

1. GENERAL

These Terms and Conditions shall be applicable to any physical dissemination carried out by/or arranged by FK Distribution (hereinafter referred to as "FK"). FK shall reserve the right to make amendments or additions to these terms and conditions at three months' notice. The submission of offers and the acceptance of orders shall only be made in writing and shall be subject to the provisions of these terms and conditions. Offers shall be valid for 14 (fourteen) days from the time of receipt.

Any final order for distribution on Thursdays/Fridays shall be submitted in writing no later than on Thursdays at 16:00, 21 (twenty-one) days before commencement of the distribution. Any final order for distribution Tuesdays/Wednesdays shall be submitted in writing no later than on Tuesdays at 16:00, 21 (twenty-one) days before commencement of the distribution. In case of public holidays occurring between the time of delivery and distribution, the order deadline shall be moved forward. Please contact FK for more information.

If the Customer does not agree with the content of the order confirmation or provisions received, they shall immediately notify FK thereof. Otherwise, the content of the order confirmation shall be deemed to be applicable.

1.1 General NejTak+

The functionality of the NejTak+ (NoAds+) arrangement comprises:

1. The consumer shall opt out of the retail leaflets they do not want and then receive the rest. It shall be a prerequisite that the consumer has signed up for the NoAds+ arrangement.
2. The Parties shall agree that all information about the NoAds+ consumers, whether or not registration has taken place on a website operated by the Customer or FK, shall belong to FK.
3. The consumer may amend their opt-outs at any time. However, a few weeks will pass from the time of registration until the opt-out can be put into effect.
4. The consumer shall be notified when a new retail leaflet is added. The consumer shall then make any opt-in if they want the retail leaflet. The same shall apply if a new shop is established in a trading area in which distribution already takes place, but where a new shop has now been established.
5. Opt-in and opt-out may only take place online, but FK has established a consumer-oriented telephone service.
6. If the consumer is not registered for the No Ads Please arrangement, such registration shall be made directly on FK's website.
7. The printed matter opted for shall be packed separately with a clear indication that it is to be distributed even through the mail box has been provided with a No Ads Please sign.
8. Distribution shall primarily be carried out by the existing staff of distributors.
9. It shall be a precondition for delivery of NoAds+ material that the recipient has expressed their desire to receive retail leaflets, marketing or customer material from the Customer. Such expression from the recipient shall reach FK at least 15-20 business days before commencement of a distribution round.

1.2 General Permission+

The functionality of the Permission+ arrangement comprises:

1. Distribution of the Customer's own Permission addresses collected.
2. The Parties shall agree that all information about the consumers, whether or not registration has taken place on a website operated by the Customer or FK, shall belong to the Permission customer.
3. Upon expiry of the Contract, the Customer shall be entitled to have FK hand over all Permission information without undue delay. FK shall then be obliged to delete all information.
4. If registration takes place on a website operated by FK, FK shall be obliged – for as long as the Customer is active – to store the documentation of consent and to make it available upon demand.

5. FK shall be obliged to observe legal requirements applicable at any time with respect to consent and to comply with the guidelines of the Consumer Ombudsman, such as any requirements by the Consumer Ombudsman concerning the double opt-in solution.
6. As exchange of personal data may occur between the Parties, the Parties shall sign a data processing agreement to be appended to this Contract.
7. The printed matter opted for shall be packed separately with a clear indication that it is to be distributed even through the mail box has been provided with a No Ads Please sign.
8. Distribution shall primarily be carried out by the existing staff of distributors.

2. DISTRIBUTION

FK distributes to private households in Denmark.

Distribution takes place on Tuesdays/Wednesdays or Thursdays/Fridays. FK shall ensure that the distribution has been completed no later than at 21:00 on the last date of distribution agreed. However, due to unplanned operational deviations, distribution on some routes may take place later.

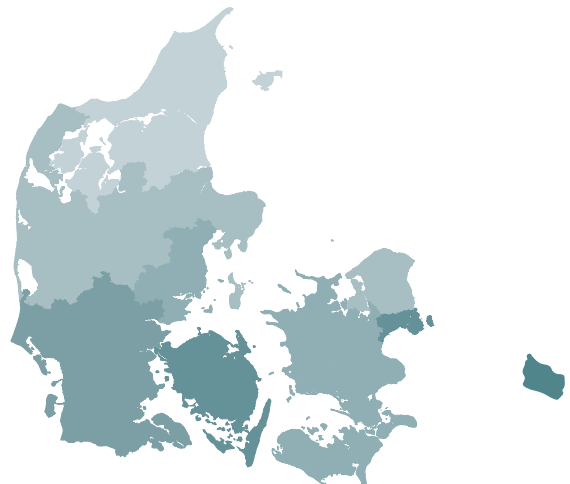
Distribution shall take place as physical dissemination to private households in the selected areas of coverage. Distribution shall take place in two weekly distribution periods. The amount of unaddressed printed matter has plunged since 2011, and this development is expected to continue, for which reason FK shall reserve the right to combine the two weekly distribution periods to one weekly distribution in some or all areas. Distribution shall then take place as from Tuesday up to and including Friday of the relevant week.

However, households on islands not connected to the mainland by a bridge, corresponding to less than 0.5 per thousand of all private households, are outside the area of coverage. Distribution to agricultural properties shall primarily take place in pipes installed by FK according to agreement with the property owner. FK may use independent cooperation partners and sub-suppliers to carry out the distribution. The duration of FK's distribution shall normally be one to two days for material up to 200 grams. In case of a higher weight per unit, distribution shall take place according to specific written agreement. The number of households per postal code disclosed by FK shall always be applicable at any time.

2.1 NoAds+/Permission+

NoAds+/Permission+ distribution shall take place as from Tuesday up to and including Friday of the relevant week. NoAds+/Permission+ material shall solely be distributed in the unaddressed printed matter coverage area agreed by FK and the Customer.

Should the Customer request distribution of Permission+ material outside the coverage area, this shall be considered selected dissemination and shall be priced separately pursuant to the prices set for selected dissemination.



3. CAPACITY

In order to be able to plan and manage capacity in the best way possible, FK has divided the physical dissemination into nine regions.

In each region, a maximum weight limit shall have been determined for a household set of printed matter to enable consistency with FK's distribution and production capacity.

In case the maximum distribution and production capacity is reached in a given distribution period, FK shall reserve the right to reschedule the Customer's distribution in one or more regions to an alternative distribution period. It shall be possible to offer the Customer's distribution in a distribution period in which the combined capacity limits are met. Such distribution period shall typically be immediately after or before the planned distribution period. FK shall give the Customer timely notice of any rescheduling.

Timely shall mean no later than six weeks before commencement of distribution. If booking of the Customer's order takes place during the period from the six weeks until the order deadline, FK may, without further notice, reschedule the Customer's distribution to an alternative distribution period.

4. PRODUCTIONS PLANS

To efficiently plan the distribution, FK shall at any time have production plans for all subscribing shops and members who have entered into the distribution contract in question. These production plans shall comprise:

1. Campaign weeks per chain
2. Print run 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 as to whether the print run is the same or in different versions
6. Information as to whether names have been overprinted on the printed matter.

To avoid misunderstandings, changes to previously submitted production plans shall always be made in writing and have been received no later than 21 (twenty-one) days before the actual distribution date.

5. PRINT RUNS

The minimum print run per order is 1,500 units per distribution – except for high-season weeks (see below). For name overprinting, at least 1,500 units per name overprint per distribution shall be delivered.

Limitations during medium-season and high-season weeks:

Season weeks are defined in Special Deliveries 2019 at www.fk.dk/Tools.

Minimum print run is 10,000 units per order during high-season weeks.

Minimum print run is 1,500 units per order during medium-season weeks

6. THE CUSTOMER'S DELIVERY OF PRINTED MATTER

If names are overprinted on the printed matter, such names shall be visible on the front page and legible when the print run has been packed on pallets.

A prerequisite for high quality shall be that the Customer delivers their printed matter on time and that their printed matter meets all of the requirements set by FK regarding the quality and packing of such printed matter, see below. Late and/or inadequate delivery of printed matter shall postpone the distribution period.

6.1. Delivery time

Printed matter shall be delivered to FK's terminals no later than on Wednesdays at 12:00 in the week prior to the first day of distribution.

In case of public holidays occurring between the time of delivery and distribution, the delivery period shall be moved forward. Please contact FK for more information.

FK shall reserve the right to change the time of delivery at three months' notice.

6.2. Place of delivery

The delivery address shall be Taastrup and/or Tilst, depending on the volume and geographical spread of the order.

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

Unloading shall be guaranteed to commence no later than five minutes after the unloading time booked. By using pallet slips from <http://tryksager.fk.dk>, the unloading time will be significantly reduced.

6.3. Dimensions and format for mechanical production

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

FK has the following requirements for dimensions and formats:

	Printed matter measures 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

Deviations from the above shall 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 as to achieve the thickness of 0.2 mm.

Printed matter that is not consistent with FK's applicable terms and conditions, but whose nature makes it unsuitable for mechanical production, shall be returned to the Customer.

6.4. Content

Distribution shall involve mailings consisting solely of retail leaflets, customer information or marketing material. The mailings shall not include:

- Individual messages such as statements of account, invoices, bills or other business correspondence
- Magazines and newspapers subject to subscription and ordered goods
- Separate retail leaflets from parties other than the sender
- Content not approved by FK for each distribution by FK
- Information which in FK's opinion is damaging to its business.

6.5. Bundling

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

When delivering in boxes or similar containers, a maximum of four A4 format boxes per print run/title may be delivered. In addition, bundles shall be delivered on EUR pallets, however, no more than one name overprint per pallet. When delivering uniform printed matter with overprinted names, codes or similar information, this shall be appear clearly without having to break open the bundle. The overprinted name, code or similar information shall always be exactly consistent with the order confirmation field: "Distribution of". In case of printed matter that is inhomogeneous either in format or thickness, the bundle and stacking reversal sizes shall be agreed in writing.

6.6. Pallets

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

6.7. Pallets slips

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

- FK's delivery address
- Name of the printed matter plus one copy
- Order number
- Distribution week
- Name of the printer
- Total number
- Number per bundle and stacking reversal
- Number of 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://trysager.fk.dk>. The password is the same as the order number.

6.8. Combined packs/inserts

Inserts shall be acceptable only providing that they are attached inside or have been blown into the main product. The dimensions of the insert shall equal those of the main product.

Inserts from a publisher other than the Customer shall always be considered and priced as separate printed matter.

Packs combining two or more printed matter units shall, even if the printed matter or material is from the same chain, always be charged as separate units based on the weight of each of the combined retail leaflets.

Packing in envelopes shall always be approved by FK no later than three weeks before the first day of distribution.

Mailings containing inserts, combined packs and foliation may be distributed in accordance with prior agreement. In case of foliation, a dummy of 15 units shall be delivered prior to creation of an order. Any deviations from the above shall be approved by FK no later than three weeks before the first day of distribution.

This procedure shall apply to each printed matter unit and to packing in envelopes.

6.9. Circulation count

To ensure that a sufficient quantity of printed matter exists, taking into consideration waste and loss during mechanical processing, an extra quantity (circulation count unit) shall be delivered, see 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 %
Over 1,500,001	0,50 %

6.10. Photogravure printed matter

For printed matter produced using photogravure printing, the threshold value is that such printed matter may have a toluene residue and other organic solvent residues of no more than 300 mg per kg (plus/minus 15%).

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

7. PRICES AND TERMS OF PAYMENT

All of FK's prices are exclusive of VAT and other taxes and duties. Such prices have been stated assuming that these Terms and Conditions and any

order-specific conditions stated by the Customer have been complied with.

Should changes occur in the terms and conditions agreed, invoicing shall be adjusted accordingly.

As the number of households in the areas constantly changes, minor differences may occur in the volume of printed matter from the time of making a quote until the time of order confirmation and until the time of distribution. The actual number of households at the time of distribution shall serve as the basis of invoicing.

The terms of payment shall be four days before the deadline for delivery. If the amount payable is not available by such time, the printed matter shall not be distributed. In case of breach of the time of payment, the Customer shall be charged interest at the rate of 1.5% per month or fraction of a month on the amount payable at any time.

8. DEVIATIONS

If deviations from these Terms and Conditions or from the terms and conditions stated in the order confirmation are identified in the Customer's delivery of printed matter, FK shall be entitled, after having notified the Customer, to:

- Reject the delivery.
- Redirect the delivery to an external agency 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.

Such extra processing shall always be at the Customer's expense and risk. This service shall be invoiced separately.

9. CANCELLATION AND REVOCATION OF ORDERS

Cancellation and/or revocation of orders may only take place when agreed upon in writing. All related expenses shall always be at the Customer's expense and risk.

10. THE CUSTOMER'S RESPONSIBILITIES

It shall be the Customer's responsibility that the provisions governing the delivery of printed matter and the provisions of these Terms and Conditions are complied with. Non-compliance shall entail that FK cannot be held accountable for defects, delays or distribution errors.

If the Customer identifies any irregularities regarding the above, the Customer shall be obliged to notify FK in writing thereof no later than on Wednesdays at 14:00 (for the distribution just finished on Thursdays/Fridays) and no later than on Fridays at 14:00 (for the distribution just finished on Tuesdays/Wednesdays) and to state the nature of the error.

If no complaint is made as stated above, the error cannot be enforced against FK. Moreover, the Customer shall have responsibilities following from the general provisions of Danish law.

It shall be the Customer's responsibility that FK does not receive data in breach of applicable legislation, including the Danish Act on Processing of Personal Data. The sender shall be obliged to indemnify FK against any claims for compensation, fines or other losses that might be inflicted on FK due to the sender's failure to comply with the above obligation.

The sender shall guarantee that all electronic correspondence, including attached files, e-mails etc. that are sent to FK, has been checked for all of the viruses generally known at the time of delivery so that FK does not receive virus-infected data.

11. FK RESPONSIBILITIES

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

FK shall endeavour to deliver a distribution quality of 95% on national basis. In delimited areas, the distribution quality may therefore be lower.

An unsatisfactory distribution quality cannot serve as a basis for any compensation for either distribution costs or for losses such as lost profits, inconvenience or any direct or indirect consequential losses or for the distribution material itself or its production.

In the event of distribution errors, FK shall, as far as is possible, effect subsequent coverage of households not having received the distribution material.

However, subsequent coverage of households signed up for the NoAds+/Permission+ arrangement will not be possible for FK. To the extent possible, such households shall be offered digital access to the distribution material.

All material delivered to FK for dissemination shall be insured against theft, fire and water damage. Any compensation shall be calculated in accordance with the provisions of our insurance policies.

12. LIABILITY TO PAY COMPENSATION

FK shall be liable to pay compensation in the event of loss, including loss or damage, in whole or in part, of a mailing if such loss or damage was due to intent or negligence that is the fault of FK. FK shall not pay compensation if the sender or recipient has made errors of significance to the loss or damage. No compensation shall be paid for either the sender's or the recipient's loss of profit, operating loss or other indirect consequences of the damage.

13. APPLICABLE LAW AND JURISDICTION

The Contract shall be subject to Danish law, however, not Danish international private law. The Copenhagen City Court, or the Eastern High Court if the action is brought for this Court, shall have jurisdiction over any dispute between the Customer and FK regarding the Contract or services provided under the Contract.

Claims against FK shall be barred by limitation three years after the time of delivery of the material for distribution unless otherwise provided by mandatory law. The limitation of time shall be interrupted in case of the commencement of proceedings.