

GENERAL TERMS AND CONDITIONS OF TRADE

1. Scope

The present terms and conditions of trade apply for every agreement entered into with Creative ZOO (Danish business register no. 31249996) regarding the delivery of products and services.

2. Contractual basis

The contractual basis comprises the following documents:

One or more agreement documents including appendices, such as hourly rates and our general terms and conditions of trade (the present document) and delivery descriptions/offers/cost estimates (if any) or other documents describing the project or projects in question. The contractual basis may be expanded on an ongoing basis to ensure that it adequately covers de facto cooperation between Creative ZOO and the Customer. If cooperation expands into new areas, new agreements will be drafted to describe the new projects.

Binding offers will only be issued for assignments for which Creative ZOO has pertinent knowledge of the aim(s), duration and complexity of the project in question. As an alternative, Creative ZOO may often draft a cost estimate based on known premises. A cost estimate is for guidance only. It is never binding.

Changes, addenda or deviations from these documents will be made in writing and approved by both Parties. In practice, these are incorporated into the "Special provisions" clause of the agreement document.

3. Communication

The Parties agree as far as possible to communicate in writing, i.e. via e-mail or digital collaboration platforms that both Parties agree to use.

4. Contacts

Each Party will nominate a person responsible for collaboration between the Parties. The person responsible for the collaboration will be authorised to make binding decisions and enter into agreements.

The Parties may also nominate further contacts at their discretion. Contacts are obliged to resolve any enquiry received from the other Party quickly and in accordance with internal rules.

5. Products and services

The present terms and conditions of trade apply to all products and services delivered by Creative ZOO, regardless of format and delivery type.

6. Creative ZOO's obligations

The products and services that Creative ZOO sells and delivers to the Customer will be developed and delivered with reasonable skill and care and in a professional manner.

Creative ZOO does not accept responsibility for the application of products and services delivered, their conforming with applicable norms or their use for specific purposes, except by written agreement between the Parties. Creative ZOO does not accept responsibility for any damage caused by the products. Similarly, Creative ZOO does not carry a burden of compensation for such damage.

7. The Customer's obligations

The Customer is by agreement obliged to supply materials, including text, images and documents and otherwise to make resources available to the extent necessary to allow Creative ZOO to deliver its services on time and correctly.

Similarly, the Customer is obliged to make every effort to secure progress and meet the agreed production schedule. The Customer will notify Creative ZOO without delay of a postponement. If one or more project deadlines is/are significantly postponed, Creative ZOO reserves the right to adjust the delivery description (including the price), as the delay may be of consequence for the sum of resources needed to complete the project.

8. Fees

Unless otherwise agreed, Creative ZOO will charge fees for products and services in accordance with the applicable price list. Prices are stated ex Danish VAT.

Creative ZOO establishes the fee based on the applicable price list valid at any given time, including hourly rates, as well as the scope of the work and working hours spent. Creative ZOO may charge extra for urgent work or overtime.

The Customer will pay 50 per cent of the time Creative ZOO's employees spend travelling and reasonable expenses incurred in connection with travelling by road (taxi), sea, rail and air. The Customer will reimburse Creative ZOO's travel expenses at the applicable indicative rates for transport allowance determined by the Danish state.

Food and lodging expenses in connection with the delivery of products and services, as well as meals in connection with workshops and meetings, will be charged at cost price. The Customer is liable to reimburse Creative ZOO any expenses associated with the physical delivery and extraordinary postage and packing and copying at cost price plus 10 per cent.

The due date for payment of regular invoices is calculated at net 14 days from the invoice date. In the event of failure to pay by the due date, Creative ZOO will charge an additional 1.5 per cent interest per month or part thereof.

If the Customer fails to pay the fee charged within 14 days of receiving a written demand for payment, Creative ZOO reserves the right to cease all work for the Customer. Creative ZOO will notify the Customer in writing of any action to which Creative ZOO intends to resort, including (i) cancelling the sale of the products and services to which the delay pertains, (ii) cancelling the sale of products and services that are not yet delivered to the Customer or demanding prepayment for these, and/or (iii) taking other courses of action in the event of material breach, including claiming compensation.

Creative ZOO is entitled to update the applicable price list at any time. In the event of updating a price list, the new prices will be effective four weeks from publication of the new price list. To access the price list applicable at any given time, <https://czoo.dk/timepriser>

9. Quotations, cost estimates, delivery descriptions and orders

Creative ZOO's quotations, cost estimates and delivery descriptions are valid for a period of 14 days from the date of issue, unless otherwise stated. Creative ZOO is not legally bound by an approval of a quotation, cost estimate or delivery description that reaches Creative ZOO after expiry of the deadline for approval, unless Creative ZOO notifies the Customer of its acceptance.

Delivery descriptions and quotations shall essentially be regarded as inseparable, i.e. the Customer cannot accept or reject individual deliveries and services, unless the Parties have explicitly agreed to this eventuality.

Once submitted, the Customer may not change an order for products and services, except with Creative ZOO's approval in writing.

10. Delivery and approval

Creative ZOO will deliver the products and services agreed in accordance with the agreement between the Parties.

Depending on the nature of the assignment in question, it may be necessary to approve partial deliveries, in which case the Customer is obliged to approve delivery without undue delay.

Unless otherwise agreed between the Parties, Creative ZOO's project schedules, quotations, etc. are essentially subject to two correction rounds. In each case, the Parties will agree on a realistic length of time required to conduct a correction round for the specific project.

Creative ZOO will supply products and services by the delivery date agreed with the Customer. Creative ZOO is entitled to deliver before the agreed delivery date, unless otherwise agreed to the contrary. Creative ZOO is obliged to deliver on time, provided that the Customer has supplied material or approved partial delivery at the agreed delivery times and paid all invoices due.

If Creative ZOO expects a delay in the delivery of products and services, Creative ZOO will notify the Customer as soon as Creative ZOO becomes aware of a potential delay. Creative ZOO will notify the Customer of the reason for the delay and a new expected date of delivery.

The Customer is obliged to review all products and services on delivery.

11. Errors and defects

If the Customer discovers an error or defect for which it wishes to claim, the Customer must notify Creative ZOO in writing of the claim without undue delay. Failure to do so may result in a refusal on the part of Creative ZOO to recognise the error/defect. The Customer will submit to Creative ZOO any information regarding the reported error or defect that Creative ZOO may request. With regard to errors and defects, special conditions apply in connection with web projects. These will be described in the quotation/delivery description for the project in question.

Creative ZOO will determine within a reasonable period of time whether to accept a claim.

Creative ZOO will either remedy, repair or redeliver at its discretion. The Customer will be notified of the decision within

a reasonable period of time of accepting the claim. Creative ZOO is obliged to take such actions without delay.

Creative ZOO will not repair errors and defects caused by: (i) materials approved or delivered by the Customer, (ii) ordinary wear and tear, (iii) use of the materials other than in accordance with Creative ZOO's instructions or ordinary practice or for purposes other than those agreed, (iv) remedial action or changes made by a party or parties other than Creative ZOO or (v) other circumstances for which Creative ZOO is not responsible.

12. Liability

Each Party is responsible for its own actions and omissions in accordance with ordinary legal tenets and the constraints inherent to the contractual basis of this agreement.

Regardless of any discrepant provisions there may be in the contractual basis of the agreement, Creative ZOO's liability will not exceed 50 per cent of the net sales value of products and services for which Creative ZOO has invoiced the Customer in the last six months. The limitation of liability shall not apply if Creative ZOO has acted with intent or gross negligence.

When Creative ZOO adopts the role of data processor, the Customer as the data controller is liable to ensure compliance with applicable laws and guidelines. While, as the data controller, the Customer remains the legally liable party, Creative ZOO is willing to assist by providing advice and guidance in this field. The same applies in other matters related to data security, GDPR and similar measures.

If Creative ZOO enrolls the services of a subsupplier/subprocessor, Creative ZOO is responsible for ensuring that such parties comply with the same regulations as those the data controller has imposed on Creative ZOO.

Regardless of any discrepant provisions there may be in the contractual basis of the agreement, Creative ZOO is not liable for indirect losses incurred by the Customer, including loss of production, sales, profit, time or goodwill, except in the case of intent or gross negligence.

Creative ZOO is not liable vis-à-vis the Customer for any failure to fulfil its obligations caused by an incident of force majeure. Freedom from liability will endure for as long as the incident of force majeure endures. Incidents of force majeure are defined as circumstances beyond Creative ZOO's control that Creative ZOO could not reasonably have been expected to predict at the agreement commencement date. Examples of force majeure include unusual natural conditions, armed

conflict, terror, fire, flooding, vandalism and labour conflicts.
This list is not exhaustive.

If a delivery includes third-party deliveries, such as printing, coding and 3D, video or photo materials, Creative ZOO is not liable for such subsuppliers' terms and conditions regarding prices, delivery, etc.

13. Intellectual property rights

The agreement is subject to the ordinary tenets of Danish law regarding the intellectual property rights to materials produced by either Creative ZOO or the Customer.

14. Infringement of third-party rights

Creative ZOO is not aware that any of the services included in the agreement infringes the sole rights of any third party. Creative ZOO is obliged to take reasonable steps to investigate the intellectual property rights due to a third party.

Creative ZOO cannot guarantee that products and services covered by the agreement are or can be protected in pursuance of the Danish Trademarks Act, Copyright Act, Design Act, patent and utility model legislation or the Danish Marketing Practices Act.

In connection with the products and services delivered, Creative ZOO is not essentially liable for any infringement of third-party intellectual property rights, unless the infringement was intentional. If services covered by the agreement are later revealed to infringe third-party rights, the extent to which Creative ZOO is responsible for the infringement will be judged in accordance with ordinary compensation regulations in pursuance of Danish law.

If third-party rights are infringed, the Customer is obliged to make every effort to minimise any loss Creative ZOO may incur.

If elements, services or component parts of Creative ZOO's solutions are subject to licence terms or other types of rights that must be cleared with a third party, Creative ZOO is liable to draw the Customer's attention to the fact. Nevertheless, the Customer is liable at all times to prevent infringement of third-party rights associated with the Customer's actual use of the delivery. Examples include stock images, photos, music, model or speaker fees, software licences, fonts, plugins and other elements that may be subject to entitlement or licences.

15. Marketing

Creative ZOO is entitled to use the deliveries as references in its own marketing material, in line with standard business practices.

16. Confidentiality and non-disclosure

Neither Party may divulge, use or make available to others its counterpart's commercial secrets and any other information that is not publicly available at the time of entering the agreement. This duty of confidentiality also applies to the Parties' employees and affiliates in the same group of companies.

Neither Party may improperly obtain or attempt to obtain information about or access to its counterpart's confidential information. The Parties will store confidential information responsibly to prevent accidental communication to unauthorised parties. Confidential storage may be achieved by electronic means, by stamping documents or by physically restricting access to documents and information.

The Parties' obligations in pursuance of these provisions will apply for the duration of their cooperation and for an unlimited period of time after termination of the cooperation, no matter the reason for its termination.

17. Applicable law and legal venue

The Parties will attempt to resolve any dispute by means of negotiation. If negotiations are fruitless, disputes will be settled under the ordinary tenets of Danish law with the Danish Maritime & Commercial Court as the legal venue.