

Centrano ApS CVR-no. 28853866
General Terms of B2B Sale and Delivery
(Valid from 22.06.2021)

1. Application

- 1.1 These General Terms of Sale and Delivery ("the terms" or "these terms") apply to the sale and delivery of any product or service (the "product(s)") made by Centrano ApS CVR-no. 28853866 ("Centrano"), to any buyer (the "customer"), unless expressly deviated from or modified by other written agreement. These terms apply whether the contract between Centrano and the customer is made by telephone, by e-mail, the website of Centrano or in any other manner.
- 1.2 Any indication by the customer of special or general terms in tender material, order, acceptance, purchase conditions etc. will not be considered a deviation from these terms, unless expressly accepted by Centrano in writing.

2. The Product

- 2.1 Centrano's product information shall be indicative only. Information given by Centrano shall only be binding where warranted separately in writing as part of the contract.
- 2.2 The customer shall have the full responsibility for selecting the product, including for the product's contents and quality matching the customer's requirements.
- 2.3 Where no specific description of the product is made, Centrano's understanding thereof shall apply.

3. Time and place of delivery

- 3.1 Delivery will take place Ex Works (Incoterms 2020), unless otherwise agreed in writing in each separate case. Centrano may from time to time offer other Shipping terms on the web-site.
- 3.2 Where delivery cannot be made due to conditions for which the customer is responsible, the product will be stored by Centrano at the customer's expense and risk. Centrano may charge storage rent, costs etc.
- 3.3 Any time of delivery stated by Centrano shall be approximate and thus not be binding on Centrano, unless a fixed time of delivery has been expressly agreed. If a fixed time of delivery has been expressly agreed, Centrano may extend such time by 10 working days from expiry of the fixed time of delivery. The customer shall not be entitled to exercise actions for breach of contract until after the expiry of the extended time of delivery. Where Centrano exceeds the extended time of delivery, the customer may terminate the contract with immediate effect if Centrano has not delivered the product within an additional time limit fixed by the customer in writing of at least five working days. Where the customer chooses to terminate the contract with immediate effect, the customer shall have no other claim than repayment of any payments already made for the delayed product, but not repayment of any other amounts paid for other products. The customer shall have no other remedies for breach as a result of the delay and shall thus be prevented from making any claim for damages.

4. Price and payment

- 4.1 Unless otherwise agreed in writing, the price for the product shall be Centrano's price in force at the time in question. There are 3 payment options available for the agreed price:
- 1) Credit card payment. This way, there will not be any delays in the order processing.
- 2) Paypal. A payment fee of 3% will be applied with this option.
- 3) Prepayment with Bank wire Transfer. This way, the order is not processed until payment is received on the bank account of Centrano.
- Prepayments in EUR should be made to Danske Bank IBAN: FI8781619710002097 SWIFT: DABAFIHH and shall always include a reference to the order number with the payment text.
- 4.2 Centrano shall be entitled to increase a price agreed with the customer due to currency changes, changes in freight prices, delivery failures, tax changes, out of stock goods, printing errors and technical errors and force majeure. These reservations may lead to that individual items in an order (or the whole order) will either not be delivered or the order will be delivered only after a price adjustment has taken place. The customer will be informed by e-mail if this is the case.
- 4.3 If the price of a product is increased by more than 10 % from the contract is made until delivery takes place, the customer may, without being liable to pay damages, rescind the contract if Centrano is notified thereof in writing immediately after the customer received information of Centrano's price change.

- 4.4 In case of late payment, default interest is charged at a rate of 1.5 % on the amount due per month or fraction thereof from the due date, until the amount is credited Centrano's bank account.

- 4.5 The customer is not entitled to set off claims pertaining to other orders or legal matters against the purchase price and shall have no right of retention or non-payment due to any delay, complaint or counterclaim in respect of the delivery in question.

5. Retention of title

- 5.1 Any delivery of the products shall remain the property of Centrano until the full purchase price/payment plus any interest and costs have been settled.
- 5.2 Until the title has passed to the customer, the customer shall insure the delivery properly and store the product properly and separate from other similar products.

6. Complaints and defects

- 6.1 The customer shall check the products and examine them for defects immediately upon arrival/receipt. Transportation damages shall be notified on the spot/arrival in writing to the representative of the transportation company.
- 6.2 Any claim for visible or easily detectable defects for which Centrano may be responsible shall be made by the Customer within 48 hours of the time of delivery. Where a complaint is not made in time, the right to claim defects shall be forfeited. Centrano shall only be liable for original defects in a period of 24 month from delivery, regardless of the nature thereof. Any claim from the customer to Centrano shall be in writing with a description and specification of the claimed defects.
- 6.3 Centrano's liability for defects shall always and under any circumstances be limited - at Centrano's option - to i) remedy of the defect, ii) a replacement delivery or iii) a proportional reduction of the agreed purchase price, such reduction to be fixed by Centrano. The customer shall have no other remedies.
- 6.4 If the customer advances a claim as a result of a defect, and it turns out that there is no such defect for which Centrano is liable e.g. wear and tear, wrong usage or overload damages etc., Centrano may claim a fair payment for the work carried out in connection with the handling of the claim.

7. Product liability

- 7.1 Centrano shall only be liable for product liability pursuant to the mandatory provisions of the Danish Product Liability Act (produktansvarloven). Centrano disclaims any other liability for product liability. Centrano's liability shall in all respects be limited to the coverage of Centrano's product liability insurance.
- 7.2 The customer shall, without undue delay, notify Centrano in writing of any damage or injury caused by a defective product or of any risk that such damage or injury may occur.
- 7.3 If Centrano incurs liability to any third party, the customer shall indemnify Centrano to the same extent as the extent to which Centrano's liability is limited pursuant to this clause.

8. Limited liability

- 8.1 Irrespective of the basis of liability and the degree of negligence, Centrano shall not be liable for any indirect or consequential losses such as loss of operations, loss of profits, or similar losses.
- 8.2 Centrano's liability for any loss or damage shall be limited to the amount paid by the customer for the product(s) on which the claim is based. Irrespective of the size of the payment for the product(s), Centranos total liability for damages cannot exceed DKK 100,000.

9. Industrial and intellectual property rights

- 9.1 Centrano or the sub-supplier of Centrano holds all industrial and intellectual property rights to the content on the website and the products (including contents, production methods, packaging etc.). The customer shall not be entitled to have similar products, including packaging etc., produced by a third party, and the customer shall not be entitled to use such products in connection with sale and marketing of similar products.

10. Marketing

- 10.1 Centrano may use the customer and/or the product, including a description of the business relation, as reference in its own marketing material.

11. Return of products

- 11.1 The Customer is not entitled to return any purchased product, unless such return has been expressly

accepted by Centrano in writing and the Customer has accepted Centrano's terms and conditions for the return of the products.

12. Force majeure

- 12.1 Centrano shall not be liable to the customer where the following circumstances occur after the signing of the contract and prevent or delay the performance of the contract: war and mobilisation, insurrection and civil commotion, acts of terror, natural disaster, strikes and lockouts (whether Centrano is a part thereof or the cause of these conflicts), shortage of goods and defects or delays in deliveries by sub-suppliers, flooding, fire, explosion, shortage of transport, exchange control regulation, import and export restrictions, death, disease or the resignation of key persons, pandemics, epidemics, computer viruses or other circumstances beyond the direct control of Centrano. In this case, Centrano may postpone delivery until such circumstance has ceased or, alternatively, terminate the agreement with immediate effect in whole or in part without being liable for damages.

13. Invalidity

- 13.1 Should one or more provisions of these terms be or become invalid, the terms shall remain valid between the parties. In this case, the parties shall replace the invalid provision(s) with a valid one which shall as far as possible pursue the objective and reflect the legal position contained in the invalid provision(s).

14. Applicable law and venue

- 14.1 Any dispute between Centrano and the customer shall be settled in accordance with Danish law, excluding however the conflict of law rules of Danish law or CISG.
- 14.2 Disputes shall - at Centrano's own discretion - be settled before either the ordinary courts of Denmark, the Court of Aarhus being the court of first instance, or before an arbitration tribunal appointed by the Danish Institute of Arbitration (Voldgiftsinstituttet) in accordance with its rules applicable at the initiation of the arbitration proceedings. The arbitration tribunal shall sit in Aarhus. Centrano may, however, always choose to take legal action against the customer at the customer's home court.