

## Salgs-, leverings- og betalingsbetingelser

Gældende fra 1. november 2022 (erstatte tidligere versioner)

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### 1. Gyldighed

Efterfølgende salgs-, leverings- og betalingsbetingelser er altid gældende medmindre andet skriftligt er aftalt mellem sælger og køber.

### 2. Tilbud

En ordre er først bindende for sælger, når skriftlig tilbud/ordrebekræftelse er modtaget af køber. Ved uoverensstemmelse mellem ordrebekræftelse og købers bestilling, skal køber straks reklamere. I modsat fald vil køber være bundet af tilbuddets/ordrebekræftelsens indhold.

Tilbud er gældende 10 dage fra tilbudsdato, og senest 12 uger før ønsket levering medmindre andet tydeligt er anført i tilbuddet. Ved accept senere end 12 uger før ønsket levering har sælger ret til at viderefakturere eventuelle prisændringer og hastegebyrer efter aftale med køber.

#### MESSESTANDE OG ELEMENTPRODUKTION:

Tilbud er gældende 10 dage fra tilbudsdato, og senest 6 uger før ønsket levering medmindre andet tydeligt er anført i tilbuddet. Ved accept senere end 6 uger før ønsket levering har sælger ret til at viderefakturere eventuelle prisændringer og hastegebyrer efter aftale med køber.

### 3. Pris

Alle priser er angivet i DKK eller EUR og priserne er ekskl. moms. Der tages forbehold for at ændre priser i tilbud/ordrebekræftelse/aftaler i tilfælde af ændringer i told, skat, afgifter samt evt. ændringer i valutakurser, råvarepriser m.m som sælger ikke er herre over.

Ved køb af ekstra elementer faktureres dette efter aftale og ekstra arbejdstid efter medgået tid til gældende timesats.

Der opkræves 2,5% af den samlede fakturasum til dækning af miljøafgifter.

### 4. Betaling

Medmindre andet fremgår af tilbud/ordrebekræftelse er følgende gældende.

#### MESSESTANDE:

40% af ordresum faktureres ved ordreafgivelse  
40% af ordresum faktureres ved produktionsopstart og sourcing  
20% af ordresum faktureres ved messestart  
Betaling 14 dage netto kontant.  
Evt. slutopgørelse faktureres 14 dage netto.

#### INDRETNINGER (RETAIL, SIS, DOMICIL, ART & DESIGN MV.):

25% af ordresum faktureres ved ordreafgivelse  
25% af ordresum faktureres ved produktionsopstart  
25% af ordresum faktureres ved opstart på lokation  
20% af ordresum faktureres ved overlevering  
5% af ordresum faktureres ved færdiggørelse af snagging  
Betaling 14 dage netto kontant.

Såfremt projektet udskydes iht. den godkendte tidsplan, af kunden eller dennes samarbejdspartnere, fastholdes delfakturerings jf. aftalte betalingsplan.

#### ELEMENTPRODUKTION:

Betaling 14 dage netto kontant.

Ved overtrædelse af aftalte betalingsbetingelser beregnes 3% rente pr. påbegyndt måned af forfaldent beløb. Køber er ikke berettiget til at modregne eventuelle modkrav mod sælger og har ikke ret til at tilbageholde nogen del af købesummen på grund af modfordringer af nogen art. Indbetalingerne dækker forlods tilskrevne renter.

### 5. Ejendomsforbehold

Sælger forbeholder sig ejendomsretten til det solgte, indtil hele købesummen og evt. renter og gebyrer er fuldt betalt.

### 6. Levering/risikoovergang

Levering sker ex works sælgers lager, uanset om sælger ved egne folk eller ved tredjemand i henhold til særskilt aftale med køber, bringer det solgte til køber.

Risikoen for det solgte overgår således til køber i overensstemmelse hermed, dvs. når det forlader sælgers lager uanset om transporten sker ved sælgers egne folk eller ved tredjemand.

Sælger påtager sig intet ansvar for direkte eller indirekte tab i forbindelse med eventuel overskridelse af leveringstiderne, og en overskridelse af leveringstiderne berettiger ikke køber til at udøve misligholdelsesbeføjelser, herunder at annullere ordren eller ophæve handlen. Sælger er kun ansvarlig for forsinkelse, der skyldes grov uagtsomhed fra sælgers side. Sælger skal ved forsinkelse, uden ugrundet ophold, meddele køber ændringer i leveringstiden.

Udgifter til told, spedition, af- og pålæsning, opbevaring af tomgods, tilslutning og forsyning af vand, luft og el, internetadgang, wirepunkter, ekstra åbningstid før og efter arrangement, udvidet montageid m.v. betales af køber. Såfremt sælger afholder udgiften, faktureres dette til køber efterfølgende.

### 7. Adgangsforhold

Køber forpligter sig til at sikre at adgangsforhold, gange, elevatorer m.v. er tilgængelige og at lokalerne ryddet, således at leverancen kan foretages uhindret. Er forholdene i en sådan grad at det medfører ekstra tidsforbrug, faktureres dette efter medgået tid til gældende timesats. Køber er ansvarlig for at oplyse sælger om særlige forhold som kan hindre leverancen.

### 8. Forsikring

Medmindre andet er aftalt er det købers ansvar at tegne de nødvendige forsikringer vedrørende købers egne produkter, produkter lejet af sælger samt enhver transport. Såfremt forsikring ikke tegnes gennem sælger skal dokumentation for behørig forsikring kunne præsenteres på anmodning senest 8 dage før

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levering. Sælger kan aldrig blive ansvarlig for evt. skader på købers materiel og produkter.

### 9. Immaterielle rettigheder

Tilbud, specifikationer, ideer, tegninger, kreative oplæg og lignende som er udleveret af sælger før eller efter aftalens indgåelse, forbliver sælgers ejendom, medmindre andet er skriftligt aftalt. Disse må ikke helt eller delvist videregives uden sælgers skriftelige accept eller i øvrigt misbruges.

I det omfang køber udleverer materialer, herunder reproduktionsmaterialer til brug for sælgers leverance, er køber selv ansvarlig for at brugen af disse materialer ikke krænker tredjemands rettigheder, herunder immaterielle rettigheder så som copyright. Sælger fraskriver sig således ethvert ansvar herfor.

### 10. Produktændringer

Sælger forbeholder sig ret til at forandre og forbedre produkter af produktionsmæssige hensyn. Alle ændringer skal aftales skriftligt mellem køber og sælger. Enhver produktændring, der medfører prisændring, skal aftales skriftligt.

### 11. Købers undersøgelsespligt

Køber skal straks ved modtagelsen gennemgå de leverede varer og ydelser, for at sikre sig at dette er mangelfri.

### 12. Reklamationer og mangler

Eventuelle reklamationer skal fremsættes senest 5 dage efter leveringsdatoen. Ved reklamationen skal der rettes skriftlig henvendelse til sælger med en beskrivelse af problemet og vedhæftet fotodokumentation. Såfremt reklamationen ikke finder sted indenfor den angivne frist, mister køber enhver ret til at påberåbe og udøve misligholdelsesbeføjelser i anledning heraf.

Reklamationer over mængdeforhold, der er konstateret ved levering, skal fremsættes overfor transportør og noteres på fragtbrevet.

Ved mangelbedømmelsen skal der tages hensyn til, at der er tale om specialproducerede produkter, og at sælger har et vist spillerum i den forbindelse, herunder ift. konstruktion og design.

Såfremt det leverede er behæftet med mangler, kan køber ikke ophæve handlen, uanset om manglen er væsentlig. Sælger kan i så fald, efter eget valg, foretage enten omlevering, afhjælpning eller vælge at kreditere købesummen mod tilbagelevering af de leverede varer.

For reklamationer, som skyldes underleverandørers produkter og arbejde, er sælger alene ansvarlig overfor køber i det omfang som underleverandøren er ansvarlig overfor sælger.

Sælger har intet ansvar for produkter, som er blevet forandret eller modificeret af køber. Sælger er endvidere uden ansvar for fejl, som skyldes købers forhold, herunder fejl i materialer udleveret af køber, købers manglende rettelse i oplæg/korrekturlæsning mv.

Sælger er uden ansvar for fejl og mangler af enhver art ved levering af prototyper, idet prototyper har karakter af prøve/test, hvilket køber er bekendt med.

### 13. Ansvarsbegrænsning

Et eventuelt erstatningskrav overfor sælger kan ikke overstige fakturabeløbet for det solgte. Sælger er i intet tilfælde ansvarlig for følgeskader, herunder driftstab, avancetab eller andet indirekte tab opstået som følge af forsinkelser eller mangler ved det solgte.

### 14. Force Majeure

Sælger er endvidere uden ansvar for manglende opfyldelse af sine forpligtelser i det omfang opfyldelse heraf er udelukket eller urimelig byrdefuld for sælger ved omstændigheder, som er uden for sælgers kontrol (force majeure). Som force majeure anses bl.a. arbejdskonflikt og enhver anden omstændighed, som parterne ikke er herre over, såsom brand, krig, mobilisering eller militærindkaldelser af tilsvarende omfang, rekvirering, beslaglæggelse, valutarestriktioner, oprør og uroligheder, mangel på transportmidler, almindelig vareknaphed, restriktioner af drivkraft, myndighedspåbud, sundhedskriser, pludselig sygdomsudbrud, epidemier, pandemier, påbud om karantæne/isolationer fra nationale myndigheder samt mangler ved eller forsinkelse af leverancer fra underleverandører, som skyldes nogen af de i dette punkt nævnte omstændigheder

Såfremt en eller flere af de forannævnte omstændigheder indtræder, er sælger efter eget valg berettiget til at udskyde leveringen af sine ydelser eller til ansvarsfrit at annullere aftalen med køber helt eller delvist.

### 15. Produktansvar

Sælger er alene ansvarlig for produktansvar i henhold til produktansvarsloven og fraskriver sig således ansvar på ethvert andet grundlag, herunder ethvert ulovbestemt produktansvar og produktansvar for erhvervstingskader.

Sælgers ansvar i henhold til produktansvarsloven er begrænset til sælgers forsikringsdækning. Sælger er i intet tilfælde ansvarlig for følgeskader, herunder driftstab, tabt arbejdsfortjeneste, avancetab eller andre indirekte tab.

### 16. Returnering

Sælger tager som udgangspunkt ikke varer retur. Undtagelse herfra kan kun ske ved forudgående skriftlig aftale og mod et gebyr på 15% fakturaværdien til dækning af håndteringsomkostninger. Fragtomkostninger afholdes af køber.

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### 17. Afbestilling

#### INDRETNINGER (RETAIL, SIS, DOMICIL, ART & DESIGN MV):

Afbestilles ordren tidligere end 2 måneder før aftalt levering skal køber betale alle sælgers afholdte omkostninger til leverancen, herunder også udgifter til underleverandører og bestillinger, som på afbestillingstidspunktet er bindende for sælger. Afbestilles ordren senere end 1 måned før aftalt levering skal køber betale 2/3 af prisen i henhold til ordrebekræftelsen dog minimum samtlige sælgers afholdte omkostninger, herunder også udgifter til underleverandører og bestillinger, som på afbestillingstidspunktet er bindende for sælger. Ved afbestilling senere end 3 uger før aftalt levering skal køber betale den fulde ordrepris.

#### MESSESTANDE OG ELEMENTPRODUKTION:

Afbestilles ordren tidligere end 1 måned før aftalt levering skal køber betale alle sælgers afholdte omkostninger til leverancen, herunder også udgifter til underleverandører og bestillinger, som på afbestillingstidspunktet er bindende for sælger. Afbestilles ordren senere end 1 måned før aftalt levering skal køber betale 2/3 af prisen i henhold til ordrebekræftelsen dog minimum samtlige sælgers afholdte omkostninger, herunder også udgifter til underleverandører og bestillinger, som på afbestillingstidspunktet er bindende for sælger. Ved afbestilling senere end 14 dage før aftalt levering skal køber betale den fulde ordrepris.

### 18. Transport af rettigheder og pligter

Sælger har ret til at overdrage rettigheder og pligter i henhold til aftalen med køber til tredjemand. Køber er ikke berettiget til at overdrage sine rettigheder og pligter i henhold til aftalen med sælger.

### 19. Lagerhotel

Kundematerialer opbevares på sælgers lager for købers regning og risiko. Brug af lagerhotellet afregnes efter sælgers gældende dagstakster. Kundematerialer, der har stået ubenyttet i 2 år, kan kræves afhentet med 14 dages varsel. I tilfælde af købers misholdelse, kan sælger også kræve materiale afhentet med 14 dages varsel.

Såfremt køber ikke afhenter materialet rettidigt, kan sælger frit disponere over materialet, og køber har ingen ret til at kræve erstatning i den anledning. Sælger forbeholder sig tilbageholdelsesret og modregningsret i opbevaret materiale.

Kundemateriel, som opbevares på sælgers lagerhotel, er ikke forsikret og køber opfordres til at tegne egen forsikring for de elementer, der opbevares på sælgers lagerhotel.

### 20. Værneting

I tilfælde af uoverensstemmelser mellem køber og sælger skal tvisten afgøres efter dansk ret ved sælgers værneting (Retten i Aarhus) i henhold til Retsplejelovens regler.

## General Terms of Sale, Delivery and Payment

Applicable from 1 November 2022 (to replace all former versions)

### 1. Validity

Unless otherwise agreed in writing between the Seller and the Buyer, the following Sales, Delivery and Payment Terms shall apply at all times.

### 2. Offers

An order shall first be binding for the Seller once a written offer/order confirmation is received by the Buyer. In case of a discrepancy between an offer/order confirmation and a Buyer's order, the Buyer shall notify about such a discrepancy at once. If not, the Buyer shall be bound by the content of the offer/order confirmation.

Unless otherwise clearly specified in the individual offer, offers shall apply for a period of 10 days from the offer date, however, for not more than 12 weeks prior to the desired date of delivery. If an offer is accepted within more than 12 weeks prior to the desired date of delivery, the Seller is entitled to re-invoice the Buyer for price changes, if any, and rush job fees, as agreed with the Buyer.

#### EXHIBITION STANDS AND ELEMENT PRODUCTION:

Unless otherwise clearly specified in the individual offer, offers shall apply for a period of 10 days from the offer date, however, for not more than 6 weeks prior to the desired date of delivery. If an offer is accepted within more than 6 weeks prior to the desired date of delivery, the Seller is entitled to re-invoice the Buyer for price changes, if any, and rush job fees, as agreed with the Buyer.

### 3. Price

All prices are specified in DKK or EUR and are exclusive of VAT. The Seller hereby makes reservations for changing prices in offers/order confirmations/agreements in case of changes in customs duties, taxes, charges and changes, if any, in foreign exchange rates, raw material prices, etc. that are beyond the control of the Seller.

Where additional elements are purchased, these shall be invoiced, as agreed, while extra working hours shall be invoiced by time spent at the applicable rate per hour.

2,5 % of the total invoice amount shall be charged to cover environmental taxes.

### 4. Payment

Unless otherwise specified in the offer/order confirmation, the following applies:

#### EXHIBITION STANDS:

40% of the order amount is invoiced on order placement

40% of the order amount is invoiced when starting production & sourcing

20% of the order amount is invoiced at the beginning of the trade fair

Payment 14 days net in cash.

Eventual final settlement will be invoiced 14 days net in cash.

#### INTERIOR DECOR

(RETAIL, SIS, CORPORATE OFFICE, ART & DESIGN ETC.):

25% of the order amount is invoiced on order placement

25% of the order amount is invoiced when starting production & sourcing

25% of the order amount is invoiced on delivery of materials and

start-up on-site

20% of order amount is invoiced at project handover

5% of the order amount is invoiced after finalizing snagging

Payment 14 days net in cash.

If the project is postponed according to the approved time schedule, by the customer or their partner(s), the partial invoicing is maintained as per the agreed payment schedule.

#### ELEMENT PRODUCTION:

Payment 14 days net in cash.

In case of a breach of the agreed payment terms, interest shall be due at the rate of 3% per month or part of a month for the amount that is overdue. The Buyer is not entitled to set off counterclaims, if any, against the Seller or withhold any part of the purchase price of the product for counterclaims of any kind. Payments shall cover interest credited in advance.

### 5. Retention of Ownership

The Seller reserves the title to the sold product until the purchase price, including interest and any expenses in connection therewith, has been paid in full.

### 6. Delivery/Transfer of Risk

Whether or not the Seller, using own personnel or third parties, subject to a separate agreement with the Buyer, delivers the sold products to the Buyer, all deliveries shall be considered to be made ex works the Seller's warehouse.

The risk for the sold products shall therefore pass on to the Buyer in accordance with this, i.e. when it leaves the Seller's warehouse, whether such products are transported by the Seller's personnel, the Buyer's personnel or by third parties.

The Seller may not be held liable for any direct or indirect losses in connection with delivery time overruns, and such a delivery time overrun shall not entitle the Buyer to exercise default rights, including canceling an order or repeal a transaction. The Seller shall only be liable for delays that are owing to the Seller's gross negligence. In case of delays, the Seller shall notify the Buyer, without undue delay, of any changes to the delivery times.

All expenses for customs duties, forwarding, loading and unloading, storage of returned empties, connection of and supply with water, air and power, Internet access, wire points, extra opening hours before and after arrangements, extended assembly time, etc. shall be covered by the Buyer. Where such an expense is incurred by the Seller, it shall subsequently be invoiced to the Buyer.

### 7. Access Points

The Buyer undertakes to ensure that access points, corridors, lifts, etc. are all accessible and that premises are cleared so that there are no impediments to making the delivery. If on-site conditions are such as to cause more time to be spent, such additional time shall be invoiced based on time spent at the applicable hourly rate. The Buyer is responsible for informing the Seller about any special circumstances that can obstruct the delivery.

## General Terms of Sale, Delivery and Payment

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### 8. Insurance

Unless otherwise agreed, it is the Buyer's responsibility to sign the necessary insurance policies for the Buyer's own products, products leased by the Seller as well as for any transportation. Where insurance is not taken out by the Seller, documentation for such appropriate insurance shall be presented on request 8 days prior to delivery. The Seller may never be held liable for damage, if any, to equipment and products that belong to the Buyer.

### 9. Intellectual Property Rights

Unless otherwise agreed in writing, offers, specifications, ideas, drawings and creative proposals provided by the Seller prior to or after the conclusion of the Agreement shall remain the Seller's property. The Buyer may not disclose or otherwise misuse these, in whole or in part, without the Seller's written consent.

To the extent materials, including reproduction materials, are provided by the Buyer for use for the Seller's delivery, the Buyer himself shall be responsible for ensuring that the use of such materials does not infringe on third-party rights, including on intellectual property rights such as copyrights. The Seller therefore disclaims any liability for these.

### 10. Product Modifications

The Seller reserves the right to modify and improve products out of considerations for production. All modifications shall be agreed between the Buyer and the Seller in writing. All product modifications that occasion price changes shall be agreed in writing.

### 11. Caveat Emptor

The Buyer shall immediately, on receipt, inspect the delivered goods and services to ensure that they are free of any defects.

### 12. Complaints and Defects

Complaints, if any, shall be put forth within 5 days of the delivery date. A complaint shall be accompanied by a written notice to the Seller that comprises a description of the problem and has photographic documentation enclosed. Where the complaint is not made within the specified deadline, the Buyer shall lose any right to claim or exercise remedies for breach of contract in connection therewith.

Complaints regarding deviations in quantity established in connection with delivery shall be presented to the carrier and noted down on the consignment note.

When assessing a defect, it must be taken into consideration that the products are specially produced fixtures/elements and that the Seller has a certain amount of freedom to act in this regard, including in relation to construction and design.

If the delivered products are defective, the Buyer cannot cancel the transaction, regardless of whether the defect is significant. The Seller is entitled to choose how to remedy such defects, including if this is to happen using repairs, re-delivery or to credit the purchasing price against return of the delivered product.

As regards repairs that are owing to subcontractor's products and work, the Seller shall only be liable to the Buyer to the extent the subcontractor is liable to the Seller.

The Seller may not be held liable for any products that have been altered or modified by the Buyer. Moreover, the Seller may not be held liable for any defects that are owing to conditions affecting the Buyer, including for defects in materials delivered by the Buyer or for the Buyer's failure to correct proposals/provide proofreading, etc. Regardless of the above, the Seller disclaims any liability for defects of any kind in the delivery of prototypes, as prototypes are in the nature of the sample/test, which the Buyer is aware of.

### 13. Limitation of Liability

Claims for compensation, if any, against the Seller may not exceed the invoice amount for the sold product. Under no circumstances is the Seller liable for consequential damages, including operating losses, loss of profit or other indirect losses as a result of delays and defects in connection with the sold product.

### 14. Force Majeure

Furthermore, the Seller shall not be liable for non-fulfillment of its obligations to the extent that fulfillment thereof is excluded or unreasonably burdensome for the Seller in circumstances that are beyond the Seller's control (force majeure). As force majeure is considered i.a. labor disputes and any other circumstances beyond the control of the parties, such as fire, war, mobilization or military recruits of a similar nature, requisition, seizure, currency restrictions, riots and unrest, lack of means of transport, general shortages, restrictions on power, government orders, health crises, sudden outbreaks of disease, epidemics, pandemics, quarantine / isolation orders from national authorities, as well as shortcomings or delays in deliveries by subcontractors due to any of the circumstances mentioned in this paragraph.

In the event of one or more of the aforementioned circumstances occurring, the Seller is at his own choice entitled to postpone the delivery of his services or to irresponsibly cancel the agreement with the Buyer in whole or in part.

### 15. Product Liability

The Seller shall only be liable for products in accordance with the Danish Products Liability Act and therefore disclaims liability on any other basis, including any non-statutory product liability as well as product liability for commercial damage.

The Seller's liability in accordance with the Danish Products Liability Act is limited to the Seller's insurance coverage. Under no circumstances may the Seller be liable for consequential damages, including any operating losses, loss of profit or other indirect losses.

### 16. Returns

As a rule, the Seller does not accept returns of goods. Exceptions to this rule may be granted by prior written agreement and against a charge of 15% of the invoice value, which is intended to cover handling costs. Freight expenses are paid by the Buyer.

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### 17. Cancellation

INTERIOR DECOR

(RETAIL, SIS, CORPORATE OFFICE, ART & DESIGN ETC.):

Where an order is cancelled within less than 2 month prior to the agreed date of delivery, the Buyer shall cover all expenses incurred by the Seller for such a delivery, including also for expenses for subcontractors and orders that are binding for the Seller at the time of cancellation. Where the order is cancelled more than 1 month before the agreed delivery, the Buyer shall pay 2/3s of the price in accordance with the order confirmation, however, all expenses incurred by the Seller, including also expenses for subcontractors and orders that were binding for the Seller at the time of cancellation. In case of a cancellation within less than 3 weeks prior to the agreed date of delivery, the Buyer shall pay the full order price.

EXHIBITION STANDS AND ELEMENT PRODUCTION:

Where an order is cancelled within less than 1 month prior to the agreed date of delivery, the Buyer shall cover all expenses incurred by the Seller for such a delivery, including also for expenses for subcontractors and orders that are binding for the Seller at the time of cancellation. Where the order is cancelled more than 1 month before the agreed delivery, the Buyer shall pay 2/3s of the price in accordance with the order confirmation, however, all expenses incurred by the Seller, including also expenses for subcontractors and orders that were binding for the Seller at the time of cancellation. In case of a cancellation within less than 3 weeks prior to the agreed date of delivery, the Buyer shall pay the full order price.

### 18. Assignment of Rights and Obligations

The Seller is entitled to assign its rights and obligations pursuant to the Agreement with the Buyer to third parties. The Buyer is not entitled to assign its rights and obligations pursuant to the Agreement with the Seller.

### 19. Self-Storage Facilities

Buyer materials are stored at the Seller's warehouse at the Buyer's expense and risk. Use of the self-storage facilities is billed in accordance with the Seller's applicable daily rates. Buyer materials which have remained unused for 2 years may be claimed for pick-up with 14 days' notice. The Seller may also demand that the materials be picked up with 14 days' notice in case of a breach by the Buyer.

Where the customer fails to pick up the materials, the Seller may freely dispose of them, and the Buyer is not entitled to claim compensation for them. The Seller reserves lien and a set-off right to the stored materials.

Buyer equipment stored at the Seller's warehouse hotel is not insured and the Buyer is encouraged to take out his own insurance for the items stored at the Seller's warehouse hotel.

### 20. Venue

In case of any disagreements between the Buyer and the Seller, the dispute shall be resolved at the Seller's local court (in this case, the Court in Aarhus) in accordance with the provisions of the Danish Administration of Justice Act.