

Terms and Conditions

This document describes the terms and conditions for trading with Visuel Print A/S. The document is version 1.

These are the binding and applicable terms and conditions. The agreement can not be changed unless a written agreement is made between the parties.

In these terms and conditions the term “the supplier” means Visuel Print A/S and the term “the customer” means you as a customer.

§ 1 Offer and agreement:

1.1. An offer is binding for the supplier for fourteen (14) days from the date of the offer.

1.2. An agreement has been made when the customer’s acceptance is received by the supplier or when the customer has received a written order confirmation from the supplier.

1.3. If the customer has requested that the supplier provides sketches, lay-out, drawings, text proposals, test prints, etc., the supplier is entitled to receive payment for these services.

1.4. The offer is conditioned upon the following points:

- Materials and designs can be machine processed as presupposed in the offer
- The customer does not ask for the order to be partly delivered instead of one total delivery as stated in the offer.
- The material received from the customer corresponds to the offer given by the supplier.

§ 2 Price:

2.1. All prices are excluding VAT and delivery costs.

2.2. If there have been increases in wages, material costs, taxes or other costs, from the date of the offer until the date of delivery, the supplier can regulate the price to take account of such documented increases in costs.

2.3. If there have been decreases in wages, material costs, taxes or other costs, from the date of the offer until the date of delivery, the customer has the right to demand a price decrease to take account of such documented decreases in costs.

2.4. Price offers made in foreign currency are based on the exchange rate to DKK at the date of the offer or the order confirmation. The supplier retains the right to change the price according to the changed exchange rate before payment is made.

2.5. Apart from the agreed price the supplier has the right to claim payment for the following:

- Extra work because the customer has given incomplete, unfit or faulty materials or designs.
- Extra work because the customer asks for corrections or changes in the delivered material after work on the order has begun.
- Extra work because the customer makes more than one design approval cycle.
- Overtime and other measures which are agreed with the supplier after the agreement is made.
- Storage, handing over, handling or shipment of analogue or digital material belonging to the customer after the date of delivery
- Extra work because the order can not be produced in one continued production process due to matters regarding the customer.

§ 3 Delivery:

3.1. Delivery takes place at the time agreed with the customer with the proviso of delays caused by the following:

- Actions or omissions on the part of the customer.
- The points mentioned under 8.1. in this document.

3.2. In case of these delays the supplier can prolong the delivery or cancel the agreement.

3.3. If an event as mentioned above should lead to a situation where the delivery is more expensive, the supplier is only obligated to fulfill delivery obligations if the customer declares a willingness to pay the extra cost.

3.4. If no delivery date is agreed, the supplier determines the delivery date.

3.5. Delivery place is at the supplier's factory door unless the supplier has agreed to deliver the goods to the customer. In this case delivery is at the customer's expense and risk, and delivery has occurred when the goods have been handed to an independent transport company.

§ 4 Payment:

4.1. Unless otherwise agreed, payment must be cash at order time for first time orders made by new customers. In case of large first time orders a payment plan can be agreed.

4.2. Unless otherwise agreed, orders worth over DKK 100,000.00 are settled with 50% at order confirmation and the balance paid according to the agreed payment terms.

4.3. Unless otherwise agreed, payment shall be made within fourteen (14) days from the invoice date.

4.4. After the due date, interest will accumulate at the interest rate determined by the supplier. Currently, the supplier adds 1,5% interest per started month in case of delayed payment.

4.5. On the request of the supplier, the customer is obligated to issue a bank guarantee for payment. If the request is made after the agreement has been entered into the supplier is obligated to pay any costs that the customer may incur in relation to the bank guarantee.

§ 5 Property rights, copyright etc.:

5.1. The supplier owns copyright to sketches, drawings, concepts, creative presentations, original material, etc., which have been developed by the supplier, and they may not be handed over to a third party without the permission of the supplier.

5.2. All preparations, intermediary products, materials, tools, etc. which the supplier has procured or made is owned by the supplier, no matter whether it has been separately invoiced.

5.3. The items mentioned under section 5.2 may only be used for work for the customer and is only stored after specific agreement.

§ 6 Delay:

6.1. In case of a delay the customer is only entitled (with the proviso mentioned in section 3.1.) to cancel the agreement if the customer at the time of agreement has stressed the importance of delivery at a specific time.

§ 7 Defects:

7.1. The supplier has no responsibility for errors which the customer has not corrected during the proof process, including print, digital information, proof print etc.

7.2. The customer is not entitled to a price reduction or to refuse to receive the order in the case of minor deviations from the approved sample or agreed specification.

7.3. The supplier is entitled to over- or under-deliver up to 10% of the agreed quantity. If the paper or other material is produced specially for the order by others than the supplier the supplier is entitled to a reasonable over- or under-delivery beyond 10% of the agreed quantity, but only up to the delivery terms of the material supplier.

7.4. The customer is responsible for making an immediate complaint over defective or inadequate delivery. If the complaint is not made or is not made immediately the customer loses the right to make a formal complaint. The supplier may choose to repair or replace a defective product if it can be done within a reasonable time.

7.5. The supplier is not legally responsible for defective or inadequate delivery which can be traced back to materials or other components supplied by the customer.

7.6. The supplier is not legally responsible for errors in placement of glued, sown or otherwise added elements if the customer has not given precise instruction in writing about the placement of these elements.

7.7. The supplier gives no guarantee regarding missing or duplicated numbers when supplying numbered items. In the case of ordered items which are numbered when they are received, the cost of correcting numbers will be invoiced.

7.8. Unless agreed between the parties, the goods may not be shipped to USA or Canada and other overseas countries without a separate product liability insurance covering these countries. The insurance is paid by the customer. The supplier can not be held responsible for claims which could have been covered by such an insurance.

§ 8 Responsibility:

8.1. In case of delays and in case of defects, the supplier is not legally responsible if the delay or the defect is due to the following:

- Errors in or damage to production equipment which can be proven to have caused the delay or the damage of the produced items.
- In case of labor disputes of any kind.
- Any other circumstance outside the control of the supplier, such as fire, water damage, natural disaster, war, military mobilization or unforeseen military draft of similar scope, appropriation, riot, disturbance, currency restriction, lack of means of transportation, general shortage of raw materials, fuel restriction, export or import ban, and other similar force majeure situations

8.2. Delay or defective or inadequate delivery is covered by the freedom from legal responsibility mentioned in section 8.1., if the reason for the delay or missing delivery from the subcontractor is one of the circumstances mentioned in section 8.1. or termination of the company.

8.3. The supplier is not legally responsible for the customer's operating loss, loss of profit, or any other indirect loss due to legal issues of the customer in relation to a third party, apart from the cases mentioned in section 8.4. regarding delay or defects.

8.4. The supplier is responsible in case a product delivered causes damage to persons or things if the product by nature is normally intended for non-business uses and has primarily been used like that. The supplier is only legally responsible for damage to things if it can be proven that the damage is caused by errors made by the supplier or his employees which should not have been avoided by the customer's inspection of the delivered products.

The supplier is never legally responsible for damage to the production of the customer or others, damage to products that are packaged in or labelled with the delivered products, or damage to things of which the supplied product is a part unless it can be proven that the supplier has acted with gross negligence.

In cases where the supplier is imposed a legal responsibility for damages to things in relation to a third party, and if this legal responsibility reaches beyond the boundaries of the supplier's legal responsibility as agreed in these terms and conditions, the customer must indemnify the supplier for this legal responsibility and for legal costs.

8.5. The supplier has no legal responsibility in the case that the customer lacks the legal right to print, distribute or publish words, pictures, drawings, patterns, illustrations, texts, brands, other business features and other product features, including design and other features that can be subject to third party rights. If the supplier falls responsible in relation to a third party because of the customer's lack of legal rights the customer must indemnify the supplier of such a legal responsibility.

8.6. The supplier has no legal responsibility for loss or damage to property like for instance originals, materials, etc., which do not belong to the supplier but has been left in the care of the supplier by the customer in order for the supplier to solve a task or store the item. The supplier is legally responsible if it can be proven that the loss or damage is caused by gross negligence on the part of the supplier or his employees. The customer is in charge of insuring the item against damage or loss.

Regarding design services:

8.7. The customer quality control assumes full responsibility at the start of production. In case of error in print files etc. the supplier is not responsible for consequent loss but is only responsible for supplying new corrected print files.

§ 9 Subcontractors:

Pkt. 9.1. The supplier is free to let contractors carry out all or parts of the production process.

§10 : The Sale of Goods Act

Pkt. 10.1. Issues which are not covered by these terms and conditions, are legally regulated by Danish law, including the Sale of Goods Act (ref. this unofficial English translation: https://pure.au.dk/ws/files/32350316/Danish_20Sale_20of_20Goods_20Act.pdf) . In case of legal dispute about the interpretation, compliance and enforcement of these terms and conditions can only be brought before the Danish courts in accordance with Danish jurisdiction.

§ 11 Personal data

11.1 Visuel Print A/S registers personal data in the form of contact person names and contact information regarding orders received by Visuel Print A/S. The information is saved by customer name until the order is produced and is subsequently stored for at least five years according to Danish accounting laws.

11.2 When placing an order with Visuel Print A/S, customers who are data responsible as data processors in accordance with personal data laws must make sure that they comply with their duty to inform in relation to registered persons in the material that is used in production by Visuel Print A/S.

11.3 The handling of personal data in Visuel Print A/S follows the guidelines described in the Visuel Print policy for handling personal data. It is available on www.visuel-print.dk