

1. GENERAL

The terms and conditions shall be applicable to NejTak+ [no thank you+] distribution carried out and arranged by FK Distribution. Changes or amendments to the terms and conditions are not valid unless they are agreed to in writing.

The functionality of the NejTak+ arrangement comprises:

1. The consumer shall reject the sales material that is not wanted and then receive the rest. It is a prerequisite that the consumer has said no thank you regarding the arrangement.
2. The consumer may amend the rejection at any time. However, a few weeks will pass before the registration of the rejection can be put into effect.
3. The consumer shall be notified when new sales materials are chosen. In this case, the consumer shall make any additional choice if the sales materials are wanted. This also applies to establishing a new shop in a business area in which materials are already distributed, but where a new shop has been established.
4. Rejection and acceptance may only take place online, but FK has established a consumer-oriented telephone service at the same time.
5. If the consumer is not registered for NejTak, the registration is done directly on FK's website. FK then ensures registration with PostNord.
6. The selected printed matter shall be packed separately with a clear indication that it is to be distributed, even though the mailbox has a 'no thank you' sign on it.
7. Delivery shall primarily be carried out by an existing delivery company.

2. DISTRIBUTION

FK Distribution distributes to all households in Denmark. Private households situated on offshore islands, which correspond to fewer than ½ per thousand of all Danish households, are not included in the area of coverage. Distribution to farms shall primarily be delivered in tubes mounted by FK Distribution, according to prior agreement with the properties. FK Distribution may make use of independent cooperation partners and sub-suppliers to undertake the distribution. FK Distribution's distribution duration is normally one to two days for material up to 200 grams. In case of higher weight per unit, distribution will be done according to special written agreement. It is always FK Distribution's informed number of households per postal code that is applicable at any given time.

NejTak+ distribution is carried out exclusively in connection with the unaddressed distribution period, which is Tuesday/Wednesday or Thursday/Friday. FK will ensure that distribution shall be finished no later than 21:00 the last agreed day of distribution. However, due to unplanned operation deviations, distribution to some routes will not be made until later. NejTak+ distribution takes place in the same area of coverage as is agreed between FK and the customer with regard to unaddressed printed matter.

Material may only be delivered to recipients who have signed up for NejTak+ who have stated that they wish to receive material from a specific customer.

3. PRODUCTION PLANS

In order to carry out efficient planning of the distribution, FK Distribution shall have, at any given time, production plans for all subscribing shops and members who have entered into the distribution agreement in question.

These production plans shall include:

1. Campaign weeks by chain
2. Circulation per campaign
3. Weight and format of the printed matter
4. List of the shops and members participating in the campaign, with special reference to any that do not participate

5. Information on the extent to which the circulation is identical or in different editions
 6. Information on the extent to which the printed matter has been provided with differentiated names
- To avoid misunderstandings, changes to previously forwarded production plans should always be made in writing and have been received no later than 21 days before the actual distribution date.

4. CIRCULATION QUANTITIES

The minimum quantity per order is 1,500 per distribution. If a customer has subscribed to NejTak+ and does not have at least 1,500 replies regarding receipt of the customer's printed matter, as a rule it will not be possible to carry out distribution unless a separate, written agreement has been entered into about this.

5. THE CUSTOMER'S DELIVERY OF PRINTED MATTER

If the printed matter has been provided with differentiated names, the names must be visible on the front of the printed matter and be legible when the circulation is packed on pallets.

If foliation is required, a dummy of 15 pieces shall be provided prior to creating the order.

A prerequisite for high quality is that the customer shall deliver the printed matter on time and that the printed matter meets all the standards set by FK Distribution concerning quality and packing of the printed matter, cf. the below. Late and/or insufficient delivery of printed matter will postpone the distribution period.

5.1 Delivery time

Printed matter must be provided to FK Distribution's terminals no later than the week before the first day of distribution. For distribution on Thursday/Friday, delivery shall be carried out on Tuesday-Thursday during the period of 7:00-14:00. On Thursday, however, no later than 12:00.

For distribution on Tuesday/Wednesday, delivery shall be carried out on Monday-Wednesday during the period of 7:00-14:00.

In case of public holidays between delivery and distribution, the delivery period shall be postponed and the time changed to 12:00 on the delivery day. Contact FK Distribution for more information.

5.2 Place of delivery

The delivery address is Taastrup and/or Tilst, depending on the quantity and geographical scope of the order.

Swift unloading may be ensured by booking unloading times at the two terminals. Booking shall be made no later than at 15:00 on the day before arrival at: <http://tryksager.fk.dk/portbooking>.

Unloading is guaranteed to take place no later than five minutes after the booked unloading time. When using pallet slips from <http://tryksager.fk.dk> the unloading time is significantly reduced.

5.3 Dimensions and formats for mechanical production

The printed matter and other mail shall always be broadside, unless they exceed the following dimensions.

FK Distribution has the following requirements for dimensions and formats:

	Printed matter dimensions in mm (height/spine x width x thickness)	Weight in grams
Minimum	145 x 90 x 0.2	None
Maximum	360 x 260 x 5	200 g

Deviations from the above require prior approval. This includes special packaging of the printed matter (foil, window envelope etc.)

Single-sheet printed matter shall have a minimum thickness of 0.2 mm. Alternatively, the printed matter shall be delivered folded so that the thickness of 0.2 mm is achieved.

Printed matter that does not comply with the dimensions mentioned above will be returned to the customer at the customer's expense. Printed matter that complies with FK's applicable terms and conditions, but where the nature of the printed matter makes it unsuitable for mechanical production, will be returned to the customer.

54 Content

Distribution of NejTak+ is intended for distributions that only consist of advertisements, customer information or marketing material. The distributed matter must not contain:

- Individual messages, such as account statements, invoices, bills or other business correspondence
- Magazines and newspapers that are subscribed to and ordered goods
- Independent advertisement brochures from those other than the sender
- The content of each item of printed matter distributed by FK Distribution shall be approved by FK Distribution.
- Information, which in the opinion of FK Distribution is damaging to FK Distribution's business, including activities that would be in competition with FK Distribution's business.

55 Acceptance on the part of the receiver

It is a prerequisite for delivery of distribution of NejTak+ that the recipient has indicated the wish to receive printed advertisements, marketing materials or customer materials from the customer. The indication from the recipient shall have been received by FK Distribution no later than 15-20 weekdays prior to the commencement of the distribution.

56 Bundling

The printed matter must be counted in precise and uniform homogeneous bundles, each bundle weighing a maximum of 10 kg, and containing 500 units. If the printed matter requires bundling with reversed direction of stacking in each bundle, the quantity of printed matter in each bundle must be the same, as high as possible and divisible by 25. To the extent possible, the material should be bundled without reversal of direction. Each bundle must be delivered tied lengthwise with one cord. Printed matter and catalogues weighing more than 200 grams shall be cross-tied with cord unless otherwise agreed.

When delivering in boxes or similar containers, a maximum of four A4 boxes may be delivered per circulation/title. In addition, bundles shall be delivered on EUR pallets.

When delivering uniform printed matter with printed names, codes or similar printed information, this shall be clearly indicated without having to break open the bundle. The printed name, code or similar printed information shall always be exactly the same as in the order confirmation field: "Distribution of". In case of printed matter, which either in format or thickness is inhomogeneous, the bundle and stacking reversal sizes shall be agreed in writing.

57 Pallets

The printed matter must be delivered on EUR pallets and packed within the edge of the pallet, unless otherwise agreed in writing with FK Distribution. Each pallet may contain only one and the same type of material. In case of multiple versions, these must be packed on separate EUR pallets. The weight of a pallet may not exceed 800 kg and have a maximum height of 140 cm. The printed matter must be fixed with pallet lids and hose clamps or plastic wrap so that the external corners are not damaged. EUR pallets are not refunded if they are used as pallet lids. If the pallet is wrapped in plastic, this must be transparent and not diffusion-proof. The pallets may only be wrapped in plastic if the bundles are without straps.

58 Pallet slips

Each pallet must be provided with a pallet slip placed visibly on the top of each pallet. The slip shall contain the following information:

- FK Distribution's delivery address
- The printed matter's name plus one copy
- Order number
- Distribution week
- Name of the printer
- Total number
- Number per bundle and stacking reversal
- Number bundles per layer

- Number of layers
- Number per pallet
- Pallet number x of y pallets and the weight of the printed matter in grams

Pallet slips shall be used and may be downloaded at <http://tryksager.fk.dk>. The password is the same as the order number.

59 Circulation count

In order to ensure that there is a sufficient quantity of printed matter, taking waste and loss during mechanical processing into account, an extra quantity (circulation count units) shall be delivered, cf. the table below.

NET CIRCULATION QUANTITY	CIRCULATION COUNT
1,500 - 10,000	250 printed matter units
10,001 - 50,000	2.50%
50,001 - 200,000	2.00%
200,001 - 500,000	1.50%
500,001 - 1,000,000	1.00%
1,000,001 - 1,500,000	0.75%
Above 1,500,001	0.50%

5.10 Photogravure printed matter

For printed matter produced using photogravure printing, the limit value is that the toluene residue and other organic solvent residues must not exceed 300 mg per kg. (+/- 15%).

The customer shall ensure that the printer provides a certificate of measurement documenting that the limit value has been complied with. The measurements shall be carried out by a laboratory accredited by DANAK (the Danish Accreditation Fund). FK Distribution is entitled to take random samples. If it is shown that the residue content of solvents exceeds the limit values mentioned above, the customer is obligated to pay the expenses regarding the measurement.

6. PRICES AND TERMS OF PAYMENT

All of FK Distribution's prices are exclusive of VAT and other taxes and duties. The prices stated are given on condition that these terms and conditions, as well as any order-specific conditions stated by the customer, are met.

Should changes of the terms agreed upon occur, invoicing will be adjusted correspondingly.

As the number of households within the various areas varies constantly, minor differences in the circulations may occur from the time of making the quote to the time of order confirmation, and again to the time of distribution. The actual number of households at the time of distribution will form the basis of the invoicing.

Terms of payment are four days before delivery deadline. If the money is not at our disposal on this day, the printed matter will not be distributed.

In case of breach of the payment deadline, the customer will be debited an interest of 1.5% of the amount due per each month started.

7. DEVIATIONS

If deviations are identified in the customer's delivery of printed matter from these terms and conditions or the conditions stated in the order confirmation, FK Distribution, after notifying the customer, is entitled to:

- Reject the delivery
- Re-route the delivery to an external bureau to process the delivery so that it complies with the terms and conditions described above
- Process the delivery so that it complies with the terms and conditions described above
- Postpone the time of distribution

This extra processing shall always be at the customer's expense and risk. This service shall be invoiced separately. A supplementary handling charge shall be added in case of printed matter that is not suitable for mechanical processing, cf. the applicable price list.

8. CANCELLATION AND REVOCATION OF ORDERS

Cancellation and/or revocation of orders can only take place when agreed upon in writing. All expenses in this regard shall always be at the customer's expense and risk.

9. THE CUSTOMER'S RESPONSIBILITY

It is the customer's responsibility that the provisions regarding the delivery of printed matter and content of these terms and conditions are complied with. The result of lack of compliance shall be that FK Distribution is not liable for defects, delays or distribution errors.

If the customer identifies any irregularities with regard to the above, the customer obligates itself to give FK Distribution notification hereof no later than Wednesday at 14:00 (for the distribution just finished on Thursday/Friday), indicating the nature of the error.

If a claim is not made as stated, the error cannot be made against FK Distribution at a later time. The customer is also responsible pursuant to the general provisions of Danish law.

It is the customer's responsibility that FK Distribution does not receive data in breach of applicable legislation, including the Danish Act on Processing of Personal Data. The sender shall be obligated to indemnify FK Distribution with regard to any compensation or penalty claims, or other loss that FK Distribution may suffer as a result of non-compliance with the obligations mentioned above.

The sender shall ensure that all electronic correspondence, including attached files, emails etc. that are sent to FK Distribution, be checked for all of the viruses generally known at the time of delivery so that FK Distribution does not receive virus-infected data.

10. FK DISTRIBUTION'S RESPONSIBILITY

It is FK Distribution's responsibility to carry out the tasks in accordance with the content and provisions of the order confirmation.

In case of any distribution errors, it will not be possible for FK Distribution to carry out subsequent coverage to the household. As far as possible, the household shall be offered digital access to the distribution material. If FK Distribution carries out this form of subsequent coverage, these errors cannot result in any claims for compensation.

In case of any distribution error, including delays and missing printed matter, FK Distribution is not liable for compensation for loss in the form of lost profits, inconvenience or any direct or indirect resulting damage, or for the distribution material itself or its production. Compensation may only be claimed for loss in the form of the actual distribution cost.

However, the amount of the compensation may not exceed an amount corresponding to the percentage of the invoice total of FK Distribution's deficient distribution, equalling a percentage up to 95%.

Delays of distribution caused by extreme weather conditions that prevent ordinary transport or the physical distribution, labour conflicts etc. are considered force majeure, and cannot give rise to compensation claims. All materials submitted to FK Distribution for distribution are insured against theft, fire and water damage. Any claims will be settled in accordance with the provisions of our insurance policies.

11. LIABILITY TO PAY COMPENSATION

FK Distribution is liable to pay compensation for miscarriage, including whole or partial miscarriage of a delivery if the miscarriage or damage is intentional or due to negligence, which can be imputed to FK Distribution. FK Distribution does not provide compensation if the sender or recipient has made an error that has significance for the miscarriage or damage. Compensation is neither given for the sender's nor the recipient's loss of profits, operation loss or other indirect results of the damage.

12. VENUE

Every dispute between the parties shall be settled by the City Court of Copenhagen. If the case can be brought before a high court, the venue is the High Court of Eastern Denmark. All proceedings shall be carried out in Danish in accordance with Danish law.

Claims against FK Distribution become obsolete one year after the distribution's delivery unless it is otherwise subject to mandatory legislation. The obsolescence shall be interrupted in case of litigation.