

GENERAL TERMS OF SERVICE

1. Acceptance of terms

By placing an order at Mindworking Asia A/S ("Mindworking Asia") you accept the following terms of service. However, any provision in any individual contract between Customer and Mindworking Asia will prevail over the terms of service.

2. Supplier and customer

Mindworking Asia outsources graphic services to its own subsidiary in Bangladesh, which is controlled by Mindworking Asia. According to General terms of service, Mindworking Asia is the contractual Supplier to the Customer.

3. Corporate Social Responsibility

Mindworking Asia warrants that all matters relating to Corporate Social Responsibility (CSR) are handled in the best possible way and that Mindworking Asia in every respect, meets the conditions set out in the attached Audit report regarding the Supplier's CSR Activities. The CSR audit report can be found by clicking www.mindworkingasia.com

4. Products and volumes

The products are: Digital image and video editing such as but not limited to cutouts, retouch, recoloring etc.

5. Delivery

The Supplier operates in three shifts from Monday morning to Saturday morning.

All standard jobs will be delivered from Mindworking Asia to the Customer within 24 hours during working days from the time of receipt, unless otherwise agreed about.

6. Prices and terms of payment

Prices regarding the agreed tasks will be mutual agreed about before upstart.

The month's running production is invoiced at the end of each month. Payment is in net cash in 10 days paid to Mindworking Asia's bank account.

All prices are given exclusive of VAT.

7. The parties' obligations

The Customer is always obliged to keep a copy of files sent to Mindworking Asia so that any damage to the files during processing by Mindworking Asia and its partner will not result in a loss of files/data with no possibility of restoring them. The Customer cannot claim compensation for any loss of files from Mindworking Asia.

Mindworking Asia is obliged to keep processed files until the Customer has downloaded them.

However, this obligation ends 7 days after the order is fulfilled.

Mindworking Asia is not obliged to keep files received or to keep processed files over and above the above obligation.

Mindworking Asia is always obliged to treat all information received in connection with image files as confidential. Both parties are always obliged to treat all information about their processes as confidential.

8. Defects and complaints

On delivery, the Customer must promptly examine the material produced, as required by good business practice.

If the Customer wants to claim a defect, the Customer must notify Mindworking Asia in writing or by email within 7 days from delivery of done files. If the Customer has discovered or should have discovered the defect and the Customer does not make a proper complaint in writing or by email, the customer cannot claim the defect later.

Defects in the product sold will be remedied as soon as possible and no later than 2 working days after the complaint is received, whenever practically possible.

If the defect is not remedied within a reasonable time frame, the Customer is entitled to arrange for the defect to be remedied by another Supplier at Mindworking Asia's expense in compliance with the general rules of Danish law.

If a delay in delivery is due to Mindworking Asia being affected by the circumstances described in Clause 9, the delivery date is postponed for the duration of such hindrance. This provision applies even if the cause of the delay occurs before or after the agreed delivery date. In such cases, Mindworking Asia must notify the Customer without undue delay of any changes in the delivery time.

9. Limitation of liability

Any claim for damages against Mindworking Asia cannot exceed a total of one month's turn over

per calendar year, which is calculated based on the average invoice amount in the past 12 months, exclusive of VAT.

Mindworking Asia is not liable for Customer's business interruption, loss of profits or other indirect losses arising, including indirect losses caused by delays or defects in the products sold, unless they are caused by willful actions or gross negligence.

Especially Mindworking Asia is not responsible for any claim from any third party due to the fact that material delivered by Customer is infringing the third party's intellectual property rights.

The following events exempt Mindworking Asia from liability if they prevent the performance of Mindworking Asia or render such performance unreasonably burdensome: A general labor conflict and any other event beyond the parties' control, such as general Internet breakdown, fire, war, general mobilization or unforeseen military mobilization of a similar extent, requisition, seizure, currency restrictions, riot and insurrection, general strike, lack of transport, general scarcity of goods, natural disasters, restrictions in operating power and defects or delays in deliveries from subsuppliers caused by any of the events mentioned in this Clause. Events that occur before the quote was submitted or before the Agreement was concluded will only exempt Mindworking Asia from liability if their impact on the performance of the Agreement could not have been foreseen at the time.

10. Ownership

All materials produced for the Customer is the Customer's property.

11. Product liability

Product liability is governed by the rules of Danish law in force at any time. Unless otherwise prescribed by mandatory statutory provisions, Mindworking Asia is not liable for business interruption, loss of profits or other indirect losses.

12. Governing law and venue

Any disagreement between the parties must be settled according to the laws of Denmark. Cases must be brought before the Court of Aarhus in the first instance.