

Terms and conditions of sales and delivery

Agreement basis

The following terms and conditions for sales and delivery shall apply between the ordering party (hereinafter called the Customer) and the provider (hereinafter called All Creative A/S) to the extent they do not deviate from any written agreement between the parties.

1. Offer and agreement

- 1.1 Offers tendered in writing by All Creative A/S are only binding on All Creative A/S for 7 days from the date of the offer.
- 1.2 An agreement is entered into when the Customer's acceptance is received by All Creative A/S either as a verbal order, written order or via email. If the ordering party does not issue its express acceptance, an agreement is entered into when the provider has issued an order confirmation following receipt of an order.
- 1.3 This will apply in those instances where All Creative A/S sends a written order confirmation. The Customer is obligated, promptly and without undue delay, to lodge an objection if there are any deviations between that which is ordered and that which is confirmed. If an objection is not lodged, the sent order confirmation is binding on both the customer and All Creative A/S.
- 1.4 The offer is conditional upon and issued with the following provisos:
 - that in the offering phase the requested material is still available and that the expected production processes continue, in the offering phase, to be accessible for All Creative A/S.
 - that the customer does not require the work to be performed in partial deliveries instead of as a single total delivery as indicated in the offer.
 - that any material sent by the Customer is equal to that presupposed by All Creative A/S in its offer.
 - that materials and processes can be worked by machine as presupposed in the offer.
- 1.5 If the Customer, despite the agreement entered into, chooses to annul an already commenced order, the customer is obligated to pay for the time already spent as well as materials that have been ordered and perhaps partially or wholly pre-worked, incl. DTP and film work.
- 1.6 Some item groups have, in addition to the net price stated in the offer, an added statutory environmental charge, which All Creative A/S is legally obligated to collect for these special item groups.
- 1.7 All Creative A/S retains the right to use any produced product in its marketing, unless otherwise agreed in writing.
- 1.8 If the ordering party has requested the provider to prepare concept development, creative presentation, original materials etc., the provider is entitled to have such work paid for.

2. Price

- 2.1 All prices offered are exclusive of repro, film, form, packaging as well as VAT and shipping fees.
- 2.2 If, in the time up to completion of the delivery, increases in wages, material prices, public tariffs or other expenses are introduced, All Creative A/S is entitled to adjust the price in line with such documentable increases.
- 2.3 If, in the time up to completion of the delivery, decreases in wages, material prices, public tariffs or other expenses are introduced, the Customer is entitled to request the price be adjusted in line with such documentable decreases.
- 2.4 Prices in foreign currency are based on the exchange rate in Danish kroner that is current on the date of the offer or order confirmation. In the event of a currency exchange rate change before payment is completed, All Creative A/S is entitled to adjust the price in line with the documented exchange rate change.
- 2.5 In addition to the offered or agreed price, All Creative A/S is entitled to require payment for:
 - Extra work as a result of the base material the Customer has provided to All Creative A/S proving to be incomplete, unsuitable or defective.
 - Extra work as a result of the Customer requiring corrections or amendments to the delivered material after work has commenced.
 - Extra work as a result of the Customer performing more proofing rounds than the one round of proofing that is usual for the approval of each assignment.
 - Overtime work and other measures that are agreed with the Customer after the agreement is entered into.
 - Storage, delivery, handling and shipping of the Customer's digital or analog materials and tools after delivery has been completed. All Creative A/S always stores final film and repro materials, forms etc. for 12 months after delivery has been completed.
 - Extra work as a result of non-completion of the agreement in a single continuous production due to the Customer's circumstances.

3. Delivery

- 3.1 Delivery shall take place at the time agreed with the Customer, though with reservations for delays or obstacles that are due to:
 - The Customer's actions or negligence in relation to the agreement entered into.
 - The circumstances named in clause 8.1.
- 3.2 In the event of these delays, All Creative A/S is entitled to an extension of the delivery deadline or to rescind the agreement.
- 3.3 If an incident such as the above results in All Creative A/S's fulfilment of its delivery obligations being more expensive, All Creative A/S continues to be obligated to fulfil its delivery obligations, conditional upon the Customer declaring its willingness to pay the extra price calculated by All Creative A/S.
- 3.4 If no delivery time has been agreed, All Creative A/S shall decide the time of delivery.
- 3.5 If the Customer does not expressly communicate that the Customer wishes to collect the ordered goods itself or arrange for ordering a transit carrier, it is usual for All Creative A/S to ship the goods ordered with an ordinary approved Danish/international shipping company.
- 3.6 All Creative A/S delivers Ex Works and ships the ordered goods with freight charges in the bill, i.e. that All Creative A/S adds the cost to the invoice sent - unless otherwise agreed.
- 3.7 The transport itself, liability and risk are transferred to the Customer as soon as the goods are collected from All Creative A/S. All Creative A/S will naturally assist in providing the waybill number the consignment is dispatched under.
- 3.8 Always check the goods for transit damages on receipt, and that all goods listed in the packing note have been delivered. Goods which leave All Creative A/S are always correctly packaged and undamaged, this applies both to goods and packaging.
- 3.9 If damage has nevertheless occurred to the packaging or goods on receipt, attention must be drawn to this immediately and without delay, to both the carrier who delivered the goods and to All Creative A/S. If no note has been made on the delivery waybill and the driver who delivered the goods has signed the waybill for acceptance of this, all claiming rights for damaged or missing goods lapse.
- 3.10 Regarding unpacking and commissioning, please see section 7.7.

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4. Payment

- 4.1 Payment must be done either on the date indicated as final timely payment day on the offer, order confirmation or invoice or must be paid cash on delivery.
- 4.2 Interest is added from the due payment date at All Creative A/S's currently applicable rate.
- 4.3 At All Creative A/S's request, the Customer is obligated to present an irrevocable bank guarantee as security for payment. If this request is made after entering into the agreement, All Creative A/S is obligated to indemnify the Customer for any establishment costs associated with this.
- 4.4 All Creative A/S retains ownership rights over goods sold until the total purchase sum, with the addition of any repro and/or tools expenses and delivery expenses have been paid to All Creative A/S.
- 4.5 The ownership conditions stated in clause 4.4 give All Creative A/S the right, without delay and without notice, to collect the produced and delivered goods from the Customer, or the Customer's customer(s) if the goods have been sold on or simply delivered to another address if payment does not take place as agreed.

5. Ownership rights, copyright etc.

- 5.1 Copyright for the preparatory work and concepts, creative presentations, original materials and more developed by All Creative A/S is the property of All Creative A/S and may not without the approval of All Creative A/S be transferred to any third party.
- 5.2 That which All Creative A/S has provided or facilitated provision of in the way of preparatory works, interim products, materials, tools and more for use in the delivery remains the property of All Creative A/S. This applies irrespective whether that which is provided is separately, wholly or partially invoiced to the Customer.
- 5.3 That which the provider has provided or facilitated provision of in the way of preparatory works, interim products, materials, stamping tools and more for use in the delivery remains the property of the provider. This applies irrespective whether that which is provided is separately invoiced.
- 5.4 The materials are only stored for 12 months from the delivery date.

6. Delay

- 6.1 In the event of delay, the Customer is, with the provisos pursuant to clause 3, only entitled to rescind the agreement if at the time of entry into the agreement the Customer has highlighted the importance of delivery taking place at a precisely determined time.
- 6.2 All Creative A/S is not liable for delays of any kind if the delay can not be directly attributed to All Creative A/S's failure to exhibit due care to compliance with the delivery time.

7. Deficiencies

- 7.1 All Creative A/S has no liability for defects that the Customer has not corrected in writing during proofing, including print, digital information, sample prints or comparable.
- 7.2 The Customer is not entitled to a price reduction or to refuse acceptance of the delivered goods in the case of minor deviations from approved samples or agreed specifications.
- 7.3 All Creative A/S is entitled to over- or under-delivery up to 10% of the agreed print run. In those cases where materials or other have been specially produced for the order by other parties than All Creative A/S, All Creative A/S is entitled to a reasonable over- or under-delivery over 10% of the agreed print run, though at most equivalent to the material supplier's terms and conditions of provision.
- 7.4 The Customer is responsible for, immediately after receipt of the delivered goods, to file a claim for any deficiency in the delivery. All Creative A/S is entitled to remedy any deficiency, if this can be done within a reasonable time, without the Customer being entitled to any form of rebate. If a claim is not made promptly, the Customer loses the right to claim for the defect.
- 7.5 All Creative A/S is not liable for defects or deficiencies that can be attributed to the Customer itself providing material(s) or other for the delivery.
- 7.6 All Creative A/S is not responsible for the mis-placement of adhesive and/or bonded pockets as well as deposited elements if the Customer has not given All Creative A/S precise instructions in writing on the placement of these.
- 7.7 As a range of plastic products are susceptible to cold it is extremely important that deliveries in plastic acclimatise (reach normal room temperature) before unpacking and use. Claims regarding cold damages will not be accepted.
- 7.8 As a range of adhesive products are heat sensitive it is extremely important that these are stored at normal office temperature range (19 to 24 degrees Celsius) and are not exposed to direct sunlight. Claims regarding heat damage that can be attributed to incorrect storage will not be accepted.

8. Liability

- 8.1 In the event of delay and in the event of deficiencies in the delivery, All Creative A/S has no liability if the delay or deficiency are due to:
 - Manufacturing defects
 - Defects in or damage to production equipment that demonstrably have caused delay or damage to the assignment ordered.
 - Labour disputes of any kind.
 - Furthermore, every circumstance that gives exemption from liability if All Creative A/S has no control over the cause of the delay or incomplete fulfilment such as fire, water damage, natural disaster, war, mobilisation or unforeseen military conscription of equivalent type, requisitioning, seizure, insurrection, disturbances, currency restrictions, lack of transport means, general goods shortages, restrictions on energy supply, export and import prohibitions and other comparable force majeure situations.
- 8.2 Delay or deficient delivery is covered by the exemption from liability dealt with in clause 8.1 if the cause of a subcontractor's delay or incomplete fulfilment is one of the circumstances named in clause 8.1 or the company's dissolution.
- 8.3 All Creative A/S is not liable for the Customer's operating losses, loss of profit or other indirect loss, including loss as a result of the Customer's legal relations to a third party in the event of delay or deficiency in the delivery.
- 8.4 All Creative A/S is liable in the event that a delivered product causes personal injury or inflicts damage to things if the object in question is by its nature usually intended for non-commercial use and is primarily used by the injured party in accordance with this. All Creative A/S is only liable for commercial material damage if it can be documented that the damage is due to All Creative A/S committing an error that should not

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have been averted by the Customer's checking and use of the product. All Creative A/S is however never liable for damages inflicted on the Customer's or other party's production unless it can be documented that All Creative A/S has acted with gross negligence.

- 8.5 All Creative A/S is never liable for operating losses, lost profits or other indirect losses. In the event that All Creative A/S, in regard to commercial material damage, is made liable to a third party that exceeds the fixed limitations for All Creative A/S's liability, the Customer is obligated to indemnify All Creative A/S for this as well as for case costs.
- 8.6 All Creative A/S has no liability for the Customer's lack of legal grounds for the reproduction, proliferation or publication of writings, images, drawings, patterns, illustrations, texts, trademarks, other business identifying marks and other brand instruments, including form or other that may be subject to a third party's rights. If All Creative A/S incurs liability to a third party due to the ordering party's lack of legal grounds to exploit the third party's rights, the Customer must indemnify All Creative A/S for any such liability.
- 8.7 All Creative A/S has no liability for loss or damage to property, such as, for example, originals, materials and similar, which is not All Creative A/S's but has been entrusted to All Creative A/S by the Customer for the purpose of resolving an agreed assignment or for storage purposes, including the storage of assignments that All Creative A/S has carried out. All Creative A/S is however liable if it can be shown that the loss or damage is due to grossly negligent conduct on the part of All Creative A/S or its employees. The Customer must insure the item against damage and destruction.
- 8.8 Special conditions re. film and repro services: In the event of defects in printing forms, including printing plates and similar, All Creative A/S cannot be held liable for losses consequent thereto but is solely obligated to deliver new, rectified printing forms.

9. Subcontractors

- 9.1 All Creative A/S is, after its own evaluation, entitled to wholly or partially allow work to be carried out by a subcontractor.

10. Special packaging

- 10.1 Pallets, pallet frames and other packaging that can be reused is invoiced separately to the Customer. If these elements are returned in the same quantity and condition they were delivered to the Customer, the Customer shall be credited with the full amount.

11. Danish Sale of Goods Act

- 11.1 Danish law, including the Sale of Goods Act, shall apply to this agreement to the extent the legal position is not set out in the text of the agreement or in these terms and conditions of sale and delivery. Any dispute regarding the interpretation of the agreement or fulfilment and enforcement of its terms may only be brought before the Danish courts in accordance with Danish venue rules.

12. Dealer customers

- 12.1 Dealer customers waives, by their written or oral order, any right to demand that All Creative A/S may not in any way be in contact with his customer, whether this is another dealer or the end user in question. Likewise, the dealer customers does not reserve the right to demand that All Creative A/S may not serve other retail customers who, on an equal footing with the purchasing customer, serve the same end user. Any purchase conditions regarding fines and/or compensation claims to All Creative A/S, for the above conditions, sent in connection with a purchase or in other ways, the customer also waives in connection with each purchase made at All Creative A/S.

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See also allcreative.dk