibility and does not entitle the Customer to a claim, price reduction or reprint.

7.4 A digital proof is viewed on screen. Screen colour reproduction differs from printed output. A digital proof is not colour-binding.

7.5 A binding colour proof (certified proof) can be ordered separately for a charge. Only a certified proof is colour-binding.

7.6 Delivery time is calculated from Print Approval. If Print Approval is received after 10:00 on a working day, delivery time starts on the following working day.

8. Delivery time

8.1 Delivery times stated in quotations and order confirmations are estimates. They are not binding delivery dates unless a binding delivery date has been separately agreed in writing.

8.2 Delivery time is conditional on the Customer having supplied print-ready artwork, given Print Approval and made any advance payment.

8.3 The Seller will notify the Customer without delay if it becomes apparent that delivery will not meet the agreed schedule, and will provide an estimate of the revised delivery date.

8.4 The Customer is not entitled to compensation or to terminate the contract where the delay results from incomplete or late artwork, delayed Print Approval, or any other cause attributable to the Customer.

8.5 If the Seller is late against a delivery date agreed as binding, for reasons attributable to the Seller, the Customer is entitled to compensation for direct costs caused by the delay. Compensation is capped at the net price of the delayed delivery. Indirect losses are not compensated.

9. Delivery, delivered quantity and passing of risk

9.1 Products are delivered to the address stated in the quotation. The Customer is responsible for the accuracy of the delivery address.

9.2 **The delivered quantity may differ from the ordered quantity by up to 10 per cent, over or under.** This is standard practice in the print industry. Invoicing is based on the quantity actually delivered. The Customer should take this tolerance into account when specifying order quantities.

9.3 If the Customer requires an exact quantity, this must be agreed separately at the quotation stage. An exact quantity may affect price and delivery time.

9.4 Risk in the product passes to the Customer when the product is handed over to the carrier.

9.5 The Customer must inspect the consignment on receipt. Transport damage must be noted on the consignment note and reported to the Seller without delay.

9.6 The Seller may make partial deliveries where the partial delivery is usable by the Customer and does not cause the Customer material additional cost.

9.7 If a consignment is returned undelivered for reasons attributable to the Customer, the Seller is not obliged to store the product. Redelivery and storage are charged separately. The purchase price remains payable.

10. Colour and quality tolerances

10.1 Print production involves technical tolerances. The following deviations are not defects:

- a) trimming deviation of up to 1 mm,
- b) folding deviation of up to 1 mm,
- c) binding or stitching deviation of up to 1 mm,
- d) up to 0.5 per cent of the delivered quantity defective in printing and up to 0.5 per cent defective in finishing.

10.2 Minor colour variation is normal in print production. The Seller does not guarantee exact colour matching:

- a) between screen and printed product,
- b) between products produced by different printing methods,
- c) between products printed on different materials or paper stocks,
- d) between separate print runs, including earlier runs supplied by the Seller.

10.3 Colour can be guaranteed only through a separately ordered certified colour proof.

10.4 Colour reproduction of artwork supplied in RGB or without a colour profile is at the Customer's risk.

10.5 Paper is considered to match the sample if it is of the quality designated by the same reference by the paper industry.

11. Inspection and claims

11.1 The Customer must inspect the delivery without undue delay.

11.2 Claims must be made in writing to wilma@coodenstudios.fi within the following periods:

- a) **for a defect in the delivery, within 10 days** of receipt of the product,
- b) for delay, within 10 days of the Customer becoming aware of the delay,
- c) for a latent defect not reasonably detectable in a normal inspection on receipt, within 10 days of discovering the defect.

11.3 A claim must specify the defect, state the order number, and include photographs and the number of defective items.

11.4 The Customer must retain the allegedly defective delivery for the Seller's inspection. The Seller may request samples or return of the whole batch. The batch must not be destroyed before the matter has been resolved.

11.5 A claim made after the applicable period does not entitle the Customer to compensation.

12. Consequences of defects and reprint guarantee

12.1 A delivery is defective if it differs materially from what was agreed or from what may be required of the delivery according to good industry practice.

12.2 A delivery is not defective where the deviation results from:

- a) incorrect artwork or artwork not complying with the Artwork Guidelines,
- b) a defect that was visible in the proof approved by the Customer,
- c) the technical tolerances set out in section 10,
- d) the quantity tolerance set out in section 9.2.

12.3 **Reprint guarantee.** If a delivery is defective for reasons attributable to the Seller and a claim has been made in time under section 11, the Seller will reprint the defective products free of charge. The reprint covers the number of defective items.

12.4 Where a reprint is not possible or appropriate, the Seller will credit the proportion of the purchase price corresponding to the defective items.

12.5 The Customer may terminate the contract only where the defect is so material that the Customer cannot be expected to use the product for its intended purpose.

12.6 The Seller's liability for defects is in all cases limited to a reprint or a refund of the purchase price paid.

13. Limitation of liability

13.1 The Seller is not liable for indirect loss suffered by the Customer or a third party. Indirect loss includes loss of profit, lost turnover, loss caused by delay to a marketing campaign, reputational harm, cancellation of an event, and business interruption.

13.2 The Seller's total liability for any single delivery is limited to the net price of that delivery.

13.3 These limitations do not apply to loss caused by the Seller intentionally or through gross negligence.

14. Cancellation and changes

14.1 Print products are manufactured to the Customer's order as individual items. They carry no right of return or exchange.

14.2 The Customer may cancel an order free of charge if production has not started and cancellation is notified in writing before Print Approval is given.

14.3 An order cannot be cancelled after Print Approval. If production has started, the Customer is liable for the full purchase price.

14.4 For cancellation before production starts, the Seller may invoice work already carried out, such as artwork handling, proofing and design.

15. Retention of title

15.1 Delivered products remain the property of the Seller until the purchase price has been paid in full.

15.2 The Customer may nevertheless use and pass on the products in the ordinary course of its business before the purchase price is paid.

16. Intellectual property and content of artwork

16.1 The Customer warrants that it holds all necessary rights to the artwork supplied to the Seller, including copyright, trade mark rights and image licences, and that the artwork does not infringe third-party rights.

16.2 The Customer is liable for all compensation and costs the Seller incurs as a result of third-party claims. The Seller will notify the Customer of any third-party claim before paying compensation.

16.3 The Seller does not accept or print artwork that is unlawful, discriminatory, glorifies violence, is pornographic, or is otherwise contrary to good practice.

16.4 Intermediate production items produced by the Seller, such as printing plates, colour separations and production files, are the property of the Seller or its subcontractor.

16.5 The Seller may use delivered products as work samples in its own marketing unless the Customer objects in writing.

17. Subcontractors

17.1 The Seller uses production subcontractors located in Finland and other European countries.

17.2 The Seller is responsible for its subcontractor's performance as for its own, within the limits set out in these terms.

18. Force majeure

18.1 The Seller is not liable for delay or non-performance caused by an obstacle beyond the control of the Seller or its subcontractor which the Seller could not reasonably have foreseen or avoided.

18.2 Force majeure includes strikes, lockouts, fire, machine breakdown, transport disruption, raw material shortages, power failure, telecommunications failure, official orders, pandemic, and war or comparable emergency.

18.3 The Seller will notify the Customer of the obstacle without delay and estimate its duration. If the obstacle lasts more than two months, either party may terminate the contract as to the unperformed part without liability.

19. Personal data

19.1 The Seller processes personal data in accordance with its privacy statement, available at coodenstudios.fi/en/privacy.

19.2 Fulfilling an order requires the Customer's contact and delivery details and print artwork to be transferred to the Seller's subcontractor. Subcontractors are located in the EU and EEA.

20. Confidentiality

20.1 Neither party may disclose to a third party trade secrets or other confidential information received from the other party.

20.2 This obligation survives the end of the contractual relationship.

21. Governing law and disputes

21.1 The contract is governed by Finnish law, excluding its conflict of law rules and the UN Convention on Contracts for the International Sale of Goods (CISG).

21.2 Disputes are to be resolved primarily through negotiation.

21.3 Failing settlement, disputes are resolved by the District Court of Southwest Finland (Varsinais-Suomen käräjäoikeus).

21.4 Before bringing an action, the parties may request an opinion from a graphic industry goods inspector appointed by the Finland Chamber of Commerce as to whether the performance is defective and whether the defect is minor or material. The parties share the cost of the opinion equally.

21.5 The Customer must bring any action for defect or delay within one year of risk passing to the Customer.

22. Validity and amendment

22.1 These terms are valid until further notice.

22.2 The Seller may amend these terms by publishing a new version on its website. A delivery is governed by the terms in force on the date of the order confirmation.

22.3 If any provision is found invalid, the remaining provisions remain in force.

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