General Terms & Conditions of purchase
for Entertainment Trading ApS

Valid from 1st of September 2013
This version of General Terms & Conditions of purchase replaces all previous agreements between the Seller and Entertainment Trading ApS.

The General Terms & Conditions found herein shall apply to all Business-to-Business transactions where goods and services are sold to Entertainment Trading ApS (Entertainment Trading). Any additional or different terms may only be valid if made in writing and accepted by both parties.

1. The order
1.1. Purchase orders made by Entertainment Trading and any changes and additions to the orders must be made in writing or text form.
1.2. Entertainment Trading is entitled to cancel the order free of charge if the Seller does not confirm the order in unmodified form within one week after receipt.
1.3. All purchase orders can be cancelled at any time from Entertainment Trading without any damages or fines to be paid.

2. Time limits
2.1. Agreed time limits for deliveries of goods and services shall be binding. If delays are expected or occur the Seller shall immediately notify Entertainment Trading in writing or text form.
2.2. If the Seller fails to deliver or perform within an additional period of grace set by Entertainment Trading, Entertainment Trading shall without prior notice be entitled to refuse acceptance, rescind the contract or demand compensation for non-performance. Entertainment Trading are entitled to rescind the contract even if the delay was not the Seller’s fault.
2.3. If the Seller exceeds the agreed time of delivery, Entertainment Trading is entitled to charge 20 % of the purchase orders value.

3. Delivery
3.1. All deliveries must be accompanied by a visible copy of the purchase order, and a delivery note stating the order number as well as details of the content and the quantity of the content.
3.2. Entertainment Trading is entitled to charge EUR 100 if the purchase order and delivery note is not visible.
3.3. All deliveries of goods must be on EUR 1-pallets (dimensions 1200x800 mm), EUR 6-pallets (dimensions 600x800 mm) or in packages. We do not exchange pallets nor do we accept to be invoiced for the cost of any delivered pallets.
3.4. Unless otherwise agreed, all goods and services must be delivered to the headquarter of Entertainment Trading at the following address: Entertainment Trading ApS, Boegildsmindevej 3, 9400 Norresundby, Denmark.
3.5. Unless otherwise agreed, all goods and services must be delivered between 8 am and 6 pm Monday to Thursday and between 8 am and 5 pm Friday.
3.6. Unless otherwise agreed, risk of loss shall pass to Entertainment Trading upon completion of Entertainment Trading’s inspection and acceptance of the goods.
3.7. Entertainment Trading reserves, at the Seller’s expense, the right to return goods that are not in the agreed condition or in accordance with the purchase order.
3.8. The Seller will be charged a fine of EUR 5.000 if the delivered goods to a campaign are defective or insufficient.
3.9. If the Seller delivers fewer than 95% of the agreed goods, Entertainment Trading is entitled to charge a fine of 20% of the purchase orders value. The fines will be made up once a year and sent as an invoice.

4. **Prices and payments**

4.1. The price of the goods and services shall be stated in the purchase order, and, unless otherwise so stated, shall be inclusive of all charges for transportation, packaging and packing of the goods, as well as any taxes, duties, imposts or other levies. No increase in the price may be made for any reason without the prior written consent of Entertainment Trading.

4.2. If Seller decreases the prices for any goods to be furnished hereunder, the price of all un-shipped items shall be adjusted to the lower prices.

4.3. Invoices shall be sent to finance@entertainment-trading.com and they shall contain the order number. If Entertainment Trading has not received the invoice at least 1 day before delivery, Entertainment Trading is entitled to refuse acceptance or rescind the contract.

4.4. Entertainment Trading is entitled to charge EUR 100 if the Seller has not sent the invoice to finance@entertainment-trading.com before the goods or services are delivered.

4.5. Unless otherwise agreed terms of payment shall be net 90 days after receiving the invoice.

4.6. When paying in advance, Entertainment Trading is entitled to get discount of 10% of the purchase order.

4.7. Payments shall not be deemed as an acknowledgement that the goods or services are in accordance with the contract. In the event that the goods or services are defective or incomplete, Entertainment Trading is entitled, without prejudice to other rights, to withhold a reasonable amount of payment with regards to debts based on the business relationship until the Seller has performed in accordance with his contractual obligations.

4.8. Entertainment Trading does not pay any kind of interests or any late payment fees.

5. **Warranty**

5.1. In addition to any implied warranties, Seller represents and warrants that

(i) the goods and services are free from defects in design, workmanship and material, are of merchantable quality, conform to the order and applicable specifications, drawings and samples, if any, and are fit and sufficient for the intended uses specified by Entertainment Trading or otherwise known to Seller;

(ii) the goods and services (except for any trademarks or other intellectual property of Entertainment Trading) and the use thereof do not infringe any patent, trademark, copyright, trade secret, or other intellectual property right of any third parties;

(iii) the goods or services, including their advertising, labeling, packaging, manufacture, delivery, use and sale, conform to all applicable laws;

(iv) all goods are original and bear identical batch codes on product and the packaging, and that the goods are A-grade goods and have been sold without any restrictions regarding quality, warranty, last date of sale or “best before date” or any other restrictions; and

(v) the goods are free to be sold within the EU/EEA area and that the trade mark owners’ rights accordingly have been exhausted.

5.2. The warranty period is 3 years from the day Entertainment Trading sells the goods.

5.3. The Seller is obliged to credit the full price, including carriage expenses, if the goods or services are defective. For this purpose it is irrelevant when the goods are identified as being defective goods. Goods may be identified as defective goods at any time, including without limitation upon delivery to Entertainment Trading, during the retail process, at the
point of sale by Entertainment Trading to a customer or subsequently by a customer of Entertainment Trading.

5.4. Entertainment Trading does not accept replacement goods.

6. **Indemnification**

6.1. Seller will indemnify, defend and hold Entertainment Trading harmless from and against any and all claims, demands, losses, liabilities, suits, causes of action, legal proceedings, damages, costs, and expenses (including reasonable attorney’s fees), arising out of or related to:

(i) any patent, trademark, copyright, trade secret or other intellectual property infringement claim relating to the names, goods, materials, or packaging, supplied by Seller;

(ii) any breach of any provision of this Terms & Conditions by Seller or of any representation or warranty made by Seller herein; or

(iii) any injuries to or the death of any person(s), including employees of Entertainment Trading or Seller, or the loss of or damage to the property of any person(s), caused by or resulting from the negligence of Seller or any of its employees, or from improper or defective goods or materials, except that Seller shall not be liable for any such claims resulting from the sole negligence of Entertainment Trading.

6.2. Such indemnification obligations shall survive termination or expiration of this Terms & Conditions.

6.3. Seller agrees to maintain at its expense, general liability insurance (including products liability) and such other insurance as Entertainment Trading may specify to Seller and which includes Entertainment Trading as additional insured. Seller shall provide a certificate of insurance to Entertainment Trading upon request.

6.4. Entertainment Trading shall not under any circumstances be liable to Seller for incidental, special, punitive or consequential damages (including without limitation lost profits).

7. **Startup fees**

7.1. When dealing with a new Seller, Entertainment Trading is entitled to charge a startup fee of EUR 5000. The fee is used on general setup of the new Supplier, marketing and visibility of the Seller’s products.

7.2. When dealing with a new Seller, Entertainment Trading charges a fee of 10% of the first purchase order. The fee is used on marketing of the Seller’s products.

8. **Force majeure**

8.1. Neither Entertainment Trading nor Seller shall be liable to the other for default or delay in performing its obligations, if caused by an event beyond reasonable control, provided that the affected party gives prompt written notice of any such inability to perform to the other party.

8.2. Events beyond reasonable control includes, but is not limited to, natural disasters, war, civil war, riots, terror, strikes, lockouts and compliance with any governmental rules or regulations.

8.3. If necessitated in Entertainment Trading’s opinion by any such event, Entertainment Trading shall have the option, exercised by written notice to Seller, to cancel the order.

9. **Disclosure**

9.1. In connection with the purchase of goods or services every information between Entertainment Trading and the Seller shall be treated confidentially and may not be revealed to any third party.
10. **Jurisdiction and governing law**

10.1. These General Terms & Conditions are subject to Danish law. Any dispute arising out of or relating to these General Terms & Conditions shall be settled by arbitration at the Danish Institute of Arbitration according to the rules of the Danish Institute of Arbitration.

11. **Additional requirements for suppliers**

11.1. Your official product websites must link directly to our website in the respective countries.

11.2. Items sold to Entertainment Trading are not allowed to be Google protected; we must be able to use the products/brands for marketing campaigns (Google Adwords etc.)

11.3. All goods bought by Entertainment Trading are bought with the rights of full sale or return at any time. The supplier shall collect the goods from Entertainment Trading within 14 days from the date of Entertainment Trading notification. Any goods not collected by or on behalf of the supplier within the period may be sold or disposed of by Entertainment Trading.

11.4. The supplier is obliged to issue a full refund for returned goods.
Allonge / Comments: