

TERMS OF SALE AND DELIVERY

Damgaard-Jensen // BrandFactory



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General terms of sale and delivery of BrandFactory Danmark A/S and Damgaard-Jensen A/S. These terms are binding and cannot be changed unless a written agreement is reached between the Parties.

In these terms, "Supplier" means Damgaard-Jensen A/S and BrandFactory Danmark A/S, and "Orderer" is the customer. Download print-friendly version [here](#).

§ 1 QUOTATIONS AND AGREEMENT

1.1. Quotations are binding on the Supplier for 14 days from the date of quotation.

1.2. The quotation is an independent document. The customer's order will not be accepted by, and therefore not be binding on, the Supplier before the Supplier has forwarded a written order confirmation. The agreement will be concluded when the Orderer's approval has been received by the Supplier.

1.3. If the Orderer has requested the Supplier to prepare concept development, creative pitches, original material, etc., the Supplier will be entitled to receive payment for such work.

1.4. The quotation is subject to the condition that materials and processes can be processed mechanically as set out in the quotation and that the Orderer does not demand the work to be carried out in part deliveries instead of in one single delivery as stated in the quotation. The quotation is submitted on the basis of the materials sent by the Orderer.

§ 2 PRICE

2.1. All prices are excluding VAT, taxes, environmental fee and delivery. For orders of less than DKK 2,000, administration costs will be added to the invoice.

2.2. If, in the time leading up to the delivery, there are increases in salaries, prices of materials, public taxes or other costs, the Supplier is entitled to adjust the price to reflect such documented increases.

2.3. If, in the time leading up to the delivery, there are decreases in salaries, prices of materials, public taxes or other costs, the Orderer is entitled to demand that the price be adjusted to reflect such documented decreases.

2.4. Prices in foreign currency are based on the exchange rate to DKK applicable on the date of the quotation or order confirmation. In the event of changes in exchange rates before payment, the Supplier reserves the right to change the price accordingly.

2.5. In addition to the price offered or agreed, the Supplier is entitled to demand payment:

- For additional work if the basic materials provided to the Supplier by the Orderer prove to be incomplete, unsuitable or inadequate.
- For additional work resulting from a request from the Orderer for corrections or changes to the materials delivered after the work has commenced.
- For additional work resulting from the Orderer performing more proofs than agreed in the quotation.
- For overtime and other arrangements agreed with the Orderer after conclusion of the agreement.
- If storage, hand over, handling and shipment of the Orderer's digital or analogue materials and tools after delivery has taken place.
- Additional work because the agreement cannot be carried out in continuous production due to circumstances at the Orderer.

§ 3 DELIVERY, SHIPMENT AND FITTING

3.1. The Orderer is responsible for ensuring that the content of the order is correct and fully described with regard to the service requested by the Orderer from the Supplier. Unless otherwise agreed, the Orderer must at all times ensure that the Supplier has the necessary prerequisites and information for use in the production of the service requested by the Orderer. When the Supplier submits drafts/proofs, these are binding for the Orderer, unless they are commented on in writing.

3.2. Delivery will be at the time agreed with the Orderer, however with reservations for any delays or obstacles caused by an act or omission by the Orderer. The circumstances mentioned in [8.1.].

3.3. In the event of such delays, the Supplier is entitled to postpone the date of delivery or cancel the agreement.

3.4. If an event such as the above makes fulfilment of the Supplier's delivery obligations more expensive, the Supplier is obligated to fulfil the delivery obligations if the Orderer states that the Orderer is willing to pay the additional charge calculated by the Supplier.

3.5. If no date of delivery has been agreed, the Supplier will decide the date of delivery.

3.6. Place of delivery is ex-factory unless the Supplier has undertaken to deliver the goods to the Orderer. If this is the case, shipment is at the expense and risk of the Orderer. Delivery is considered to have taken place when the goods have been handed over to an independent carrier.

- 3.7.** Notwithstanding that the Supplier pays the costs of transporting the goods, the Orderer bears the risk of accidental events that may occur to the goods after delivery.
- 3.8.** The supplier will choose the shipping method at its own discretion, unless otherwise agreed with the Orderer.
- 3.9.** Freight costs are paid by the Orderer. The Orderer itself must take out any insurance against transport risks.
- 3.10.** As regards serigraphical assignments, Damgaard-Jensen A/S and BrandFactory Danmark A/S reserve the right to set an over-/under-delivery variance of 10%. Colours in the finished product may deviate by +/- 5%.
- 3.11.** Delivery by the Supplier only covers fitting if a separate agreement has been concluded in this respect. If an agreement on fitting has been concluded, delivery will be considered complete upon completion of fitting. The risk of accidental damage to the fitted product passes to the Orderer after notification of completion. If the Orderer uses the delivery before notification of completion of the fitting, the Orderer is liable for any damage, loss or deterioration which is not due to the Supplier.
- 3.12.** Unless otherwise agreed, the Orderer must obtain any necessary approvals from landlords, public authorities, etc. The Supplier may, if specifically agreed and at the expense of the Orderer, make the necessary applications.
- 3.13.** Costs associated with removal due to lack of approvals are at the expense of the Orderer. If the Orderer wishes to enter into an agreement to cancel an order, the Supplier reserves the right to invoice all costs incurred in connection with the order.
- 3.14.** If it has been agreed that the Supplier is to be responsible for fitting, the Orderer must ensure that there is unhindered access to the fitting site and that the fitting can be carried out at the agreed time without the fitter being delayed by other workmen, stored materials or similar. Additional costs following from such obstacles and delays must be paid by the Orderer.
- 3.15.** As regards fitting of signs, including on a roof, facade or canopy, the Supplier is not liable for costs associated with any subsequent repairs.
- 3.16.** After removing old signs, the Supplier is not liable for costs associated with any damage or hidden damage exposed in the surface revealed. The Orderer is responsible for checking hidden installations on the site indicated before fitting.
- 3.17.** As regards fitting foil on freshly painted walls, the Supplier cannot guarantee adherence, as the paint may contain chemicals that prevent the foil from obtaining the right adherence. The Supplier recommends not fitting foil until after a drying period of at least one month. Similarly, the Supplier recommends always making a test print/fitting to test adherence.
- 3.18.** As regards fitting foil on windows/glass, the Supplier is not liable for costs incurred if windows/glass break or crack because of heat stress and the effects of the foil.
- 3.19.** The Supplier will rectify damage caused by the fitter without costs for the Orderer.
- 3.20.** As regards fitting of Clear View on windows/glass, the Supplier is not liable for costs incurred if windows/glass break or crack because of the effects of the foil. Fitting of foils requires an outdoor/indoor temperature of at least 8 degrees Celsius.
- 3.21.** If it has been agreed that the Supplier is responsible for fitting, the Orderer must ensure that there is unhindered access to the fitting site and that the fitting can be carried out at the agreed time without the fitter being delayed by other workmen, stored materials or similar. Additional costs following from such obstacles and delays must be paid by the Orderer.
- 3.22.** The Supplier will install banners in winds speeds up to 8 m/s. For winds stronger than this, the fitter will decide whether this is safe. Lifts are permitted in wind speeds up to 12 m/s. Removal/roll up is recommended in the event of reports of wind speeds of around 20 m/s or more.
- 3.23.** The Supplier will not cover costs of any damage to banners associated with weather conditions, vandalism, etc.
- 3.24.** The Orderer is responsible for inspecting banners and fitting on the agreed day of delivery, i.e. on the day on which the fitting is agreed to be completed. For a fee, the Supplier offers an on-call service, such that banners are taken down or storm-proofed.

§ 4 PAYMENT

- 4.1.** Unless otherwise agreed, payment is in cash for first-time purchases from non-credit customers. For large first-time orders, payment by instalments can be arranged.
- 4.2.** Unless otherwise agreed, payment of orders exceeding DKK 100,000 will be 50% upon placing the order and the remainder according to the agreed payment terms.
- 4.3.** Unless otherwise agreed, payment must be made within 14 days from the date of the invoice.
- 4.4.** Interest will accrue from the due date at the current interest rate set by the Supplier. The Supplier will charge 1.5% in default interest for delayed payment for each month commenced. DKK 100 will be charged in administration costs for each reminder about delayed payment. All invoices contain an environmental fee of 2%, and administration costs will be added to the invoice for orders of less than DKK 2,000.
- 4.5.** At the request of the Supplier, the Orderer is at all times obligated to provide a bank guarantee as security for payment. If this request is presented after conclusion of the agreement, the Supplier is obligated to exempt the Orderer from any expenses related to this.

§ 5 PROPERTY RIGHTS, COPYRIGHT ETC.

- 5.1.** The copyright in sketches and concepts, creative pitches, original material, etc. developed by the Supplier belongs to the Supplier and may not be transferred to a third party without approval from the Supplier.
- 5.2.** Any sketches, intermediate products, materials, tools etc. the Supplier has produced or has had produced for use in the deliverable belongs to the Supplier. This applies irrespective of whether the items produced have been invoiced separately.
- 5.3.** The materials etc. in 5.2 above may only be used for work for the Orderer and will only be stored according to a separate agreement on this.

§ 6 DELAY

- 6.1.** In the event of delay, according to the reservation in [3.1.], the Orderer is only entitled to cancel the agreement if, upon conclusion of the agreement, the Orderer specified the importance of delivery taking place at an exact time.

§ 7 DEFECTS, COMPLAINTS AND TERMINATION

- 7.1.** The Supplier is not liable for errors which the Orderer has not corrected in writing in the proofing, including print, digital information, specimen proofs and similar.
- 7.2.** The Orderer is not entitled to a discount or to refuse to receive the products ordered in connection with minor deviations from approved specimen proofs or agreed specifications.
- 7.3.** The Supplier is entitled to over-delivery or under-delivery of up to 10% of the agreed number printed. Where paper or other material has been produced specially for the order by others than the Supplier, the Supplier is entitled to a reasonable over-delivery or under-delivery beyond 10% of the agreed number printed, although not exceeding materials in the Supplier's terms of delivery.
- 7.4.** Within 24 hours after receiving the goods, the Orderer must file any complaint regarding inadequate delivery. If the Orderer fails to file a complaint or complains too late, the Orderer will lose its right to complain. The Supplier is entitled to remediate the defect, if this is possible within a reasonable timeframe.
- 7.5.** The Supplier is not liable for errors and defects attributable to paper or other materials provided by the Orderer for the deliverable.
- 7.6.** The Supplier is not liable for misplacement of glued or inserted elements, if the Orderer has not provided the Supplier with exact instructions in writing as to how these should be placed.
- 7.7.** The Supplier does not offer any guarantee for lacking or duplicated numbers in deliverables containing numbered work. For deliverables containing works that are numbered upon receipt, additional payment will be charged for any correction of numbers.
- 7.8.** Unless specifically agreed between the Parties, the product purchased must not be shipped to the US, Canada and other overseas countries without separate product liability insurance to cover these areas. This insurance must be paid by the Orderer. The Supplier cannot be held liable for claims that could have been covered by such insurance.

§ 8 LIABILITY

- 8.1.** In the event of delay and in the event of defects in the products delivered, the Supplier is not liable if the delay or the defect is due to: Errors in or damage to production equipment proven to have caused the delay or damage to the production.
- 8.2.** Delay or inadequate delivery is covered by the exemption from liability in 8.1., if the reason for the sub-supplier's delay or inadequate performance is one of the circumstances in 8.1., or that the sub-supplier goes out of business.
- 8.3.** The Supplier is not liable for any operating loss, loss of profits or other indirect loss incurred by the Orderer, including loss as a consequence of the Orderer's legal relationship with a third party, see however 8.4., in the event of delay or defects in the deliverable.
- 8.4.** The Supplier is liable in the event that a delivered product causes personal injury or damage to property, if the object in question, by its nature, is usually intended for non-commercial use and is primarily used by the injured party accordingly. The Supplier is only liable for damage to commercial property if it is documented that the damage or injury is because the Supplier or the Supplier's associates made a mistake that should not have been prevented by the Orderer's inspection of the products delivered.
- However, the Supplier is never liable for damage to production by the Orderer or by others, damage to products packaged in/labelled with the delivered products or damage to objects 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 any operating losses, losses of

profits or other indirect losses. In the event that, due to damage to commercial property, the Supplier is imposed a third party liability beyond the limits stipulated for the Supplier's liability, the Orderer is obligated to indemnify the Supplier for this and for any legal costs.

8.5. The Supplier has no liability for the Orderer's lack of authority to reproduce, multiply or publish fonts, pictures, drawings, patterns, illustrations, texts, trademarks, other business identifiers and other trade dresses, including designs or other material that may be subject to third party rights. If the Supplier incurs third party liability due to the Orderer's lack of authority to exercise third party rights, the Orderer must indemnify the Supplier for such liability.

8.6. The Supplier has no liability for loss or damage to property, such as master copies, materials and similar, which does not belong to the Supplier, but has been handed over to the Supplier by the Orderer for an agreed assignment or for storage, including storage of works carried out by the Supplier.

However, the Supplier is liable if it is established that the loss or damage is due to gross negligence by the Supplier or the Supplier's associates. The Orderer itself must insure the object against damage and destruction.

8.7. Additional terms for DTP work: The quality review procedures at the Orderer take full liability from commencement of printing. The Supplier cannot be held liable for losses resulting from errors in printing forms, including printing plates, films, files and similar, but is only obligated to deliver new, corrected printing forms.

§ 9 SUB-SUPPLIERS

9.1. The Supplier is entitled to outsource work in full or in part to sub-suppliers.

§ 10 THE DANISH SALE OF GOODS ACT

10.1. Danish legislation, including the Danish Sale of Goods Act (Købeloven), applies to this agreement to the extent that the legal position is not stipulated in the text of the agreement or in these terms of sale and delivery. Any disputes regarding interpretation of this agreement or fulfilment and enforcement of these terms may only be brought before a Danish court in accordance with Danish rules on jurisdiction.

§ 11 PERSONAL DATA

11.1. The Supplier registers personal data in the form of names of contact persons as well as contact details for such persons in connection with managing orders placed with the Supplier. The data is stored under the name of the customer until the order portfolio has been produced, and subsequently for at least five years in order to comply with accounting legislation.

11.2. When placing orders with the Supplier as data processor, Customers who are data controllers pursuant to legislation on processing of personal data guarantee that the disclosure obligation to the persons registered in the material to be used in the production at the Supplier has been observed.

11.3. Processing of personal data by the Supplier follows the guidelines set out in the personal data policy of the Supplier. Moreover, the guidelines described in our data processor terms apply. The personal data policy and the data processor terms are available on <https://dgj.dk/cookie-privatlivspolitik/>.

11.4. Processing of cookies on www.dgj.dk, www.brandfactory.dk and other websites and online shops run and owned by Damgaard-Jensen A/S follows the guidelines described in the cookie and privacy policy of Damgaard-Jensen A/S, available on www.dgj.dk.

§ 12 FORCE MAJEURE

12.1. Under no circumstances can the Supplier and the Orderer be held responsible for matters considered to be force majeure, including, but not restricted to war, riots, strikes, fire, natural disasters, exchange restrictions, import or export restrictions, interruption of ordinary traffic and interruption or failure of energy supply or communication systems.

If the Supplier or the Orderer is affected by a force majeure event, this party has a responsibility to notify the other party of this matter as soon as possible. If the party fails to comply with this duty of notification, the party is liable as if no force majeure event had occurred.

Supplementary terms of sale and delivery in connection with shop renovation and refurbishing, etc. These terms and conditions apply to the quotation and the deliverable unless otherwise agreed in writing. In these terms, "Supplier" means Damgaard-Jensen A/S and BrandFactory Danmark A/S, and "Orderer" is the customer.

§ 1 SERVICES AND DELIVERABLES

- 1.1. Services and deliverables, including winter measures not described in the quotation and associated annexes, are excluded from the quotation price.
- 1.2. The Supplier is not responsible for Services initiated by the Buyer without the Supplier's knowledge, and such services are at the buyer's own cost and risk.

§ 2 TIME SCHEDULE AND INVOLVEMENT

- 2.1. It is a condition for observing the time schedule that the building/premises are cleared at takeover (for new buildings), that the takeover takes place at the agreed time, and that any previous works and deliverables carried out by other contractors have been completed when the building/premises are transferred to the Supplier for further work.
- 2.2. If additional works/deliverables are requested while works/deliverables are being carried out under the quotation, this is subject to further agreement with the project manager from the Supplier. Such additional work will be carried out in so far as it will not delay the time schedule agreed. If the additional work/deliverable cannot be carried out within the agreed time schedule, the time schedule will either be extended, or the work will be carried out as soon as possible after completing the works included in the quotation. Additional works/deliverables will be invoiced separately according to the price list. Additional project planning, additional construction process management, transport, bridge tolls, etc. will be invoiced separately on the basis of time consumed.
- 2.3. If other suppliers/builders not contracted by the Supplier are performing work on the building site simultaneously with the performance of the service agreed with the Orderer, for planning purposes, information about the time schedules of such other suppliers/builders must be provided to the Supplier before the Supplier prepares a time schedule. With regard to observing the time schedule, other contractors must not cause delays to the Supplier's fitters.
- 2.4. If it has been agreed that the Orderer or the Orderer's employees are to be involved in the renovation by moving articles, fixtures and equipment, etc., it is assumed that this will take place in accordance with the agreement made, and this is a precondition for observing the time schedule.
- 2.5. The prices stated in the quotation are based on works and deliverables being carried out within normal working hours, unless otherwise specified in the quotation. Normal working hours/hourly rates are stated in a separate Annex.

§ 3 BUILDING AND TAKEOVER

- 3.1. It is assumed that any works/deliverables carried out by other contractors prior to the building/premises being transferred to the Supplier will be carried out in accordance with the rules and standards of the industry.
- 3.2. It is assumed that there will be access to electricity, water and heating in building/premises to the extent necessary, unless otherwise specified in the quotation.
- 3.3. It is assumed that the building/premises will have dried out at the time of takeover. If it turns out that the humidity level of the surfaces of the building/premises exceeds the recommended humidity for the work to be carried out, costs of dehumidification/drying will be regarded as an additional deliverable/work and invoiced separately on the basis of time consumed, unless otherwise specified in the quotation. The agreed time schedule is likely to be extended by the time spent on dehumidification/drying. If the buyer wants to proceed with the work despite the humidity level being too high, the Supplier disclaims any liability for consequential damage that may result from such work.
- 3.4. Reservations are made for hidden or defective structures and installations that were not immediately apparent at the inspection of the building/premises before the quotation was drawn up, and for structures that are unfit as a basis of further construction as planned.
- 3.5. Reservations are made for hidden defects caused by rot, fungus, insects, water, frost, etc. that may appear during performance of the building work/fit out, and that could not immediately be ascertained when inspecting the building/premises before the quotation was drawn up.
- 3.6. Reservations are made for any use of non-approved materials in the building/premises, e.g. asbestos. Work on dismantling and disposal of such materials is not included in the quotation, unless otherwise specified in the quotation.

3.7. The Supplier assumes no responsibility for compliance with regulations of construction works previously carried out. If, in connection with carrying out construction works, certain structures turn out not to comply with regulations, bringing such structures into compliance with regulatory requirements will be additional work, invoiced separately on the basis of time consumed.

3.8. If one or more of the unforeseen situations described above or other unforeseen situations arise, the Orderer can be invoiced for any expenses associated with additional construction process management, additional measures necessary to complete the project within the agreed time, overtime not included, etc. Any consumption of materials will be settled according to consumption. The Supplier makes reservations for observance of the time schedule in the event that such a situation arises.