



GENERAL TERMS AND CONDITIONS OF DELIVERY AND SALE

ZO24 ApS
Engdahlsvej 19A
7400 Herning

Danish business registration no.: 40928707

1 SCOPE

- 1.1 These general terms and conditions of delivery and sale (the "GTC") shall apply to all agreements entered into between ZO24 and the customer, unless specific terms are expressly deviated from by written agreement. Along with offers and confirmation of offers from ZO24, the GTC constitute the contractual basis of the agreement between ZO24 and the customer.
- 1.2 The GTC shall be forwarded to the customer and shall apply thereafter to all orders that are executed after the date of the forwarding.
- 1.3 The customer accepts the GTC upon confirmation of an offer from ZO24, or by placing an order with ZO24 after the customer has previously been made aware of the content of the GTC.
- 1.4 None of the customer's purchasing conditions and the like shall be binding on ZO24.
- 1.5 The customer is made aware that the GTC can be changed by ZO24 from time to time and is thus encouraged to investigate potential changes in the GTC each time an agreement is made with ZO24.

2 OFFER, ORDER, AND ACCEPTANCE

- 2.1 Offers made by ZO24 based on incorrect information, incl. sketches, etc., from the customer, shall be without responsibility for ZO24.
- 2.2 Unless otherwise stated, an offer shall be valid for 30 days after the offer date, but will be subject to the condition that subcontractor terms continue to apply at the time of customer acceptance.
- 2.3 There is no binding agreement between ZO24 and a customer before the customer has accepted a written offer on the proposed terms, or ZO24 have sent a written order confirmation, via email or otherwise, based on a purchase order from the customer.
- 2.4 The customer must inspect order confirmations. Any objections to the content of an order confirmation must be made immediately in writing.
- 2.5 In case an order confirmation is not identical to a customer's order or the contractual basis of the agreement, a customer must inform ZO24 of the discrepancy and a refusal of the terms no later than seven (7) calendar days after receiving the order confirmation. If not, the customer is bound by the agreement as constituted by the order confirmation.

3 CHANGE IN ORDERS

- 3.1 The customer cannot change an order made on goods without the written consent of ZO24.
- 3.2 Any production information, illustrations, drawings, and information about the technical data, e.g. measurements, materials, etc., in catalogues, brochures or any other advertising materials is only for guidance and is not binding.

4 TERMS AND PLACE OF DELIVERY

- 4.1 The terms of delivery shall be EX WORKS, Engdahlsvej 19A, 7400 Herning, Denmark - Inco-terms® 2020, unless otherwise agreed in writing.
- 4.2 ZO24's delivery shall only include the products specified in the order confirmation, and ZO24 undertakes to deliver, on the conditions stated in the GTC, products of the normal good quality with respect to materials and manufacture.

5 PRICES

- 5.1 Unless otherwise specified, all prices are exclusive VAT, costs related to freight and fees.
- 5.2 Unless otherwise agreed, the price shall be stated in Danske Kroner (DKK) the valid currency of Denmark.
- 5.3 ZO24 reserves the right without prior notice to change the accepted prices in the case of extraordinary changes in exchange rates, prices of production materials, production costs, wages, transportation costs, customs rates, in the case of a government intervention or any other event that is beyond ZO24's control (cf. the events stated in clause 14).

6 TERMS OF PAYMENT

- 6.1 ZO24 reserves the right to make any delivery subject to an upfront payment of 50% of the order value to be paid before bulk production, in which case the remaining 50% shall be paid at the delivery date.
- 6.2 A service fee will be added according to our standard price list.
- 6.3 ZO24 reserves the right to invoice the customer 1,500 DKK for a pre-production sample ("PP sample") for confirmation of the order. Upon completion of the order, the 1,500 DKK will be deducted the last 50% of payment, cf. clause 6.1.

6.4 If a credit period has been agreed and payment is not made on time, ZO24 shall be entitled to demand penal interest as from the due date at the rate of 1.5% per month. This shall be in addition to, and not in limitation of, any other rights or remedies to which ZO24 is or may be entitled at law or in equity.

6.5 The customer shall not be entitled to offset any counterclaim that ZO24 has not acknowledged in writing.

7 TITLE

7.1 The products that are sold shall remain ZO24's property until the entire purchase price has been paid as agreed.

8 DELAY

8.1 If ZO24 expects a delay in a delivery of goods, ZO24 will inform the customer of this, the reason for the delay and give a new expected delivery date.

8.2 If delivery is not made at the agreed time, the customer can demand for ZO24 to set a new delivery date within reasonable time and in no instance less than thirty (30) calendar days. If delivery is not made at the new date, the customer can terminate the agreement in writing to ZO24, unless the delay is caused by the customer's actions or omissions, or circumstances of force majeure, cf. clause 15, in which case the time of delivery shall be extended similarly.

8.3 Termination can only be made in part in case the delayed delivery only relates to a part of the order.

8.4 In connection with a delay, including termination on reasons of delay, ZO24 shall never be liable for operating losses, loss of earnings, loss of profit, or other indirect losses. ZO24's liability shall, furthermore, never exceed the invoice amount ex. VAT for the part of the delivery that has been delayed.

9 CUSTOMER'S DEFAULT

9.1 If after the time of delivery has arrived, the customer does not collect the products or request despatch, ZO24 shall be entitled to store and insure the products at the customer's expense and to forward an invoice for the delivery.

9.2 If despite a written request the customer does not collect the products, ZO24 shall – also if the products have been manufactured especially according to the customer's instructions or specifications – be entitled to sell these as best ZO24 can at the customer's expense.

10 RESPONSIBILITY FOR DEFECTS AND COMPLAINTS

- 10.1 The customer shall immediately upon receipt of the goods inspect the delivery to ensure that the goods are intact and in accordance with the agreement. In relation to quantity, minor deviations of up to 3% must be expected in relation to the number of agreed pieces.
- 10.2 The customer is deemed to have accepted the goods delivered unless written notice of complaints specifying the reasons for complaints is received by ZO24 immediately and no later than eight (8) calendar days after the delivery of the goods. After the expiry, no claim can be made relating to the any defect that the customer has discovered or should have discovered. Complaints shall not exempt the customer from paying the purchase sum on the due date.
- 10.3 Clause 10.2 shall also apply if the products are – at the customer’s request – forwarded directly to the customer’s supplier for print, embroidery, etc. It is also the customer’s re-sponsibility to inspect the delivery at the supplier in question before he or she applies the prints, etc.
- 10.4 If the delivery is defect, ZO24 shall be entitled to remedy the defect by means of repairs or a new delivery within a reasonable period. If the defect is remedied, the customer shall not be entitled to claim any remedy for the remedied defect, inclusive, but not limited to, price reduction or compensation.
- 10.5 ZO24 shall in no case be obliged to pay any costs that the customer may incur in connection with the determination of defects. The products that have been sold shall be re-turned to ZO24 in their original packaging and at the customer’s expense and risk in connection with remedy and redelivery.
- 10.6 In relation to defect goods, ZO24’s liability is limited to a refund of the purchase price excl. VAT for the defect goods less a reasonable amount for usage if applicable.

11 CANCELLATION

- 11.1 The products delivered by ZO24 are custom made. Therefore accepted orders constitutes binding agreements, that cannot be canceled, annulled etc., unless in case of qualified delay or defect, cf. clauses 8.2–8.3 and 10.

12 PRODUCT LIABILITY

- 12.1 ZO24 is solely liable for damages caused by the goods in accordance with the mandatory rules of the product liability act (in Danish: Produktansvarsloven). ZO24 is in no other way responsible for damages caused by the goods, including any indirect damages.

- 12.2 If the customer becomes aware of any damages, or a potential risk, as a result of any of ZO24's goods, the customer must immediately inform ZO24. To the extent ZO24 shall be deemed liable to any third party, the customer shall indemnify ZO24 for any amount ex-ceeding the purchase price excl. taxes.

13 LIMITATION OF LIABILITY

- 13.1 ZO24 shall in no case be liable for indirect losses, including operating losses, loss of earnings, liquidated damages, loss of time, loss of delivery, or other indirect losses, including such damages the costumer may incur towards a third party.
- 13.2 In the case of defects ZO24's liability shall never exceed the invoice amount, ex. VAT for the products in question.

14 FORCE MAJEURE

- 14.1 ZO24 shall not be liable for the non-performance or delay in fulfilling the agreements if this is due to war, riots, civil unrest, government intervention or public authority inter-vention, fire, epidemics or pandemics, strike, lock-out, export and/or import bans or re-strictions, mobilisation, vandalism, currency restrictions, delay and/or lack of deliveries from sub-suppliers, transportation hindrances, incl. ice hindrances or transportation ac-cidents, power supply and similar production difficulties or any other cause beyond ZO24's control ("Force Majeure").
- 14.2 If defect-free delivery or delivery on time is obstructed temporarily because of one or more of the above-mentioned circumstances, the delivery shall be postponed for a period corresponding to the duration of the hindrance with an addition of a reasonable period under the circumstances, allowing for a normalization of conditions. ZO24 shall in the above-mentioned cases inform the costumer of the change or the expected change of the time of delivery without undue delay. Delivery on the postponed date shall in any regard be considered to be on time.

15 INTELLECUTAL PROPERTY RIGHTS

- 15.1 All intellectual property rights, drawings, sketches, technical specifications, etc., shall be ZO24's property and shall not be copied or revealed to any third party without prior writ-ten consent from ZO24. Nor shall the products delivered be manufactured, imitated, or transferred to any third party with this purpose in mind.
- 15.2 Customer will have no right or licence in relation to any of ZO24's intellectual property rights, including but not limited to patents, patent applications, design rights, trade-marks, know-how, technology or inventions.
- 15.3 Customer must keep himself informed about the right to use third-party IP rights as far as such rights are included in or shown on products delivered under the agreement. This ap-plies, for example, in connection with the preparation of advertising material.

- 15.4 ZO24 has made reasonable and usual efforts to ensure that all products covered by the agreement are original and genuine first-grade products manufactured by the trademark holder, or alternatively under a valid licence, and that the products may lawfully be sold within the EU/EEA.
- 15.5 If required to do so, ZO24 is obliged to try to obtain documentation to this effect and, on request, to forward such documentation, including any declarations in substantiation thereof.
- 15.6 ZO24 is also obliged to assist the Customer by producing documentation, preparing declarations or making investigations etc. to the extent that this may be requested by Customer, in the event that a third party claims that the products are not genuine or cannot lawfully be sold within the EU/EEA.

16 GOVERNING LAWS AND VENUE

- 16.1 Any dispute between the parties arising out of the GTC shall be settled in accordance with Danish law. Danish international private law rules shall not apply.
- 16.2 Any dispute shall be settled before an ordinary court at ZO24's domicile at any time.