

GENERAL SALES AND DELIVERY CONDITIONS

NØRHAVEN BOOK A/S

The following terms and conditions of sale and delivery apply to the Purchaser and Nørhaven Book provided that they are not derogated from by an explicit agreement to this effect between the parties.

CLAUSE 1 QUOTATION AND AGREEMENT

- 1.1 The quotation is binding on Nørhaven Book for 60 days from the quotation date.
- 1.2 An agreement is concluded when the Purchaser's acceptance has been received by Nørhaven Book.
- 1.3 In instances where the Purchaser has not specified explicit acceptance, the agreement is concluded once Nørhaven Book has issued confirmation of an order received.
- 1.4 If the Purchaser has requested Nørhaven Book to produce concept development, creative proposals, original material, etc., Nørhaven Book is entitled to be remunerated for this work.

CLAUSE 2 PRICE

- 2.1 All prices are exclusive of VAT and environmental fee. If delivery terms are ex works this has to be stated in the quotation.
- 2.2 If wages, the cost of materials, public taxes or other costs increase during the time leading up to order completion, Nørhaven Book is entitled to adjust the price to account for such documented increases.
- 2.3 If wages, the cost of materials, public taxes or other costs decline during the time leading up to order completion, the Purchaser is entitled to demand that the price be adjusted to account for such documented declines.
- 2.4 Prices in foreign currency are based on the exchange rate in Danish kroner (DKK) in effect on the quotation date or order confirmation date. For exchange-rate changes occurring before payment, Nørhaven Book reserves the right to change the price correspondingly.
- 2.5 In addition to the quoted or agreed price, Nørhaven Book is entitled to demand payment for the following:
 - Extra work as a result of the source material given to Nørhaven Book by the Purchaser turning out to be incomplete, unsuitable or inadequate.
 - Extra work resulting from the Purchaser requesting corrections or changes to the submitted material after the work process has commenced.
 - Extra work resulting from the Purchaser carrying out more proofreading cycles than agreed in the quotation.
 - Overtime and other measures agreed with the Purchaser after the signing of the agreement.
 - Storage, delivery, handling and dispatch of the Purchaser's digital or analogue material and tools after delivery has taken place.
 - Extra work caused by the agreement not being able to be implemented in a continuous production process due to circumstances at the Purchaser

CLAUSE 3 DELIVERY

- 3.1 Delivery takes place at the time agreed with the Purchaser, though subject to delays or obstacles caused by:
- an act or omission of the Purchaser ;
 - faults or damage to production equipment which has verifiably caused a delay or damaged the production process;
 - industrial conflicts of every description;
 - every circumstance that is beyond the control of Nørhaven Book, such as fire, water damage, natural disasters, war, mobilisation or unforeseen military induction of a similar scope, requisitioning order, confiscation, insurrection, civil disorder, currency restrictions, transport irregularities, scarcity of goods, motive-power restrictions, bans on exports and imports and other similar force majeure situations.
- 3.2 In the event of such delays, Nørhaven Book is entitled to prolong the delivery time or rescind the agreement.
- 3.3 If an incident such as the above renders the performance of Nørhaven Book ' delivery obligations more costly, Nørhaven Book is under an obligation to meet the delivery obligations, provided that the Purchaser states its willingness to pay the additional charge calculated by Nørhaven Book
- 3.4 In the event that a delivery date and/or delivery place has not been agreed, Nørhaven Book determines the delivery date and/or delivery place

CLAUSE 4 PAYMENT

- 4.1 Payment falls due on the date of the quotation, order confirmation or invoice. Otherwise cash on delivery
- 4.2 Nørhaven Book charges interest of 2,0 % per invoice month on overdue payment
- 4.3 On the request of Nørhaven Book, the Purchaser is at any time obliged to establish a bank guarantee as security for payment
- 4.4 If the request for bank guarantee is made after the agreement has been made, Nørhaven Book is obliged to pay the cost that might occur.

CLAUSE 5 TITLE, COPYRIGHT, ETC.

- 5.1 Nørhaven Book holds the copyright for any preparatory work and concepts, creative proposals, original material, layout, etc., developed by Nørhaven Book and said copyright may not be transferred to a third party without consent from Nørhaven Book
- 5.2 Whatever Nørhaven Book produces or has outsourced in terms of preparatory work, intermediate products, materials, tools, etc., for use in fulfilling the order is the property of the Purchaser. This shall apply regardless of whether the produced material is invoiced separately.
- 5.3 The items specified in sub-clause 5.2 may solely be used for works for the Purchaser and will only be stored if a separate agreement to this effect exists.

CLAUSE 6 DELAY

- 6.1 If a delay arises, the Purchaser is only entitled to rescind the agreement pursuant to the qualification stipulated in sub-clause [3.1.] provided that the Purchaser at the time of entering into the agreement has specified the importance of delivering the order at a specifically appointed time.

CLAUSE 7 FAULTS AND DEFICIENCIES

- 7.1 Nørhaven Book cannot be held liable for defects which the Purchaser has not corrected in writing during the proofreading process, including printed material, digital information, proof copy and similar.
- 7.2 The Purchaser is not entitled to a discount or to refuse to accept the service/product ordered in the event of minor deviations from an approved proof copy or agreed specification.
- 7.3 Nørhaven Book has the right to a delivery deviation of up to 10% of the agreed print run. In instances where paper or other material has been specifically produced for the order by a party other than Nørhaven Book, Nørhaven Book has the right to a reasonable delivery deviation beyond the 10% of the agreed print run, though at most equivalent to the material supplier's terms of delivery.
- 7.4 If an order is defective, the Purchaser is responsible for filing a complaint immediately. If the Purchaser fails to file a complaint or files a complaint too late, the Purchaser loses the right to advance the claim concerning the defect. Nørhaven Book is entitled to remedy a defect, provided that this can take place within a reasonable period of time.
- 7.5 Nørhaven Book is not liable for faults or deficiencies that are attributable to the fact that the Purchaser has provided its own paper or other materials for the order.
- 7.6 Nørhaven Book cannot be held liable for faulty placement of adhered or inserted elements if the Purchaser has not given Nørhaven Book precise instructions in writing about the placement of these.
- 7.7 Nørhaven Book offers no guarantee against defective or duplicated numbers for orders containing numbered works. For orders containing works that are numbered on receipt, any corrections of numbers will be calculated as an extra charge.

CLAUSE 8 LIABILITY TO PAY DAMAGES

Liability

- 8.1 Nørhaven Book cannot be held liable in damages vis-à-vis the other party to the agreement unless the loss was caused by an intentional act of Nørhaven Book or resulted from Nørhaven Book' gross negligence.
- 8.2 Nørhaven Book cannot at any time – the cause notwithstanding – be held liable for the Purchaser's operating loss, loss of profit, loss of time or other indirect loss, including the loss of production, sales, earnings, time or goodwill, unless said loss is due to an intentional act of the Nørhaven Book or results from Nørhaven Book' gross negligence.

Product liability

- 8.3 The Supplier can be held liable in terms of product liability in accordance with the provisions of the Danish Product Liability Act, which cannot be dispensed with by agreement between the parties.
- 8.4 The Supplier disclaims product liability on every other basis.
- 8.5 Contradictory terms in the terms and conditions notwithstanding, the Supplier is deemed liable to pay damages provided that it can be proven that the damage or loss was caused by an intentional act of the Supplier or its employees or resulted from the Supplier's or its employees' gross negligence.
- 8.6 To the extent third-party product liability is imposed on the Supplier, the Ordering Entity is obliged to indemnify the Supplier to the same extent to which the Supplier's liability is limited according to the above provisions.

- 8.7 The Supplier cannot at any time – the cause notwithstanding – be held liable for the Ordering Entity’s operating loss, loss of profit, loss of time or other indirect loss, including the loss of production, sales, earnings, time or goodwill, unless the loss was caused by an intentional act of the Supplier or its employees or resulted from the Supplier’s or its employees’ gross negligence.

Additional terms for handling and processing

- 8.8 Sub-clauses 8.1–8.7 notwithstanding, the Supplier is liable to pay damages for damage and loss, regardless of whether the claim is based on contractual or non-contractual compensation, including product liability, pursuant to the general rules of compensation under Danish law as this relates to damage or loss incurred for a product which the supplier is handling and processing.
- 8.9 The Supplier’s total costs, including for compensation and any other remedies for breach of contract, cannot exceed the value of a final product, and the Supplier cannot be held liable to pay damages for operating loss, loss of profit or other indirect loss, unless the loss was caused by an intentional act of the Supplier or resulted from the Supplier’s gross negligence.

Third-party rights

- 8.10 The Supplier cannot be held liable for the Ordering Entity’s insufficient legal basis for the reproduction, duplication or publication of type, images, drawings, patterns, illustrations, texts, trade marks, other trade names and other trade dress, including a design or other aspect that can be governed by the rights of a third party.
- 8.11 If the Supplier is liable to pay damages to a third party as a result of the Ordering Entity’s lack of title to commercial use of the rights of a third party, the Ordering Entity is under an obligation to indemnify the Supplier for this. This also applies to instances where the Supplier negligently chooses to use the protected rights of a third party.

Additional conditions for reproduction output

- 8.17 The Ordering Entity’s quality control takes over full liability from the commencement of the printing process. In the event of faults in printing forms, including printing plates, films, files, etc., the Supplier cannot be held liable to pay damages for loss resulting from this, but is solely under an obligation to provide new, corrected printing forms.

CLAUSE 9 EXTERNAL SUPPLIERS

- 9.1 Nørhaven Book is entitled to outsource work in part or in full to external suppliers.

CLAUSE 10 PRINTER

- 10.1 Nørhaven Book shall be entitled to be named as the printer in the printed material, unless otherwise agreed with the Purchaser

CLAUSE 11 CHOICE OF APPLICABLE LAW AND VENUE

- 11.1 Any dispute concerning the interpretation of the agreement or the performance and enforcement of the terms may only be brought before the court in Viborg og the Western Division of the Danish High court and be settled pursuant to Danish law.