

Terms of sale and delivery for 25HOUR

These terms of sale and delivery (the "Terms") apply to all agreements on 25HOUR ApS', CVR number 39261960, sale and delivery of services within film and related production to business customers.

1. Basis of agreement

- 1.1. Basis of agreement. Together with 25HOUR's offer, order confirmations and sales agreement, these terms and conditions constitute the entire contractual basis for 25HOUR's sale and delivery of services to the Customer (the "Contractual Basis"). The Customer's purchasing conditions printed on orders or otherwise communicated to 25HOUR shall not form part of the Contractual Basis.
- 1.2. Amendments and supplements. Amendments and supplements to the Contractual Basis are only valid if the parties have agreed to them in writing.
- 1.3. Legal Status. Each party shall immediately notify the other party if the party changes its legal status, enters bankruptcy or reorganization proceedings or voluntary liquidation.

2. Services

- 2.1. Standard. The services that 25HOUR sells and delivers to the Customer are performed in a workmanlike manner.

3. Price and payment

- 3.1. Price. The price for the services follows the offer made by 25HOUR, where 25HOUR confirms the Customer's order and the Customer confirms the price in writing by signing a sales agreement, unless the parties have agreed otherwise in writing. All prices are exclusive of VAT.
- 3.2. Non-refundable security deposit. If a non-refundable deposit is included in the price, this will be stated in the offer and sales agreement. Non-refundable deposits are deducted from the final price at the last payment.
- 3.3. Driving. Driving in 25HOUR's own vehicles in connection with the performance of services is reimbursed by the Customer at the rates set by the state from time to time and stated in the final invoice.
- 3.4. Expenses. Expenses for board and lodging, etc. in connection with the performance of services shall be reimbursed by the Customer at cost price and appear from the final invoice.
- 3.5. Payment. The Customer must pay the submitted invoice for services in due time. 25HOUR reserves the right to apply late fees, interest, and termination of delivery as specified in clauses 4.1-4.2 in case of late payment.

4. Late payment

- 4.1. Interest. If the Customer fails to pay an invoice for services on time for reasons for which 25HOUR is not responsible, 25HOUR is entitled to interest

on the amount due at 2% per month from the due date and a fee of DKK 100 per unpaid invoice until payment is made.

- 4.2. Termination. If the Customer fails to pay an overdue invoice for services within 14 days of receiving a written demand for payment from 25HOUR, 25HOUR shall be entitled, in addition to interest pursuant to clause 4.1, to: (i) cancel the sale of the services to which the delay relates, (ii) cancel the sale of services not yet delivered to the Customer or demand prepayment thereof, and/or (iii) exercise other remedies for breach of contract.

5. Offers, orders and order confirmations

- 5.1. Offers. 25HOUR's offers are valid for 10 days from the date of the offer, unless otherwise stated in the offer. Acceptance of offers received by 25HOUR after the expiry of the acceptance period shall not be binding on 25HOUR, unless 25HOUR notifies the Customer otherwise.
- 5.2. Confirmations. Confirmations and refusals of orders must be in writing in order to bind 25HOUR.
- 5.3. Change of orders. The Customer may not change an order placed for services without 25HOUR's written consent.
- 5.4. Inconsistent terms. If 25HOUR's confirmation of an order for services does not match the Customer's order or the Contractual Basis and the Customer does not wish to accept the inconsistent terms, the Customer must notify 25HOUR in writing after receipt of the order confirmation. The deadline is specified in the specific sales agreement. Otherwise, the Customer is bound by the order confirmation.
- 5.5. Cancellation. Termination of a sales agreement may occur before the start of the assignment without further specified reason within the time limit specified therein. After this limit, the conditions described in clauses 4.2, 7.2, 8.5 apply to termination.

6. Delivery time.

- 6.1. Delivery time. 25HOUR delivers services no later than the time stated in 25HOUR's order confirmation. 25HOUR is entitled to deliver before the agreed delivery time, unless the parties have agreed otherwise.
- 6.2. Examination. The Customer shall inspect all services upon delivery. If the Customer discovers an error or defect that the Customer wishes to invoke, it must immediately notify 25HOUR in writing. If an error or defect that the Customer has discovered or should have discovered is not immediately notified in writing to 25HOUR, it cannot be claimed later.

7. Delayed delivery

- 7.1. Notification. If 25HOUR expects a delay in the delivery of services, 25HOUR informs the Customer of this and at the same time states the reason for the delay and a new expected delivery time.

7.2. Termination. If 25HOUR fails to deliver services within 14 days after the agreed delivery time for reasons for which the Customer is not responsible, the Customer may cancel the order(s) affected by the delay without notice by written notice to 25HOUR. The Customer shall have no other rights in connection with delayed delivery.

7.2.1. Proofreading in cooperation with the Customer is a natural part of 25HOUR's services. Delays affecting the final delivery of a project in connection with proofreading shall not apply.

8. Warranty

8.1. Warranty. 25HOUR warrants that the project has been carried out in a workmanlike manner and is free of material errors and defects at the time of delivery. The warranty does not cover any parts of the project that have not been carried out by or under the responsibility of 25HOUR (see clause 9).

8.2. Notification. If the Customer discovers an error or defect after delivery of the project that the Customer wishes to invoke, it must immediately notify 25HOUR in writing. If an error or defect that the Customer discovers or should have discovered is not immediately notified in writing to 25HOUR, it cannot be claimed later. The Customer shall provide 25HOUR with the information about a notified fault or defect that 25HOUR requests.

8.3. Investigation. Within a reasonable time after 25HOUR has received notice from the Customer of an error or defect and has investigated the claim, 25HOUR will notify the Customer whether the error or defect is covered by the warranty.

8.4. Remedy. Within a reasonable time after 25HOUR has notified the Customer in accordance with clause 8.3 that an error or defect is covered by the warranty, 25HOUR shall remedy the error or defect.

8.5. Termination. If 25HOUR fails to remedy a fault or defect covered by warranty within a reasonable time after 25HOUR has notified the Customer in accordance with clause 8.3, for reasons for which the Customer is not responsible, and the fault or defect is not remedied within a reasonable time, the Customer may cancel the order or orders affected by the fault or defect without notice by written notice to 25HOUR. The Customer shall have no other rights in connection with errors or defects in services than those expressly stated in clause 9.

9. Responsibility

9.1. Liability. Each party is liable for its own acts and omissions under applicable law, subject to the limitations set out in the Contractual Basis.

9.2. Limitation of liability. Notwithstanding any contrary terms in the Contractual Basis, 25HOUR's liability to the Customer may not exceed an amount corresponding to 25% of the agreed price. The limitation of liability does not apply if 25HOUR has acted intentionally or with gross negligence.

- 9.3. Indirect losses. Notwithstanding any contrary terms in the Contractual Basis, 25HOUR shall not be liable to the Customer for indirect losses, including loss of production, sales, profit, time or goodwill, unless caused intentionally or grossly negligent.
- 9.4. Force Majeure. Notwithstanding any contrary terms in the Contractual Basis, 25HOUR shall not be liable to the Customer for failure to fulfill obligations that can be attributed to force majeure. The exemption from liability shall continue for as long as the force majeure exists. Force majeure shall be deemed to be circumstances that are beyond 25HOUR's control and that 25HOUR should not have foreseen at the time the agreement was entered into. Examples of force majeure are unusual natural conditions, war, terrorism, fire, flooding, vandalism and labor disputes.

10. Intellectual property rights

- 10.1. Ownership. The full ownership of all intellectual property rights arising in connection with 25HOUR's performance of services, including patents, designs, trademarks and copyrights, belongs to 25HOUR.
- 10.2. License. The Customer has an unlimited, royalty-free, transferable license to use all intellectual property rights arising in connection with 25HOUR's performance of services for purposes falling within the Customer's usual business area or as separately agreed between the parties.
- 10.3. Infringement. 25HOUR shall not be liable for infringement of third party intellectual property rights by the services provided, unless the infringement is intentional. To the extent that 25HOUR may be faced with a claim of infringement of third party intellectual property rights by the services provided, the Customer shall indemnify 25HOUR, unless the infringement is intentional.
- 10.4. Storage. 25HOUR shall store completed projects for as long as necessary. 25HOUR shall not pass on, sell or otherwise transfer these to third parties unless the Customer has given its consent to this.

11. Confidentiality and privacy

- 11.1. Disclosure and Use. The Customer shall not disclose or use or enable others to use 25HOUR's trade secrets or other information of any kind that is not in the public domain.
- 11.2. Protection. The Customer shall not improperly obtain or attempt to obtain knowledge of or access to 25HOUR's confidential information. The customer shall handle and store such information responsibly to prevent it from inadvertently becoming known to others.
- 11.3. Duration. The parties' obligations under clauses 11.1-12.4 apply during the parties' cooperation and without time limit after the termination of the cooperation, regardless of the reason for the termination.

12. Processing of personally identifiable information

- 12.1. Processing. 25HOUR processes personal data in due observance of the General Data Protection Regulation and the Data Protection Act. Information about the Customer's name, address, e-mail, telephone number, etc. is only used in connection with the Customer's order and communication.
- 12.2. The data subject's rights. 25HOUR complies with the data subject's rights (including the right of access, rectification, erasure, restriction of processing, objection, data portability, complaint and the right not to be subject to a decision based solely on automated processing, including profiling).
- 12.3. Storage and disclosure. 25HOUR stores the information for as long as necessary for the purpose for which the information is processed. 25HOUR does not disclose, sell or otherwise transfer information to third parties unless the Customer has consented to this.
- 12.4. Contact. If the Customer wants information about what data is being processed, to have data deleted or corrected, the Customer can contact hello@25hour.dk.

13. Applicable law and jurisdiction

- 13.1. Applicable law. The parties' cooperation is in all respects subject to Danish law.
- 13.2. Venue. Any dispute that may arise in connection with the parties' cooperation shall be settled by a Danish court.