

## CompanyXchange ApS - General Terms and Conditions

The following Terms and Conditions of services provided by CompanyXchange shall apply to sale of services from CompanyXchange to the Customer unless explicitly otherwise agreed upon between the parties.

### 1. Order Acceptance and Confirmation

An agreement shall not be considered concluded until an order placed by the Customer has been acknowledged by CompanyXchange in the form of a written order confirmation sent by email with a link to these General Terms and Conditions.

As part of the agreement, all proofs shall be returned to/received by CompanyXchange duly signed via email. Verbal corrections to proofs, including but not limited to telephone corrections, shall be at the responsibility of the Customer.

### 2. Price, Payments and Refunds

1. All prices shall be subject to VAT. The Customer may have to pay applicable local taxes.

2. CompanyXchange requires payments for advertising services upfront. Valuation and marketing services are payable with 50% upfront and 50% 8 days after delivery of reports, whereas a commission is due only upon closing by bank transfer in Euros.

3. All subscriptions last for the period agreed and paid for. CompanyXchange will contact the Customer for renewal. Any renewal is contingent upon the prior accept of the Customer.

4. All fees are non-refundable and non-transferable.

5. If payment is made after the final due date, the Customer may be charged default interest rate in the amount of the current official discount rate running from the invoice date plus 10 per cent p.a. .

### 3. Advertising

1. The Customer warrants that the content of the advertisement placed on the website will be true and accurate and does not infringe upon any copyright, trademark or other intellectual property rights of any third party. Accordingly, the Customer agrees to indemnify CompanyXchange from and against all claims, demands, actions, proceedings, costs, losses, expenses or damages it may incur howsoever arising whether directly, indirectly or consequentially as a result of said infringement.

2. CompanyXchange reserves the right to refuse to upload any listing if reasonably determined that such listing is improper, fraudulent or otherwise not bona fide.

3. CompanyXchange reserves the right to edit any company listing if reasonably determined that such editing will improve the quality of the website.

4. If a Customer is contacted directly by a third party through the use of this website, or by someone, who appears to be non bona-fide or who acts dishonestly or incorrectly in any way or who contacts you for any other purpose than to negotiate the purchase or sale of the item you have advertised, CompanyXchange recommends to contact us via our website or telephone +45 3696 8766.

### 4. Confidentiality

CompanyXchange recognizes that selling and buying a label company is a sensitive process and we respect the privacy of sellers and buyers. CompanyXchange will not share any personal data including the name of owners, companies and location or other confidential information with any third party, unless our Customer expressly has permitted us to do so. Customer contact details are not shown on the website and all messages from interested parties are forwarded directly to the Customer.

## 5. Ownership and Additional Terms for Brokers/Intermediaries

1. If you are selling or buying a label company or ordering other services in the capacity of a lawyer, agent, broker or any other form of intermediary you must register as an intermediary on this website.
2. At the same time you warrant that you have the full authority and permission FROM THE DIRECT OWNER of the label company to advertise said company on the website or order other services from CompanyXchange,

## 6. Commission

1. In case a successful transaction is consummated between an advertiser and an identified prospect or the company they represent via this website within two years after being named, the advertiser shall notify CompanyXchange and both parties shall pay at the time of closing CompanyXchange a commission of 0.5% for direct customers and 1% for intermediaries of the transaction value, plus any applicable VAT in immediately available funds.
2. A successful transaction is defined as a sale or purchase of a label company as announced on our website irrespective of the form of such transaction such as share acquisition, asset transfer or licensing, whether the transaction is carried out directly with the owner, a person or a company connected to the company or a trustee nominated by the company or whether the payment or other consideration has been performed.
3. The transaction value shall include the following elements: payments, value of swapped assets, value of contractually agreed options and shares, value of acquired liabilities and loans, payments and other forms of consideration to and from third parties, whereby it is irrelevant which contractual party is obliged to perform which components. The value of lease, rental, concession, licence, cooperation or similar agreements shall be the value of all considerations performed during a period of ten years as part of these agreements.

## 7. Delivery

Delivery shall take place on the time agreed upon. However, this shall not apply if delivery on time is impeded by reason of circumstances relating to the customer. In this case CompanyXchange may demand extension of time and cost compensation. Delay shall be considered material only if delivery does not take place without any undue delay on demand.

Unless otherwise agreed upon, the service of CompanyXchange is considered delivered when an approved advert is live on our website, valuation and teaser reports have been emailed or a contact has been transmitted to the advertiser.

## 8. Disclaimer

CompanyXchange accepts no responsibility for any loss or damage, including any indirect losses or damages, you may suffer as a result of your use of this website or receipt of services provided by CompanyXchange. All information advertised on this website has been provided by the buyers or sellers themselves and/or their representatives, and CompanyXchange does not check nor warrant the correctness of such information provided. CompanyXchange does not carry out any investigations or due diligence into the buyers, sellers or brokers who use this website. Accordingly, no claim for losses or damages may be asserted against CompanyXchange at any time.

## 9. Legal Venue and Applicable Law

Any controversy or claim arising out of or in relation to the services provided by CompanyXchange, whether contractually or in tort, and whether pertaining to contract formation, validity, interpretation, execution, amendments, termination, or settlements, shall all be governed and construed in accordance with the laws of Denmark, except that Danish choice of law rules shall not apply, and shall be settled by the court in Randers as the sole and exclusive venue of such controversy or claim.

By clicking 'Yes' to have 'read and agreed to our terms', you agree to be bound by these conditions.