



General Terms & Conditions

for Entertainment Trading ApS

Valid from 1st of June 2004

This version of General Terms & Conditions replaces all previous versions

The General Terms & Conditions found herein shall apply to all Business-to-Business transactions made by Entertainment Trading ApS (Entertainment Trading) to sell goods and services to the Customer. Any additional or different terms may only be valid if made in writing and accepted by both parties.

1. The Sale

- 1.1. Orders can only be accepted if the Customer has been approved and established with Entertainment Trading. The Customer is responsible for providing all relevant and necessary information to conduct a legal business relation, and to keep this information up to date. Entertainment Trading cannot be held responsible for any missing or inaccurate information.
- 1.2. Any order placed by the Customer, regardless of whether a deposit has been paid, shall be subject to availability and shall not be binding for Entertainment Trading in the event the Products cannot be obtained.
- 1.3. All sales are made upon the conditions found herein and are final. The Customer may never return the Products unless they are found to be defective or other ways erroneous.
- 1.4. All orders are binding and may not be cancelled unless specifically agreed with an authorized representative of Entertainment Trading.
- 1.5. By accepting the Products, the Customer shall be deemed to have agreed upon the conditions stated on the invoice or any other subsequent documents from Entertainment Trading.
- 1.6. The terms and conditions set forth herein may in some instances conflict with some terms and conditions set forth in purchase orders or any other documents or communication from the Customer. This shall not be regarded as a waiver of any of the terms hereof. A duly authorized manager of Entertainment Trading must agree to any changes in the terms and conditions set forth herein before they are binding for Entertainment Trading.

2. Prices

- 2.1. All prices are stated in DKK unless otherwise clearly stated and are exclusive of taxes and freight.
- 2.2. The Customer pays a price that is based on Entertainment Trading's official price list unless another price has been agreed upon in writing. The official price list is available upon request from Entertainment Trading.
- 2.3. All prices are subject to change without notification. Entertainment Trading are entitled to change the price until the day of delivery if unexpected cost due to rise in currency exchange rate or other charges which are outside the control of Entertainment Trading is incurred.

3. Carriage

- 3.1. Carriage shall be provided by a common carrier, at the Customer's risk and expense. Carriage charges will be added to all quoted prices and added to the invoice unless otherwise agreed.
- 3.2. Part deliveries are all subject to carriage charges.

4. Terms of Payment

- 4.1. Unless otherwise agreed, the standard terms of payment are: Cash on Delivery or Wire Transfer in Advance.
- 4.2. Late payment is subject to 1.8% interest per month overdue.
- 4.3. Entertainment Trading may at its discretion choose to factor or sell any invoice, and the claim attached hereto, to an appointed financial services company. The Customer shall be duly informed if the claim has been factored or sold, where after the invoice may only be settled by payment to the appointed financial company. Late payment of a sold invoice will be subject to charges and/or interest according to normal practice of the appointed financial company.
- 4.4. Any balance that arises in due to issued credit notes in favor of the Customer cannot be paid out but will be put against the next invoice that is issued.
- 4.5. Entertainment Trading does not accept interest rates placed upon Purchase Invoices for deliveries made to Entertainment Trading, whether or not said invoices are over overdue.

5. Title to the Goods

- 5.1. Entertainment Trading shall reserve and retain the title to the goods delivered under the terms set forth herein, until Entertainment Trading receive all outstanding payments from the Customer. The Customer shall be responsible for taking out insurance for the goods and keeping the goods insured until payments has been settle in full.

6. Delivery and Risk of Loss

- 6.1. Any delivery time is approximate only and based on the conditions at the time of the Customer's order. Unless otherwise agreed, delivery shall be complete upon transfer of possession to a common carrier, ex works shipping point, upon which all risk of loss, damage to or destruction of the goods shall pass to the Customer.
- 6.2. Unless otherwise agreed in writing, the means of shipment will be at the discretion of Entertainment Trading.
- 6.3. Entertainment Trading will make part shipments when possible and will submit invoices for part shipments. The Customer is able to set a minimum

order value that has to be met before part shipment will be made.

7. Force majeure

7.1. Entertainment Trading will make all efforts to complete shipment, but shall not be liable for any losses or damages, or for any delay of a delivery, arising out of circumstances beyond its control, including, but not limited to, fire, acts of God, and acts of government or compliance with any government rules or regulations.

8. Warranty

- 8.1. Unless otherwise agreed in writing, Entertainment Trading warrants the goods sold hereunder against defects in the normal use thereof that arise solely from faulty materials or workmanship. Any warranty given to Entertainment Trading by its supplier shall be passed on to the Customer in under the terms set forth in such warranty.
- 8.2. No warranty extended by Entertainment Trading shall be apply to any goods that are defective due to misuse, neglect, improper installation, soldering or accident, or to goods sold as "used".
- 8.3. The Customer is obligated to check the goods upon receipt and to report any claims in due time and within three (3) days from receipt of goods.
- 8.4. The foregoing warranty and the Customer's exclusive remedy hereunder will be a refund of the Customer's purchase based on the market price of the day of receipt of the Products.

9. Liability

9.1. Except for Customer's sole and exclusive remedy set forth in paragraph 8, Entertainment Trading shall have no liability or obligation to the Customer or any persons for any claim, loss, damage or expense of any kind caused in full or in part – directly or indirectly – by the inadequacy of the Products for any purpose, any deficiency or defect in any of the Products whether or not covered by the any warranty, the use or performance of any of the Products, and interruption or loss of service use or performance of any Products pr any special, direct, indirect or consequential damage or loss without

limitation, personal injury or loss of business or profits, or other damage, regardless of whether the Customer has informed Entertainment Trading of the possibility or likelihood of such damage or loss or any other damage or loss.

- 9.2. The Customer agrees to indemnify and compensate Entertainment Trading for any and all liabilities, loss, cost or damage described in the proceeding sentence, except for the sole and exclusive remedies set forth in paragraph 8, from claims from any party or parties (including without limitation, claims by Customer's customer, employees and similar) for personal injuries or death or damage to property (tangible and intangible) arising out the existence or use of the Products or any defect in the Products, whether or not such liability, loss, cost or damage in incurred in full or in part by any actual or alleged act or omission by Entertainment Trading, its employees, suppliers or vendors, or by any defect in the Products, regardless of whether it is contended that Entertainment Trading contributed thereto in full or in part or was responsible for this by reason of a non-delegable duty.
- 9.3. Entertainment Trading reserves the right to grant credit for the value of goods found to be defective under the terms of the warranty. The warranty shall be granted on the express conditions that (1) immediate written notice of any defect shall be given to Entertainment Trading and (2) Entertainment Trading inspection reveals the Customer's claim to be valid under the terms of the warranty.

10. Limitations of Liability

10.1. In no event shall Entertainment Trading be liable for any loss of use, revenue, profit, custom, or any direct, indirect consequential or punitive damages, arising out of, connected with, or resulting from sale or use of goods delivered hereunder.

11. Disclosure

11.1. Any agreements, orders, pricing or technical information supplied by Entertainment Trading to the Customer in connection with a sale of goods shall be treated confidentially and my not by reveal to any third party or parties.

Entertainment Trading Bank and Company Information

Company Information

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