

General Business Terms and Conditions

The rights and obligations of the supplier and the customer are subject to these terms and conditions, unless otherwise stated, shall be governed by relevant provisions of the Act. of the Civil Code and related regulations and the Commercial Code and related regulations of the country in which relevant Skandinavisk Display & POS is registered.

1. Rights and obligations of the Contracting parties:

- 1.1. The supplier is obliged to manufacture products (event. provide services) according to the Customer's specification in order prepared by the customer and/or the offer prepared by the supplier (hereinafter both referred to as the "Offer") and sent to the customer. The customer is obliged to accept and overtake the goods on agreed place and pay to the supplier in the Offer agreed price.
- 1.2. The offer is valid for 30 days from the date the offer has been created.
- 1.3. The customer is obliged to provide the supplier with all assistance necessary for the proper and timely manufacturing of ordered products. In particular to deliver to the supplier all documents and information such as printing data and colors specification.
- 1.4. The customer understands and accepts that due to technological limitations the final product can differ in size by up to 2% from the Offer.
- 1.5. The communication relating to an order/offer and related information and data can be done I person, per phone or per e-mail. Should the customer cancel the Offer after it was confirmed the Customer shall pay all costs which the supplier incurred in relation to preparation and/or manufacturing of the product(s) related to the Offer.

2. Price

- 2.1. The customer agrees to pay for the products to the price agreed in the Offer (hereinafter as the "Price"). Unless otherwise stated in the Offer, the price is excluding VAT and the VAT will be added to the Price in accordance with applicable laws and regulations.
- 2.2. If in the period leading up to the delivery, increases in wages, material prices, government charges or other costs have occurred, the supplier is entitled to adjust the price with such documented increases and inform the customer thereof.
- 2.3. Prices in foreign currency are based on the exchange rate applicable at the date of the offer or order confirmation.
- 2.4. In addition to the offered or agreed price, the supplier is entitled to claim payment for:
 - Extra work as a result of the basic material supplied by the customer proves to be incomplete, unsuitable or defective.
 - Extra work as a result of the customer requesting corrections or changes in the material delivered after the work has started.
 - Extra work as a result of the customer making more corrections than agreed in the offer.
 - Overtime and other measures agreed with the customer after the conclusion of the agreement.
 - Storage, delivery, handling and shipping of the customer's digital or analog material and tools after delivery has taken place.
 - Extra work due to the fact that the agreement cannot be carried out in continuous production due to the order of the customer.

3. Delivery

- 3.1. Delivery takes place at the time agreed with the customer, however, subject to any delays or obstacles caused by:
 - the customer's act or omission.
 - The circumstances mentioned in (8.1).
- 3.2. In case of these delays, the supplier is entitled to an extension of the delivery time or to cancel the agreement.
- 3.3. If an event such as the above causes the fulfillment of the supplier's delivery obligations to be more expensive, the supplier is obliged to fulfill the delivery obligations if the customer declares to pay the additional price calculated by the supplier.
- 3.4. If no delivery date has been agreed upon, the supplier determines the delivery time.

- 3.5. Delivery is EXW unless the supplier has undertaken to deliver the goods to the customer. If this is the case, the shipment will be at the customer's expense and risk, and delivery will be deemed to have taken place when the goods have been handed over to an independent carrier.

4. Payment

- 4.1. Standard payment terms are 14 days from the date the invoice is created.
- 4.2. In case of delay of the payment of the Price according to agreed terms, the supplier is entitled to demand late payment interest of 1.5% of outstanding amount per month.
- 4.3. At the request of the supplier, the customer is always obliged to provide a bank guarantee as security for payment. If the request is made after the conclusion of the agreement, the supplier is obliged to relieve the customer of any costs associated with this.

5. Other provisions

- 5.1. The customer agrees that the supplier will register and keep in its database information about his person/company about the Offer. The supplier is obliged to use this information in accordance with the Personal Data Protection act (GDPR) valid in country of the supplier registration. Any data provided to the supplier by the Customer in connection with the Offer are not publicly available, will be kept confidential and will not be provided to third parties or otherwise disclosed except as required in connection with the production and delivery of the products related to the offer.

6. Delay

- 6.1. If a delay occurs, the customer, with the reservation under section 3.1., is only entitled to cancel the agreement if, at the time of the conclusion of the agreement, the customer has clarified the importance of delivery at the exact time.

7. Claims

- 7.1. The supplier shall not be liable for errors which the Customer has not corrected in writing, including printing, digital information, proofs and the like.
- 7.2. The customer is not entitled to a price reduction or to refuse to accept the order in the event of minor deviations from the approved test or agreed specification.
- 7.3. The Supplier is entitled to more or less delivery of up to 10% of agreed storage.
- 7.4. The customer is responsible for immediately complaining about a defective delivery. If no complaint is made or if the customer complains too late, the customer loses the opportunity to make up for the defect. The supplier is entitled to remedy a defect if this can be done within a reasonable time.
- 7.5. The Supplier shall not be liable for any errors or defects attributable to the customer providing paper or other items for the delivery.
- 7.6. The supplier is not responsible for the misplacement of tape or embedded elements, if the customer has not given the supplier in writing accurate instructions on their location.
- 7.7. Unless specifically agreed between the parties, the purchased item must not be shipped to the United States, Canada and other overseas countries without separate product liability insurance applicable to these areas. The insurance is payable by the customer. The supplier cannot be held liable for claims that could be covered by such insurance.
- 7.8. Minor deviations in quality, color etc. as well as small sorting and counting errors are permissible.

8. Liability

- 8.1. In case of a delay and in case of a defect in the delivery, the supplier has no responsibility where the delay or defect is due to:
 - Failure or damage to production equipment that has proven to cause delays or damage to production.
 - In the case of labor disputes of any kind.

- Incidentally, any circumstance which the supplier is not the master of, such as fire, water damage, natural disasters, war, mobilization or unforeseen military calls of similar magnitude, requisition, seizure, riot, disturbance, currency restrictions, lack of means of transport, general scarcity of goods, restrictions on power, export and import bans and other similar majeure situation.

- 8.2. The supplier shall not be liable for the ordering loss, loss of profit or indirect loss of the ordering party, including loss due to the ordering legal relationship with third parties.
- 8.3. The supplier is liable in case of a delivered product causes personal injury or damage to items if the item in question is usually intended for non-commercial use and has been used mainly by the injured party. The supplier is only liable for business item damage if it is documented that the damage is due to the fact that he or his people have made mistakes that should not have been averted by the customer's control of the products delivered. The supplier is only liable for business item damage if it is documented that the damage is due to the fact that he or his people have made mistakes that should not have been averted by the customer's control of the products delivered. However, the supplier shall never be liable for any damage caused to the order of the ordering or other persons, to products packaged in / labeled with the delivered products or to items in the manufacture of which these products are included, unless it is documented that the supplier has acted with gross negligence. The supplier is never liable for operating losses, profit losses and other indirect losses. In the event that the supplier is liable for a third party liability for a business item damage that goes beyond the stipulated limits of the supplier's liability, the customer is obliged to indemnify the supplier for this as well as legal costs.
- 8.4. The supplier shall not be liable for the customer's failure to authorize reproduction, reproduction or publication of writing, images, drawings, patterns, illustrations, texts, trademarks, other business characteristics and other merchandise, including design or any other that may be subject to the rights of third parties. If the supplier incurs liability to a third party on account of the customer's failure to exercise his or her additional rights, the Customer shall indemnify the supplier for such liability.
- 8.5. The Supplier has no responsibility for loss or damage to property, such as originals, materials and the like, which are not the supplier's, but which are left by the customer for the purpose of solving an agreed task or for storage, including the storage of works performed by the supplier. However, the supplier shall be liable if it is established that the loss or damage is due to gross negligent conduct by the supplier or his people. The orderer must insure the item against damage and damage.
9. **Subcontractors**
- 9.1. The Supplier is entitled to have all or part of the work done by subcontractors.
10. **Law**
- 10.1. Danish law, including the Purchase Act, applies to this agreement to the extent that the legal status is not defined in the text of the agreement or in these terms of sale and delivery. And possibly disputes concerning the interpretation of the agreement or the fulfillment and enforcement of the terms will only be brought before the Danish courts in accordance with Danish rules of protection.