

Conditions of Sales for De Studerendes Erhvervskontakt

March 5, 2015

§ 1. Common part

The following terms and conditions of sales (5/3 2015) form the basis of the contract between the participating company, from now on referred to as the participant, and De Studerendes Erhvervskontakt (Students' Business Relations), from now referred to as DSE, unless it deviates from an explicit written agreement between the involved parties.

§ 2. Conditions of Agreement

2.1 Registrations from the participant are first seen as contractual for DSE when the order confirmation has been sent to the participant.

2.2 Danish Law, including The Danish Sale of Goods Act, is applicable on the agreement in absence of determination of the legal situation in the text of the agreement or in these terms and conditions of sales. A dispute concerning the interpretation or the fulfilment and enforcement of the agreement can solely be presented at a Danish court in accordance to Danish jurisdiction.

2.3 DSE is, at valid registration, entitled to distribute the participant's personal data from the DSE database to external sales partner.

2.4 DSE is, at valid registration, entitled to use the participant's name, logo, etc. to promote the product, which is directed toward students. This includes, but is not limited to, marketing through posters, catalogues, banners, flyers, contests, social media and printed or digital adverts.

§ 3. Payment Conditions

3.1 Deadline of payment is the date stated on the invoice as the due date. For registration prior to the cancellation deadline cf. paragraph 4.1 the payment deadline is the current month + 30 days from the invoice date.

3.2 If the due date is exceeded, a reminder will be submitted. For each month overdue, a new reminder will be submitted, included a fee of 400.00 DKK excl. VAT (potential interest is added in accordance to the Danish Law of Interest).

3.3 DSE is, without warning, entitled in the case of missing payment after the due date to consider the deal as annulled and demand compensation in accordance to the conditions for cancellation cf. paragraph 4.2.

3.4 On request from DSE, the participant is at any time required to provide a bank guarantee as collateral for payment.

3.5 If the request from paragraph 3.4 is submitted after registration of the agreement, DSE is obligated to exempt the participant of any related expense.

3.6 In case the participant wishes a purchase order number (PO), chosen by the participant, on their sent invoice, it is solely the participant's responsibility to file such a purchase order number at the submission of the order. It is possible to submit a PO for each product. If only one PO is submitted, this will be used for all of the products included in the order. DSE are in no way responsible for the participant missing payment due to

missing specification of a PO at the placement of the order. A PO is solely for the participant's internal usage.

§ 4. Conditions of Cancellation

4.1 The cancellation deadline for the DSE Messe Aalborg and Fokusaften Lyngby is the last working day of June of the year for the given arrangement. For the DSE Messe Lyngby, Fokusaften Aalborg and Pejling the cancellation deadline is the last working day of November in the year prior to the year for the given arrangement.

4.2 If DSE receives the cancellation from the participant prior to the cancellation deadline, cf. paragraph 4.1, The participation fee will be refunded, excluding an administration fee of 5000 DKK. excl. VAT per product cancelled.

4.3 If DSE receives a cancellation after the cancellation deadline, cf. paragraph 4.1, the participation fee will not be refunded.

4.4 At any time, DSE is entitled to change the cancellation deadline, as long as it happens 14 days prior to the previous and the new cancellation deadline. The new cancellation deadline is considered valid when it is announced and sent by email or posted to the participant.

§ 5. Conditions of Insufficiency

5.1 DSE is not accountable for errors the participant has not corrected in proofreading, including print, digital information and alike.

5.2 In case of errors which, proven by the participant, have been addressed in proofreading, but did appear in the final catalogue, a compensation can be set in an agreement between the participant and DSE.

§ 6. Conditions of Responsibility

6.1 The participant is in general responsible for any damages on persons, facilities or materials caused by the participant, their staff, their suppliers or their exhibition materials. 6.2 DSE is solely responsible for any commercial damages if it is documented that the damages were caused by members of DSE or any person affiliated with DSE in cases where the damages could not have been prevented by the participant's inspection of the delivered services.

6.3 DSE is not liable for any commercial loss, loss of profits or other indirect losses.

6.4 DSE cannot be held responsible for lost or damaged property, such as fair material, which is not owned by DSE, but is entrusted by the participant in the purpose of an task agreed upon or in purpose to store, including storage of tasks completed by DSE.

6.5 The participant should in their own interest take out all necessary insurances.

6.6 DSE is responsible if there is evidence of the loss or damages is caused by flagrant behaviour from the DSE members or any person affiliated with DSE.

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§ 7. Force Majeure

DSE is without responsibility under any circumstances which are fully or partly beyond the absolute control of DSE, such as riots, insurrections, war, fire, unusual weather conditions, nuclear accidents, public commands or prohibitions that DSE could not have foreseen when the agreement was concluded, strikes, lockouts, slowdown, (labor disputes of whatever reason), material or services shortage, illness, delays or defects in deliveries from suppliers or other similar delivery problems. The participant's remedies are overruled in these circumstances, and DSE is entitled, according to own estimate, to fully or partially move the event to other facilities, limit the participant's stand area, or annul the contract without financial compensation to the participant.

§ 8. Subcontractors

DSE is entitled to fully or partially have the work conducted by subcontractors.

§ 9. Special Conditions regarding Fairs

9.1 DSE is under extraordinary circumstances entitled to change the participant's venue at an event organized by DSE without prior notice.

9.2 DSE is under extraordinary circumstances entitled to change the participant's floorage of the event without prior notice.

9.3 DSE reserves the right to be entitled to limit the floorage to be made available to the participant contrary to previous agreements under extraordinary circumstances. In such cases, the participant is entitled to a proportionate discount, but it does not entail any other compensation from DSE.

9.4 The participant is obliged to carefully abide the regulations issued by DSE, the owner of the premises of an event, fire or police authorities and/or other public authorities, and otherwise to comply with the technical regulations provided to the participant.

9.5 In case the participant fails to meet paragraph 9.4, DSE may exclude the participant from future events or require a reasonable compensation set by DSE.

9.6 The participant is obliged to keep an open and sufficiently staffed venue throughout the entirety of an event.

9.7 The participant may not carry out any marketing and/or recruitment activities outside the venue specifically designated for that participant without prior written approval from DSE.

9.8 DSE is entitled to require the participant to cease operation of particularly noisy equipment or to stop particularly noisy behaviour, including, but not limited to, acoustic and/or electrical/magnetic noise for the sake of other participants of the fair.

9.9 No objects on display may be removed from the venue prior to the conclusion of the event.

9.10 All objects, property and/or inventory must be removed from the venue of the event in accordance to the instructions issued by DSE.

9.12 In case the participant fails to meet paragraph 9.10, DSE is, at the participant's cost and risk, entitled to have the participant's objects and/or property or inventory removed.

9.13 DSE may expel the participant or any other person legal or natural from the venue of an event if DSE decide that this person is behaving unfittingly or in any other way in violation of the agreement. DSE is entitled to make use of the participant's venue, in such circumstances the participant have no remedy against DSE.

9.14 DSE will provide no insurance coverage, but provides supervision of fair areas from Tuesday morning to Thursday evening.

§ 10. Generally for all events

10.1 The participants are obliged to follow the instructions of DSE and/or public authorities in respect of marketing and/or recruitment activities carried out during an event organized by DSE at all times.

10.2 Participants may not carry out politically or religiously motivated activities during an event.

§ 11. Adoption of Danish Law and Venue

The participant acknowledges at valid registration the legal relationship between the participant and DSE, which has its basis in the present contract —including interpretation if the participant and the DSE have reached agreements and the decision on matters concerning the exhibitor's liability for damages —to be assessed and determined under Danish Law. As venue the participant accepts —depending on the magnitude of the case —Copenhagen City Court or High Court.

§ 12. Doubt Disputes

Any matter not covered by this contract that may arise doubt must be submitted to DSE for adjudication.

§ 13. Special Agreements

Any special agreement between DSE and the participant that is not included in the registration in concern is only binding when accepted in writing by DSE.