Effection A/S' applicable general terms of sale and delivery. These conditions are binding and cannot be changed unless a written agreement is entered into between the parties.

In these terms, the "Supplier" shall refer to Effection A/S and the "Ordering Party" shall refer to you, the customer.

Section 1 Offer and agreement

Subsection 1.1. Quotations shall be binding for the Supplier for 14 days from the date of the quotation.

Subsection 1.2. The offer shall represent the whole offer. The customer's orders shall not be accepted by and thus not binding for the Supplier until the Supplier has sent a written order confirmation. An agreement shall be concluded when the Ordering Party's acceptance has been received by the Supplier.

Subsection 1.3. If the Ordering Party has requested the Supplier to prepare concept development, creative presentations, original material, etc. the Supplier is entitled to payment for this work.

Subsection 1.4. The offer is subject to the material and processes being machinable as provided for in the offer and that the Ordering Party does not require the work to be carried out in partial deliveries instead of one combined delivery as stated in the offer. The offer is submitted on the basis of the material provided by the Ordering Party.

Section 2 Price

Subsection 2.1. All prices are exclusive of VAT, taxes, environmental contributions and delivery. All orders are subject to a startup fee. Environmental contributions reflect the environmental costs of production, energy taxes, distribution, and environmentally responsible disposal of waste with approved transporters, etc.

Subsection 2.2. If, in the period leading up to the completion of the delivery, there have been increases in wages, material prices, public taxes or other costs, the Supplier shall be entitled to adjust the price by such documented increases.

Subsection 2.3. If, in the period leading up to the completion of the delivery, there has been a decrease in wages, material prices, public taxes or other costs, the Ordering Party is entitled to demand that the price be adjusted by such documented decreases.

Subsection 2.4. Prices in foreign currencies are based on the exchange rate of the currency in question in Danish kroner at the date of the offer or order confirmation. In the event of changes to the exchange rate before payment, the Supplier reserves the right to change the price accordingly.

Subsection 2.5. In addition to the quoted or agreed price, the Supplier is entitled to claim payment for extra work if such work is necessary because the basic materials (i.e. files and other documents) provided by the Ordering Party to the Supplier are incomplete, unsuitable or deficient. Additional work as a result of the Ordering Party requesting corrections or changes to the delivered material after the work has started. Additional work as a result of the Ordering Party performing more revisions than agreed in the offer. Overtime and other measures agreed with the Ordering Party after the conclusion of the agreement. Storage, delivery, handling and shipment of the Ordering Party's digital or analogue material and tools after delivery has taken place. Additional work resulting from the inability to implement this agreement with continuous production due to conditions on the part of the Ordering Party.

Section 3 Delivery, shipment and mounting

Subsection 3.1. The Ordering Party is responsible for ensuring that the content of the order is correctly and adequately specified in relation to the service requested by the Ordering Party from the Supplier. Unless otherwise agreed, the Ordering Party must at all times ensure that the Supplier has the necessary prerequisites and information for the provision of the service requested by the Ordering Party. When the Supplier submits drafts/revisions, these shall be binding for the Ordering Party unless they are commented on in writing.

Subsection 3.2. Delivery shall take place at the time agreed with the Ordering Party, subject to any delays or hindrances caused by the Ordering Party's actions or failure to act. The circumstances referred to in subsection [8.1].

Subsection 3.3. In the event of such delays, the Supplier shall be entitled to extend the delivery time or to terminate the agreement.

Subsection 3.4. If an event, such as the above, causes the fulfilment of the Supplier's delivery obligations to be delayed, the Supplier is obliged to fulfil the delivery obligations if the Ordering Party indicates that it will pay the additional price calculated by the Supplier.

Subsection 3.5. If no time for delivery has been agreed, the Supplier shall determine the time of delivery.

Subsection 3.6. The place of delivery is ex works, unless the Supplier has undertaken to deliver the goods to the Ordering Party. In such cases, shipment shall be at the risk and expense of the Ordering Party. Delivery is deemed to have taken place when the goods have been handed over to an independent carrier.

Subsection 3.7. Regardless of whether the Supplier bears the costs of transportation of the goods, the Ordering Party shall bear the risk of any accidental events that may occur to the goods after delivery.

Subsection 3.8. The Supplier shall, at its own discretion, choose the mode of shipment to be used, unless otherwise agreed with the Ordering Party.

Subsection 3.9. Freight costs shall be borne by the Ordering Party. The Ordering Party shall be responsible for taking out any insurance against transport risks.

Subsection 3.10. In connection with serigraphical tasks, Effection A/S reserves the right to deliver above or below the ordered quantity by 10%. Colours in the finished product may differ +/- 5%.

Subsection 3.11. The Supplier's deliverable shall include mounting only if separately agreed. Where an installation agreement has been concluded, delivery shall be deemed to be completed upon completion of installation. The risk of accidental damage to the installed goods shall pass to the Ordering Party upon notification of completion. If the Ordering Party starts using the deliverable before mounting has been completed, the Ordering Party shall be liable for any damage, loss or deterioration that is not caused by the Supplier.

Subsection 3.12. Unless otherwise agreed, the Ordering Party is responsible for obtaining any necessary approvals from landlords, public authorities, etc. The Supplier may, by agreement and at the Ordering Party's expense, be responsible for the necessary applications.

Subsection 3.13. Costs associated with dismantling due to lack of approval shall be borne by the Ordering Party. If the Ordering Party would like to enter into an agreement on the cancellation of a placed order, the Supplier reserves the right to invoice all costs incurred in relation to the order.

Subsection 3.14.
If it has been agreed that the Supplier shall be responsible for mounting, the Ordering Party shall ensure that there is unhindered access to the installation site and that mounting can be carried out at the agreed time without the fitter being delayed by other workers, stored materials or the like. Additional costs resulting from such hindrances and delays shall be borne by the Ordering Party.

Subsection 3.15. When installing signs – including on roofs, facades and canopies – the Supplier shall not be liable for the costs associated with subsequent repairs.

Subsection 3.16. When dismantling old signs, the Supplier shall not be liable for the costs associated with any damage or hidden damage that becomes visible in the surface being cleaned. It is the responsibility of the Ordering Party to check hidden installations by indicating their location before mounting.

Subsection 3.17. When mounting foil on newly painted walls, the Supplier cannot guarantee adhesion, as there may be chemicals in the paint that prevent the foil from achieving the correct adhesion. The Supplier recommends that foil is only installed after a drying time of 1 month. It is also recommended that a test print/mounting is always made to test the adhesion.

Subsection 3.18. When mounting foil on windows/glass, the Supplier shall not be liable for the costs associated with cracks and damage to the windows/glass caused by the effects of heat and foil.

Subsection 3.19. Damage caused by the fitter shall be rectified by the Supplier at no cost to the Ordering Party.

Subsection 3.20. When mounting Clear View on windows/glass, the Supplier shall not be liable for the costs associated with cracks and damage to windows/glass caused by the effects of foil. When mounting foils, a temperature of min. 8 degrees Celsius is required both indoors and outdoors.

Subsection 3.21. If it has been agreed that the Supplier shall be responsible for mounting, the Ordering Party shall ensure that there is unhindered access to the installation site and that mounting can be carried out at the agreed time without the fitter being delayed by other workers, stored materials or the like. Additional costs resulting from such hindrances and delays shall be borne by the Ordering Party.

Subsection 3.22. The Supplier mounts banners at up to 8 m/s. For winds above this level, it is up to the fitter to decide whether it is safe. Use of lifts is permitted at up to 12 m/s.

If wind speeds of 20 m/s or more are reported, dismantling/roll-up is recommended.

Subsection 3.23. The Supplier does not cover the cost of any damage to banners due to weather, vandalism, etc.

Subsection 3.24. It is the Ordering Party's responsibility to inspect the banner and installation on the agreed day of delivery, i.e. on the day when it has been agreed that mounting should be completed. Against payment, the Supplier offers on-call service to take down or storm-proof the banner.

Section 4 Payment

Subsection 4.1. Unless otherwise agreed, first-time purchases from non-account customers must be paid in cash. For larger first-time orders, a payment schedule can be agreed.

Subsection 4.2. Unless otherwise agreed, payment of orders over DKK 100,000 must be settled with 50% upon order placement, with the rest to be paid pursuant to the agreed payment terms.

Subsection 4.3. Unless otherwise agreed, payment must be made within 14 days of the invoice date.

Subsection 4.4. Interest shall accrue from the due date at the Supplier's rate at that time. The Supplier shall charge 1.5 % default interest per month or part thereof for late payment. An administration fee of DKK 100 per reminder will be charged for late payment. All invoices include a 2% environmental contribution, and for orders below DKK 2,000, administrative shall be added to the invoice.

Subsection 4.5. At the Supplier's request, the Ordering Party is at all times obliged to provide a bank guarantee as security for payment. If the request is made after the conclusion of the agreement, the Supplier shall be obliged to cover any costs incurred by the Ordering Party in association therewith.

Section 5 Ownership, copyright, etc.

Subsection 5.1. The copyright to the preliminary work and concepts, creative ideas, original material,
etc. developed by the Supplier shall belong to the Supplier and may not be transferred to third parties without the Supplier's approval.

Subsection 5.2. Any processing, intermediate products, materials, tools, etc. that the Supplier developed or arranged to be developed to be used for the deliverable shall be the property of the Supplier. This applies regardless of whether the developed items have been invoiced separately.

Subsection 5.3. The items referred to in subsection 5.2 may only be used for work for the Ordering Party and shall only be stored after separate agreement to this effect.

Section 6 Delay

Subsection 6.1. If a delay occurs, the Ordering Party is only entitled to terminate the agreement, subject to the reservations in subsection [3.1], if the Ordering Party, upon entering into the agreement, has specified the importance of delivery at a precisely determined time.

Section 7 Defects, complaints and termination

Subsection 7.1. The Supplier shall not be liable for errors that the Ordering Party has not fixed in writing during proofreading, including print, digital information, trial prints and the like.

Subsection 7.2. The Ordering Party is not entitled to a price reduction or to refuse to accept the goods ordered in the event of minor deviations from the approved sample or agreed specification.

Subsection 7.3. The Supplier shall be entitled to deliver a quantity that is up to 10 % above or below the agreed quantity. In cases where paper or other material has been manufactured specially for the order by other parties than the Supplier, the Supplier shall be entitled to a reasonable additional or reduced delivery in excess of 10 % of the agreed quantity, but not exceeding the material supplier's delivery terms.

Subsection 7.4. The Ordering Party must submit complaints about deficiencies with the deliverable within 24 hours of receipt. If a complaint is not made or if the Ordering Party submits a complaint after this deadline, the Ordering Party loses the right to make claims about the defect. The Supplier shall be entitled to remedy a deficiency if this can be done within a reasonable time.

Subsection 7.5. The Supplier is not liable for errors or defects that can be attributed to the Ordering Party providing paper or other materials for the deliverable.

Subsection 7.6. The Supplier shall not be liable for incorrect positioning of adhesive or inlaid elements if the Ordering Party has not given the Supplier precise written instructions for their positioning.

Subsection 7.7. The supplier provides no guarantee for missing or duplicate numbers for deliveries containing numbered works. For deliverables containing works which are numbered on receipt, any corrections to numbers will be charged extra.

Subsection 7.8. Unless specifically agreed between the parties, the purchased item may not be shipped to the United States, Canada and other overseas countries without separate product liability insurance applicable to those territories. The insurance shall be paid by the Ordering Party. The Supplier shall not be liable for claims which could be covered by such insurance.

Section 8 Liability

Subsection 8.1. In case of delay and in case of defects with the deliverable, the Supplier shall bear no liability where the delay or defect is due to: Faults with or damage to production equipment which has demonstrably caused delay or damage to production.

Subsection 8.2. Delayed delivery or a deficient deliverable shall be covered by the exemption from liability specified in subsection 8.1 if the cause of the subcontractor's delay or failure to perform is one of the circumstances specified in subsection 8.1 or if it is due to their business closing down.

Subsection 8.3. The Supplier shall not be liable for the Ordering Party's operating losses, loss of profit or other indirect losses, including losses resulting from the Ordering Party's legal relationship with third parties, cf. however, subsection 8.4, in the event of delay or defects in the deliverable.

Subsection 8.4. The Supplier shall be liable in the event of personal injury or damage to property caused by a supplied product if the object in question is, by its nature, normally intended for non-commercial use and is mainly used by the injured party accordingly. The Supplier shall only be liable for damage to commercial property only if it is proved that the damage was caused by errors made by the Supplier or its staff which could not have been prevented by the Ordering Party's inspection of the supplied products. However, the Supplier shall never be liable for damage caused to the production of the Ordering Party or others, to products packed in / labelled with the delivered products, or to objects in the manufacture of which these products are used, unless it is proven that the Supplier has acted with gross negligence. The Supplier is never liable for operating losses, loss of profit and other indirect losses. In the event that the Supplier is held liable to a third party for commercial property damage beyond the established limits of the Supplier's liability, the Ordering Party shall be obliged to indemnify the Supplier for this as well as for legal costs.

Subsection 8.5. The Supplier shall not be liable for the Ordering Party's lack of authority to reproduce, duplicate or publish writing, pictures, drawings, patterns, illustrations, texts, trademarks, other business signs and other trade dress, including design or other items that may be subject to the rights of third parties. If the Supplier incurs liability

towards a third party as a result of the Ordering Party's lack of authority to exploit the third party's accrued rights, the Ordering Party shall indemnify the Supplier for such liability.

Subsection 8.6. The Supplier is not liable for loss of or damage to property, such as originals, materials and the like, which do not belong to the Supplier but which have been entrusted to the Supplier by the Ordering Party for the purpose of performing an agreed task or for storage, including storage of work performed by the Supplier. However, the Supplier shall be liable if it is proved that the loss or damage resulted from gross negligence on the part of the Supplier or its staff. The Ordering Party is responsible for insuring the object against damage and destruction.

Subsection 8.7. Additional conditions for DTP work: The Ordering Party's quality control department assumes full liability at the start of printing. In the event of defects in printing forms, including printing plates, film, files, etc., the Supplier cannot be held liable for any resulting loss, but is only obliged to supply new, corrected printing forms.

Section 9 Subcontractors

Subsection 9.1. The Supplier is entitled to subcontract all or part of the work to subcontractors.

Section 10 the Danish Sale of Goods Act

Subsection 10.1. Danish law, including the Danish Sale of Goods Act, shall apply to this agreement to the extent that the legal position is not laid down in the text of the agreement or in these terms of sale and delivery. Any dispute concerning the interpretation of the agreement or the performance and enforcement of its terms may only be brought before Danish courts, in accordance with Danish rules on jurisdiction.

Section 11 Personal data

Subsection 11.1. The Supplier registers personal data in the form of names and contact details of contact persons in connection with the handling of orders placed with the Supplier. The data is stored under the customer's name until the order portfolio is produced and then for at least five years, for accounting purposes.

Subsection 11.2. Customers who are data controllers under personal data legislation shall, when placing an order where the Supplier is the data processor, warrant compliance with the duty of disclosure to the data subjects in the material to be used in the Supplier's production.

Subsection 11.3. Processing of personal data by the Supplier is carried out in accordance with the guidelines described in the Supplier's data protection policy. Furthermore, we also comply with the guidelines described in our data processing terms and conditions. The data protection policy and the data processing terms are available at https://effection.dk/cookie-privatlivspolitik/

Subsection 11.4. The processing of cookies on the website www.effection.dk and other websites and webshops operated and owned by Effection A/S takes place in accordance with the guidelines described in Effection A/S' cookie and privacy policy, which is available via www.effection.dk

Section 12 Force majeure

Subsection 12.1. In no event shall the Supplier and the Ordering Party be liable for circumstances that may be described as force majeure, including but not limited to, war, riots, strikes, fires, natural disasters, currency restrictions, import or export restrictions, interruption of general traffic, interruption or failures in energy supply or communication systems. If the Supplier or the Ordering Party is affected by force majeure, it is incumbent on this party to inform the other party as soon as possible. If the party fails to comply with this notification obligation, the party shall be liable as if there were no force majeure situation. Supplementary terms of sale and delivery in connection with the renovation and refitting of shops, etc. These conditions apply to the offer and the deliverable, unless otherwise agreed in writing. In these terms, the "Supplier" shall refer to Effection A/S and the "Ordering Party" shall refer to you, the customer.

Section 13 Services and deliverables

Subsection 13.1. Services and deliverables, including winter measures, that are not described in the offer and its annexes are not included in the offer price.

Subsection 13.2. The Supplier shall not be liable for services initiated by the buyer without the Supplier's knowledge and these shall be at the purchaser's own risk and expense.

Section 14 Schedule and involvement

Subsection 14.1. Compliance with the schedule is conditional on the building/premises being taken over in a cleared condition (in the case of new construction) at the agreed time and that any prior works and deliverables by other contractors are completed by the time the building/premises are handed over to the Supplier for further work.

Subsection 14.2. If, during the performance of work/deliveries additional work/deliveries is requested, this must be agreed with the Supplier's project manager. As far as possible, this additional work will be carried out provided it does not delay the agreed schedule. If the additional work/delivery cannot be carried out within the agreed schedule, this must either be extended or the work must be carried out as soon as possible after completion of the

work included in the offer. Additional work/deliveries will be invoiced separately according to the price list. Extra design, extra construction management, mileage, bridge tolls, etc. will be invoiced at the lowest cost.

Subsection 14.3. If other suppliers/craftsmen are present at the building site at the same time as the performance of the service agreed with the Ordering Party, and these suppliers/workers do not reach an agreement with the Supplier, the Supplier must, for planning purposes, be provided information about their schedules before the Supplier prepares its schedule. In order to respect the schedule, other contractors must not delay the Supplier's fitters.

Subsection 14.4. If it has been agreed that the Ordering Party or its staff shall participate in the conversion by moving of goods, furniture, etc. it is assumed that this will be done in accordance with the concluded agreement, which is a prerequisite for compliance with the schedule.

Subsection 14.5. The prices quoted in the offer are based on work and deliveries being carried out during normal working hours, unless otherwise specified in the offer. Normal working hours / hourly rates are set out in a separate annex.

Section 15 Construction and takeover

Subsection 15.1. It is assumed that any work/deliveries carried out by other contractors prior to the handover of the building/premises to the Supplier have been carried out in accordance with the rules and standards applicable to the industry.

Subsection 15.2. It is assumed that there is access to electricity, water and heating in the building/premises to the extent necessary, unless otherwise described in the offer.

Subsection 15.3. It is assumed that the building/premises are dry at the time of takeover. If the surfaces of the building/premises are found to have a moisture content in excess of that recommended for the particular work to be carried out, dehumidification/drying costs will be considered as an additional deliverable / extra work to be charged at the lowest cost, unless otherwise specified in the offer. The agreed schedule is likely to be extended by the time needed for dehumidification/drying. If the buyer would like the work to be carried out even if the moisture content is too high, the Supplier shall bear no liability for any consequential damage that may arise in connection with this.

Subsection 15.4. Reservations are made for hidden or defective structures and installations which were not immediately accessible during the inspection of the building/premises prior to the preparation of the offer and for structures which cannot form the basis for further construction as planned.

Subsection 15.5. Reservations are made for hidden damage caused by, e.g., rot, fungus, insects, water, frost and the like, which may appear during the execution of the construction work/fit-out and which could not be immediately ascertained during an inspection of the building/premises prior to the preparation of the offer.

Subsection 15.6. Reservations are made for the possible presence of non-approved materials in the building/premises, e.g. asbestos. All work related to the dismantling and disposal of these materials is not included in the offer, unless otherwise described in the offer.

Subsection 15.7. No liability is assumed for the legality of previously executed construction work. If, in the course of carrying out building work, illegal structures are found, remedying this issue shall constitute extra work and will be settled at the lowest cost according to invoice.

Subsection 15.8. If one or more of the above unforeseen situations or other unforeseen situations occur, the Ordering Party may be invoiced for any costs for extra construction management, extra measures necessary to complete the project on time, unaccounted overtime, etc. Any consumption of materials will be charged on a consumption basis. The Supplier reserves the right to change the schedule should such a situation arise.