

# GENERAL TERMS OF SALE AND DELIVERY

The following general terms of sale and delivery ("Terms") shall apply to any product and/or service delivered by Art/Design A/S ("Art Design") to any purchaser ("Purchaser").

The Terms shall be mutually binding upon Art Design and the Purchaser unless otherwise expressly agreed.

Art Design shall not be bound by deviating terms set forth by the Purchaser, unless such terms are agreed in writing between the parties. Art Design shall not be bound by terms set forth by the Purchaser even if Art Design has not objected to such terms.

## 1. BASIS OF THE CONTRACT

1.1. The Terms together with any prior offer and/or subsequent order confirmation and any approved drawings and samples/prototypes, form the overall agreement regarding Art Design's sale and delivery of products and/or services to the Purchaser.

## 2. OFFER

2.1. Offers made by Art Design are valid for 8 (eight) days from the date of the offer unless otherwise expressly stated in the offer.

## 3. ORDER CONFIRMATION, CANCELLATION, AND CHANGES

3.1. An offer shall not be binding on Art Design until the Purchaser has received a written order confirmation from Art Design or until Art Design has received a consistent written acceptance from the Purchaser of the offer made by Art Design.

3.2. Any cancellation or change of an order after the receipt of the order confirmation can only take place upon prior written agreement and against the Purchaser's payment of already completed work and costs incurred by Art Design.

3.3. In case the Purchaser has any objections to the order confirmation, objections shall be made in writing to Art Design no later than 1 (one) week after the receipt of the order confirmation, but no later than the date of delivery. Otherwise, the order confirmation shall be binding on the Purchaser.

## 4. TECHNICAL INFORMATION, PRODUCT INFORMATION ETC.

4.1. Any product information, including information on weight, dimension, or other technical data in the product descriptions, advertisements, brochures, website etc. are considered to be exploratory and shall be binding on Art Design only as far as Art Design expressly and in writing refers hereto in an offer and/or in an order confirmation.

4.2. Specific demands from the Purchaser shall be binding on Art Design only to the extent that Art Design has made a written confirmation.

## 5. PRICES

5.1. Art Design's prices are exclusive packaging, VAT and any other taxes.

5.2. Art Design shall have the right to alter prices without prior notice until and on the date of delivery in the event of price increases from suppliers, price increases in materials, changes in exchange rates, government regulations, or similar conditions.

## 6. PAYMENT TERMS

6.1. Payment shall be made in accordance with the invoice, unless otherwise agreed in writing. If the Purchaser fails to pay on the due date at the latest, Art Design shall charge interest from the due date in accordance with the Danish Act on Interest. Art Design shall have the right to claim any reimbursement of expenses involved in the collection of the payment.

6.2. Any cash discount will be calculated on the invoice amount excl. VAT, packaging and freight, unless otherwise agreed.

6.5. The ownership to the goods sold remains with Art Design until the purchase price has been paid in full.

## 7. PASSING OF THE RISK AND TIME OF DELIVERY

7.1. The products and/or services sold shall be delivered in accordance with the Purchaser's instructions and at the Purchaser's own risk. Delivery will be made ex fabric, unless otherwise agreed in writing.

7.2. Art Design aims to deliver at the announced delivery time with due regard to the delivery times of Art Design's sub-suppliers.

7.3. To the extent that a delivery time has been agreed, this shall be considered met when Art Design has dispatched the goods before the expiration of the delivery time or if the goods have been made available to the Purchaser.

7.4. Stockholding of finished supplies beyond the agreed delivery date shall be at the Purchaser's own risk and on the Purchaser's own account. Art Design is entitled to claim any reimbursement for expenses involved in the stockholding, including warehouse rent and coverage of breakage risk and fire risk. Materials that have been taken down will be discarded and destroyed after three months unless otherwise previously agreed in writing.

## **8. DELAY**

8.1. If the parties have agreed on a specific delivery time, and if Art Design does not deliver on time, the Purchaser shall have the right to demand delivery and to set forth a final, reasonable deadline in writing.

8.2. In the event that Art Design is not able to deliver in accordance with section 8.1., the Purchaser shall have the right to cancel the purchase if the delay is significant. The Purchaser is not entitled to claim compensation from Art Design.

8.3. Art Design is not liable for consequential damages in any case, including loss of profit and claims arising from downstream, due to the delay.

8.4. Art Design's liability for any loss or damage due to the delay is limited to 25 % of the amount paid by the Purchaser for the products or services on which the claim is based.

8.5. In the event that the Purchaser wants to claim remedy for breach of contract, the Purchaser shall notify Art Design without undue delay, cf. section 12.

## **9. FORCE MAJEURE**

9.1. Art Design has the right to cancel orders or to make changes to the agreed delivery time etc. and shall not be liable for any missing, incomplete or delayed delivery, in whole or in part, if caused by circumstances beyond Art Design's reasonable sphere of control, such as war and mobilization, riots and civil unrest, acts of terrorism, natural disasters, strikes and lockouts, shortages, defects or delay in deliveries from sub-suppliers, fire, lack of transportation options, currency restrictions, import- and export restrictions, death, illness or the resignation of key staff, IT-viruses or other similar circumstances.

9.2. In the event of one or more of the circumstances stated in section 9.1., all of the remedies which the Purchaser is entitled to use shall be suspended or cancelled and the Purchaser shall not have the right to claim compensation or make other claims against Art Design.

## **10. GUARANTEE**

10.1. Art Design provides guarantee in accordance with the Danish Act on Sale of Goods and with the exceptions stated in the Terms.

10.2. The guarantee period commences when Art Design has received full payment for the delivery.

## **11. COMPLAINTS, DEFECTS, PRODUCT LIABILITY AND LIMITATION IN LIABILITY**

11.1. The Purchaser shall be obligated to inspect the goods upon receipt. If the Purchaser ascertains, or ought to ascertain that the delivered goods suffer from defects, the Purchaser shall submit a complaint in writing immediately and no later than 8 (eight) days from receipt.

11.2. Defects shall not be deemed to exist if the Purchaser has used the good delivered improperly, including any disregard of guidelines provided by Art Design or Art Design's sub-suppliers, or in case the Purchaser or a third party has made arrangements for changes to be made to the delivered goods, or interference, without Art Design's prior consent.

11.3. Defects arising from Art Design's sub-suppliers are of no concern to Art Design.

11.4. In case of reasonable complaints within the deadline, Art Design shall have the right, at its own discretion and within reasonable period of time, to arrange for a replacement delivery or remedial action. If Art Design effects replacement delivery or remedial action in due time, the Purchaser shall not be entitled to terminate the agreement or to claim compensation as a result of the defect.

11.5. If replacement delivery or remedial action is not effected in due time, the Purchaser may solely terminate the agreement or claim a proportional reduction in price for the product concerned.

11.6. Art Design is not liable for any consequential or indirect losses, arising from or in relation to an agreement, which is regulated by the Terms, including but not limited to loss of profit or claims arising from downstream.

11.7. Art Design is liable for product damage in accordance with the Danish Act on Product Liability. The liability cannot include conditions mentioned in section 11.6. or property damage, including damage for products produced by the Purchaser and in which Art Design's is included or products containing such of the Purchaser's products are used.

11.8. Art Design's liability is in all cases limited to matters, which are derived from gross negligence.

## **12. COMPLAINTS AND RETURNS**

12.1. Claims regarding defects, product liability, consequential losses, delay or the like, shall be made in writing to Art Design without undue delay upon delivery.

12.2. Until a decision is made regarding the complaint, the Purchaser may not dispose of the delivery subject to the complaint.

12.3. In case of overdue complaint, the Purchaser will forfeit the right to any remedial action.

12.4. The Purchaser is not entitled to withhold the product delivered due to the complaint or to set off in claims against Art Design.

12.5. The material/products delivered cannot be returned as the material/products are made individually on the Purchaser's request.

## **13. INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION**

13.1. Any intellectual property right of the products/services sold, including the design, production and construction of the products/services delivered by Art Design belongs to Art Design. This applies irrespective of whether the product/service was developed for or to the Purchaser and/or is based on the Purchaser's special specifications unless otherwise agreed in written. Thus, the Purchaser shall only have a general right to use the product/service purchased. Neither the Purchaser nor any other person/company is entitled to use, pass, reproduce or make changes to such products/services, without the prior written consent of Art Design.

13.2. Any information that is not publicly available, including drawings and technical requirements, made available for the Purchaser must remain the property of Art Design and shall be treated as such by the Purchaser. Confidential information should not be used for purposes other than originally thought, and must be returned to Art Design on demand.

## **14. REGULATORY APPROVAL**

14.1. Any application, obtaining permits from authorities etc. is the responsibility of the Purchaser unless otherwise agreed.

14.2. Art Design shall have the right to demand reimbursement of all costs related to actions mentioned in section 14.1. if the Purchaser wants Art Design to obtain the necessary permits etc.

## **15. CHANGES**

15.1. Art Design shall have the right to make changes in its products without notice as far as this can be done without significant deviations from the agreed specifications.

## **16. APPLICABLE LAW AND JURISDICTION**

16.1. Any dispute between Art Design and the Purchaser arising out of an agreement regulated by the Terms, shall be settled according to Danish Law. Any dispute which cannot be settled amicably, shall be brought before the court by Art Design's venue.