

# Conditions of sales for De Studerendes Erhvervskontakt

April 1, 2020

## §1. General terms

**Part 1.** The following terms and conditions shall apply to the relationship between the participating business (“the Participant”) and De Studerendes Erhvervskontakt (“DSE”) unless the parties explicitly agree in writing to deviate herefrom.

## §2. Agreement terms

**Part 1.** The Participant’s registrations shall not be considered binding for DSE before an order confirmation has been sent to the Participant.

**Part 2.** Danish law, including the Danish Sale of Goods Act, shall apply to this agreement to the extent that the legal position has not been determined in the agreement text or in these terms and conditions. Any disputes regarding the compliance with these provisions shall be brought before the Danish courts.

**Part 3.** When valid registration has been received, DSE is entitled to use the Participant’s name, logo etc. to market the relevant product to students. This includes, but is not limited to, posters, catalogues, banners, flyers, competitions, social media as well as printed or digital ads.

## §3. Payment Conditions

**Part 1.** The final payment date shall be the date listed on the invoice as the final due date. Payment terms are 30 days’ net. In case of registration prior to the cancellation deadline mentioned in clause 4.1, the payment terms are current month +30 days from the invoice date.

**Part 2.** If payment is overdue, a reminder will be sent. A new reminder with a reminder fee of DKK 400.00 will be sent for each month that payment is overdue, and interest shall be accrued in accordance with the provisions of the Danish Interest Act.

**Part 3.** In case of non-payment after the due date, DSE shall be entitled to consider the agreement as lapsed without notice and demand payment in accordance with the cancellation terms in clause 4.

**Part 4.** The Participant is at all times upon request from DSE obliged to provide a bank guarantee as security for payment.

**Part 5.** If the request in clause 3.4 is made after the parties have entered into the agreement, DSE is obliged to exempt the Participant from any related costs.

**Part 6.** If the Participant wishes for a specific purchase order number determined by the Participant to be included on the invoice, the Participant is solely responsible for including such purchase order number when placing the order. It is possible to state individual purchase order numbers for each product. If only one purchase order number is stated, this will apply to all products included in the order. DSE is not liable for the Participant’s non-payment due to failure to add a purchase order number at the time of placing the order.

## §4. Cancellation terms

**Part 1.** The deadline for cancelling participation in DSE Fair Aalborg, Focus Night Lyngby and PRE-PAIR is the last business day in June of the year, where the event is held. The deadline for cancelling participation in DSE Fair Lyngby, Focus Night Aalborg and Pejling is the last business day in November of the previous year, where the event is held.

**Part 2.** If DSE receives a cancellation notice from the Participant prior to the deadline in clause 4.1, the participation fee with a deduction of the administration fee of DKK 5,000 excl. VAT per cancelled product will be repaid.

**Part 3.** If DSE receives a cancellation notice from the Participant after the deadline in clause 4.1, the participation fee will not be repaid.

## §5. Non-conformity terms

**Part 1.** DSE does not accept any liability for mistakes that the Participant has not corrected in writing when proofreading, including prints, digital information etc.

**Part 2.** In case of mistakes in the final material where the Participant can prove that DSE has received a written correction prior to the preparation of the final material, the Participant will receive a price reduction as agreed between the parties.

## §6. Liability terms

**Part 1.** In general, the Participant is liable for any damage to individuals, premises or inventory caused by the Participant, the Participant's employees and suppliers or the Participant's display material.

**Part 2.** DSE is only liable for property damage if it can be documented that the damage is caused by a DSE member or an individual who is otherwise connected to DSE and the damage should not have been prevented when the Participant checked the supplied services.

**Part 3.** DSE is never liable for operating losses, loss of profits or any other indirect loss.

**Part 4.** DSE is not liable for loss of or damage to property such as materials on the stand that do not belong to DSE but has been supplied to DSE by the Participant with a view to fulfilling an agreed task or for storage, including storage of jobs carried out by DSE.

**Part 5.** It is in the Participant's own interest to take out all necessary insurances.

**Part 6.** However, DSE is liable if it can be proven that the loss or damage is due to grossly negligent actions by a DSE member or an individual otherwise connected to DSE.

**Part 7.** DSE may without responsibility dispose of exhibition materials if the Participant has not commenced dismantling no later than four hours after the official closing of an exhibition event.

## § 7. Force Majeure

**Part 1.** DSE is free from liability related to events that are not within DSE's control, such as insurrections, unrest, war, fire, unusual weather conditions, nuclear accidents, epidemic or pandemic outbreaks, public orders or injunctions that DSE could not have anticipated when entering into the agreement, strike, lockout, industrial disputes of any kind, lack of transport material, goods shortages, illness, epidemics and pandemics, delays or defective deliveries from subcontractors or other similar delivery problems. In these cases, the Participant's default sanctions shall lapse and DSE shall at its own discretion be entitled to move the event to other premises, either in part or in whole, limit the Participant's stand area or cancel agreements already entered into without incurring any liability towards the Participant.

## § 8. Subcontractors

**Part 1.** DSE is entitled to let subcontractors carry out the work, either in whole or in part.

## § 9. Specifically for the DSE Fairs

**Part 1.** Under certain circumstances, DSE reserves the right to change the placement of the stand agreed with the Participant at its own discretion.

**Part 2.** DSE reserves the right to make general changes to the illuminated area of the exhibition hall under certain circumstances.

**Part 3.** Under certain circumstances, DSE reserves the right to reduce the stand area otherwise agreed with the Participant. However, a reduction may only be carried out against a corresponding reduction in the participation fee, but DSE does not otherwise incur any liability in this respect.

**Part 4.** The Participant is obliged to adhere to the regulations issued by DSE, the owner of the exhibition hall, fire department, health authorities and other public authorities as well as the technical rules provided to the Participant.

**Part 5.** The Participant is obliged to keep its stand open and properly manned during the opening hours for the event.

**Part 6.** If the Participant fails to comply with clauses 9.4 and 9.5, DSE may at its own discretion exclude the Participant from future exhibitions and claim payment of DKK 10,000 for each day the Participant does not comply with clause 9.5. In addition to this, DSE may claim damages in accordance with the general rules of Danish law.

**Part 7.** The Participant may not carry out any marketing and/or recruiting outside the assigned stand area without specific permission from DSE.

**Part 8.** DSE reserves the right to demand that particularly noisy equipment be turned down in consideration of the other participants at the exhibition. Noise shall be considered to include both acoustic and electric/magnetic noise.

**Part 9.** No exhibition equipment may be removed from the stand before the exhibition closes.

**Part 10.** All exhibition equipment must be removed from the exhibition hall area by the time described in the technical rules issued by DSE.

**Part 11.** If the Participant fails to comply with clause 9.10, DSE shall be entitled to remove all exhibition equipment at the Participant's account and risk.

**Part 12.** The Participant or its employees may be expelled if DSE finds that they act provocatively, contrary to the terms of the agreement or in violation of the terms and conditions. DSE may then dispose of the property leased by the Participant without the Participant consequently incurring a right to repayment of the stand rent.

**Part 13.** 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.

## § 10. General terms for all events

**Part 1.** The Participant is obliged to adhere to the rules concerning marketing and recruitment laid out by DSE and the authorities.

**Part 2.** Political or religious information or marketing in connection with the events is prohibited.

## § 11. Agreement on Danish law and Danish venue

**Part 1.** Any dispute regarding the interpretation or contents of these terms and conditions shall be settled in accordance with Danish law with the City Court of Copenhagen as the legal venue.

## § 12. Changes

**Part 1.** DSE may at all times unilaterally change these terms and conditions.

**Part 2.** Any such changes will not have legal effect for neither DSE nor the Participant with regard to an already completed agreement regarding a specific event.

## § 13. Special Agreements

**Part 1.** Any special agreements between DSE and the Participant shall only be valid if made in writing.