

Terms and Conditions of Quotation and Sale

Version 1.2
December 21st, 2021

The terms and conditions detailed herein (including all other GPower terms and conditions referenced herein) ("Agreement") apply to Customer's purchase of GPower hardware ("Hardware"), licenses to use GPower software ("Software"), and Non-GPower Branded Products (collectively the "Products"), as well as training, services, and support related to Hardware and Software ("Services") from GPower. "GPower" means GPower ApS with headquarters at Samsøvej 31, 8382 Hinnerup, Denmark, or, as applicable, another GPower affiliate identified on the quote, order acknowledgement, or invoice.

GPower Products and Services are commercially available, standard, off-the-shelf Products and Services sold to a diverse customer base from many industries and are not designed, tested or customized for the specific end-use purposes of the Customer.

This agreement shall apply unless Customer and GPower have entered into a separate signed agreement applicable to the purchase of the Products or Services. By placing an order with GPower, Customer agrees to be bound by the terms of this Agreement. GPower expressly objects to and rejects, and Customer expressly waives, any terms and conditions in Customer's purchase order or other similar document. If Customer does not agree with these terms, it shall promptly notify GPower and return the Product unused in its original packaging to GPower.

1. Software

Software is licensed pursuant to the software license agreements provided with the Software. By placing an order with GPower, Customer represents that it has become familiar with and agrees to the Software License Agreement. All Software is licensed, not sold, and title to the software remains with the applicable licensor(s).

2. Non-GPower Branded Products

Non-GPower Branded Products that GPower resells may not be testable or repairable by GPower, and it may be necessary for Customer to contact the manufacturer or the publisher for service or any warranty claims. To the extent it is not contrary to applicable law, GPower does not warrant, has no obligation to support, and hereby excludes all liability (including but not limited to any statutory or implied liability for Product defects or non-infringement) for Non-GPower Branded Products. The Limited Warranty clause of this Agreement does not apply to the sale and purchase of Non-GPower Branded Products. "Non-GPower Branded Product(s)" means any third-party hardware, software, or service that GPower sells, but does not carry a GPower mark.

3. Quotation

Where not otherwise specifically indicated, quotations are subject to confirmation. In case of orders for quantities which are larger or smaller than those quoted, GPower reserves the right to adjust the price and the time of delivery.

All prices are inclusive of the factory packaging and the labeling of the Product.

All prices are exclusive government taxes applicable from time to time.

4. Orders

GPower reserves the right to adjust dimensions, prices, etc. of its stock Products without prior notice. Prices are subject to confirmation, and GPower reserves the right to charge new or increased customs duties, exchange rates and other expenses - and to increase the prices in cases where GPower's supplier has made reservations with respect to increasing labor costs, costs of materials, etc. after the order has been registered. Such changes will not entitle Customer to cancel the order.

Orders will be considered accepted once GPower books an order and sends Customer a sales order acknowledgement. GPower shall not be bound by changes to an order unless agreed by GPower in writing. GPower reserves the right to cancel any order if any information provided by Customer to GPower is inaccurate. GPower reserves the right to suspend or cancel any order if Customer has any outstanding payments not due to GPower or is not in good standing.

5. Prices

Prices are set forth in the quotation issued by GPower to Customer ("Quote"). All Quotes expire thirty (30) days from date of issuance, unless otherwise stated in the Quote.

If Customer chooses to arrange for shipping or if the order is placed with a GPower entity outside the country of the applicable shipping destination, Customer is responsible for all shipping and handling, including fees, customs, formalities and clearance.

Prices exclude, and Customer is responsible for, all sales, use, service, value added, and like taxes ("Taxes") arising from the purchase of the Products and Services. If Customer is exempt from any Taxes, it must provide GPower with the appropriate tax exemption documentation at the time the order is placed.

6. Terms of payment

The due date is the date stated on the invoice.

In case of payment later than the due date, 0.1 % interest per day late will be calculated from the due date of the invoice amount inclusive of VAT. Furthermore, a one-time fee of 310 DKK for compensation for recovery costs and a fee of 100 DKK per late payment notice will be added.

Unless GPower approves Customer for credit terms, payment shall be made when the order is placed by direct credit transfer. If GPower approves Customer's credit application, payment shall be due no later than thirty (30) days after the date of GPower's invoice. GPower reserves the right to change or cancel Customer's credit terms at any time.

Standard invoice processing follows these guidelines:

- GPower will send invoice within 15 days of invoice date to an email address that Customer specifies.
- GPower will assume an invoice to have been received by Customer even if no acknowledgement of reception is provided.
- GPower will assume an invoice to have been accepted by Customer if no complaint notice is received from Customer within 7 days from invoice is sent to Customer. Invoice acceptance means Customer agrees to pay invoice in full and on time.
- Any invoice complaint must be sent by email to invoice@gpower.io. Complaints must include reason for complaint and description of how Customer wishes the issue corrected.
- No complaint will entitle Customer to withhold payment for deliveries made.
- An invoice complaint that results in a credit note and a new invoice does not prolong the original due date. The new invoice will have the original invoice's due date.
- Invoicing to an EAN-number instead of an email address is accepted but will incur an EAN Invoice Fee of 100 DKK.

Invoice processes requested by Customer that are non-standard for GPower may be subject to the payment by Customer of a five percent (5%) processing fee and any amounts GPower is required to pay to government authorities on behalf of Customer (if applicable).

7. Delivery

All deliveries take place as shipping purchases unless otherwise agreed.

The times of delivery stated by GPower are approximate, and if GPower is of the opinion that a stated time of delivery cannot be observed or that a delay must be considered likely, Customer will to the extent possible be notified thereof and of the time when delivery is expected to take place. GPower shall not be responsible for any loss of profits, loss of earnings or other indirect loss affecting Customer or its customers as a consequence of late delivery.

8. Shipping

All Products are shipped in the manner which GPower may find most appropriate from time to time – and without GPower incurring liability for any differences of freight.

Risk of loss to Products (for Software, the media) shall pass to Customer upon shipment from GPower's (or its relevant affiliates') warehouses.

9. Extraordinary matters etc.

All deliveries will be made at the confirmed price and date, but subject to GPower's reservations with respect to any changes that might be caused by circumstances beyond GPower's control, occurring after the order confirmation and with the result that the terms and conditions on which the agreement is to be performed have changed significantly compared to the circumstances prevailing at the time of the order confirmation. Such circumstances include but are not limited to the following: Labor disputes at GPower or GPower's sub-suppliers, changes in public taxes or duties, currency restrictions, exchange rate fluctuations, fire, war, civil commotion, natural disasters.

10. Warranty and limited warranty

GPower endeavors to deliver Products (Hardware, Software, and Services) that comply with the norms and specifications set forth in GPower's and GPower's suppliers' data sheets and other technical specifications. If said specifications are not met, GPower undertakes to replace the defective parts within the warranty period at no cost for Customer.

GPower shall not be liable for any defects or reduced profits due to a defective delivery. GPower shall thus not be liable for any damages arising out of or in connection with loss of profits, loss of earnings or any other indirect damages.

Complaints not related to the quality of the Product must be received by GPower within 8 days from the date of delivery.

Product defects warranty: Complaints concerning the quality of the Product, errors in construction, materials or production must be made within a period of 12 months counted from the date of delivery. For a period of 12 months from the date of delivery, GPower warrants that its Hardware will be free of defects in materials and workmanship that cause the Hardware to fail to substantially conform to the then applicable GPower published specifications.

Customer specification conformance warranty: For a period of 90 days from the date of delivery, GPower warrants that the Product; a) Will perform in accordance with Customer's specifications; b) Will perform substantially in accordance with the applicable documentation provided with the Product and; c) Software media will, in the form received from GPower, be free from defects in materials and workmanship.

Services warranty: GPower warrants that the Services will be performed in a good and workmanlike manner.

If GPower receives notice of a defect or non-conformance during the applicable warranty period, GPower will, in its sole discretion; a) Repair or replace the affected Hardware or Software; b) Re-perform the affected Services; or c) Refund the fees paid for the affected Hardware, Software or Services. Repaired or Replaced Hardware or Software will be warranted for the remainder of the original warranty period or 90 days, whichever is longer. If GPower elects to repair or replace Hardware, GPower may use new or refurbished parts or products that are equivalent to new in performance and reliability and are at least functionally equivalent to the original part or Hardware. Customer must obtain a Return Material Authorization ("RMA") number from GPower before returning any Hardware under warranty to GPower. Customer will pay shipping expenses to send the affected Hardware to GPower's applicable Service Center, and GPower will pay shipping expenses to return the Hardware to the Customer. If, however, GPower concludes, after examining and testing returned Hardware, that it is not covered by the Limited Warranty, GPower will notify Customer and return the Hardware at Customer's expense. GPower reserves the right to charge a fee for examining and testing Hardware or Software not covered by the Limited Warranty. This Limited Warranty does not apply if the defect of the Hardware or Software resulted from improper or inadequate maintenance, installation, repair, or calibration (performed by a party other than GPower); unauthorized modification; improper environment; use of an improper hardware or software key; improper use or operation outside of the specification for the Hardware or Software; improper voltages; accident, abuse, or neglect; or a hazard such as lightning, flood, or other act of nature.

'Date of delivery' is the date on which Customer, or Customer's representative, has taken delivery of the Product, or the Product's invoice date, whichever comes first.

11. Force majeure

GPower shall not be responsible for any delay or failure to perform due to any cause beyond its reasonable control, including but not limited to acts of terrorism, nature or governments; interruptions of telecommunications, power or transportation; failure of contractors or suppliers; or inability to obtain necessary labor or materials ("Force Majeure Event"). In the event of a Force Majeure Event, GPower reserves the right to cancel the applicable order without any liability to Customer.

12. No other warranties

Except as expressly set forth in this agreement, the Products and Services are provided "as is" without warranty of any kind, and no other warranties, either expressed or implied, are made with respect to all Products, and Services including but not limited to any implied warranties of merchantability, fitness for a particular purpose, title or non-infringement or any other warranties that may arise from usage of trade or course of dealing. GPower does not warrant, guarantee, or make any representations regarding the use of or the results of the use of the Products in terms of correctness, accuracy, reliability, or otherwise and does not warrant that the operation of the Products will be uninterrupted or error-free. GPower expressly disclaims any warranties not expressly stated herein.

13. Proprietary rights

GPower retains title to the delivered Products (for Software, to the media) until the date of actual payment.

GPower reserves all right, title, and interest in any intellectual property rights contained or embodied in Products, or resulting from the Services, including any custom developments created or provided by GPower under this Agreement. Nothing in this Agreement will be deemed to grant to Customer any ownership rights in or license rights to such intellectual property.

14. Warning and Customer's indemnity and liability

Customer understands and acknowledges that Products and Services are not designed, manufactured, or tested for use in life or safety critical systems, hazardous environments or any other environments requiring fail-safe performance, including in the operation of nuclear facilities; aircraft navigation; air traffic control systems; life saving or life sustaining systems or such other medical devices; or any other application in which the failure of the Product or Service could lead to death, personal injury, severe property damage or environmental harm (collectively, "high-risk uses").

Customer acknowledges that it is ultimately responsible for verifying and validating the suitability and reliability of the Products or Services whenever the Products or Services are incorporated in Customer's system or application, including the appropriate design, process, and safety level of such system or application.

Further, Customer must take prudent steps to protect against Product and Service failures when Products and Services are incorporated in a system or application, including providing back-up and shut-down mechanisms. Customer shall defend, indemnify, release and hold GPower harmless from any and all claims, losses, damages, actions, including lawsuits, arbitrations, and/or administrative actions, and expenses (including reasonable attorneys' fees) arising out of Customer's incorporation of the Products or Services into Customer's system or application, regardless of whether such claims are founded in whole or in part upon alleged or actual negligence of GPower.

15. Complaints

Complaints of any kind must be filed without undue delay after delivery. A defect which could not be detected by a usual inspection of the shipment must be notified to GPower in writing immediately after the defect has been detected.

16. Limited indemnity against infringement

Unless otherwise provided by the limitation of liability herein, GPower shall, at its own expense, defend any litigation resulting from sales of GPower's Products to the extent that such litigation alleges that the Products or any part thereof infringes any patent, copyright or trademark, provided that such claim does not arise from the use of the Products in combination with equipment or devices not made by GPower or from modification of the Products, and further provided that Customer notifies GPower immediately upon its obtaining notice of such impending claim and cooperates fully with GPower in preparing a defense. If Customer provides to GPower the authority, assistance and information GPower needs to defend or settle such claim, GPower shall pay any final award of damages in such suit and any expense Customer incurs at GPower's written request. GPower shall not be liable for any settlement made without GPower's prior written consent.

Notwithstanding the foregoing indemnity, GPower shall have no obligation under this clause for any claims of Infringement by the Products or Services outside the geographical boundaries of the European Union.

GPower shall have no obligation under this clause for any claim relating to or arising from; a) Customer's modifications of Hardware, Software or Services; b) Failure to use Hardware, Software or Services in accordance with the applicable documentation provided by GPower; c) The combination, operation, or use of Hardware, Software or Services with any hardware, software or service not provided by GPower; d) The compliance of GPower with Customer's specifications or directions, including the incorporation of any software or other materials provided by or requested by Customer; or e) Non-GPower Branded Products. The foregoing states the Customer's sole remedy for, and the entire liability and responsibility of GPower for, infringement of any patent, trademark, or copyright or other intellectual property rights. This limited indemnity is in lieu of any other statutory or implied warranty against infringement.

In any event, if GPower believes in its reasonable opinion the Hardware, Software or Services may be alleged to be infringing, for the purposes of mitigating any potential damages, GPower may, at its sole discretion; a) Procure for the Customer the right to continue to use the hardware, Software or Services; b) Replace them with comparable Hardware, Software or Services that are free of such infringement; or c) Refund the fees paid by Customer, and in the event of either b) or c) Customer shall promptly return the Hardware to GPower and/or terminate the use of the Software or Services.

17. Product liability

If a Product or Service delivered by GPower under these Terms and Conditions of Quotation and Sale might cause direct physical injury or death to humans or damage to Products which are usually intended for non-commercial use and are used accordingly, and such damage, injury or death is caused solely by a defect in the Product, GPower undertakes liability therefor to the extent this is accepted by GPower as part of a settlement, or if GPower is ordered under mandatory legislation by a court which is competent under Danish law. GPower shall not be liable for any damage to items which are usually intended for commercial use or are used commercially and used accordingly.

To the extent product liability to a third party might be imposed on GPower, Customer shall indemnify GPower to the effect that GPower is placed as if limitations of liability under these Terms and Conditions of Quotation and Sale were applicable vis-à-vis third parties.

18. Return of Products

Customized Products or Products bought specifically from a supplier can normally not be returned without written confirmation from GPower's supplier and then only on that supplier's terms and conditions. Subject to the requirements of this Agreement, Customer may return standard GPower Products within thirty (30) days of the invoice date. GPower reserves the right to charge Customer a thirty percent (30%) restocking fee for any Products returned to GPower. No returns will be accepted after the thirty (30) day period has expired. A Return Material Authorization (RMA) number is required for Customer to return any Products. Acceptance of returns of any customized products and Non-GPower Branded Products is in the sole discretion of GPower.

Products and empty packaging returned to GPower must be delivered at the address indicated by GPower for the shipper's account and risk. Any amounts charged from GPower upon receipt will be deducted when crediting the value of the shipment. Upon return, the return number, invoice number and date of delivery must be stated.

19. Services

Limited warranty. GPower warrants that Services will be performed in a good and workmanlike manner. Except as expressly stated in the preceding sentence, GPower makes no express or implied warranties with respect to the Services, including but not limited to; a) Any warranty relating to third party products; or b) Any warranty concerning the results to be obtained from the Services or the results of any recommendation GPower may make, including without limitation any implied warranties concerning the performance, merchantability, suitability, non-infringement or fitness for a particular purpose of any of the deliverables or of any system that may result from the implementation of any recommendation GPower may provide. In order to receive warranty remedies, any errors or defects in the Services must be reported to GPower in writing within 90 days of completion of the Services.

Limitation of liability. GPower is not liable for any incidental, indirect, special, or consequential damages arising out of or in connection with the Services provided by GPower, including without limitation loss of use of the Products or any other software or data, including inability to achieve a particular result, even if GPower has been advised of the possibility of such damages or even if the damage is the direct result of an instruction or suggestion made by GPower. Except for claims that the Services caused bodily injury (including death), GPower's total liability arising out of or in connection with any event or series of connected events occurring in connection with the Services shall not exceed the amount of fees paid under the separate written agreement between Customer and GPower. These provisions allocate the risks under the separate written agreement between Customer and GPower. GPower's pricing reflects this allocation of risk and the limitation of liability specified herein.

High-Risk Activities. Customer understands and agrees that GPower has not tested or certified its Services for use in high-risk applications, including medical life support, nuclear power, mass and air transportation control, or any other potentially life critical uses and makes no assurances that the Services are suitable for any high-risk uses.

Indemnification. Customer accepts responsibility for, and agrees to indemnify and hold GPower harmless from, any and all liability, damages, claims, or proceedings arising out of; a) The failure of Customer to obtain the appropriate license, intellectual property rights, or any other permissions required to support any Products or GPower's performance of the Services, including but not limited to, the right to make any copies or reproductions of any Customer-provided software; or b) Any inaccurate representations regarding the existence of an export license or the eligibility for export of software or other materials without a license.

In addition to the terms and conditions of this Agreement, Services provided by GPower are also subject to any service agreements or statements of work agreed upon in writing by the parties or, as applicable, to other GPower service terms and conditions.

20. Default by Customer

If Customer defaults on the payment of an outstanding account, such default will be considered a default in respect of all outstanding accounts, which will thus be considered due, notwithstanding any credit allowed.

21. Additional limitations of liability

In addition to the limitations of liability stipulated herein, the following shall apply:

- GPower shall not be liable for any damage or loss caused by ordinary negligence.
- GPower shall not be liable for any damage or loss as a consequence of errors, non-conformity or defects with respect to the Products used by Customer for any purposes for which the Products have not been tested, see clause "High-Risk Activities", and Customer shall indemnify GPower for any claims made by third parties against GPower for such loss or damage.
- GPower's liability, where not further limited elsewhere herein, is in any circumstances limited to the highest of EUR 20,000 or the purchase price of the specific Product(s) or Services on which the claim is based.
- GPower shall not be liable for any loss of profits, business interruption, loss of anticipated savings, loss of information or data or any other indirect or consequential loss.

The parties agree that the above allocation of liability is reflected in the prices of Products and Services. Where a limitation of liability herein is found to be invalid, such limitation of liability shall apply to the widest possible extent, and any invalidity in whole or in part shall not affect the other limitations of liability, which shall thus remain in full force and effect.

22. Compliance with laws

Export compliance. GPower's deliveries are made for use in Denmark. Customer bears all responsibilities and covers all costs tied to use outside of Denmark. This includes but is not limited to any necessary documentation and approvals, customs, dual-use statements etc.

Data protection. Customer represents and agrees that any data (including personal data of Customer, its representatives, employees or agents) that is gathered by GPower in the context of commercial transactions with Customer (e.g. name, contact details, title, professional background, field of expertise, product interests, etc. (hereinafter: "Customer Data") is data which is generally available to businesses in the normal course of Customer's business operations and is regarded as data related to, and provided in the context of, the professional activity of such

representatives, employees, agents, and of the Customer. Customer hereby agrees on its own behalf and on behalf of its representatives, employees and agents that GPower may, in accordance with GPower's privacy statement and applicable laws and regulations, use such Customer Data for the purpose of account and contract administration, for security purposes, and for the development of the business relationship (including marketing communication about Products and Services relevant to Customer).

Consumer protection. The Customer warrants and agrees that it is acting in the normal course of its business or trade and is not a consumer. In case the Customer is (either as a business reseller or educational institution) authorized by GPower to distribute (whether in return for payment or free of charge) or otherwise make available (whether at the premises of the Customer or otherwise) the Products to end-users who are students (or hobbyists or other private individuals), the Customer shall comply with all applicable laws and regulations that apply to the distribution of the Products to end-users, including all applicable data protection laws, as well as any laws and regulations applicable to transactions with consumers (including, but not limited to providing sufficient pre-contractual information and usage instructions to consumers, complying with regulations for general terms and conditions for consumer transactions, granting consumers with statutory warranty and withdrawal rights, etc.), if applicable. The Customer shall indemnify and hold GPower harmless against all liabilities, claims, including but not limited to third-party claims, costs and expenses (including reasonable attorney's fees) arising out of any failure of the Customer to comply with such laws and regulations.

23. Disputes

Any disputes concerning the conclusion or construction of the agreement shall be settled in accordance with Danish law.

Unless otherwise prescribed by mandatory Danish statutory rules, proceedings must be commenced at GPower's venue.

24. Entire Agreement

This Agreement, and any terms incorporated herein by reference, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings or agreements, whether written or oral, with respect to that subject matter.

Customer acknowledges reading this Agreement, understands these terms, and agrees to be bound by them. Each individual agreeing to this Agreement on behalf of a party represents and warrants that he/she has the right to make all statements and representations contained in this Agreement, is empowered to agree to and execute it and that all necessary action to authorize its execution has been taken.