

<p>The below mentioned sales and delivery conditions apply between the orderer and Klimax A/S to the extent that they are not deviated from by explicit written agreement in this regard between the parties.</p> <p>§ 1 Quote and agreement:</p> <p>Point 1. 1. The quote is binding for Klimax A/S for 30 days from the date of the quote unless anything else appears in writing.</p> <p>Point 1. 2. The agreement is entered into when a written order is received by Klimax A/S.</p> <p>Point 1. 3. In the event of the orderer not giving an explicit acceptance, the agreement is entered into when the supplier has submitted the order confirmation from a received order.</p> <p>Point 1. 4. The preparation of drafts, layout, finished artwork, suggestions for text, corrections, trial print, cromalin etc. occurs at the customer's own expense unless another agreement has been explicitly agreed.</p> <p>Point 1. 5. The quote is conditional upon:</p> <ul style="list-style-type: none"> Materials and processes being able to be adapted mechanically as stated in the quote. The orderer not requiring the work to be carried out in part deliveries instead of a total delivery as stated in the quote. The materials being submitted by the orderer corresponding to Klimax's submitted quote. <p>Point 1. 6. All corrections must be returned to/received by Klimax A/S in the signed for condition as a part of the agreement.</p> <p>Point 1. 7. Verbal corrections, including amendments that occur by telephone, are not valid unless they are confirmed in writing.</p> <p>§ 2 Price</p> <p>Point 2. 1. All prices are exclusive of VAT.</p> <p>Point 2. 2. If in the time up until the delivery's completion there have been increases in wages, cost of materials, public taxes or other costs, Klimax A/S is entitled to adjust the price by such documented increases.</p> <p>Point 2. 3. If in the time up until the delivery's completion there has been a fall in wages, cost of materials, public taxes or other costs, the orderer is entitled to demand that the price is adjusted by such a documented fall.</p> <p>Point 2. 4. Prices in foreign currency are based on the applicable currency rate in Danish kroner on the date of the quote or order confirmation date. Klimax A/S reserves the right to change the price before payment to correspond to currency fluctuations.</p> <p>Point 2. 5. In addition to the quoted or agreed price Klimax A/S is entitled to demand payment for:</p> <ul style="list-style-type: none"> Extra work as a result of the basic material that the orderer has given Klimax A/S, if this proves to be defective, inappropriate or deficient. Extra work as a result of the orderer requesting corrections or changes in the supplied material once the work has started. Extra work as a result of the orderer making more corrections than agreed in the quote. Overtime work and other arrangements that are agreed 	<p>§ 5 Right of ownership, copyright etc.</p> <p>Point. 5.1. The copyright to preliminary work and concepts, creative proposals, original material etc. produced by Klimax A/S belongs to Klimax A/S and must not be handed over to a third party without Klimax's consent.</p> <p>Point. 5.2. The right of ownership to everything supplied remains the property of Klimax until the entire purchase price has been paid.</p> <p>Point 5. 3. That which Klimax A/S has provided or allowed to be provided in preliminary work, intermediate products, materials, tools etc. for use in the delivery is the property of Klimax A/S. This applies regardless of whether that provided has been separately invoiced.</p> <p>Pkt. 5 4. Materials used in production are stored at Klimax A/S for use in new orders, as long as they are useable – however they are stored for no more than 2 years.</p> <p>§ 6 Delay</p> <p>Point 6. 1. If a delay occurs the orderer is, with the reservations in point 3. 1., only entitled to annul the agreement if he at the same time as the agreement is entered into has specified the importance of the delivery occurring at a precisely stated time.</p> <p>Point 6. 2. Delay is only significant if the order has not been delivered without undue delay after formal notice.</p> <p>§ 7 Defects</p> <p>Point 7. 1. Klimax A/S is not responsible for faults which the orderer has not corrected in the proof, including print, digital information, trial print and similar in writing.</p> <p>Point 7. 2. The orderer is not entitled to a price reduction or to refuse to receive that which has been ordered with regard to smaller deviations from an approved test or agreed specification. The product's properties and values vary within a certain margin of tolerance. Klimax A/S relinquishes its responsibility to any statement, guarantee and condition concerning our deliveries (including the quality of the delivery, suitability or usability for any specific purpose or its agreement with a test or description), regardless of how these have been submitted or arose. The orderer acknowledges in particular that catalogues, technical descriptions, price lists or other product information produced by Klimax A/S, cannot be considered to constitute or contain any sort of declaration, guarantee or condition concerning the delivery.</p> <p>Point 7. 3. Klimax A/S has the right to one delivery above or below the ordered quantity up to 10% of the agreed stock. In those cases where paper or other material has been specifically manufactured for the order by others than Klimax A/S, Klimax A/S has the right to a reasonable delivery above or below the ordered quantity in addition to 10% of the agreed stock, however, at most corresponding to the material supplier's delivery conditions. The actual quantity is debited at the agreed unit price.</p> <p>Point 7. 4. The orderer is responsible for immediately complaining about a defective delivery. If the orderer has refrained from complaining or complains too late, the orderer loses</p>	<p>Pkt. 8. 3. Klimax A/S is not liable for the orderer's operating loss, loss of profit or other indirect loss, including loss as a result of the orderer's legal relations with regard to third parties, cf. however point 8. 4., in the event of delay or a defect with that delivered. Klimax A/S' liability for damages, regardless of whether this is due to defects or delay, can never result in compensation, which exceeds the invoice price.</p> <p>Point 8. 4. Klimax A/S is responsible in the event that a delivered product causes personal injury or causes damage to things, if the object in question is essentially not usually intended for commercial use and is mainly used by the injured persons in accordance with this.</p> <p>Klimax A/S is only responsible for business property damage if it can be documented that the damage is due to Klimax A/S or their employees having made a mistake, which might not have been prevented by the orderer's inspection of the supplied products.</p> <p>Klimax A/S is, however, never responsible for damage which is caused by the orderer's or others production of products which are packaged in/labelled with the delivered products or item, if manufacturing these products is included, unless it can be documented that on the part of Klimax' they have been handled with gross negligence.</p> <p>Klimax A/S is never liable for operating loss, loss of profit and other indirect losses.</p> <p>In the event that Klimax A/S on account of business property damage is charged with the responsibility to a third party, which extends beyond the established limits of Klimax's responsibility, the orderer is obliged to recompense Klimax A/S for this as well as for legal costs.</p> <p>Point 8. 5. Klimax A/S has no responsibility for the orderer's lack of authority with regard to reproduction, multiplication or publication of a document, images, drawings, patterns, illustrations, wording, trademarks, other logos and other product equipment, including design or other, which can be subject to third party rights. If Klimax A/S incurs liability to the third party on account of the orderer's lack of authority to use the third party's future rights, the orderer recompenses Klimax A/S for such liability.</p> <p>Point 8. 6. Klimax A/S is not liable for loss or damage to property, like, for example, originals, materials etc., which are not Klimax A/S's, but that are handed over by the orderer in preparation for a solution of an agreed task or in preparation for storage, including storing jobs that Klimax A/S has carried out. Klimax A/S is, however, responsible; if it is proved that the loss or damage was due to grossly negligent behaviour demonstrated by Klimax A/S or their employees. The orderer themselves must provide insurance for the object against damage and destruction.</p> <p>Point 8. 7. Safekeeping/storage of products at</p>
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<p>with the orderer after the agreement has been entered into.</p> <ul style="list-style-type: none"> • Safekeeping, delivery, handling and shipment of the orderer's digital or analogue material and tools after delivery has taken place. • Extra work as a result of the agreement not being able to be completed as a continuous production due to the orderer's circumstances. <p>§ 3 Delivery</p> <p>Point 3. 1. Delivery takes place at the time which has been agreed with the orderer, however with reservations for delays or impediments, which are due to:</p> <ul style="list-style-type: none"> • The orderer's action or neglect. • The circumstances mentioned in point 8. 1. <p>Point 3. 2. With these delays Klimax A/S has the right to an extension of the delivery time or to annul the agreement.</p> <p>Point 3. 3. If an actions like the ones above results in fulfilment of Klimax's delivery obligations being made more expensive, Klimax A/S is obliged to fulfil the delivery obligations if the orderer declares that they will pay the additional cost calculated by Klimax A/S.</p> <p>Point 3. 4. If no date for delivery has been agreed, Klimax A/S will decide the delivery date.</p> <p>Point 3. 5. Postage is not paid for the delivery to the address stated in the quote and it is at the purchaser's risk.</p> <p>§ 4 Payment</p> <p>Point 4. 1. Payment occurs either on the date which, in the quote, order confirmation or invoice, is stated as the latest date for payment, otherwise it will be cash on delivery.</p> <p>Point 4. 2. Interest is accrued from the date payment is due. The interest represents the bank rate applicable at the time + 2%</p> <p>Pkt. 4. 3. At Klimax's request the orderer is obliged at any time to provide a bank guarantee as security for payment.</p> <p>Pkt. 4. 4. If the request is made after the agreement has been entered into, Klimax A/S is obliged to grant an exemption to the orderer from any expenses related to this.</p>	<p>the opportunity to make the defect applicable. Klimax A/S is entitled to rectify a defect, if this can occur within a reasonable time.</p> <p>Point 7. 5. Klimax A/S is not liable for faults or defects, which can be attributed to that which the orderer provides i.e. paper or otherwise for the delivery.</p> <p>Point 7. 6. Klimax A/S will advise the orderer as best they can with regard to the choice of product as well as on request deliver material for testing. It rests, however, with the orderer to ensure that the product can be used for the specific purpose it is intended.</p> <p>Point 7. 7. Before the product is used the orderer is obliged to undertake prudent testing of the product under realistic production conditions as well as immediately stop using the product if these are found to be unsatisfactory.</p> <p>Point 7. 8. Klimax A/S is not responsible for a fault with the product, which arises as a result of the orderer's incorrect storage/handling.</p> <p>§ 8 Responsibility</p> <p>Pkt. 8. 1. In the event of delay and in the case of defects with that delivered Klimax A/S is not responsible, where the delay or defect is due to:</p> <ul style="list-style-type: none"> • Faults in or damage to production equipment, which demonstrably has been caused by delay or damage during production. • In the case of industrial action of any kind. • Furthermore any circumstance which Klimax A/S does not have any control over, such as fire, water damage, natural catastrophes, war, mobilisation or unforeseen military call up of similar magnitude, requisition, commandeering, riots, disturbances, currency restrictions, lack of means of transportation, normal item scarcity, restrictions on incentives, export and import ban and other similar force majeure situations. <p>Point. 8. 2. Delay or inadequate delivery is covered by those points in point 8. 1. regarding freedom from responsibility, if the cause of the sub contractor's delay or lack of performance is the closing down of the company or one of those circumstances mentioned in point 8. 1.</p>	<p>Klimax A/S, according to the customer's wishes, occurs at the customer's risk.</p> <p>Point 8. 8. Klimax A/S is obliged, at the customer's request and at their expense, to take out the needed transport insurance.</p> <p>§ 9 Subcontractor</p> <p>Point 9. 1. Klimax A/S is entitled completely or partially to allow the work to be carried out with the subcontractor.</p> <p>§ 10 The Danish Sale of Goods Act</p> <p>Point 10.1. Danish legislation including the Danish Sale of Goods Act applies to the present agreement to the extent that the legal situation is not determined in the agreement's wording or in the present sales and delivery conditions. A possible dispute concerning the agreement's interpretation or the terms' compliance and enforcement can only be brought before Danish courts in accordance with Danish jurisdiction rules.</p> <p>The present sales and delivery conditions are applicable from 1st February 2011 and replace all previous sales and delivery conditions.</p> <p>Klimax A/S Uraniavej 4 DK 8700 Horsens</p>
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