

# STANDESIGN A/S GENERAL TERMS AND CONDITIONS OF BUSINESS

## 1. Validity

The following general terms and conditions of business apply between the parties unless otherwise stated in writing.

## 2. Offer and deadline for acceptance

Verbal and written offers from Standesign A/S must be accepted no later than 14 days after the date of issuing the offer. Accordingly, Standesign A/S is not bound by offers where acceptance reaches Standesign A/S after expiry of the deadline for acceptance.

## 3. Services

Standesign A/S provides exhibition stands designed as specified in the agreement between the parties and may also prepare marketing materials insofar as this is specified in the agreement between the parties.

Standesign A/S is entitled to engage external suppliers to render services, to the extent necessary.

Services not specified in the parties' written agreement are to be settled by invoice.

## 4. Delivery

The stand is delivered/transferred to the buyer at the start of the exhibition in question. The buyer is responsible for arranging any insurance cover for damage to the buyer's own goods after delivery. See clause 12 Exhibition-specific information.

## 5. Price

As per the offer and otherwise as invoiced. Standesign A/S reserves the right to make changes where there are justified grounds or by prior notification. All prices exclude technical orders, shipping and VAT.

## 6. Payment terms.

Payment is due net no later than 14 days from invoice date. Interest accrues on late payment at the rate of 1.5% per month commenced from the due date.

For the sale of exhibition stands and attendance at exhibitions, Standesign A/S will invoice 50% at the time of ordering and 50% at the end of the exhibition – unless otherwise agreed.

Standesign A/S reserves the right to withhold additional services in the event of any outstanding, overdue payments.

## 7. Cancellation

Upon cancellation of exhibition stands less than 3 months prior to the exhibition, Standesign A/S is entitled to invoice 50% of the agreed price. Standesign A/S will invoice 100% in the event of cancellation one month or less prior to the start of the exhibition.

## 8. Limitation of liability

Any claims for damages against Standesign A/S cannot under any circumstances exceed the amount invoiced excluding VAT in respect of the service purchased – except for any statutory product liability.

Standesign A/S cannot be held liable for defective deliveries due to force majeure, for example in the case of: circumstances beyond the parties' control, such as war, fire, natural disaster, labour conflicts, general shortage of materials, import/export prohibitions, lack of transport, civil unrest or delays/errors in deliveries from external suppliers, introduction of legal or currency restrictions or such like.

Standesign A/S cannot be held liable for consequential losses or any other indirect damage or losses, including loss of profit, loss of time or other financial consequential losses.

Damages will not be payable as a result of printing errors or errors in the translation of technical terms.

When materials are being stored for the customer, the customer is personally responsible for arranging insurance cover.

To the extent that electronic communications are used between Standesign A/S and the customer (e-mail, text messaging, via websites, etc.), Standesign A/S does not accept liability for the security thereof and cannot be held liable in tort.

## 9. Defects and deficiencies

Any defects or deficiencies must be cited by the customer immediately upon discovery so that Standesign A/S has the opportunity to attempt to remedy them. If it emerges that a defect is due to lack of information on the part of the customer, the associated costs will be invoiced.

## 10. Complaints

The buyer is responsible for undertaking a thorough review of the stand and material no later than at the time of receipt. Any complaints about the goods delivered must be made immediately.

Specially procured goods and prepared workpieces will not be accepted as returns. Agreement may be reached regarding the return of standard goods that do not meet the requirements of the customer's written order.

## 11. Exhibition-specific information

The customer is personally responsible for arranging necessary insurance cover for exhibited goods both in transit and during the exhibition.

Costs of shipping the customer's own goods and personal travel, insurance and accommodation costs are also payable by the customer.

Standesign A/S is not liable for the delayed arrival of joint stand equipment but will, in such a case, endeavour to source other stand equipment from the exhibition site.

## 12. General Data Protection Regulation (GDPR)

Standesign A/S has implemented and complies with the EU General Data Protection Regulation (GDPR); for more information, please refer to the website.

## 13. Venue

In the event of any dispute arising between the parties, the matter – if it cannot be resolved amicably – will be settled by arbitration under Danish law unless the offended party chooses to pursue the matter through the general courts in Denmark. If so, the venue shall be in the place of domicile of Standesign A/S. Any arbitration tribunal shall be conducted by application of the "Rules of Procedure of the Danish Institute of Arbitration (Danish Arbitration)". This Agreement is subject to Danish law.

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