

General sales and delivery terms for De Studerendes Erhvervskontakt

1. General information

General information De Studerendes Erhvervskontakt
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2. Application

2.1 Application: General terms and conditions of sale and delivery (the "Terms") apply to all agreements regarding De Studerendes Erhvervskontakt, CVR no.: 14 68 60 02, ("DSE") sale and delivery of products that DSE sells to its customers.

3. Terms of Service

3.1 Terms of Service: The terms and conditions, in collaboration with the customer's registration, DSE's offer and order confirmations, form the overall Terms of Service regarding DSE's sale and delivery of products to the customer ("Terms of Service"). The customer's possible comments on the Terms of Service do not apply between the parties, just as the customer's possible purchase conditions printed on orders or otherwise notified to DSE do not count as a part of the Terms of Service.

3.2 Amendments and additions: Amendments and additions to the Terms of Service are only valid and binding if the parties have agreed to them in writing, although DSE shall be entitled at any time to amend the Terms and Conditions without notice.

4. Offers, orders and order confirmations

4.1 Offer: Registrations from the customer are considered as an offer to DSE to enter into an agreement. A binding agreement is only entered when DSE sends an order confirmation to the customer. Changes in price as a result of requirements from public authorities, including – but not limited to – VAT and tax changes, or price changes from sub-suppliers over which DSE has no influence, can take place without notice.

4.2 Order confirmations: DSE will confirm or reject an order at the earliest convenience. Confirmations and rejections of orders must be in writing form to be binding. No agreement has been concluded until DSE has confirmed an order in writing.

4.3 Instead of sending an order confirmation, DSE may choose to send an invoice to the customer. This has the same effect as if DSE had sent an order confirmation to the customer.

4.4 Change of orders: The customer can only change a placed order with written acceptance from DSE.

4.5 Incongruous Terms: If there are discrepancies between DSE's order confirmation and the customer's order or the Terms of Service, and the customer does not wish to accept the inconsistent terms, the customer must notify the DSE in writing no later than 3 working days after receiving the order confirmation. Otherwise, the customer is bound by the order confirmation.

4.6 Purchase order number: If the customer wishes to have a purchase order number applied to invoices from DSE, it is the customer's sole responsibility to provide such a number before DSE sends its order confirmation. It is the customer's responsibility to provide any separate purchase order numbers for each registration/order. After the order confirmation has been sent, the customer is not entitled to have a purchase order number affixed, as DSE can, however, at its discretion, choose to accommodate the customer's request in this regard. The customer may under no circumstances withhold payment as a result of a missing or incorrect purchase order number on the invoice.

5. Cancellation by customer

5.1 Deadline: The customer can cancel the agreement with DSE after receiving the order confirmation or, if no order confirmation is

sent, invoice . A cancellation must be in writing and sent by email to salg@studerende.dk. The deadlines for cancellation are described in Appendix A. For a cancellation to be binding, it must be confirmed by DSE.

5.2 Fee: When the customer cancels the agreement, cf. Appendix A, an administration fee of DKK 5,000 excl. VAT per ordered product is charged to the customer.

5.3 If the customer cancels after the deadline in Appendix A, DSE is entitled to full payment for all products ordered.

6. Cancellation by DSE

6.1 Cancellation: In the event of cancellation of an arrangement due to circumstances for which DSE is not responsible, DSE has the right, but not the obligation, to move the date of a given arrangement. If the customer cannot attend on the new date, the agreement is considered canceled. In this particular case, the customer is entitled to a refund of 65% of the participation fee.

7. Price and payment

7.1 Price: The price for products follows DSE's current price list and stated prices in the sales material at the time DSE confirms the customer's order unless the parties have agreed otherwise in writing. All prices are excl. VAT.

7.2 Payment: The final payment deadline is 30 days net paid unless otherwise agreed. The payment deadline will always appear on the invoice from DSE.

7.3 DSE reserves the right to withhold delivery until full payment has been made. This includes the right to withhold repurchasing rights

7.4 Warranty provision: At the request of DSE, the customer is obliged at all times to provide a bank guarantee as security for payment.

8. Delivery

8.1 Subcontractors: DSE is entitled to fully or partially have any work carried out by

subcontractors without the customer being able to raise any objections.

9. Regarding DSE events

9.1 The customer and his staff is subject to, and must comply and obey to, i) DSE's guidelines and regulations, ii) the agreement between DSE and the customer, iii) regulations and recommendations from any public authority, iv) any technical regulation regardless of the issuing part, v) rules and regulations issued by the owner of the exhibition area, vi) fire regulations and orders given by the fire authorities, vii) health authorities, and viii) any other private or public authorities having regulatory authority.

9.2 DSE may expel a customer and his staff if the customer and/or his staff are not complying with any part of sect. 9.1, or if the customer and/or his staff actions are incompatible with DSE's values, public recommendations, or in any other way deemed inappropriate. Any expulsion is at DSE's sole discretion with no access to appeal.

9.3 If a customer is expelled, DSE may dispose of what was rented by the customer without the customer having any claim for reimbursement.

9.4 DSE reserves the right to require particularly noisy equipment to be muted. Noise includes both acoustic and electrical/magnetic noise.

9.5 DSE has sole discretion to name the fair areas. Should a fair area be named after a competitor to a customer or after a business with whom a customer has a dispute or in general does not sympathize, the customer is not entitled to any damages nor cancellation of an agreement with DSE.

10. Especially regarding DSE Messe Aalborg

10.1 DSE reserves the right to change the stand location agreed upon with the customer at its own discretion.

10.2 DSE reserves the right to make changes to the illuminated area of the exhibition hall under certain circumstances.

10.3 DSE reserves the right to make restrictions on the stand area agreed upon with the customer. However, restrictions can only be made against a corresponding reduction in the participation fee, but otherwise, they do not entail any liability for damages for DSE.

10.4 The customer is obliged to keep his stand open and adequately staffed throughout the event's opening hours.

10.5 If the customer fails to comply with clauses 9.1 and 10.4, DSE may at its own discretion exclude the customer from future exhibitions and claim payment of DKK 10,000 excl. VAT for each day the customer does not comply with clause 10.4. In addition to this, DSE may claim damages in accordance with the general rules of Danish law.

10.6 The customer may only carry out marketing and/or recruitment outside the allocated stand area with special permission from DSE.

10.7 No exhibition equipment may be removed from the stand before the exhibition closes.

10.8 All exhibits must be removed from the exhibition area at the time described in the technical regulations issued by DSE.

10.9 If the Participant fails to comply with clause 10.8, DSE shall be entitled to remove all exhibition equipment at the customer's expense and risk.

10.10 DSE does not accept any liability for insurance, but ensures that the exhibition hall areas are supervised from Tuesday morning at 7.00 am until Thursday evening at 10.00 pm.

11. Especially regarding DSE Messe Lyngby

11.1 DSE reserves the right to change the stand location agreed upon with the customer at its own discretion.

11.2 DSE reserves the right to make changes to the illuminated area of the exhibition hall under certain circumstances.

11.3 DSE reserves the right to make restrictions on the stand area agreed upon with the customer. However, restrictions can only be made against a corresponding reduction in the participation fee, but otherwise, they do not entail any liability for damages for DSE.

11.4 The customer is obliged to keep his stand open and adequately staffed throughout the event's opening hours.

11.5 If the customer fails to comply with clauses 9.1 and 11.4, DSE may at its own discretion exclude the customer from future exhibitions and claim payment of DKK 10,000 excl. VAT for each day the customer does not comply with clause 11.4. In addition to this, DSE may claim damages in accordance with the general rules of Danish law.

11.6 The customer may only carry out marketing and/or recruitment outside the allocated stand area with special permission from DSE.

11.7 No exhibition equipment may be removed from the stand before the exhibition closes.

11.8 All exhibits must be removed from the exhibition area at the time described in the technical regulations issued by DSE.

11.9 If the customer fails to comply with section 11.8, DSE is entitled to impose an overtime fee per started half hour at DKK 650 excl. VAT, which will be invoiced to the customer no later than 30 days after the 2nd fair day.

11.10 If section 11.9 is exceeded by more than 2 hours, a fee of DKK 10,000 excl. VAT is imposed.

11.11 In the case of special agreements, the overtime fee applies after the time thus agreed.

11.12 If waste, defined as small waste that can be handled in an ordinary waste bag, is left on the stand, a fee of DKK 2,000 excl. VAT will be charged for its removal. All other waste left behind entails a fee of DKK 10,000 excl. VAT, which the customer is obliged to pay in addition to all other costs associated with the disposal of the customer's left behind waste, effects and material.

11.13 DSE assumes no compensation insurance liability but ensures the fairgrounds are supervised from Tuesday morning at 07.00 to Thursday evening at 10 p.m.

12. Late payment

12.1 Default interest: In the event of late payment from the customer, DSE is entitled to calculate a default interest of 2% per month from the due date until payment takes place.

12.2 Fees: Fees are imposed in accordance with the Interest Act, currently, DKK 100 per payment reminder and DKK 100 in collection fee. In addition, DSE is entitled to charge a compensation fee of DKK 310.

12.3 Cancellation: If the customer fails to pay an overdue invoice, DSE is, in addition to interest according to section 12.1, the right to (i) cancel the agreement on the sale of already delivered products to which the delay relates, (ii) cancel the sale of products that have not yet been delivered to the customer, or demand advance payment for this, (iii) demand payment if the customer had cancelled the order, and/or (iv) exercise other default powers.

13. Takedown

13.1 Takedown: The customer is obliged to take down and remove all exhibition material no later than 4 hours after the official end of an event. If this is not done, DSE is entitled, at the customer's expense and risk, to take down and dispose of all material when used by a third party. For any costs associated with this for DSE, the customer is obliged to pay by

invoice on demand from DSE, and DSE invoices all costs charged a reasonable fee for handling the customer's failure to dispose of and take down properly.

14. Marketing

14.1 Consent: The customer agrees and consents to DSE having the right to send advertisements, materials, and offers to the customer. The customer's consent must be understood as "Yes, thank you, we would like to receive marketing by email/SMS/MMS from DSE."

14.2 It is possible for the customer to unsubscribe from marketing at any time by contacting DSE and specifically stating that "The customer no longer wishes to receive marketing."

14.3 Marketing material: DSE has the right to use the customer's name, logo, and corresponding immaterial property rights for marketing products to students. Such marketing includes but is not limited to, marketing via printed material as well as digital advertising.

14.4 The customer warrants that the customer's name, logo, and other immaterial property rights used in DSE's marketing do not infringe the rights of third parties. In the event of infringements of any nature, the customer is obliged to indemnify DSE in any context for any costs that DSE may incur as a result of the customer's infringement of third-party rights, including – but not limited to – legal fees, damages, disposal costs of material as well as reprints of new material, etc.

14.5 DSE reserves the right to use all photos taken at events, as well as all material posted on DSE's own social media, for promotional purposes.

14.6 Correction: DSE assumes no responsibility for errors and omissions in printed or digital material that the customer has not corrected in proofreading, just as DSE cannot be held responsible for errors caused by DSE.

14.7 In the event of any errors in the final marketing material, where the customer can concretely demonstrate that the error in question has been corrected in a written correction from the customer to DSE but where DSE has not made appropriate changes in the final material, DSE is, at its own discretion, entitled to, but not obliged to offer a reduction in the customer's price.

15. Liability

15.1 Damages: The customer is responsible for any damage to persons, premises and fixtures caused by the customer, the customer's staff, the customer's suppliers, or the customer's display material.

15.2 DSE is not responsible for damages of any kind, either directly or indirectly, regardless of issue causing damages or loss. DSE is only responsible for property damage where it can be documented that the damage is due to gross negligence on the part of DSE and where the property damage should not have been prevented by the customer's proper checks.

15.3 Product liability: DSE does not assume any product liability unless such liability follows mandatory legislation.

15.4 Limitation of liability: DSE cannot be held responsible for damage to property or loss of material that the customer has entrusted to DSE for the purpose of solving a given task, storage, or anything else that DSE must take care of.

15.5 Regardless of any contrary terms in the Terms of Service, DSE's liability towards the customer cannot exceed the price of the products sold to which the liability may relate.

15.6 Indirect losses: Regardless of any contrary terms in the Terms of Service, DSE is not liable to the customer for operating losses, loss of profits and other indirect losses.

15.7 Insurance. The customer is obliged to take out all necessary insurances and includes DSE as the insurance cover on the policy.

15.8 Force majeure: Irrespective of any contrary terms in the Terms of Service, DSE is not liable to the customer for the non-fulfilment of obligations that can be attributed to force majeure. The freedom from liability remains as long as force majeure persists. Circumstances beyond DSE's control and which DSE should not have foreseen at the conclusion of the agreement and which result in the impossibility of delivery for DSE, are considered force majeure. Examples of force majeure are unusual natural conditions, pandemics, war, terror, fire, flood, vandalism and labour disputes, etc.

15.9 Powers of Default: The customer is not entitled to exercise any rights of default in the event of force majeure. DSE is entitled to wholly or partially move the location and date of an event, limit the customer's stand area, or cancel the agreement without incurring liability, directly or indirectly, towards the customer.

16. Processing of personally identifiable information.

16.1 Processing: DSE may process personal data in due compliance with the data protection regulation and law. Information about the customer's name, e-mail, telephone number, etc., is used only in connection with the customer's order and communication with the customer.

16.2 The data subject's rights: DSE complies with the data subject's rights (including the right to access, rectification, deletion, limitation of processing, objection, data portability, complaint, and the right not to be the subject of a decision based solely on automatic processing, including profiling).

16.3 Storage and disclosure: DSE stores the information for as long as is necessary for the information being processed. In addition, DSE does not pass on, sell, or otherwise transfer information to third parties unless the customer has given consent.

16.4 Contact: If the customer wants information about which data is being processed, the customer can contact DSE's data controller to have data deleted or

corrected. DSE is the data controller for personal data (administration of data).

16.5 Contact info: E-mail salg@studerende.dk or telephone (Lyngby) +45 45 93 22 23 or (Aalborg) +45 98 15 60 77. Since DSE is driven only by volunteer students, it cannot be expected that there is always someone at the office.

17. General

17.1 The customer is obliged to follow instructions of any kind from DSE and authorities, including, but not limited to, marketing, recruitment, and security.

17.2 Any form of political or religious information or marketing in connection with events is prohibited. DSE reserves the right to expel the customer in case of violation, and full payment will be charged from the customer. In addition, the customer is obliged to pay removal costs.

18. Applicable law and venue

18.1 Applicable law: The parties' trade is subject to Danish law in all respects.

18.2 Jurisdiction: Any dispute that may arise in connection with the parties' trade must be settled by a Danish court.

Appendix A - Cancellation deadlines

- 1.1 Pursuant to the General Sales and Delivery Conditions for De Studerendes Erhvervskontakt sect. 5.1 the following deadlines for cancellation shall apply if the customer wishes to cancel the agreement with DSE. It is the sole responsibility of the customer to ensure that all and any deadline is met, no exceptions shall apply.
- 1.2 In the event that the last day of possible cancellation is a Saturday, Sunday, or a public holiday, the deadline for cancellation is the last business day before.
- 1.3 A cancellation must be in writing and sent to salg@studerende.dk and DSE must confirm the cancellation for it to be valid.
- 1.4 All other terms in the General Sales and Delivery Conditions shall apply.

1.1 DSE Fair Lyngby

- 1.2 When purchasing DSE Fair Aalborg, the cancellation deadline is 3 months before the event, i.e. if the event date is April 1st, the deadline for cancellation is December 31st.

2.1 DSE Fair Aalborg

- 2.2 When purchasing DSE Fair Aalborg, the cancellation deadline is 3 months before the event, i.e. if the event date is April 1st, the deadline for cancellation is December 31st.

3.1 Pejling

- 3.2 When purchasing Pejling, the cancellation deadline is 3 months before the next occurring DSE Fair, i.e. if the event date is April 1st, the deadline for cancellation is December 31st.

4.1 Focus Night Lyngby

- 4.2 When purchasing Focus Night Lyngby, the cancellation deadline is 4 months before the event, i.e. if the event date is August 1st, the deadline for cancellation is March 31st.

5.1 Focus Night Aalborg

- 5.2 When purchasing DSE Fair Aalborg, the cancellation deadline is 4 months before the event, i.e. if the event date is August 1st, the deadline for cancellation is March 31st.

6.1 PRE-PAIR Ballerup/Lyngby

- 6.2 When purchasing PRE-PAIR Ballerup/Lyngby, the cancellation deadline is 3 months before the event, i.e. if the event date is April 1st, the deadline for cancellation is December 31st.