

The following terms of sale and delivery shall apply, unless specifically derogated from by explicit agreement between Customer and Dreyer Kliche.

1 OFFER AND AGREEMENT

1. 1. The offer shall be binding on Dreyer Kliche for 14 days as from the date of the offer.
1. 2. The agreement is concluded when the Customer's acceptance has been received by Dreyer Kliche.
1. 3. Where the Customer does not provide explicit acceptance, the agreement is concluded when Dreyer Kliche has issued an order confirmation for a received order.
1. 4. The offer is conditional on:
 - Material and processes can be machine finished as presumed in the offer.
 - The Customer does not demand that the work be performed in part deliveries instead of one single delivery as specified in the offer.
 - The material submitted by the Customer corresponds to Dreyer Kliche's submitted offer.

2 PRICE

2. 1. All prices are exclusive of VAT and delivery.
2. 2. Where increases in wages, cost of materials, duties or other costs occur during the time until the completion of the delivery, Dreyer Kliche shall be entitled to adjust the price with such documented increases.
2. 3. Prices in foreign currency shall be based on the equivalent in Danish kroner that applies on the date of the offer or order confirmation. Dreyer Kliche reserves the right to change the price accordingly in case of currency fluctuations.
2. 4. In addition to the price offered or agreed upon, Dreyer Kliche shall be entitled to claim payment for:
 - Extra work caused by the fact that the basic material given to Dreyer Kliche by the Customer turns out to be incomplete, unsuitable or defective.
 - Extra work caused by the fact that the Customer requests corrections or changes to the material supplied after the work has begun.
 - Extra work caused by the fact that the Customer makes more corrections than agreed upon in the offer.
 - Overtime and other arrangements which are agreed upon with the Customer after the conclusion of the agreement.
 - Storage, handing over, handling and shipping of the Customer's digital or analogue material and tools after delivery has taken place.
 - Extra work where the agreement cannot be implemented in a continuous production due to circumstances on the part of the Customer.
2. 5. If the Customer has requested Dreyer Kliche to prepare sketches, layouts, artwork, text suggestions, proof print, cromalin etc., Dreyer Kliche shall be entitled to receive payment for this work.

3 DELIVERY

3. 1. Delivery shall take place at the time agreed with the Customer, subject to delays or obstacles due to:
 - The Customer's act or omission.
 - Circumstances referred to in [8. 1.].
3. 2. Such delays shall entitle Dreyer Kliche to extend the time of delivery or to terminate the agreement.
3. 3. If an event as the above has the effect that fulfilment of Dreyer Kliche's obligations to deliver become more expensive, Dreyer Kliche shall fulfil the terms of delivery if the customer declares to be prepared to pay the additional price calculated by Dreyer Kliche.
3. 4. If there is no agreed time of delivery, Dreyer Kliche shall decide the time of delivery and unless otherwise agreed, delivery is ex works.

4 PAYMENT

4. 1. Payment is made either on the date indicated in the quotation, order confirmation or invoice as the final timely date of payment – otherwise cash on delivery.
4. 2. In case of late payment the Customer must pay 1.5% per invoice month in interest on overdue payments and the Customer must also pay DKK 150.- per written payment reminder.

5 OWNERSHIP AND COPYRIGHT

5. 1. The copyright to the preliminary work and concepts, creative drafts, original material, etc. developed by Dreyer Kliche belongs to Dreyer Kliche and must not be passed on to a third party without the consent of Dreyer Kliche.
5. 2. Preliminary work, intermediate products, materials, tools etc. provided by Dreyer Kliche or which Dreyer Kliche has arranged

to be provided for the purposes of the delivery, shall be the property of Dreyer Kliche. This shall apply irrespective of whether the material etc. provided has been invoiced separately.

6 DELAY

6. 1. If a delay occurs, the Customer shall only be entitled to terminate the agreement if the importance of delivery at an exact time was specified at the conclusion of the agreement.

7 FAULTS AND DEFICIENCIES

7. 1. Dreyer Kliche shall not be responsible for faults that the customer failed to correct in writing when proofreading, including print, digital information, proofs and the like.
7. 2. The Customer shall not be entitled to price reductions or to refuse to accept the ordered product in case of minor deviations from an approved sample or the agreed specification
7. 3. The Customer must promptly and within 24 hours of receipt complain in writing about a faulty delivery. If the Customer fails to make a complaint, the right to give notice of non-conformity shall be waived. Dreyer Kliche shall be entitled to remedy a deficiency, where this can be done within a reasonable time.

8 LIABILITY

8. 1. In case of a delay, and in case of defects in the delivered products, Dreyer Kliche assumes no liability if the delay or deficiency is due to:
 - Failure in or damage to production equipment that is proven to have caused the delay or damage to the production.
 - In the event of labour disputes of any kind.
 - Furthermore, any circumstances beyond the control of Dreyer Kliche, such as fire, water damage, natural disasters, war, mobilization or unforeseen military drafting of corresponding extent, requisition, seizure, insurrection, civil commotion, currency restrictions, lack of transport, general scarcity of goods, restrictions on power, export and import bans or any other similar force majeure situation.
8. 2. Delay or insufficient delivery is covered by the exemption from liability referred to in 8. 1., where the cause of delay or failure to perform is one of the circumstances referred to in 8. 1 or the closing down of the business.
8. 3. Dreyer Kliche shall under no circumstances be liable for the Customer's consequential loss, loss of profits, or other indirect losses, including losses resulting from the Customer's legal relation with third parties, however, cf. 8. 4. Dreyer Kliche shall under no circumstances be liable for damage caused to the Customer's or any third parties' production, to products that are packaged in / labelled with the delivered products or items for the production of which these products are included.
8. 4. Dreyer Kliche shall be liable if a delivered product causes personal injury or damage to property, if the object according to its nature is usually intended for non-commercial use and is primarily used by the injured person as such.
8. 5. Dreyer Kliche shall not be liable for the Customer's lack of title to reproduction, duplication or publishing of documents, pictures, drawings, designs, illustrations, texts, trademarks, other distinctive business identifiers and other trade dress, including design, or anything that may be subject to third party rights.
8. 6. Dreyer Kliche shall not be liable for any loss or damage to property, such as originals, materials and the like that do not belong to Dreyer Kliche, but which have been left in its possession by the Customer for the purposes of solving an agreed task or for storage, including storage of work made by Dreyer Kliche.
Dreyer Kliche shall, however, be liable if it is proved that the loss or damage is caused by gross negligence by Dreyer Kliche or its employees. The Customer must arrange for insurance of the object against damage and destruction.

9 SUBCONTRACTORS

9. 1. Dreyer Kliche shall be entitled to having the work performed in full or in part by subcontractors

10 SALE OF GOODS ACT

10. 1. Danish legislation, including the Sale of Goods Act, shall apply to this agreement to the extent that the legal position is not defined in the terms of the agreement or in these terms of sale and delivery. Any dispute concerning the construction of the agreement or the performance and enforcement of the terms can only be brought before Danish courts in accordance with Danish jurisdiction rules.