

General Terms of Sale and Delivery

Scope

- These terms of delivery and sale shall apply to all agreements entered into between KENTAUR A/S (KENTAUR) and the buyer, unless KENTAUR has accepted a different basis for agreement in writing.

Offers, Orders and Acceptance

- Unless otherwise stated, offers shall be valid 60 days from date of offer.
- The buyer's orders shall not be binding for KENTAUR until the buyer has received a written order confirmation.
- If KENTAUR's order confirmation does not correspond to the buyer's order, the buyer shall complain immediately on receipt of the order confirmation. If not, the buyer shall be bound by the order confirmation.
- All correspondence (order confirmation, supply advice, invoice etc.) will be sent on-line, unless otherwise agreed.

KENTAUR's delivery

- KENTAUR's delivery shall only include those products specified in the order confirmation and KENTAUR undertakes to supply goods of the customary high quality in terms of materials and workmanship.
- For special models and special materials KENTAUR is entitled to deliver +/- 5% of the agreed upon volume.
- Product information, illustrations, drawings and technical data, e.g. measurements, materials etc. in catalogues, brochures or other advertising materials are only to be perceived as guidelines.
- All intellectual property rights, drawings, sketches, technical specifications etc. remain the property of KENTAUR and may not be copied or passed on to any third party without prior written consent from KENTAUR. Nor shall the products delivered be manufactured, imitated or passed on to any third party with this purpose in mind.

Terms of delivery

- Place and term of delivery are stipulated in KENTAUR's order confirmation. If the delivery term is not stipulated in the order confirmation, it is Ex Works KENTAUR's business address (Incoterms 2010).

Prices

- Prices are stated in order confirmations and price lists.
- KENTAUR reserves the right – with thirty (30) days notice – to amend prices in case of changes in currency, material prices, production costs, wages, transportation costs, customs rates or a government intervention or other events that are beyond KENTAUR's control (as stated in under "Force Majeure").
- If any changes are made to the delivery, or if KENTAUR's costs increase in any other way due to circumstances attributable to the buyer, KENTAUR is entitled to increase the price accordingly.
- KENTAUR is not accountable for obvious errors in price lists, offers and order confirmations.
- Unless otherwise agreed upon a handling fee of 10 EUR will be charged for orders below 200 EUR.

Terms of Payment

- Unless otherwise agreed upon in writing or is stated in the order confirmation terms of payment are current month + 15 days net cash after delivery.
- In the event of any late payment, interest shall be added as from the due date at the rate of 1.5 per cent per month or part of a month.
- The buyer shall not be entitled to offset any counter claim that KENTAUR has not accepted in writing.
- KENTAUR reserves the right to hold back ordered and confirmed goods in case of due payments or if the total outstanding payments total to more than the credit maximum for the respective buyer.

Retention of Title

- The products sold remain KENTAUR's ownership, until the entire purchase price including possible interest charges has been paid as agreed upon.

Delays

- If a delay of delivery is caused by one of the under "Force Majeure" mentioned events or buyer's action or omission, the time of delivery shall be extended correspondingly.
- The buyer shall complain in writing immediately upon a delay. If not, the buyer shall lose any remedies for breach in relation to the delay.
- In case of delay KENTAUR shall never be liable for operating losses, loss of earnings, loss of profit or other indirect losses. Furthermore, KENTAUR's liability can never exceed the invoice amount for the part of the delivery that has been delayed.

Claimant's Default

- If, after the delivery time has arrived, the buyer fails to take receipt of the delivery, KENTAUR is entitled to demand payment for the delivery and to store and insure the goods at the buyer's expense.
- If the buyer thereafter fails to take receipt of the delivery despite written request, KENTAUR is entitled to sell the products at the best possible price for the account of the buyer – including in such cases where the goods have been manufactured in accordance with buyers instructions or specifications. The buyer must in such case compensate KENTAUR for the difference between the agreed price and the selling price to the third party, added to which shall be all of KENTAUR's other costs associated with the breach of contract by the buyer.

Defects and Complaints

- The buyer shall immediately upon receipt of the products inspect the delivery to ensure that it is intact and in accordance with the agreement.
- KENTAUR shall receive any complaints no later than fourteen (14) days after the arrival of the products, for non-visible defects however no later than six (6) months from receipt of the products. The complaint shall be in writing and be made immediately after the defect is discovered or should have been discovered. If not, the buyer shall lose any remedy for breach that he or she may have had because of the defect. Complaints shall not exempt the buyer from paying the purchase sum on the due date.
- The above shall also apply if the products are – at the buyer's request – forwarded directly to the buyer's supplier for print, embroidery, etc. It is also the buyer's responsibility to inspect the delivery at the supplier in question before he or she applies the prints etc.
- If the delivery is defective, KENTAUR shall be entitled to remedy the defect by means of repair or a new delivery within a reasonable period. If the defect is remedied, the buyer shall not be entitled to claim any remedy for breach, incl. a proportional reduction or compensation.
- KENTAUR shall in no case be obliged to pay any costs that the buyer may incur in connection with the determination of defects. The products in question shall be returned to KENTAUR at the buyer's expense and risk in connection with remedy and re-delivery.
- In case of defects KENTAUR shall never be liable for operating losses, loss of earnings, loss of profit or other indirect losses. Furthermore, KENTAUR's liability can never exceed the invoice amount for the part of the delivery that has been delayed.
- Non-compliance to washing instructions stated on <http://www.kentaur.dk/en/general-info.html> will exempt KENTAUR for responsibility for defects.

Cancellation and Return

- Standard products, understood as products without logo, print, embroidery, chips or the like can – by prior agreement – be returned within fifteen (15 days) after delivery.
- A pre-condition is that the products are not wrinkled, washed, faded or in other ways damaged and that they are packed in the original packaging (e.g. bags).
- Furthermore the products must be included in the valid catalogue and not discontinued.
- Prior to shipment a return number must be given by KENTAUR's customer service department and this return number must be clearly stated on the outer packaging. If this is not adhered to, a handling fee of 15 % will be deducted on the credit note, alternatively the goods might be returned to the buyer.
- Return shipment shall be at the buyer's risk and expense.

Product Liability

- KENTAUR shall be indemnified by the buyer to the extent that KENTAUR is made liable to a third party for damage or loss for which KENTAUR is pursuant to the below points not liable towards the buyer.
- KENTAUR shall not be liable for personal injury; unless it can be proved that the injury is due to actions or omissions on the part of KENTAUR.
- KENTAUR shall not be liable for damage to personal property.
- KENTAUR shall neither be liable for damage to products manufactured by the buyer or to products of which such products form part or for damage to personal property caused by the products as consequence of the delivery. KENTAUR shall not be liable for damage to the buyer's products into which the delivery is incorporated.
- KENTAUR shall in no case be liable for operating losses, loss of earnings, liquidated damages, loss of time, loss of delivery, or other indirect losses. In any case, KENTAUR's liability shall never exceed the insurance sum of KENTAUR's product liability insurance. If a third party makes a claim against the buyer pursuant to this clause, the buyer shall immediately notify KENTAUR.

Limitation of Liability

- KENTAUR shall under no circumstances be liable for indirect damages or losses of any kind, including claims for liquidated damages, which the buyer may incur towards a third party and also including the buyer's operating losses, loss of time, loss of delivery or similar indirect losses.
- Even if KENTAUR in individual cases might waive a claim or right towards the buyer this shall not constitute a waiver on KENTAUR's part with respect to such claims or rights in other cases than the case in question.

Force majeure

- KENTAUR shall not be liable for the non-performance or delay in fulfilling the agreements if this is due to force majeure, war, riots, civil unrest, government intervention or public authority intervention, fire, strike, lock-out, export and/or import bans, mobilisation, vandalism, currency restrictions, delay and/or lack of deliveries from sub-suppliers, transportation hindrances, incl. ice hindrances or transportation accidents, power supply and similar production difficulties or any other cause beyond KENTAUR's control.
- If defect-free delivery or delivery on time is obstructed temporarily because of one or more of the above-mentioned circumstances, the delivery shall be postponed for a period corresponding to the duration of the hindrance with an addition of a reasonable period under the circumstances, allowing for a normalisation of conditions. KENTAUR shall in the above-mentioned cases inform the buyer of the change or the expected change of the time of delivery without undue delay. Delivery on the postponed date shall in any regard be considered to be on time.

Governing Law and Venue

- Any dispute between the parties shall be settled in accordance with Danish law. The international convention for contracts (CISG) shall not apply, whether in whole or in part.
- Any dispute shall be settled before the arbitration tribunal (Værneting) at the ordinary court in Kolding.

Fredericia, January 2015