

## 1. Applicability

1.1 These general terms of delivery and right of use of LogoPaint 3D Signs (hereinafter “the General Terms”) shall apply to all offers, orders or deliveries made between LogoPaint A/S and its subsidiaries (hereinafter “LP”) and the Customer in relation to 3D signs, camcarpets, print files, textiles, folios and stickers (hereinafter “3D Signs”) to the extent that they are not expressly deviated from or modified by any other written agreement.

## 2. Offer

2.1 An offer from LP is valid for a period of seven (7) days from the date of issue, unless otherwise expressly stated in the offer. LP may revoke an offer at any time prior to receiving the Customer’s acceptance.

## 3. Specifications

3.1 The 3D Signs shall meet the agreed specifications. If no specifications are agreed, the 3D Signs shall meet the general specifications of LP at the time of delivery. Statements presented in product information, handbooks, web sides, price lists or other information regarding the 3D Signs will only be binding upon LP if expressly referred to in an offer or an order acknowledgement.

## 4. Subject of Agreement

4.1 Upon the issue by LP of an order confirmation, the Customer acquires the right to display the 3D Signs in accordance with the terms set out in the order confirmation and these General Terms. The order confirmation by LP will set out the following details with regard to the 3D Signs to be delivered by LP to the Customer:

4.1.1 The logo to be placed on each 3D Sign and the design to be placed on each 3D Sign.

4.1.2 The number and sizes of the 3D Signs which shall be displayed.

4.1.3 The place and name of the event where the 3D Signs shall be displayed.

4.1.4 The contract period during which the 3D Signs shall be displayed.

## 5. LP’s Responsibility

5.1 LP shall provide:

5.1.1 the design of each 3D Sign in accordance with the information provided by the Customer in its order and shall deliver to the Customer the final approval sheets for the purpose of the Customer’s approval in accordance with clause 6.3.

5.1.2 the manufacture of the 3D Signs unless otherwise agreed between the parties.

5.1.3 an installation manual for each 3D Sign.

5.1.4 the installation, handling and storage guide for 3D Signs.

## 6. The Customer’s Responsibility

6.1 The Customer shall provide LP with the logo to be displayed by the 3D Signs in a vectorised format (eg. .ai or .eps) or any other format required in writing by LP.

6.2 The Customer is responsible for pointing out the exact position of the main camera and the 3D Signs according to LP’s position diagrams enabling LP to calculate and design the 3D Signs.

6.3 The Customer shall approve the design and position of each 3D Sign as set out in the final approval sheets delivered by LP to the Customer, such approval to be made in the form of the Customer’s signature on the final approval sheets and return thereof to LP.

6.4 The Customer shall handle and store the 3D Signs in a proper and safe manner in accordance with LP’s installation, handling and storage guide which is attached to deliveries by LP of 3D Signs and available at LP’s website [www.logopaint.com](http://www.logopaint.com).

6.5 The Customer shall pay for the 3D Signs in accordance with the order confirmation and abide by all the terms and obligations of the order confirmation and these General Terms.

## 7. Delivery

7.1 Unless otherwise is specifically agreed, an order must be received by LP at least ten (10) working days prior to the event, for which the 3D Signs shall be applied. An order shall not be considered received by LP before LP has received from the Customer its acceptance in writing of the final approval sheets, such to include APPROVAL OF PSYSCIAL PROPERTIES and APPROVAL OF SIMULATION.

7.2 LP does only guarantee a specific date of delivery to the extent that this is expressly stated in the order confirmation by LP. However, LP does under no circumstances guarantee a specific date of delivery if the order is received later than ten (10) working days prior to the event, for which the 3D Signs shall be applied, cf. clause 7.1.

7.3 In the event of any defects or shortages in the 3D Signs, the Customer shall give notice to LP in writing as soon as possible and in no event later than three (3) days after delivery.

7.4 LP shall deliver the 3D Signs EXW, Vejle, Denmark, according to INCOTERMS 2000 unless otherwise agreed between the parties.

7.5 As of delivery the Customer shall bear the full risk of any and all damage occurred hereafter to the 3D Signs.

7.6 Notwithstanding clause 7.4, LP may arrange for the transportation on behalf of the Customer subject to a fee to be added to the final price. LP assumes no liability in this respect, neither for delay nor for defects.

## 8. Prices and Payment

8.1 The due date and the terms of payment of the production fee of the 3D Signs and the rental fee for the contract period are specified in the order confirmation by LP.

8.2 In the event that payment is not received in due time by LP, default interest rate will accrue to the overdue payment at the default interest rate provided for under the Danish Interest Act.

8.3 Prices quoted by LP are exclusive of duties, value added tax (VAT) and any other taxes or duties unless otherwise expressly agreed.

8.4 All invoices will be sent by LP to the Customer as e-invoices via e-mail. Any requests from a Customer to receive hard-copy invoices via ordinary mail will be subject to a handling charge of EUR 10 per invoice.

8.5 It is the responsibility of the Customer to provide LP with all relevant data for the invoicing by LP to the Customer, such to include correct details of the correct recipient of the invoice (company name, company number, address, phone numbers, VAT number and e-mail addresses etc.). In the event LP is requested to issue a credit note and a new invoice due to the Customer having provided LP with incorrect invoicing details, LP is entitled to charge the Customer a handling fee of EUR 50 per new invoice to be issued.

## 9. Intellectual Property Rights

9.1 The Customer recognizes the validity and the ownership by LP of LP’s intellectual property rights regarding the 3D Signs, including the patents and utility models used in connection with the manufacture and commercial use of the 3D Signs and the copyright and design of the individual 3D Signs as well as all other products made available to the Customer.

9.2 The Customer has no right to use or register any trademark, trade name or domain name belonging to LP or such trademarks, trade names or domain names confusingly similar to LP’s.

9.3 Use of the 3D Signs or 3D Signs designs by others than the Customer or at other events or outside the contract period is strictly prohibited and shall be considered a material breach of the Customer’s obligations under these General Terms.

## 10. Retention of Ownership

10.1 The 3D Signs belong to LP unless otherwise agreed between the parties.

10.2 After the agreed use the Customer shall at the sole option of LP and at the Customers own cost return the 3D Signs to LP or destroy the 3D Signs irrespective of whether they are owned by LP or by the Customer unless otherwise agreed between the parties. LP can request to receive evidence that the 3D Signs have been correctly destroyed.

## 11. Remedies

The remedies mentioned in this clause 11 are the only remedies available to the Customer. LP is under no circumstances liable for any direct or indirect losses, claims, damages, compensation, fines or costs incurred by the Customer or by other parties, including but not limited to lost profit or lost business opportunities. The Customer shall reimburse LP for any and all such losses, claims, damages, compensation, fines and costs.

### 11.1 Delay

11.1.1 If delivery of a 3D Sign is delayed pursuant to these General Terms due to LP and the contract period is started before the 3D Sign can be displayed, the Customer is entitled to a proportionate reduction of the rental fee for the said 3D Sign.

## 11.2 Defects

11.2.1 The 3D Signs are manufactured in good quality. LP warrants that the 3D Signs are free from defects during a period of 12 months from the date of delivery and that the optical effect of the 3D Signs will, within reasonable expectations, last during such 12 months period. This warranty does only cover if LP's installation, handling and storage guide is observed and complied with. LP is not liable for the fading of colours.

11.2.2 In the event of logo quality deviations, the Customer shall have the option to choose between one of the two remedies set out in clause 11.2.3 and 11.2.4, it being understood that the remedies are not cumulative:

11.2.3 If the logo quality deviates considerably from what can reasonably be expected, the Customer is entitled without undue delay and free of charge to have the 3D Sign substituted with a new 3D Sign, provided, always, that (i) the Customer has given LP notice hereof in writing as soon as possible and in no event later than three (3) days after delivery, (ii) the placement of the cameras and the 3D Signs are as agreed upon, (iii) that the Customer has abided by LP's installation, handling and storage guide and (iv) that the Customer shall bear its own costs to custom duties.

11.2.4 If the logo quality deviates considerably from what can reasonably be expected, the Customer is entitled to a proportionate reduction of the rental fee for the said 3D Sign, made up from the date of complaint until the deviation is remedied, provided, always, that (i) the Customer has given LP notice hereof in writing as soon as possible and in no event later than three (3) days after delivery, (ii) the placement of the cameras and the 3D Signs are as agreed upon and (iii) that the Customer has abided by LP's installation, handling and storage guide.

11.2.5 If delivery of a 3D Sign or substitution of a defective 3D Sign, cf. clause 11.2.3 – 11.2.4, cannot take place before the event has taken place, the Customer shall be entitled to cancel the agreement with regard to the said 3D Sign and have its payment for the said 3D Sign repaid as well as its direct, reasonable and documented out-of-pocket expenses in relation to freight of the 3D Signs. For the avoidance of doubt, the Customer shall bear its own costs to custom duties.

## 12. LP's Liability

12.1 LP is only liable for the visual interaction between the placement of the camera and the 3D Signs as pointed out by the Customer. The Customer is liable for a safe, correct and lawful placement of the 3D Signs in any and all respects. The Customer shall reimburse LP for any and all losses, claims, damages, compensation, fines and costs, including but not limited to claims for bodily injury, caused by the placement of the 3D Signs.

12.2 LP shall not be liable for any displacement or change of the master camera after measurements have been carried out.

12.3 LP shall not be liable for any displacement or change of position of the 3D Sign on the field after LP has provided the installation manual marking the precise specifications for the placing of the 3D Sign.

12.4 LP shall not be liable for any injuries, direct or indirect, that the Customer, players or others may sustain in connection with the use of the 3D Signs, unless such injuries occur as a result of gross or wilful negligent actions or omissions by LP.

12.5 LP shall under no circumstances be liable for any operating loss or other indirectly loss incurred by the Customer or third party in connection with the use of 3D Signs.

12.6 In the event that LP should be found liable to a third party for product liability claims, the Customer shall indemnify LP to the extent to which LP's liability is limited according to these General Terms.

## 13. Force Majeure

13.1.1 LP is not liable for delay or defects due to force majeure or other impediments beyond LP's control.

13.1.2 For the purpose of this agreement a force majeure event shall mean an Act of God, government order, earthquake, flood, fire, riot, war, terrorism, embargo, strikes, boy-cut, lockout, delayed or insufficient delivery of raw material or other, or any other delivery of a satisfying quality, fire, natural conditions, lack of failure of transportation or war, currency restrictions, restrictions as to imports/exports as well as interruptions or stop of work, and which are adapted to delay or prevent the production or delivery of the 3D Signs or which makes the fulfilment of this agreement much more troublesome to LP than first expected.

13.1.3 In case a complete or punctual delivery is temporarily prevented, and this is caused by one or several of the force majeure events mentioned in clause 13.1.2. or events similar to force majeure, the obligations to deliver is suspended during the period, of which the prevention endures, with the effect that the postponed time of delivery, in any case, is considered punctual, which is the reason why the Customer is not entitled to cancel the agreement as long as such an event exists.

## 14. Claims

14.1 Any and all claims with regard to the 3D Signs must be received by LP without undue delay after the defect has or ought to have been discovered by the Customer and in any case within twelve (12) months after the date of delivery.

14.2 If the claim is not received within twelve (12) months after the date of delivery, any and all claims with regard to the 3D Signs shall be considered lapsed, and consequently LP cannot be held liable for any claims what so ever.

## 15. Termination

15.1 The agreement with the Customer and the right to display the 3D Signs terminate without notice at the end of the contract period. The Customer shall promptly inform LP if he wishes to continue to use and display the 3D Signs after the end of the contract period. If the Customer continues to use and display the 3D Signs after the end of the contract period, he shall be considered to have entered into a new agreement with LP at the same terms as those agreed for the previous contract period.

15.2 Notwithstanding clause 15.1, LP may by notice to the Customer terminate the agreement

immediately on the happening of any one of the following events:

15.2.1 the Customer commits any breach of the agreement or these General Terms and (in the case of a breach capable of remedy) fails to remedy the same within thirty (30) days after receipt of a written notice giving particulars of the breach and requiring it to be remedied;

15.2.2 the Customer is dissolved, becomes insolvent, fails or is unable or admits in writing its inability to pay its debts, institutes or has instituted against it proceedings seeking a judgment of insolvency or bankruptcy; has a resolution passed for its winding up or liquidation; seeks or becomes the subject of the appointment of an administrator, receiver or similar official in respect of its assets or analogous proceedings in a foreign jurisdiction;

15.2.3 the Customer challenges the validity of, or entitlement of LP to use, any of the intellectual property rights used by LP or commits a breach of clause 17.1 – 17.2; or

the Customer shall fail to make payments to LP on the due date;

15.3 In the event of a breach of a party's obligations under the agreement, the other party shall be entitled to compensation in accordance with the general principles under Danish law, unless otherwise is stated in these General Terms.

## 16. Changes and Notices

16.1 The agreement with the Customer with all appendices thereto, including these General Terms, constitutes the express intent of the parties in relation to the matter hereof and invalidates all previous oral and written agreements or understandings that may have been entered into between the parties prior to the agreement.

16.2 Any modification of the agreement including the modification of this provision must be made in writing and be signed by both parties.

16.3 All notices according to the agreement and these General Terms must be in writing and, as far as notices to LP are concerned, sent by e-mail, registered letter or fax to LogoPaint A/S, Tysklandsvej 6, DK- 7100 Vejle, Denmark, Tel: + 45 76 40 13 00, Fax: + 45 76 40 13 01, e-mail: [info@logopaint.com](mailto:info@logopaint.com)

## 17. Confidentiality and copyrights

17.1 The Customer shall ensure that the contents of the agreement remain confidential and the agreement documents and all other documents connected to LP's products may not be disclosed or reproduced, without the express authorization from LP.

17.2 LP reserves all rights to all documents drawn up by LP.

## 18. Jurisdiction and choice of law

This agreement is governed by Danish legislation. The applicability of the United Nations Convention on Contracts for the International Sale of Goods is hereby explicitly excluded. Any dispute arising out of entering into this agreement, the performance and the interpretation of this agreement shall be settled by the ordinary courts of Denmark, with the local court of Kolding, Denmark, as the first instance.