

GENERAL TERMS OF SALE AND DELIVERY

All trade follows the law of commerce (Købeloven) with the exceptions following below.

1. Validity

The terms of sale and delivery are valid for all offers, purchases, and deliveries, unless otherwise agreed in writing.

2. Offer

Should the vendor submit an offer stating no specific deadline for acceptance, the offer will lapse should the accept not reach the vendor four weeks from the date of the offer – at the latest.

3. Price

All prices are stated in Danish Kroner and do not include VAT. Until delivery, buyer is obliged to accept price changes due to substantiated increases in expenses on vendors account as a result of changes in rates of exchange, customs, taxes, duties, etc. regarding the delivery agreed.

1.9% of the total amount will be added covering environmental and packaging costs (though not for storage at our "Lagerhotel").

Further work not stated in the offer, such as changes in the project, drawings for the show sites, static calculations, or other kinds of documentation will be invoiced according to time spent. Elaboration of layout/project as well as adjustments, handling of order forms, work drawings etc. will be settled according to assignment and invoiced according to time spent, unless otherwise stated in separate agreement.

4. Payment

Payment must comply with the offer/order confirmation. Should terms of payment not be stated, 1/3 of the confirmed amount is due 2 months prior to delivery, 1/3 of the confirmed amount is due 1 month prior to delivery, whereas the balance is to be paid net cash after accomplishment of the assignment.

By overdue payment, the vendor is entitled to charge interest of the outstanding debt from due date with the official bank rate +5%.

No counterclaims, which are not accepted by vendor in writing, can be set-off and no part of the purchase price can be withheld due to counterclaims of any kind.

5. Retention of ownership

Within the limitations of the invariable legal regulations the vendor reserve the ownership of the sold material, until the entire purchase price incl. of expenses incurred has been paid to the vendor or to the person, this right was transferred to, cf. item 14.

6. Delivery/transfer of risk

Delivery from vendor's address, whether or not the vendor according to special agreement with

buyer delivers the material to buyer by means of own people or by means of third party.

The risk for accidental destruction of the material passes to the buyer in accordance with the above.

Vendor is responsible only for delays caused by gross negligence.

Vendor must inform buyer of changes in time of delivery without groundless delay.

All expenses for customs, shipping, loading and unloading, transport, storage of empty packaging, power supply, water supply, telephone, fax, computer, extra admittance time on the show site before and after the event, etc. are on buyer's account. Buyer will reimburse expenses paid by vendor.

7. Insurance

Unless otherwise agreed, buyer is responsible for the necessary insurances, both regarding products and regarding transport to exhibitions and back. Should the insurance not be taken out through vendor, documentation must on vendor's request be forwarded no later than one week prior to delivery.

8. Product information

Drawings, specifications, etc. issued by the vendor before or after closing the agreement, remain the vendor's property and may not – completely or partially – be passed on without the written acceptance of the vendor, nor may they be misused in any way.

9. Product changes

The vendor reserves the right to change and improve the products without further notice.

10. Defects and complaints

Upon delivery buyer must immediately examine the purchased material as proper custom of the trade demands.

Should the buyer invoke a defect, he must inform the vendor in writing no later than 1 week after the date of delivery, stating also the condition of the defect.

Should the material sold, not be manufactured by the vendor similar terms will be valid between vendor and buyer, as between vendor and his supplier, implying that the vendor is responsible towards buyer only to the same extent as his supplier is responsible towards him. The vendor must inform buyer of these terms when entering the agreement, at the latest. Changes of or interference in the sold material without the written approval of the vendor, releases the vendor from all responsibilities.

11. Limited liability

A claim for damages against the vendor cannot exceed the amount invoiced for the sold mate-

rial. The vendor is never liable for working deficits, loss of profits, or for similar indirect losses in connection with the assignment. This includes indirect losses due to delays or defects on the material sold.

12. Product liability

Product liability for damage to property is renounced. All claims for indirect losses, working deficits, loss of profits, etc. are renounced. As regards product liability for personal injury, damages are paid according to valid rules of law.

13. Return of goods

The purchased material can only be returned according to preceding written approval. Should the buyer be entitled to cancel the purchase, or should the sold material be returned to the vendor for rebuilding or repair of defects, the material must be returned in original packaging at the expenses and risk of the buyer. The vendor is entitled to have transport expenses, etc. charged on his account, reimbursed from the buyer, and is entitled to set-off the amount against any claims buyer may have against the vendor. After the repair or the rebuilding, the buyer is liable to pick up the repaired or rebuild material from vendor at buyer's own expenses and risk.

14. Transfer of rights and duties

The vendor is entitled to transfer all rights and duties in connection with the assignment to a third party.

15. Storage of material at "Lagerhotel"

The material is stored at the expenses and risk of the customer. Storage at the "Lagerhotel" will be settled according to the valid rates of the vendor.

Should the customer default the conditions for storage at the "Lagerhotel", the vendor may claim collection of the material with 2 weeks notice after which the vendor has free disposal of the material.

Vendor reserves the right to retain and to set off the stored material against any claims.

16. Venue

In case of discrepancy between the parties, the dispute must be settled according to Danish law at the venue of the vendor according to the rules of the Administration of Justice Act.