

TERMS AND CONDITIONS, INTERMAIL DANMARK A/S

The following conditions apply to all deliveries of goods and services from InterMail Danmark A/S ("IM")

1. Quotes and contract signature

1.1 All quotations, order confirmations and agreements must contain information about the customer's name and address, method of payment, and describe IM's service, including goods and services. IM is not responsible for misprints when submitting quotes, order confirmations, and contracts.

1.2 Written quotations are binding for IM for 14 days from the quotation date, unless otherwise stated in the quote. Oral quotes from IM are, however, not binding until there is a written confirmation of the quote from IM, and then for the subsequent 14 days.

1.3 A binding agreement exists when IM receives written acceptance of the quote from the customer and/or when IM has issued a written confirmation of an oral or written order.

2. Delivery of artwork from the customer to IM

2.1 Delivery of material from the customer to IM for use in IM's service, such as sample packs or package instructions, must be made at the time agreed between IM and the customer. If no time has been agreed, the customer must deliver the agreed material by 09:00 on the day before the date of IM's production start.

2.2 If IM does not receive an adequate sample pack or package instructions on time, IM is entitled to package the material as they choose, including choice of order and attachments.

2.3 Unless otherwise agreed, the agreed material must be delivered to IM's address at Stamholmen 70, DK-2650 Hvidovre. The delivery must bear the name of the IM contact that the customer has.

2.4 Material supplied by the customer to IM is always supplied at the customer's own risk.

3. Delivery of services from IM to the customer

3.1 Delivery of the agreed service must take place at the time agreed between IM and the customer. Unless otherwise agreed, a delivery is considered to have been made once the service has been provided and IM has notified the customer thereof.

3.2 If the delay in delivery is due to the customer's situation, including late delivery of materials per Section 2, or is the result of conditions named in Section 14, delivery time is extended accordingly. In case of delay, the customer can only claim breach of contract if, after the delay, the customer has submitted a claim with a reasonable time for delivery and IM then fails to deliver on time. In the case of partial deliveries, only the customer is entitled to claim breach of contract for the delayed delivery/deliveries.

3.3 The agreed services are delivered from IM's address to Stamholmen 70, DK-2650 Hvidovre, unless otherwise agreed.

3.4 The product is sent/set up/integrated by IM or from the subcontractor's warehouse to the Customer's provided delivery address/installation.

4. Special conditions for the supply of graphic production orders

4.1 Unless otherwise agreed, it is a precondition for the agreement that the customer supplies and that IM receives print-ready material according to IM's instructions for digital filing. All print media not provided by the customer, remains IM's property. Print media is stored for a maximum of one year from the date of invoice.

4.2 In the case of graphic production orders, IM has the right to over- or under-delivery and invoicing of up to 10% of the agreed quantities. In cases where paper or other material is made specifically for the order/agreement of a third party, IM is entitled to reasonable over- or under-delivery/invoicing beyond 10% of the agreed quantity, but not exceeding the third party's terms of delivery for over- or under delivery.

4.3 IM is not responsible for any error if the customer has approved final proof.

4.4 The above special conditions for the supply of graphic production orders apply in addition to the other terms and conditions. In case of conflict between the provisions, the special conditions for the supply of graphic production orders in Sections 4.1-4.3 take precedence over the other terms and provisions.

5. Warehousing

5.1 If the agreement covers warehousing, processing, distribution, partly of graphic products produced in the IM group and partly of graphic products that the Customer has had produced by other suppliers.

5.2 If the agreement includes warehousing, IM will charge for this at the current price of warehouse rent.

5.3 The stocked products should not contain chemicals, poisons or other dangerous items.

5.4 IM insures the goods against fire, theft and water damage. Each pallet is insured for a maximum value of DKK 10,000.

5.5 It is the customer's responsibility to notify IM if stocking includes products of higher value than what is covered by IM's insurance value stated above. Any increased insurance premium is billed separately to the customer.

5.6 An inventory is conducted as per the agreement with the customer. An inventory of all parcels is charged as per a separate warehouse storage agreement. Compensation for storage is accepted to the same extent as the insurance policy accepts it and covers any losses. Requests for customer-specific procedures surrounding inventory and warehouse storage are agreed separately with IM.

5.7 The products are stored in normal storage rooms. IM must be notified of any products delivered to the warehouse by the customer at least 24 hours before arrival to IM. Items are received at the property between 08:00 and 13:00, unless otherwise agreed. Information about the delivery must be sent via email to the respective project manager. The number of pallets, number of parcels per pallet, and the number of units per parcel must be specified. The goods are delivered on European pallets with a maximum of 2 items per pallet. Parcels must be marked with a product no. and product title. If IM has provided a project number, the goods must also be marked with the same no.

5.8 IM can refuse receipt of goods, if information about the pallet, parcel and unit number is not received. New arrivals are registered on the next business day and are processed the next business day.

5.9 On reception of goods, IM will ensure solely that there is consistency between the advice note provided, the delivery note and the received number of pallets and parcels per pallet.

5.10 The number of units per parcel is checked if the customer has given instructions to do this. The customer will be invoiced separately for this service.

5.11 Inconsistency between the agreed reception or visibly damaged items are listed on the delivery note and communicated to the Customer.

5.12 Orders from stock are shipped on the same day and must be with IM by 9:00.

6. Prices

6.1 All prices in quotes, order confirmations and additional agreements are stated in DKK excl. VAT, unless otherwise stipulated by the agreement.

6.2 All prices are quoted on the basis of the quotation date or the offer or order confirmation date's applicable level of material prices, wages and other expenses. If, in the period leading up to the delivery, there are price increases, IM is entitled to demand a proportionate price regulation.

6.3 To the extent that quotes contain materials or services purchased from third parties, quotes are made subject to the final price adjustment if third parties make price increases which IM cannot oppose, including in the event of changed exchange rates. IM can adjust prices without prior notice if the increase is less than 15%. If the price increases from suppliers exceed 15%, IM must inform the customer thereof before delivery. The customer, in such a case, is entitled to withdraw from the contract, as long as this is submitted in writing to IM within 3 days.

6.4 In addition to the price agreed upon, IM is entitled to demand separate payment for extra work caused by the customer's circumstances and to the extent the customer is responsible.

6.5 All prices are ex-factory, and all costs of physical transport and possible transport insurance are covered by the Customer. Freight is billed based on current tariffs from Danish Carriers, unless otherwise stated or agreed.

6.6 All prices are adjusted once per year with the increase in the Net Price Index published by Statistics Denmark from October to October, and apply from January 1 of the calendar year thereafter. Price adjustment is automatic and no specific notification thereof will be sent out.

6.7 The costs of digital services, including consultancy etc., provided by IM to the customer are calculated by IM's applicable hourly rates at the time. Transport costs and other expenses are charged separately.

6.8 Services under digital services shall be provided as long as the products are properly installed and no changes have been made to these. If an agreement for emergency services has been made, the customer may only make changes to the products in agreement with IM. Otherwise IM shall calculate services to changed products separately according to current rates.

7. Terms of payment and invoicing

7.1 The invoice period and payment deadline is shown in the respective agreement and covers all the services provided under the agreement. Unless otherwise agreed, payment should be made within 8 days of the invoice date. Interest on late payments is incurred from day 1. Late payments accrue interest equal to the Interest Act rate until payment is made. A reminder incurs a fee equivalent to DKK 300.00 per reminder. IM sends a maximum of three reminders before a claim is made for collection.

8. Property, rights, guarantee and transfer to third parties

8.1 IM retains ownership of the delivered goods and products, pending full and final payment. This also applies to goods stored for the customer with IM in debited stock. IM reserves the right to ownership of all the goods and products that are left in IM's stock for non-debited goods, until full and final payment has been made.

8.2 If the agreement includes standard software or software development carried out by IM specifically for the customer, the customer obtains a non-transferable and non-exclusive right to use the software specified in the agreement. The right of use is limited to the agreement's specified number of concurrent users and, if not stated, the right of use only applies to the equipment on which the software is installed upon delivery. The software must be used in accordance with instructions. The customer may not copy the software, solution and/or documentation and must not make changes to the software without the prior consent of IM. If the customer allows or makes changes to the software or solution, the customer bears the full responsibility for the changes.

8.3 The delivered goods shall be subject to IM's subcontractors' or manufacturers' warranties, warranty periods and complaint deadlines and associated terms and conditions. For external suppliers, IM will not give independent guarantees or other rights for the delivered goods.

8.4 IM reserves the right to replace parts of a delivery with parts of the same quality as that originally agreed, if the customer is informed in writing of such replacements and in the case of deliveries where it is not generally essential for the customer to receive a product from a specific manufacturer. IM is also entitled to make minor changes to deliveries, as deemed technically necessary.

8.5 IM is entitled to assign its rights and obligations to an affiliated company.

9. Defects and complaints

9.1 If performance does not match that which has been agreed between IM and the customer, or is not equivalent to the usual quality for such a service, the customer is entitled to complain about the defects.

9.2 If the customer wishes to complain, a complaint should be made within 7 days after the error/defect ought to have been found. Complaints must be in writing with a detailed description of the fault/defect and a copy of IM's order confirmation.

9.3 The deadline also applies to complaints about services, supplies, implementations, etc. A deficiency is not considered to exist if the customer has used the service or product delivered/implemented incorrectly, including breach of guidelines from IM or IM's subcontractors, or if the customer or a third party without IM's consent has made changes or has manipulated the delivered goods.

9.4 If the appropriate complaints procedure is not followed, the customer loses the right to claim breach of contract.

9.5 IM is entitled, within a reasonable time and at their choosing, to repair the error/defect, to make a replacement, or to credit the customer the value of the defective goods.

9.6 Minor deviations from the approved sample or agreed specification shall not entitle the customer to a price reduction or to refuse to accept the order.

9.7 If the customer provides materials itself per Section 2, IM is not liable for errors, omissions or delays attributable thereto. This also applies where the customer provides data used for printing.

9.8 If IM has agreed to add packaging or products with barcodes to an order, IM undertakes no responsibility for the customer's loss. This includes direct or indirect losses that may arise in connection with errors or defects in the barcode, be it because the barcodes are applied incorrectly or because the barcode is not legible.

9.9 IM is in no way responsible for the loss of production, loss of profits or other indirect losses.

9.10 IM's liability, for whatever reason, cannot exceed the invoice value of the effective provision that is the subject of liability.

9.11 If the customer has decided not to conduct a system test as part of the service development, the customer cannot claim compensation for losses resulting from defects that would have been discovered by implementing the recommended tests.

9.12 IM is not liable for indirect losses, including lost profits, goodwill, missing or unachieved economic benefits and objectives of production, loss of data, loss due to IM's supplies not being usable as expected, or losses due to an agreement with a third party being eliminated or breached. IM's liability is limited to issues that constitute gross negligence.

9.13 IM is not responsible for any error if the customer has approved final proof.

10. Customer's right to reproduction, etc.

10.1 IM takes no responsibility for the customer's lack of rights to reproduce, copy, use or publish text, pictures, drawings, designs, illustrations, texts, trademarks and other business characters. This also includes designs or anything that may be subject to third party rights. If IM takes on liability to third parties in connection with the Customer's lack of authority to exercise the rights of third parties, the Customer is obliged to indemnify IM for such liability.

11. Shipments to third parties

11.1 To the extent that IM carries out deliveries to third parties for the Customer, the Customer guarantees that the delivery is in accordance with the applicable legislation, including the Marketing Act, and that all data in this respect is processed in accordance with the Personal Data Act and corresponding data protection rules, and that the delivery and the data processing is otherwise not unlawful. If IM claims takes on liability to third parties as a result of IM's delivery to a third party for the Customer, the Customer is obliged to indemnify IM for such liability.

11.2 Names, addresses, email addresses, phone numbers and other customer-specific data that IM has received from the customer, are the customer's property and may not be copied or used by IM beyond what is required under the agreement, or can be considered a natural part of the fulfilment of the agreement. IM is not responsible for the loss of such customer-specific data for any reason.

12. Disclosure

12.1 Information from IM or one of IM's business connections concerning products' usability, weight, dimensions, capacity and technical data in catalogues, brochures, prospectuses, advertisements and the like, are solely to be regarded as approximate and may not be deemed guaranteed, and IM is not responsible for ensuring that the products or services delivered meet the Customer's needs or uses unless the Customer has requested this and this is accepted by IM. IM reserves the right to make construction and/or design changes before the delivery time and during the course of several deliveries.

12.2 Should the products require a special description for installation, connection, operation and/or maintenance, IM must provide the customer with such descriptions no later than the time of delivery. IM may prescribe that such a description be treated confidentially. IM is not required to disclose source codes.

12.3 IM can offer the customer installation of the goods or services supplied in accordance with the manufacturer's/product guidelines. For such installation, the hourly rates applicable by IM at the time are calculated. IM's installation shall not delay the time of the passing of risk or the due date of payment for the delivered products.

13. Leftover material

13.1 Leftover material received from the Customer for use in IM's service, per Section 2, will, unless otherwise agreed, be returned to the Customer's address at the Customer's cost within 14 days of the delivery of the service, per Section 3.

14. Shipping costs

14.1 If IM is responsible for the handling of postal consignments for the Customer, it is the Customer's responsibility to obtain the necessary approvals for the material. IM is neither responsible for the postal distributor's rejection of shipments that do not meet the requirements stipulated by the postal distributor's provisions, nor is IM responsible for any reclassification of the shipping postage.

14.2 Postage costs are settled directly between the Customer and the postal distributor. If IM handles the dispatch of consignments to the postal distributor, it is the responsibility of the customer to provide the necessary information to IM. If the Customer does not have an agreement with the postal distributor, IM can make postage payments when the customer has paid the postage amount by bank transfer no later than 2 working days before submission to the postal distributor. IM is not responsible for information regarding the postal distributor's postage rates, discount rates, weight limits, etc. It is the customer's responsibility to provide the necessary information with respect to calculating the final amount of postage to IM.

15. Subcontractors

15.1 IM is entitled to have all or part of the service carried out by subcontractors.

16. Force majeure and other impossibilities

16.1 IM makes provisions for late or defective delivery due to circumstances that are beyond IM's control. This applies, for example, but is not limited to, fire, war, riots, terrorist threats, and other unrest, natural disasters or exceptional weather conditions, restrictions on driving, defects, trade and currency restrictions, lack of transport, general shortages, strikes and lockouts.

16.2 IM also makes provisions for delayed and/or defective deliveries from IM's subcontractors, regardless of the reason.

16.3 If IM confirms conditions as described in Sections 16.1 or 16.2, IM is obliged, without undue delay, to notify the Customer of the cause of these conditions. If fulfilment of the agreement within a reasonable time is not possible, the customer is entitled to withdraw from the contract, provided written notification thereof is submitted within 3 days.

17. Choice of law and venue

17.1 IM and the customer undertake to attempt to resolve any disputes through negotiation, so that the rest of the trade between the parties is not affected.

17.2 If a dispute cannot be resolved by negotiation, the case shall be brought before the City Court of Copenhagen, which has jurisdiction, and any disputes under the agreement shall always be settled according to Danish law.