

General terms of sale and delivery as of 1 June 2021

ShopConcept A/S, CVR-nr. 11 16 99 96

1. General provisions

The present terms of sale and delivery apply to any purchase you make from ShopConcept A/S, CVR no. 11 16 99 96 (hereinafter "ShopConcept"), unless otherwise agreed in writing. Thus, these terms of sale and delivery also take precedence over any conflicting or diverging provisions set out in the order placed by the purchaser, the purchaser's acceptance or in any of the purchaser's conditions of sale. Design and sketch presentations, display solutions, shop fittings, shop in shops, installations, concepts and other goods and services supplied by ShopConcept are hereinafter collectively referred to as "**products**" or "**the products**".

2. Offer and acceptance

An offer is valid for thirty (30) days from the date of the offer unless otherwise stated in the offer.

Upon receipt of acceptance, ShopConcept sends an order confirmation. Only orders for which a written order confirmation has been provided by ShopConcept are binding on ShopConcept and only on the conditions set out in the order confirmation.

3. Prices and oversupply or undersupply

All prices are excluding VAT. ShopConcept is entitled to demand that an agreement already concluded be renegotiated subject to ShopConcept documenting price changes from ShopConcept's suppliers, price increases of materials, changes in foreign exchange rates, increases in taxes, freight and the like. If ShopConcept and the purchaser fail to renegotiate a new agreement, ShopConcept is entitled to withdraw from an agreement already concluded without the purchaser being entitled to make a claim against ShopConcept in this respect.

In the event that the goods are custom-made, ShopConcept reserves the right to oversupply or undersupply by up to 5% of the quantity ordered. Any oversupply or undersupply is counterbalanced by a corresponding adjustment of the invoice amount.

4. Delivery and delay

The time of delivery is to be determined in connection with the conclusion of the agreement, see section 2. It is noted that the term "delivery" refers to the scope and contents of the parties' agreement, see section 2, and delivery may therefore include installation of the products if this is part of the agreement between the parties. Unless otherwise agreed between the parties, see section 2, delivery is made ex ShopConcept's warehouse.

If the delay in delivery is due to delay or difficulties in delivery on the part of the sub-suppliers of ShopConcept, irrespective of the reason, or force majeure, the delivery time is extended by the number of days the impediment to delivery has been present. If the delay in delivery is due to circumstances attributable to the purchaser, for example changed requests in relation to the products, the time of delivery is extended accordingly.

ShopConcept is obliged to immediately notify the purchaser of any delay. In case of a delay attributable to ShopConcept and for which Nord ShopConcept is responsible and which cannot be attributed to force majeure or the like and which exceeds fifteen (15) days, the purchaser is entitled to give ShopConcept a period of

at least 10 working days to deliver. If ShopConcept fails to deliver in accordance with the parties' agreement within the period set by the purchaser, the purchaser is entitled to cancel the agreement.

If ShopConcept is responsible for the delivery, the purchaser is obliged to notify the carrier of any visible damage at the time of delivery.

5. Payment and ownership reservation

Payment must be made upon delivery or on the payment date designated in the invoice, unless otherwise agreed in writing.

If the purchaser fails to make timely payment, ShopConcept is entitled to claim interest on the amount due by 1.5% per month or fraction of a month from delivery or the agreed time of payment and until payment is made.

The products remain the property of ShopConcept until the entire purchase price and any interest and costs, including claims related to shipping, as well as any amount to which ShopConcept is entitled to under the contractual relationship between the parties have been fully paid. ShopConcept retains ownership of all agreements with a purchase price (including any prepayment) exceeding DKK 2,000.

6. Notice of lack of conformity of goods, defects and return

Immediately after the products are received at the delivery address or after any installation is complete, the purchaser shall make the required inspection of the products.

If the purchaser wants to rely on a defect, the purchaser shall immediately, and before the products are installed/put into use, and no later than five (5) working days after the defect is or ought to have been discovered, inform ShopConcept in writing and state the nature of the defect. If the purchaser has discovered or ought to have discovered the defect or the purchaser has installed the products/put them into use, and the purchaser has not given notice of defects beforehand, the purchaser cannot rely on the defect at a later date. Moreover, the provisions of the Danish Sale of Goods Act shall apply.

By choice of ShopConcept, the defects in products will be remedied or a delivery in replacement be made, and the purchaser is not entitled to cancel the purchase as long as ShopConcept's efforts to remedy or make replacement delivery are ongoing. Remedying or replacing the products requires that the purchaser returns the products to ShopConcept.

ShopConcept does not accept products returned without prior agreement.

7. Limitation of liability

Any claim for damages against ShopConcept cannot exceed the invoice amount for the product sold.

ShopConcept is not liable for operating losses, loss of profits, including any direct or indirect losses, arising as a result of delays or defects in the products or circumstances caused by force majeure.

8. Product liability

ShopConcept's product liability is disclaimed to the widest extent possible and any product liability can be imposed on ShopConcept only where required by applicable law. Thus, ShopConcept is not liable for any property damage and/or personal injury caused by the products or any end product into which the products may eventually be incorporated, unless mandatory law requires otherwise. The purchaser is, to the widest possible extent, obliged to indemnify ShopConcept for any claim relating to product liability made against ShopConcept by aggrieved parties or others.

9. Marketing material and intellectual property rights

All information, including design and sketch presentations, logos, etc., appearing in catalogues, advertisements, illustrations and presentations on ShopConcept's website and the like, is for information only. Such information is binding only to the extent that it appears on ShopConcept's order confirmation or other written agreement.

It is noted that all intellectual property rights relating to the products such as drawings, designs and sketch presentations, concepts, offers, marks, logos, technical solutions, etc, belong to ShopConcept and cannot be re-assigned, copied or made available to other manufacturers or intermediaries without ShopConcept's written consent. The purchaser is not entitled to modify, further develop or duplicate such material and the products without ShopConcept's prior written consent.

By violation thereof, ShopConcept is entitled to terminate any cooperation/trade relationship with the purchaser whereupon the Purchaser, upon receipt of written request from ShopConcept, is obliged to hand over all material received from ShopConcept. Furthermore, ShopConcept is entitled, without provision of security, to take out an injunction and raise claims for damages against the continued use of ShopConcept's material.

10. Disputes

All disputes between ShopConcept and the purchaser are to be decided at the jurisdiction of ShopConcept in Horsens, Denmark, and in accordance with Danish Law, except for any conflict of laws rules that may refer the dispute to another jurisdiction.

11. Processing of personal data

As part of the customer relationship, ShopConcept processes several personal data about the purchaser for customer administration purposes, including delivery of the ordered products, invoicing, marketing, etc. The processing is carried out in accordance with applicable data protection legislation, in particular the General Data Protection Regulation and the Data Protection Act, and personal data is processed confidentially.

ShopConcept's "Privacy Policy", which contains details of ShopConcept's processing of personal data, including the rights and freedoms of the data subject, is available at our website www.shopconcept.dk and can be read here: <https://shopconcept.dk/privatlivspolitik/>

Upon entering into an agreement with ShopConcept and adopting these terms of sale and delivery, the purchaser declares to have read and understood ShopConcept's privacy policy.

