

SALES AND DELIVERY TERMS AND CONDITIONS FOR ROSENDAHLS

Agreement foundation

The sales and delivery terms and conditions below shall apply to the customer and Rosendahls, hereinafter referred to as the supplier, to the extent they are not deviated from by express agreement to do so between the parties.

Section 1. Offer and agreement

1.1. The offer is binding for the supplier for 14 days calculated from the date of the offer.

1.2. The agreement has been entered into when the customer's acceptance has been received by the supplier.

1.3. If the customer has requested that the supplier prepare a concept development, creative proposal, original material, etc., then the supplier is entitled to be paid for this work.

1.4. The offer is conditional upon:

- Materials and processes being able to be worked mechanically as presumed in the offer.
- The customer not demanding the work be performed in partial deliveries instead of one total delivery as specified in the offer.
- The materials submitted by the customer corresponding to the offer issued by the supplier.

Section 2. Price

2.1. All prices are excl. VAT and delivery.

2.2. If during the time up to execution of the delivery, increases have occurred in wages, material prices, governmental fees or other costs, then the supplier is entitled to adjust the price by such documented increases.

2.3. If during the time up to execution of the delivery, decreases have occurred in wages, material prices, governmental fees or other costs, then the customer is entitled to demand the price be adjusted by such documented decreases.

2.4. Prices in foreign currency are based upon the applicable exchange rate in Danish kroner on the date of the offer or order confirmation. The supplier retains the right upon changes in exchange rates prior to payment to change the price correspondingly.

2.5. In addition to the offered or agreed price, the supplier is entitled to demand payment for:

- Extra work in consequence of the basis materials provided by the customer to the supplier turning out to be incomplete, unsuitable or deficient.
- Extra work in consequence of the customer requesting corrections or changes to the delivered material after the work has been commenced.
- Extra work in consequence of the customer making more corrections than agreed in the offer.
- Overtime work and other measures that are agreed upon with the customer after entry into the agreement.
- Storage, surrender, handling and forwarding of the customer's digital or analogue materials and tools after delivery has taken place.
- Extra work in consequence of the agreement not being able to be executed as a continuous production due to circumstances owing to the customer.

Section 3. Delivery

3.1. Delivery will occur ex works/subcontractor's factory.

3.2. The supplier will however order and pay for transport to the customer's specified address/addresses.

3.3. The supplier is obligated upon request by and at the expense of the customer to subscribe to transport insurance.

3.4. Delivery will take place at the point in time that has been agreed with the customer, however with reservations for delays or impediments that are due to:

- The customer's acts or omissions.
- The circumstances named in 8.1.

3.5. In the event of such delays, the supplier has the right to an extension of the delivery time or to cancel the agreement.

3.6. If an event such as the above causes fulfilment of the supplier's delivery obligations to be made more expensive, then the supplier is obligated to fulfil the delivery obligations if the customer declares that it wishes to pay the additional price calculated by the supplier.

3.7. If no point in time has been agreed on for delivery, then the supplier will determine the point in time of delivery.

Section 4. Payment

4.1. Payment will occur either on the date that is specified on the offer, order confirmation or invoice as the last on-time payment date or by cash upon delivery.

4.2. If payment is made later than agreed, penalty interest will be added in accordance with the penalty interest rate of the supplier at any point in time, currently 1.5% per commenced month from the invoice's due date until payment occurs.

4.3. Upon request by the supplier, the customer is at all times obligated to post a bank guarantee as security for payment.

4.4. If the request is made after entry into the agreement, then the supplier is obligated to exempt the customer from every expense connected with such.

Section 5. Property rights, copyrights, etc.

5.1. The copyrights to the preliminary work and concepts, creative proposals, original materials, etc., developed by the supplier belong to the supplier and may not without the supplier's approval be shared with third parties.

5.2. What the supplier has produced or caused to be produced in terms of preliminary work, intermediate products, materials, tools, etc. for use in the delivery are the supplier's property. This applies regardless of whether what was produced has been invoiced separately.

5.3. The items that 5.2. concerns may solely be used for work for the customer and will only be preserved pursuant to a special agreement to do so.

Section 6. Delays

6.1. If delays arise, the customer is entitled with the reservations following from 8.1. solely to cancel the agreement, if it upon entry into the agreement has explicitly specified the significance of delivery occurring at a precisely determined time.

Section 7. Deficiencies

7.1. The supplier bears no liability for errors that the customer has not corrected in writing during proofreading, including print, digital information, specimen proofs and the like.

7.2. The customer is not entitled to a price discount or to refuse to accept what was ordered in the event of minor deviations from approved specimens or agreed specifications.

7.3. The supplier has the right to a larger or smaller delivery of up to 10% of the agreed print run. In such cases where paper or other material has been produced especially for the order by a party other than the supplier, then the supplier has a right to a reasonable larger or smaller delivery beyond 10% of the agreed print run, however at most corresponding to the material supplier's delivery terms and conditions.

7.4. The customer is responsible for complaining immediately about a deficient delivery. If the complaint is not made or the customer complains too late, then the customer will lose its ability to pursue the deficiency. The supplier is entitled to remedy a deficiency, if such may be done within a reasonable period of time.

7.5. The supplier is not responsible for defects or omissions that may be attributed to the customer itself producing paper or other material for the delivery.

7.6. The supplier bears no liability for erroneous placement of affixed or embedded elements if the customer has not given the supplier precise instructions in writing concerning the placement of such.

7.7. The supplier provides no guarantees as regards missing or repeated numbers in deliveries containing numbered work. For deliveries containing work that is numbered when received, any possible corrections of numbers will be considered extra.

Section 8. Liability

8.1. In the event of delays and in the event of deficiencies in the delivery, the supplier bears no liability when the delay or deficiency is due to:

- Defects in or damage to production equipment that demonstrably have caused delays or damage to the production.
- Instances of labour conflicts or any nature.

– Any circumstances in general that the supplier is not in control of such as fires, water damage, natural disasters, wars, mobilisations or unforeseen military call-ups or a corresponding scope, requisitioning, seizures, rebellions, disturbances, currency restrictions, lack of means of transport, general scarcity of goods, restrictions on fuel, export/import bans and other similar force majeure situations.

8.2. Delayed or deficient delivery is encompassed by the release from liability mentioned in 8.1 if the cause of the subcontractor's delay or deficient execution is one of the circumstances mentioned in 8.1. or the company closing down.

8.3. The supplier is not liable for the customer's operating losses, loss of profit or other indirect losses, including losses in consequence of the customer's legal situation with respect to third parties, cf. however 8.4., in the event of delayed or deficient delivery.

8.4. The supplier is liable in the event that a delivered product causes personal injuries or causes damage to property, if the object concerned as per its nature is usually intended for non-commercial use and is chiefly used by the injured party in accordance with this.

The supplier is only liable for commercial property damage if it can be documented that the damage is due to it or its staff having committed errors that ought not to have been avoided by the customer's checking of the delivered products.

The supplier is however never liable for damages that are caused to the customer's or others' production, to products that are packaged in/labelled with the delivered products or things in the production of which such products are included, unless it is documented that the supplier has acted with gross negligence.

The supplier is never liable for operating losses, lost profits and other indirect losses.

In the event the supplier occasioned by an instance of commercial property damage has a liability imposed to a third party that extends beyond such limits as have been established for the supplier's liability, then the customer is obligated to indemnify the supplier against such as well as for the case costs.

8.5. The supplier has no liability for the customer's lacking legal basis for reproduction, duplication or release of writing, images, drawings, patterns, illustrations, texts, trademarks, other business marks and other get-up of goods, including design or other things, that may subject to the rights of third parties.

If the supplier incurs liabilities to third parties occasioned by the customer's lacking legal basis for utilisation of a third party's due rights, then the customer will indemnify the supplier against any such liabilities.

8.6. The supplier has no liability for losses or damage to property, for example such as originals, materials and the like, that are not the supplier's, but which have been entrusted to it by the customer for purposes of solving an agreed task or for purposes of storage, including for storage of work that the supplier has performed.

The supplier is however liable if it can be established that the loss or damage is due to grossly negligent conduct exhibited by the supplier or its people. The customer must itself see to the insuring of the object against damage and destruction.

8.7. The customer's quality control will take over the full liability upon commencement of the printing. In the event of errors in the printing forme, including printing plates, film, files and the like, the supplier may not be held liable for losses in consequence of such, but rather is solely obligated to undertake a replacement delivery.

Section 9. Subcontractors

9.1. The supplier is entitled in full or in part to permit the work to be performed by subcontractors.

9.2. To the extent that subcontractors are used, the supplier is not liable for defects or omissions committed by such.

Section 10. Periodic publications/on-going contract work

10.1. If for a customer of periodic publications / on-going contracts no agreement otherwise has been entered into, then a notification deadline of 3 months will apply for monthly and quarterly publications, and 6 months for weekly and biweekly publications.

Section 11. The Danish Sale of Goods Act

11.1. Danish law, including in specific the Danish Sale of Goods Act, shall apply to the present agreement to the extent that the state of law is not established in the agreement's text or in the present sales and delivery terms and conditions. Any possible disputes concerning the interpretation of the agreement or the fulfilment and enforcement of the terms and conditions may solely be brought before Danish courts in accordance with Danish venue rules.