

## **GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY IGO - version 20200701**

*IGO is a trade name of Plato Group ApS, located in Copenhagen, a company registered in Denmark with CVR number 33357915.*

### **Article 1 Definitions**

The following definitions (where the singular shall also mean the plural) are used in these General Terms and Conditions:

- 1.1** "Documentation": any price lists, brochures or other information supplied by IGO, all of which constitute an invitation to purchase.
- 1.2** "Acceptance": confirmation by IGO in writing of the Order of a Client.
- 1.3** "General Terms and Conditions": the most recent version of the present General Terms and Conditions of Sale and Delivery of IGO.
- 1.4** "Day": calendar day.
- 1.5** "Service": the Services performed (or to be performed) by IGO, including advice and services for (consumer) web shops.
- 1.6** "DDP": IGO delivers Delivery Duty Paid (DDP) (in accordance with Incoterms 2020). At the moment of delivery to Client, the risk in respect of the Products is transferred.
- 1.7** "IGO": IGO is a trade name of Plato Group ApS, supplier of business gifts and promotional articles, a company registered in Denmark with CVR number 33357915, or any company affiliated with it.
- 1.8** "Incoterms": international terms of delivery (International Commercial Terms) designed and published by the International Chamber of Commerce (ICC) the world business organisation. Available on: [www.iccwbo.org](http://www.iccwbo.org). The most recent edition of the Incoterms, as published by the ICC, is decisive for the explanation of the business terms in these General Terms and Conditions and the Contract.
- 1.9** "Order": an offer by the Client to IGO for the purchase of Products and/or Services.
- 1.10** "Client": the legal or natural person who places an Order with IGO, or accepts the delivery of Products and/or Services from IGO.
- 1.11** "Client being Consumer": the natural person who is not acting in the exercise of his profession or business and enters into a (distance) Contract with IGO, or intends to do so (hereinafter also to be referred to as: "Client/Consumer").
- 1.12** "Contract": an Order that has been placed by the Client and Accepted by IGO under these General Terms and Conditions.
- 1.13** "Distance Contract": a contract whereby sole use is made of one or more remote communication technologies within the framework of a system organised by IGO for the distance sale of Products and/or Services, without the physical presence of the Parties, up to and including the moment that the Contract is concluded.
- 1.14** "Parties": IGO and the Client.
- 1.15** "Product": business gifts by IGO and other goods and items provided (or to be provided) by IGO, including creative expressions.

**1.16** "Print": Decoration of Product by order of Client.

**1.17** "In Writing": by post or email.

### **Article 2 Applicability**

**2.1** These General Terms and Conditions apply to all Orders made by the Client, and IGO's quotes, order confirmations, applications, all negotiations between IGO and the Client, and to all Contracts concluded or to be concluded with the Client, as well as to the performance thereof. These General Terms and Conditions also apply to any third parties engaged by IGO.

**2.2** The Client declares to have received a copy of these General Terms and Conditions - in hard copy or digitally - from IGO no later than the time that the Contract was concluded.

**2.3** If the Distance Contract is concluded electronically, the text of the General Terms and Conditions shall be made available to the Client electronically, before the Distance Contract is concluded, in such a way that the Client can easily store it on a durable data carrier.

**2.4** Any provisions deviating from these General Terms and Conditions shall only be binding on IGO following Written approval from IGO and solely for the Contract to which the said approval is applicable. The other provisions of these General Terms and Conditions shall remain in full force and effect.

**2.5** Reference of the Client to the applicability of its own General Terms and Conditions is hereby explicitly rejected by IGO, unless such - on a case by case basis - has been expressly agreed in Writing.

**2.6** IGO reserves the right to review the text of these General Terms and Conditions at any time and shall notify the Client of any amendments.

**2.7** In the event of a conflict between the text of the General Terms and Conditions and the Contract, the provisions of the Contract shall prevail.

**2.8** A delay or failure on the part of IGO in enforcing any provision under the Contract and/or the General Terms and Conditions shall not be deemed to operate as a waiver or create a precedent or in any way prejudice IGO's rights under the Contract and/or the General Terms and Conditions.

**2.9** If any of the provisions in the Contract or in these General Terms and Conditions is declared void or unenforceable by any court or other body of competent jurisdiction, or is otherwise rendered so by any applicable law, that provision shall to the extent of such invalidity or unenforceability be deemed severable and the other provisions of the Contract and the General Terms and Conditions shall continue to apply in full. The Parties shall then attempt to agree a new valid and enforceable provision as replacement which achieves to the greatest extent possible the same commercial effect as would have been achieved by the invalid or unenforceable provision.

**2.10** If IGO concludes Contracts with the Client more than once, the present General Terms and Conditions shall apply to all subsequent Contracts, irrespective of whether they have (again) been explicitly declared applicable and/or IGO has (again) complied with its duty of disclosure.

### **Article 3 Orders and Contracts**

**3.1** All Documentation in any form, are subject to confirmation by IGO and shall not be treated as an offer which is capable of acceptance by the Client. Any Order submitted to IGO by the Client shall not be treated as having been accepted by IGO, and accordingly no binding contract shall exist for supply of the relevant Products or Services unless and until confirmed in writing by an authorised representative of IGO.

**3.2** If an Offer subject to confirmation is accepted by the Client, IGO shall have the right to revoke the Offer within 2 Days of receipt of the Acceptance.

**3.3** Images, catalogues, drawings, price lists, brochures and further information provided to or by IGO are subject to changes without prior notice being required and do not bind IGO.

**3.4** IGO reserves the right to make changes in the products that are displayed in the catalogue, brochures, on the website, etc..

**3.5** A Contract between IGO and the Client shall be concluded when the Order has been Accepted by IGO.

**3.6** Any agreements, oral or otherwise, made between the Parties after the Contract has been concluded shall only become effective after they have been confirmed in Writing by both Parties.

**3.7** In the context of the performance of the Contract, IGO is entitled to engage intermediaries or third parties.

**3.8** Agreements made with or undertakings made by subordinates of IGO, or intermediaries/or third parties engaged by IGO, shall only bind IGO if it has confirmed these agreements or undertakings in Writing to the Client.

### **Article 4 Prices**

**4.1** The prices stated in the Offer or the prices agreed with IGO apply exclusive of VAT, DDP (unless otherwise agreed), in the currency stated in the offer, and are based on the cost-determining factors applicable at the time of the offer.

**4.2** The prices on the website of IGO are guiding and subject to change.

**4.3** IGO is entitled to adjust the prices of the Products at any time.

**4.4** IGO is entitled at any time to determine that certain goods shall only be delivered on the basis of a stipulated minimum quantity.

### **Article 5 Cancellations**

**5.1** An Order given may only be cancelled by the Client with the written consent of IGO. IGO may, by way of exception, accept a cancellation of the Order. If the Client nevertheless cancels an Order in whole or in part, it is obliged to reimburse IGO for all costs reasonably already incurred for the execution of this Order (preparation costs, orders from third parties, storage, commissions, etc.), IGO's activities and loss of profit by IGO, plus VAT, all without prejudice to IGO's right to full compensation due to loss of profit, as well as any other damage or loss arising from cancellation.

**5.2** Cancellation by the Client must be made in Writing to the address of IGO.

**5.3** IGO may cancel an (already confirmed) Order for reasons of its

own motion. IGO may in any event cancel an Order if (non-exhaustive): (i) there is an erroneous price (manifest error), (ii) IGO is convinced that it cannot guarantee the quality of the Order to be executed, (iii) IGO is convinced that the Order will not meet the Client's expectations and (iv) if IGO is convinced that the Order is discriminatory in nature and/or does not comply with Copyright and/or social standards and values. IGO shall notify the Client in Writing if it wishes to cancel the Order. If, in the situations referred to under (ii) and (iii), the Client nevertheless wishes the Order to be carried out, the Client's right of complaint, return and restitution will lapse.

### **Article 6 Advisory services and product development**

**6.1** In a Contract for advisory services, IGO shall perform such services using reasonable care and skill.

**6.2** IGO shall endeavour to treat any information made available by the Client as strictly confidential. The Client will maintain confidentiality with regard to all information that he becomes aware of regarding the business of IGO, its Products and/or Services. The confidentiality obligations of both Parties shall survive expiry and termination of the Contract.

**6.3** In the event of a Contract for product development, advice regarding promotional Products to be used, advice regarding creative concepts, quotations for extensive projects with printed or non-printed Products, national or international market research on specific Products or Product Requests for Products not specified by IGO, the Client shall be obliged - in all cases that do not result in the actual delivery of Products by IGO - to pay for the work carried out by IGO in accordance with the hourly rate agreed between the Parties or, in the absence thereof, the usual rate maintained by IGO.

### **Article 7 Inspection of Products**

**7.1** If inspections have been agreed with the Client, these inspections shall take place in accordance with the agreed inspection methods, inspection procedures and inspection periods, or those to be agreed in time, or in the absence thereof, in accordance with IGO's general inspection method, procedures and periods. If any delay occurs due to the Client's actions, the delivery period may be adjusted by IGO.

**7.2** If IGO has notified the Client within the agreed period, or at least in time, of the date of inspection, and the Client fails to comply with this invitation within 14 Days of the date of this invitation, the Products (/Services) are considered to have been approved.

**7.3** IGO shall be given the opportunity to deal with the comments and objections of the Client regarding the inspection or test, before the Products (/Services) can be rejected or refused by the Client. IGO must be notified in writing by the Client regarding comments and objections of the Client, if any, in respect of the Products (/Services) delivered after the inspection has taken place. If any comments and objections have not been reported in Writing to IGO within 14 Days of the date of the inspection, the Products (/Services) delivered are considered to have been

approved by the Client.

#### **Article 8 Deliveries and delivery time**

**8.1** The specified delivery times shall never be regarded as deadlines, unless explicitly agreed otherwise in Writing. In the event of non-timely delivery, the Client must give IGO notice of the default in Writing, and IGO must be given an additional reasonable term to proceed to delivery at a later date without being in default.

**8.2** The delivery time begins at the last of the following times:

- a. the day that the Contract is concluded;
- b. the day of receipt by IGO of the necessary documents, data, permits, etc. required for the performance of the Contract;
- c. the day of receipt by IGO of the amount that must if necessary be paid in advance in accordance with the Contract;
- d. the day after receipt of the approval of the printing proof.

**8.3** IGO reserves the right, if Products are especially manufactured or assembled for the benefit of the Client, to deliver and invoice a maximum of 5% more or less than the quantity agreed upon.

**8.4** IGO is permitted to send Products in several consignments, and each consignment is considered to be a separate consignments and is payable separately.

**8.5** Unless otherwise agreed in Writing, notwithstanding the previous provisions on prices, the prices quoted by IGO are based on delivery duty paid (DDP) exclusive of VAT and insurance.

**8.6** Unless otherwise agreed in Writing, delivery of the Products shall take place DDP of IGO. The Products will be deemed to have been delivered by IGO and to have been accepted by the Client as soon as the Products are offered to the Client.

**8.7** The time at which the items are made available to the Client DDP (unless otherwise agreed) is considered the time of delivery and the time when the risk with respect to the Products passes from IGO to the Client.

**8.8** If the Client refuses to take delivery of the Products, the risk of the Products shall immediately pass to the Client and IGO can claim payment immediately. IGO shall store the Products at the expense and risk of the Client until further notice.

**8.9** Unless otherwise agreed in Writing, transport shall take place at the risk and expense of the Client, even if the carrier has explicitly provided that all shipping documents must state that any and all damage or loss resulting from the transport shall be at the expense and risk of IGO.

**8.10** Unless otherwise agreed in Writing, IGO shall choose the manner of transport and the means of transport to the best of its knowledge, yet without being liable for that choice. The transport costs are payable by the Client.

**8.11** Delivery to an address indicated by the Client shall only take place if the Parties have reached Written agreement in advance on the additional costs and the terms and conditions involved.

**8.12** The manner of packing, transport, shipment, etc. shall be determined by IGO, unless the Parties have agreed otherwise in Writing, nonetheless without IGO accepting any liability in this respect - notwithstanding a mandatory obligation to pay damages.

**8.13** If IGO displays or provides a model, sample or example, this shall be for indication purposes only: the characteristics of the Products to be delivered may differ from the sample, model or example. The provisions in Article 7 shall apply mutatis mutandis.

**8.14** If the Products are not collected by the Client after the delivery time has expired, IGO will store the Products at the Client's expense and risk. IGO shall not make the Products available to the Client until the additional costs of transport and storage have been paid by the Client. If the Products are not collected by the Client within 30 Days of the original delivery time, IGO shall have the right, after sending a demand, to dispose of the Products or to find another destination for them. The Client shall not have the option of bringing an action against IGO in that respect. Any proceeds thereof shall be credited to the Client after deduction of related costs, without prejudice to IGO's right to claim full payment of the agreed price.

#### **Article 9 Supply of printed Products**

**9.1** If the Contract relates to the sale and delivery of Products especially manufactured or assembled for the benefit of the Client, the Client shall be obliged to and responsible for the supply of directly reproducible materials, including logos, of good quality.

**9.2** IGO is entitled to process, store and use the logos, brands and other visual material supplied by Client.

**9.3** IGO is only obliged to send a printing proof for approval to the Client in advance, if such has been stipulated in Writing by the Client on the conclusion of the Contract. In that context, IGO shall be obliged to submit a printing proof to the Client no later than five weeks after the Contract has been concluded and after receipt of the materials to be reproduced.

**9.4** Client's approval of the supplied printproof implies that Client has checked it. IGO is not liable for errors or defects of Print unnoticed by Client if an approved printproof does not correspond with Client's wishes. It is not possible to change an approved printproof, unless an exception is made in writing. (extra) Costs involved in any change are at the risk and expense of the Client.

**9.5** All costs relating to printing shall be charged separately in accordance with the price to be specified in the Contract, unless explicitly agreed otherwise in Writing. These costs shall be stated in the invoice issued to the Client.

#### **Article 10 Returns and Warranty**

**10.1** The Client is obliged to inspect the conformity of the Products delivered at the time of delivery. The Client should inspect whether, among other things, the quality and quantity of the Products delivered correspond to what has been agreed.

**10.2** Complaints from Client regarding non-compliance with

the Order of the Products and/or Services delivered by Client will only be taken into consideration by IGO if and insofar as these complaints have been submitted to IGO in writing within a reasonable time, stating a description of the nature of the defect, whereby a period of 24 hours after delivery, or at least a period of 24 hours after discovery of the defect, will be considered a reasonable time until at the latest six months after delivery of the Products, which period will be considered an expiry period for complaints on Products. The expiry period for complaints on Print is three months.

**10.3** Complaints regarding the calculated prices and other complaints regarding invoices must be submitted in writing to IGO within a reasonable period of no more than 7 days after the invoice date, stating a description of the nature of the complaint, which period is to be regarded as an expiry period. Subsequent complaints regarding the calculated prices and invoices will not be accepted.

**10.4** In the event of a complaint within the meaning of this article, IGO must be given the opportunity to investigate the merits of the complaint within 7 Days of its notification by Client, failing which any right to a warranty will lapse.

**10.5** Complaints will not be dealt with if:

- a. there are minor deviations in quality, quantity, material, size, colour and other deviations that are deemed permissible in the sector;
- b. there is a deviation of the Product from an image in IGO's catalogue, brochures and other promotional material;
- c. an incorrect and/or different expectation pattern on the part of the Client, while the Order has been carried out in accordance with the Client's instructions as laid down in the Order;
- d. there is a question of incorrectly ordered quantities, volumes and/or Products by the Client;
- e. a defect results from a drawing, sketch, design, specification, material or information provided and/or made available by the Client;
- f. The Client has repaired or processed the Product itself or has had it repaired or processed by third parties;
- g. The Client does not use the Product in accordance with the manual and/or instructions for use provided;
- h. the Product delivered has been exposed to abnormal circumstances, in the broadest sense of the word, or has otherwise been handled carelessly or contrary to IGO's instructions and not in accordance with generally accepted standards of workmanship.

**10.6** In the event of justified complaints, IGO is free to choose between replacing the Products delivered free of charge or set off the amount of returned Products by means of a credit note, to the exclusion of any other form of (additional) compensation obligation, insofar as the complaint is submitted within the warranty period, whereby a warranty period of 3 months applies to Print and a warranty period of 6 months applies to Products.

**10.7** Complaints, whether justified or not, submitted outside the warranty period do not qualify for consideration.

**10.8** Returns can only take place with the explicit approval of

IGO and at the expense of the Client. For returns that are not due to fault on the part of IGO, IGO will charge an amount of 25% of the net invoice amount (on top of the original invoice amount); Client is free to prove that the actual damage suffered is less. The latter does not apply if the return shipment is approved by IGO. Returns are at the expense and risk of Client and never imply any acknowledgement of liability for IGO.

**10.9** A return shipment (approved by IGO) must take place within 14 Days after receipt of the complaint by IGO. Proof of the return must be provided within this period to IGO.

**10.10** In case of a recall, Client is obliged to cooperate with the instructions and / or imposed procedures of IGO and / or suppliers.

**10.11** IGO assumes towards Client only the warranty which is mentioned in the warranty statement provided by IGO from Article 10.6 or in the case of "Brand" articles the warranty provided by the supplier, unless otherwise agreed in writing between Parties.

**10.12** No warranty is given with regard to advice, preformed inspections and similar transactions carried out by IGO.

#### **Article 11 Retention of title**

**11.1** If the Client has not fully complied with any obligation to IGO, title to the Products shall not pass from IGO to the Client in spite of delivery having been made and risk having passed to the Client. In such case, the Client is deemed to hold the Products on a fiduciary basis as bailee for IGO until the time that it has fully complied with its obligations towards IGO.

**11.2** As long as title to the Products has not passed to the Client, the Client shall not have the right to alienate or lease the Products, or to charge them by way of security.

**11.3** If the Client fails to meet his payment obligations, he shall be obliged, without further notice of default being required, to make the Products owned by IGO available, immediately on IGO's request. IGO and its employees shall then be entitled to enter the site of the Client to gain actual possession of the Products.

**11.4** The Client must insure the interests of IGO in connection with the retention of title. The Client is obliged to compensate this interest in the event of a contingency and to assign his claim against his insurers to IGO on its request.

#### **Article 12 Payment**

**12.1** Unless otherwise agreed in Writing and without prejudice to the provisions of the following paragraph, payments to IGO must be paid net within 14 Days of the invoice date which period shall be deemed to be a strict deadline. Delay or failure by the Client in respect of collecting the Products or complaints shall not affect this payment obligation.

**12.2** Unless explicitly agreed otherwise, all payments from the Client, however made, shall first be used to set off against the costs, then to set off against interest due and finally to set off against the principal sum of the unpaid invoices.

**12.3** Set off or any other form of settlement by Client shall never be permitted without an explicit Written agreement.

**12.4** IGO is at all times entitled to require the Client to provide sufficient advance payment or security, at its discretion, for the fulfilment of the Client's payment obligations, prior to delivery or to proceed to the delivery, whereby IGO is entitled to suspend further deliveries if the Client fails to meet this requirement, also in case a fixed delivery time has been agreed, without prejudice to IGO's right to claim compensation for damages due to the late performance or non-performance of the Contract.

**12.5** If the client does not pay within the agreed period, he is automatically in default and he pays Clipper interest in the amount of the statutory default interest.

**12.6** The Client, who is in default must pay on demand any costs, expenses (including legal fees and disbursements and expenses of any debt recovery agent) IGO may incur in seeking to recover any overdue amount.

**12.7** All IGO's outstanding receivables from the Client shall be immediately due and payable if the Client is in default, or in the event of the Client's liquidation, bankruptcy or an application for bankruptcy.

**12.8** The Client must provide IGO with a correct VAT number. In the event that an incorrect VAT number is passed on by the Client, the Client will be liable for any damage suffered by IGO as a result. IGO shall reserve the right to charge the applicable VAT to the Client in respect of the Products/Services supplied.

#### **Article 13 Liability**

**13.1** The aggregate liability (inclusive of interest and legal and other costs) of IGO to the Client in respect of all claims arising under or in connection with these General Terms and Conditions (whether by reason of any negligence by IGO or any of its employees or agents, any non-fraudulent misrepresentation, any breach of contract or otherwise) shall not in any event

exceed the amount of the invoice value for the Products/Services delivered by IGO in connection with which the damage has arisen.

**13.2** IGO shall not be liable to the Client (whether by reason of any negligence by the Supplier or any of its employees or agents, any non-fraudulent misrepresentation, any breach of contract or otherwise) for any: loss of profits; damage to reputation; loss of business opportunities; loss of contracts; loss of goodwill; loss or corruption of any data; claim, action or demand made against the Client by any third party; indirect loss, damage, cost, expense, claim or other liability whatsoever; which arises out of or in connection with these General Terms and Conditions.

**13.3** If the Client resells, delivers, pledges Products/Services, in respect of which IGO has notified him that it doubts the quality, or if the Client transfers them or makes them available in another way, under whatever title, whether or not for free and whether or not for use, the Client shall be obliged to indemnify IGO against any claims from third parties for damage, incurred by, or in connection with the Products/Services delivered by IGO to the other party.

**13.4** The Client shall be obliged to indemnify IGO for any cost and damage, which IGO could incur because third parties make a claim against it in matters where liability vis-à-vis the Client is excluded in these General Terms and Conditions.

**13.5** All clauses in these General Terms and Conditions and in particular concerning the exclusion or restriction of the liability of IGO and concerning the indemnification of IGO against claims from third parties, have also been agreed for the benefit of those who are employed by IGO or third parties for whose actions or negligence IGO can be liable.

**13.6** Nothing in these General Terms and Conditions shall operate to limit or exclude the liability of either party for any death or personal injury caused by the negligence of either party or any of its employees or agents, or for any other matter in respect of which liability cannot lawfully be limited or excluded.

**13.7** Insofar as not explicitly agreed otherwise in Writing, all legal claims pursuant to the Contract and these General Terms and Conditions shall lapse after one year of the delivery date.

#### **Article 14 Force majeure**

**14.1** In the event of default by either Party in the performance of the Contract, for which the defaulting party cannot be held accountable, the performance of the Contract or of the relevant part of the Contract shall be suspended. The Parties shall notify each other of such situation as soon as possible. Only if such suspension has lasted for 3 months, or as soon as it is established that it shall last at least 3 months, each of the Parties shall be able to terminate the Contract, in full or in part, by registered letter with immediate effect, without the Parties being obliged to pay compensation to each other for any damage, without prejudice to the Client's obligation to pay IGO for the goods already delivered until the time of termination.

**14.2** Non-attributable defaults on the side of IGO shall in any case include, but not be limited to:

- a. damage as a result of natural disasters and/or storm damage;
- b. war, danger of war and/or any other form of armed conflict, including terrorism or a threat thereof, which impedes the delivery of goods or raw materials;
- c. strikes, forced business closure, revolt and any other form of disruption and/or obstruction caused by third parties, which impede the delivery of goods or raw materials;
- d. loss of or damage to goods on transport;
- e. illness of one or more employees who are difficult to replace;
- f. legislative or administrative government measures, which impede delivery, including import and export prohibitions;
- g. prohibition to deliver or impedance of delivery for IGO, imposed by organisations, institutions, groups or contractual forms of collaboration, which IGO is a member of or which it is part of;
- h. failure and/or disruptions in means of transport, production equipment or power supplies;
- i. fire or accidents at the company of IGO;

- j. non-or non-timely delivery to IGO by sub-suppliers;
- k. discontinuation of the supply of goods, raw materials and/or energy;
- l. epidemic and/or pandemic.

**14.3** Without prejudice to other rights to which it is entitled, in the case of force majeure, IGO shall have the right, at its own discretion, to suspend performance of the order of the Client, or to terminate the Contract without judicial intervention, by notifying the Client thereof in Writing.

**14.4** If IGO, in the event of force majeure, has already partially met its obligations, the Client shall have to pay the price due for this part to IGO.

#### **Article 15 Termination**

**15.1** A Contract ends when completed, or at a time explicitly determined by the Parties.

**15.2** If the Client remains in breach of its obligation to pay on the date for payment or any other obligations towards IGO, IGO shall be entitled, after a prior written notice of default, within a term of 14 Days, except in the cases where the Contract or the General Terms and Conditions contain a clear deadline for compliance, in which case the following applies immediately, to terminate the Contract, without prejudice to IGO's right to full compensation of cost, damage and interests.

**15.3** IGO has the same authorisation as in Article 15.2, however without further notice of default being required, if the Client has applied for a provisional moratorium, or if its bankruptcy has been applied for, or if its goods are attached, in the event of discontinuation or liquidation of its business, or in the event of reduced creditworthiness of the Client in the opinion of IGO.

#### **Article 16 Secrecy and Intellectual property rights**

**16.1** All information, in the broadest sense of the word, including but not limited to business information, which is focussed on specific characteristics of the Product/the Service or business of IGO (work process and pricing), which is provided by IGO to the Client in the context of the negotiations or the Contract is strictly confidential.

**16.2** If negotiations between the Parties do not result in a Contract, the Client shall not be entitled to use the information provided by IGO in any way, in the broadest sense of the word, and the Client shall return all information and all data (carriers), in the broadest sense of the word, as well as all images, drawings, sketches, photos, prototypes, models, mood boards, etc. to IGO as soon as possible, and immediately destroy all copies made thereof.

**16.3** All intellectual property rights regarding the documents provided by IGO, i.e. drawings, sketches, schemes, samples, formats, tools, photos, designs, working methods, presentations, advice, images, prototypes, models, mood boards, printed matters, files, websites, brochures, catalogues, etc. provided by IGO shall remain the physical and intellectual property of IGO, also if they have been made available to the Client and irrespective of the contribution made to their realisation by the Client or third parties engaged by the Client, and may therefore, except with the prior written permission of

IGO, not be used for any other purpose than for the performance of the Contract between IGO and the Client.

**16.4** Notwithstanding the other provisions of these General Terms and Conditions, IGO shall retain the rights and powers that IGO is entitled to pursuant to the Copyright, Designs and Patents Act 1988.

**16.5** The exercise of the aforesaid intellectual property rights - including publication, transfer, reproduction, distribution of data, all in the broadest sense of the word - both during and after the performance of the Contract - is explicitly and exclusively reserved for IGO.

**16.6** The Client shall indemnify IGO against claims from third parties relating to intellectual property rights relating to goods, logos, pictorial marks, etc. originating from Client.

**16.7** IGO shall grant the Client a user licence with regard to its advice in accordance with the agreed purpose.

**16.8** From the moment that the Products, designs, working methods, presentations, advices, formats, images, drawings, sketches, photos, prototypes, models, mood boards, printed matters, files, websites, brochures, and catalogues, etc. are delivered, IGO is entitled to use these for its portfolio, publicity and promotion, as well as to show them at exhibitions.

**16.9** Information provided by the Client to IGO remains the property of the Client. IGO is entitled to use this information for the purposes of the Order and everything related thereto, including (external) advertisements. That right of use is valid for an indefinite period of time and therefore also after termination of the Contract/Order.

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**If you are a consumer, please read the following Article because it applies to you.**

The following provisions of **Article 17** shall only apply if IGO concludes a (Distance) Contract with the Client/Consumer and are supplementary to or a replacement of the above provisions of the General Terms and Conditions.

#### **Article 17 Consumer clause**

**17.1** If IGO sells and/or supplies Products or Services to the Client/Consumer, some general provisions and definitions shall not apply and instead adjusted conditions shall be applicable. It concerns in particular the following provisions. Additionally, in these Terms and Conditions the following terms have the following meanings:

- "Cooling off period": the period of 14 Days within which the Client/Consumer may use its Right of Withdrawal free of charge and without stating reasons, unless the Contract relates to the delivery of Products made according to the specifications of the Client/Consumer.
- "Right of Withdrawal": the option for the Client/Consumer to abandon the Distance Contract within the Cooling off period.

#### **17.2 Documentation**

1. The Documentation contains a complete and accurate

description of the Products and/or Services and the characteristics thereof. The description shall be sufficiently detailed to enable the Client/Consumer to make a good assessment of the Products and Services. Obvious errors or mistakes in the Documentation are not binding on IGO.

2. The Documentation will contain such information that it is clear to the Client/Consumer what rights and duties are attached to placing an Order. This concerns in particular:
  - the total price of the Products and/or Services;
  - any additional freight charges, delivery costs or postage;
  - the way in which the Contract shall be concluded and which actions are required thereto;
  - the period for Acceptance of the Offer, or the period within which IGO guarantees the price;
  - the arrangements for payment, delivery, performance, the time within which IGO undertakes to deliver the goods or to provide the Services;
  - the cost for the use of remote communication for the conclusion of the Contract where the cost is calculated other than at the basic rate.
  - the way in which the Client/Consumer can check and, if required, recover the data provided to him in the context of the Contract, prior to the conclusion of the Contract;
  - the languages, apart from English, in which the Contract can be concluded;

### 17.3 The Contract

1. The Contract is concluded, subject to reservation of the provision in paragraph 4, at the time that IGO accepts the Offer.
2. If the Client/Consumer submitted the Offer via electronic means, IGO shall promptly confirm the receipt of the Offer via electronic means. As long as IGO has not accepted the Offer, the Client/Consumer may withdraw the Offer.
3. IGO may – within legal frameworks – enquire as to whether the Client/Consumer shall be able to meet his payment obligations, as well as enquire about any other facts and circumstances that are of interest for responsible conclusion of the Distance Contract. If that enquiry gives IGO proper grounds for declining to conclude the Contract, it shall have the right, supported by reasons, to reject an order or application, or to bind its performance to special conditions.
4. IGO shall, for the performance of the Contract, send the following information in particular to the Client/Consumer, in Writing or in such a way that it can be stored in accessibly on a durable medium, and/or confirm the Order:
  - all information mentioned under item 2 of Article 17.2 of these General Terms and Conditions, unless this information was already provided to the Client/Consumer before the conclusion of the Contract;
  - the physical address of the business location of IGO where the Client/Consumer may file complaints;

- information on guarantees and existing service after the conclusion of the Contract.

5. The above provision applies in addition to Article 3 of these General Terms and Conditions if IGO concludes a Distance Contract with the Client/Consumer.

### 17.4 Prices

1. During the validity period stated in the Documentation, the prices of the Products and/or Services shall not be raised, except for changes in price as a result of changes in the VAT rates.
2. In the event of price increases within a period of 3 months of the conclusion of the Contract, the Client/Consumer shall be entitled to terminate the Contract.
3. The above provision applies in addition to Article 4 of these General Terms and Conditions if IGO concludes a Distance Contract with a Client/Consumer.

### 17.5 Delivery

1. The address stated by the Client/Consumer to IGO is regarded as the place of delivery.
2. IGO shall fulfil accepted Orders within a reasonable period of time but at least within 30 Days, unless a longer delivery period was agreed. If the delivery is delayed, or if an Order cannot be fulfilled in full or in part, the Client/Consumer shall receive notification thereof no later than 30 Days after IGO accepted the Order. The Client/Consumer shall, in that case, have the right to terminate the Contract free of charge and be entitled to claim compensation, if any, after the Client/Consumer has first sent IGO a reminder and given notice of default.
3. In the event of termination in accordance with the preceding paragraph, IGO shall return the payment made by the Client/Consumer as soon as possible but at least within 30 days after termination.
4. The risk of damage to and/or loss of Products shall remain with IGO until the time of delivery to the Client/Consumer or a previously designated representative made known to IGO, unless explicitly agreed otherwise. If the Client/Consumer selects a carrier, the risk of IGO shall pass to the carrier, or to the Client/Consumer, when he passes the Product on to the carrier.
5. Articles 8.1, 8.5, 8.6, 8.7, 8.9, 8.10 and 8.11 of the General Terms and Conditions shall no longer apply, or the above provision shall apply in addition to Article 8 of these General Terms and Conditions if IGO concludes a Distance Contract with a Client/Consumer.

### 17.6 Right of Withdrawal

1. The basic principle is that the Products from IGO comply with the Contract and are sound. The Client/Consumer is entitled to this.
2. When purchasing Products and/or Services at a distance, the Client/Consumer may cancel the Contract during a period of 14 Days, without stating reasons. This Cooling off period starts on: (a) the day following receipt of the Product by the Client/Consumer (or a person previously designated

- by the Client/Consumer and made known to IGO, representative), or (b) the day on which the Client/Consumer (or a third party designated by it for that purpose) has received the last Product, if the Client/Consumer has ordered several Products in the same order which are delivered separately, or (c) the day on which the Client/Consumer (or a third party designated by it, who is not the carrier) has received the last shipment or the last part thereof, if the delivery of a Product consists of different shipments or parts. The Right of Withdrawal may already be exercised before the delivery has taken place.
3. The Right of Withdrawal of the Client/Consumer does not apply to Products that have been produced by IGO in accordance with the specifications of the Client/Consumer, which are clearly of a personal nature and/or which cannot be returned as a result of their nature. The provision applies in addition to the provisions of Article 9 of Supply of printed Products.
  4. The Right of Withdrawal does not apply for the Contract to supply Services if IGO has already started its work with the explicit prior permission or at the request of the Client/Consumer before the Cooling off period has expired, or if the Client/Consumer has declared to waive its Right of Withdrawal as soon as IGO has complied with the Contract. If the Contract concluded relates to the performance of Services, the Right of Withdrawal shall apply for 14 days from the day on which the Contract was concluded.
  5. During this Cooling off period, the Client/Consumer shall handle the Product and everything that was delivered with it with care. He shall only unpack or use the Product as far as necessary in order to be able to assess whether he wishes to keep the product. The Client/Consumer must be able to assess the nature, characteristics and functioning of the Product, so that packaging may be removed. The Client/Consumer shall only be liable for any diminished value of the Product resulting from the handling during the Cooling off Period other than is necessary to ascertain the nature, characteristics and functioning thereof.
  6. The Client/Consumer who wishes to use the Right of Withdrawal is obliged to notify IGO thereof in time by means of a clear statement to that effect.
  7. IGO shall immediately confirm receipt of the statement, as referred to in the previous paragraph, to the Client/Consumer,
  8. If the Client/Consumer uses his Right of Withdrawal, he shall return the Product with all delivered accessories and - if reasonably possible - in its original condition and packaging to IGO, within 14 Days after he has declared that he wishes to exercise his Right of Withdrawal, in accordance with the reasonable and clear instructions given by IGO, or the Client/Consumer shall prove that the Product was returned in accordance with the reasonable and clear instructions given by IGO.
  9. Should the Client/Consumer exercise his Right of Withdrawal, only the return costs of the Product are at the

Consumer's expense.

10. IGO shall, within 14 Days of the statement of the Client/Consumer, if the Client/Consumer has already paid the purchase price of the Product, refund the purchase price (including the delivery costs) via the same means of payment as previously used by the Client/Consumer subject to the explicit permission of the Client/Consumer to do so by other means.
11. Should the Client/Consumer not exercise his Right of Withdrawal within the Cooling off period, the Contract shall become final.
12. Articles 5.1, 10.2 and 10.3 of the General Terms and Conditions shall no longer apply, or the above provision shall apply in addition to Articles 3, 5 and 10 of these General Terms and Conditions, if IGO concludes a Distance Contract with a Client/Consumer.

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#### **Article 18 Penalty clause**

**18.1** For any infringement of Articles 7.1, 11.2 and 16 of these General Terms and Conditions and the obligations contained therein, the Client shall forfeit to IGO, without further notice of default or judicial intervention being required, an immediately payable fine of €950 per infringement, which is not subject to setoff or moderation, plus an amount of €100 for every day the infringement lasts, without prejudice to the right of IGO to full compensation of damages as a result of the infringement by the Client and the right of IGO to claim performance.

#### **Article 19 Third party and transfer**

**19.1** Client is not entitled to transfer the Contract or one or more of its rights and obligations under the Contract without IGO's prior Written consent. A restriction on the transferability of rights of action as referred to in this Article will have effect not only under the law of obligations but also under the law of property.

**19.2** IGO is permitted to transfer (in whole or in part) its rights and obligations under the Contract to a third party. By entering into the Contract, Client has agreed in advance to such a transfer and Client will render full cooperation to such transfer.

#### **Article 20 Applicable law and competent court**

**20.1** Any negotiations and Contracts with IGO are governed exclusively by Danish law.

**20.2** All disputes between the Client and IGO shall be subject to the exclusive jurisdiction of the courts Copenhagen.

**20.3** The Vienna Sales Convention (CISG) concluded in Vienna on 11 April 1980 is not applicable.

#### **Article 21 Identity of IGO**

1. Name of entrepreneur: Plato Group ApS
2. Trade Name: IGO
3. Business and physical address: Ewaldgade 3, st. th, DK-2200 Copenhagen N (Denmark)
4. Phone number: 09 4245 0666
5. E-mail address: info@igoprofil.fi
6. CVR no.: 33357915
7. Momsnummer: DK33357915