

These Conditions of Sale and Terms of Delivery shall apply to relations between the Customer and Jørgen Windelev A/S (the Supplier), unless deviated from by explicit agreement between the parties.

1. Offers and agreements

- 1.1. Offers shall be binding on the Supplier for 14 days from the date of the offer.
- 1.2. An agreement has been made when the Supplier has received the Customer's acceptance.
- 1.3. If the Customer has asked the Supplier to prepare concept development, creative input, original material, etc., the Supplier is entitled to receive payment for such work.
- 1.4. Offers are conditional upon the following:
 - Materials and processes can be handled on machines as assumed in the offer.
 - The Customer does not insist that the work be carried out in the form of partial supplies rather than the one total supply stated in the offer.
 - The material forwarded by the Customer corresponds to the offer made by the Supplier.

2. Price

- 2.1. All prices are exclusive of VAT and delivery.
- 2.2. If, in the period prior to delivery, increases have occurred in wages, material prices, public charges or any other costs, the Supplier shall be entitled to adjust the price by such documented increases.
- 2.3. If, in the period prior to delivery, decreases have occurred in wages, material prices, public charges or any other costs, the Customer shall be entitled to request a price adjustment by any such documented decreases.
- 2.4. Prices in foreign currency are based on the effective currency in relation to Danish Kroner on the date of the offer or order confirmation. In case of exchange rate fluctuations prior to payment, the Supplier reserves the right to adjust the prices accordingly.
- 2.5. In addition to the offered or agreed price, the Supplier is entitled to request payment for:
 - Extra work as a result of the basic material given by the Customer to the Supplier turning out to be incomplete, unsuitable or deficient.
 - Extra work as a result of the Customer requesting corrections or modifications to the delivered material after the work has started.
 - Extra work as a result of the Customer making more proofs than agreed in the offer.
 - Overtime work and other measures arranged with the Customer after the agreement has been concluded.
 - Storage, hand-out, handling and dispatch of the Customer's digital or analogue material and tools after delivery has been made.
 - Extra work because it is not possible to carry out the work as a continuous production due to circumstances attributable to the Customer.
 - The Supplier is entitled to charge the Customer for all hours, files, films, blocks, plates and proofs in regard to orders that have been in the process of production for more than three months.

3. Delivery

- 3.1. Delivery will be made at the time agreed with the Customer subject to delays or obstacles arising because of:
 - The Customer's actions or omissions.
 - The circumstances mentioned in Clause 8.1.
- 3.2. In case of such delays, the Supplier has the right to have the time of delivery extended or to cancel the agreement.
- 3.3. If an occurrence such as the one mentioned above makes compliance with the Supplier's delivery obligation more costly, the Supplier shall be obliged to meet his delivery obligation, provided the Customer declares that he is prepared to pay the additional price calculated by the Supplier.
- 3.4. If no time of delivery has been agreed, the Supplier will decide the time of delivery.

4. Payment

- 4.1. Payment shall be made either on the date specified in the offer, the order confirmation or the invoice as the due date, or in cash upon delivery.
- 4.2. Interest will be charged from the due date at the rate applied by the Supplier at any given time.
- 4.3. Upon the Supplier's request, the Customer shall be obliged at all times to make a bank guarantee available as security for payment.
- 4.4. If such request is made after the agreement has been concluded, the Supplier shall be obliged to refund the Customer all costs involved.
- 4.5. The Supplier may request that the amount stated in the offer be paid before the order is started up.
5. Reservation of property, copyright, etc.
 - 5.1. Copyright to the preworks and concepts, creative drafts, original material, etc., developed by the Supplier shall remain with the Supplier and may not be passed on to a third party without the Supplier's approval.
 - 5.2. Whatever the Supplier has provided or organised in the way of preworks, intermediate products, materials, tools, etc., for use in the supply shall remain the Supplier's property. This applies regardless of whether any such items have been separately invoiced.
 - 5.3. The items mentioned in Clause 5.2 may only be used for the Customer's works and will only be stored following separate agreement to this effect.

6. Delays

- 6.1. If a delay occurs, the Customer may only cancel the agreement - with the reservation made in Clause 3.1 - if at the same time as the agreement was concluded the Customer specified the significance of delivery being made at a precise time.

7. Deficiencies

- 7.1. The Supplier shall not be responsible for errors which the Customer has not corrected in writing in the proof, including prints, digital information, electronic proof, test prints, prints, and similar.
- 7.2. The Customer shall complain immediately in case of a deficient supply. If the Customer does not complain or complains too late, the Customer shall lose his right to invoke the deficiency. The Supplier shall be entitled to remedy a deficiency, provided this can be done within a reasonable time.
- 7.3. The Supplier shall not be liable for errors or deficiencies which can be attributed to the fact that the Customer provides paper or other items for the supply himself.

8. Liability

- 8.1. In case of delays and in case of deficiencies in the items supplied, the Supplier shall not be liable if the delay or deficiency occurs for one of the following reasons:
 - Errors in or damage to production equipment, demonstrably causing delays of or damage to production.
 - In case of industrial conflicts of all types.
 - Otherwise, any circumstance beyond the Supplier's control, such as fire, water damage, natural disasters, war, mobilisation or unforeseen military drafting of a corresponding scope, requisitioning, seizure, rebellion, unrest, currency restrictions, shortage of transport, general scarcity of goods, restrictions on propellants, exports or import bans as well as other similar force majeure situations.
- 8.2. Delayed or deficient supplies are covered by the exemption from liability specified in Clause 8.1. if the cause of the subcontractor's delays or failure to perform is one of the circumstances specified in Clause 8.1., or closure of the company.
- 8.3. The Supplier shall not be liable for the Customer's operating loss, loss of profit or any other indirect loss, including loss resulting from the Customer's legal position vis-à-vis third parties; cf., however Clause 8.4., in case of delays or deficiencies in the items supplied.
- 8.4. The Supplier shall be liable if a delivered product causes personal injury or damage to objects, provided that by its nature the item concerned is normally intended for non-commercial purposes and is mainly used by the person suffering the damage or injury in accordance herewith.

The Supplier shall only be liable for business damage if it can be documented that the damage was the result of the Supplier or his people making mistakes that should not have been detected through the Customer's inspection of the delivered items.

However, the Supplier shall never be liable for damage or injury caused to production of the Customer or others, to products packed in/labelled with the delivered items, or to objects the production of which includes these items, unless it can be documented that the Supplier has acted grossly negligently.

The Supplier shall never be liable for operating loss, loss of profit or any other indirect loss.

If, in case of business damage, the Supplier is held liable towards a third party over and above the limits laid down as to the Supplier's liability, the Customer shall indemnify the Supplier for any such liability as well as for the legal costs.

- 8.5. The Supplier shall not be liable for the Customer's failure to obtain permission for reproduction, duplication or publishing of words, images, drawings, patterns, illustrations, texts, trademarks, any other business logos and other product make-up, including design or other elements that may be subject to the rights of a third party. If the Supplier becomes liable towards a third party because the Customer failed to obtain permission to use a third party's rights, the Customer shall indemnify the Supplier for any such liability.
- 8.6. The Supplier shall not be liable for loss of or damage to property, such as originals, materials, etc., that do not belong to the Supplier, but have been handed over to the Supplier by the Customer for the purpose of solving a specific assignment or for storage, including storage of works carried out by the Supplier. However, the Supplier shall be liable if it can be substantiated that the loss or damage is the result of grossly negligent behaviour on the part of the Supplier or his employees. The Customer must arrange for insurance of the object against damage or total loss.

Supplementary conditions as regards reproduction work:
- 8.7. The Customer's quality inspection will take over the full responsibility when printing begins. In case of errors in print forms, including print plates, film, PDF files archived higher than vers. 1.3, files, etc., the Supplier cannot be held liable for consequential loss, but shall only be obliged to deliver new, corrected print forms.

9. Subcontractors

- 9.1. The Supplier shall be entitled to have work carried out, wholly or in part, by subcontractors.

10. Periodicals

- 10.1. If no other agreement has been made with the Customer for periodicals/ongoing contracts, the termination notice shall be three months.

11. The Danish Sale of Goods Act

- 11.1. Danish legislation, including the Danish Sale of Goods Act, shall apply to this agreement to the extent the legal position has not been laid down in the text of the agreement or in these Conditions of Sale and Terms of Delivery. Any dispute regarding the interpretation of the agreement or compliance with and enforcement of its terms and conditions may only be brought before a Danish court in accordance with the Danish rules on venue.