

Terms and Conditions

for Agreements concluded with

Brammers ApS, CVR 33054866, Trelleborggade 15, st.th,

2150 Nordhavn (hereinafter "Brammers")

1. INTRODUCTION AND SCOPE OF THE AGREEMENT

1.1. The Agreement comes into force upon the customer's acceptance of the offer.

1.2. "Back-to-back" terms apply between Brammers and the customer. By "back-to-back" terms it is understood that all claims relating to the current arrangement, which one of Brammers' suppliers can assert against Brammers, can be asserted by Brammers against the customer.

2. FEE

2.1. Fee and payment period are determined in the offer to the customer.

3. TERMS OF CANCELLATION

3.1 The agreement is irrevocable and binding, as Brammers bindingly orders suppliers immediately after the agreement is concluded.

3.2 In the event of the customer canceling or abandoning the agreed arrangement after the conclusion of the agreement, the following applies:

3.2.1 In case of cancellation earlier than 6 months before the date of holding the event, 10% of the contract sum is paid. In case of additional documented losses, the customer pays the loss.

3.2.2 In case of cancellation later than 6 months before the date of holding the event, 25% of the contract sum is paid. In case of additional documented losses, the customer pays the loss.

3.2.3 In case of cancellation later than 3 months before the date of holding the event, 50% of the contract sum is paid. In case of additional documented losses, the customer pays the loss.

3.2.4 In case of cancellation later than 1 month before the date of holding the event, 90% of the contract sum is paid.

3.2.5 The above applies regardless of when the customer may have made advance payments according to the Agreement.

3.2.6 In case of a supplier's failure to fulfill deliveries, e.g., as a result of Force Majeure, illness, death, breach, or bankruptcy, Brammers will do its best to adapt the arrangement and assist the customer with the completion of the changes. Brammers shall be exempt from liability for any losses the customer may suffer on this occasion and the cancellation conditions shall be fully applicable. The customer enters into Brammers' claims against the suppliers in question, who may e.g., be artists, venues, or suppliers of catering.

4. CONVEYANCE

4.1. None of the Parties is entitled, without the other party's prior written consent, to transfer its rights and obligations under this Agreement to a third party.

5. LIABILITY FOR DAMAGES AND LIMITATION OF LIABILITY

5.1. The parties are liable for damages according to the general rules of damages under Danish law.

5.1. Brammers' liability for the fulfillment of the Agreement is limited and cannot exceed the amount that Brammers has been paid by the customer, however in all cases maximized to DKK 50,000.

5.2. Brammers is not responsible for collateral damages, including operating loss, loss of data, lost profit, or other indirect losses.

6. DISPUTES, VENUE, AND APPLICABLE LAW

6.1. Any dispute or disagreement that may arise in connection with this Agreement shall be brought before The City Court of Copenhagen. The dispute is settled according to Danish law and with the Danish courts as the agreed place of jurisdiction.