

TERMS AND CONDITIONS

- 1 General.** Except as otherwise agreed by Greenpipe Group AB or any of its subsidiaries, ("Supplier") in writing, the following terms and conditions will apply to all orders for Products received and all sales of Products made by Supplier. The term "Contract" as used herein means any purchase contract to the effect that Supplier shall deliver one or several Products to customer ("Customer"), these terms and conditions and any other schedules/terms expressly confirmed in writing by Supplier. The terms and conditions set forth herein, being an integral part of the Contract, and any terms and conditions set out in the relevant Contract constitute the sole and entire agreement between Supplier and Customer with regard to the provision of goods by Supplier to Customer ("Products") with respect to the subject matter hereof. Conditions deviating from these terms and conditions shall not be deemed valid unless Supplier has confirmed them expressly in writing. A Contract shall be deemed concluded only after Supplier has confirmed the Customer's order in writing by e-mail or upon Supplier carrying out Customer's order.
- 2 Taxes.** Except as otherwise expressly stated herein, prices do not include federal, state or local sales, custom duties, use, goods and services, excise or other similar taxes applicable to the Products involved in the transaction. All such taxes shall be paid by Customer, unless Customer provides Supplier with evidence satisfactory to Supplier of exemption from such taxes. When Supplier is required by law or regulation to collect such taxes, Customer agrees that Supplier will add such taxes to the sale price of the Products.
- 3 Prices.** The sale price(s) for the Products are accepted as stated in the Contract. All quotations of Supplier expire thirty (30) calendar days from the date given. Customer acknowledges that the pricing of the Products and other terms of the Contract have been set based on the agreed allocation of the risk for any defective Products between the parties. Customer further acknowledges that the pricing and terms would have been different if there had been a different allocation of the risk.
- 4 Delivery.** Delivery or shipping dates are approximate only and merely represent Supplier's best estimate of the time required to make delivery or shipment. Supplier will not be liable for any loss or expense (direct, incidental, indirect, economic, consequential or otherwise) incurred by Customer as a result of any delay in delivery.
- 5 Title Passage for Sales.** Except as otherwise expressly agreed in writing, all deliveries hereunder will be FCA, Supplier's premises in Väckelsång, SWEDEN (INCOTERMS 2020) via a carrier selected by Customer at its option, or otherwise by Supplier, and will be packed in Supplier's standard commercial shipping packages. In the event Supplier assists Customer in arranging transportation and insurance, title and risk of loss or damage will pass to Customer upon Supplier's delivery of the Product to the carrier for shipment to Customer. Customer shall reimburse Supplier for any and all costs for transportation, insurance and, in respect of the period after the date Supplier is prepared to make delivery, storage incurred by Supplier.
- 6 Customer's Financial Condition.** Any Contract and all shipments made hereunder shall at all times be subject to the approval by Supplier of Customer's financial condition. If the financial condition of Customer at any time becomes unsatisfactory to Supplier, in Supplier's sole discretion, or if Customer fails to make any payment when due, in addition to any other rights Supplier may have, Supplier may defer or decline to make any shipment or shipments hereunder or may condition any such shipment upon receipt of satisfactory security or cash payments in advance.
- 7 Payment Terms.** Except as otherwise expressly stated herein, Supplier shall invoice Customer prior to delivery on payment terms of cash in advance, except where open account credit is established and maintained to Supplier's satisfaction, in which case payment terms shall be net thirty (30) calendar days from date of delivery. All payments shall be made in the currency stated on the invoice. Customer shall make all payments as provided herein without regard to whether Customer has made or may make any inspection or use of any Product. Customer shall pay any bank fees and charges and reasonable administration costs. No discounts or setoffs shall be made by Customer against any invoices unless approved in advance by Supplier. Any invoiced amount which is not paid when due shall bear interest at the rate of one and one-half percent (1 1/2 %) per month or the highest rate then permitted by law, whichever is less, until paid in full. Supplier reserves the right to exercise any of its lawful remedies if Customer does not make payments when due. Customer shall promptly reimburse Supplier for all costs and expenses, including attorneys' fees, incurred by Supplier in collecting sums due to it hereunder.
- 8 Security Interest.** Customer hereby grants to Supplier a security interest in all Products and all proceeds and products thereof until all amounts due or to become due hereunder have been paid. Any repossession and removal of Products shall be without prejudice to any of Supplier's other remedies at law or in equity. Customer agrees, at any time and without further consideration, to do or cause to be done, executed and delivered, all such further acts and instruments (including without limitation financing statements appropriate for filing) as Supplier may reasonably request in order to perfect Supplier's security interest.
- 9 Limited Warranty.** Except as otherwise stated herein or in an order confirmation (if any) delivered to Customer, Supplier warrants to Customer that the Products shall be free of defects in materials and workmanship for a period of twelve (12) months from date of delivery to Customer ("Warranty Period"). Supplier's warranty will not apply to any Products custom made in accordance with any design/construction provided by Customer or services (technical advice, calculations etc.) provided by Supplier nor to any Product with respect to which there has been (i) improper installation or handling, (ii) use of the Product for purposes other than that for which it was designed, (iii) failure to maintain the Product in accordance with applicable Supplier specifications and good industry practice, (iv) unauthorized attachment or removal or alteration of any part of the Product, (v) unusual mechanical, physical or electrical stress, (vi) modifications or repairs done by other than Supplier or someone not authorized by Supplier, (vii) use of spare parts/ consumables not approved by Supplier or (viii) any other abuse, misuse, neglect or accident. Supplier warrants that the Products complies with the [European Union and EEA Member States Legislation]. No Product shall be deemed defect should the Product not comply with any other laws and regulations. Such non-compliance shall not be deemed as a failure of or defect in the Products and shall not incur any liability upon Supplier. Customer shall notify Supplier in writing promptly (and in no case later than thirty (30) calendar days after discovery) of the failure of any Product to conform to the warranty set forth above, shall describe in commercially reasonable detail in such notice the symptoms associated with such failure, and shall provide Supplier the opportunity to inspect such Product, if possible. The notice must be received by Supplier during the Warranty Period. Within a reasonable time after receipt of the allegedly defective Product and verification by Supplier that the Product fails to meet the warranty set forth above, Supplier shall correct such failure by, at Supplier's option, either (i) modifying or repairing the Product or (ii) delivering a replacement Product. Such modification, repair or replacement and the return shipment of the Products with minimum insurance to Customer shall be at Supplier's expense. If Supplier is unable to modify, repair or replace the Product to conform to the warranty set forth above, then Supplier shall, at Supplier's option, either refund

to Customer or credit to Customer's account the purchase price of the Product. These remedies shall be Customer's exclusive remedies if a Product is nonconforming/breach of warranty. Except for the express warranty set forth above, Supplier makes no other representations, warranties or conditions, expressed and implied, statutory or otherwise, regarding the Products, their fitness for any other purpose then stated by Supplier, their quality, their merchantability, their non-infringement or otherwise. In no event shall Supplier be liable for cost of procurement or installation of substitute goods by customer or for any special, consequential, indirect or incidental damages. Customer is solely responsible for any and all representations and warranties regarding the Products made or authorized by Customer.

- 10 Limitation of Liability; Indemnity.** Notwithstanding any other provision herein or in any other document or communication, Supplier shall in no event be liable to Customer or any other person or entity, whether in contract, strict liability, tort or otherwise, for special, indirect or consequential damages of any kind whatsoever (including but not limited to product liability), or claims of any third parties. By accepting delivery of the Products ordered, Customer agrees that it will indemnify and hold Supplier harmless from and against all claims, loss, damage and liability, including without limitation for personal injury, property damage or commercial loss of whatever kind, directly or indirectly arising from or relating to any negligent act or omission of Customer, its agents, or employees, pertaining to Customer's activities and obligations. The total liability of Supplier on any claim whether contractual or otherwise arising out of, connected with or resulting from the manufacture, sale, delivery, resale, replacement or use of any Product shall in no event exceed the price allocable to the Product or part thereof giving rise to the claim. Said limitation of liability shall however not apply for claims arising out of the gross negligence or willful misconduct of Supplier.
- 11 Acceptance.** Customer shall inspect the Products promptly upon their receipt. Unless Customer notifies Supplier that they are nonconforming after the receipt of Products as set out in the foregoing, describing the nonconformity in commercially reasonable detail, Customer shall be deemed to have accepted the Products. Acceptance as aforesaid shall constitute acknowledgment of full performance by Supplier of all its obligations hereunder.
- 12 Intellectual Property Rights.** In the event a Product or any part thereof infringes any intellectual property right of any third party, Supplier shall, by its own election and at its own expense, either (a) procure for Customer the right to continue using such Product, or modify it so that it becomes non-infringing while still conforming to all product descriptions and specifications agreed to by the parties, or (b) remove such Product, or part thereof, and grant Customer a credit thereon and accept its return. Supplier shall indemnify from and against any damages that Customer actually suffers as a result of any legally valid claim of any third party attributable to any Product infringes on any patent, provided, however, Supplier's liability shall in no event exceed in the aggregate the total purchase price for the Product.
- 13 Proprietary Information.** As used herein, the term "Proprietary Information" includes any information, material or apparatus, of a confidential or proprietary nature obtained from Supplier and which, if known by a competitor of Supplier, might lessen any competitive advantage of Supplier or give such competitor a competitive advantage. Supplier retains ownership of its Proprietary Information, whether written, oral, electronic, visual, graphic, photographic, observational or otherwise, and all documentation, which contains Proprietary Information. Customer shall not disclose, duplicate or reproduce any Proprietary Information, in whole or in part, nor shall Customer use any Proprietary Information other than for the purpose for which such Proprietary Information was disclosed to Customer and in the course of performing its obligations hereunder. Customer undertakes not to disassemble, reverse engineer, decompile or create derivative works or inventions based on any Product or product sample purchased or otherwise received from Supplier.
- 14 Cancellation and Reschedules.** No products delivered under a Contract are subject to cancellation or return except upon (a) written approval of Supplier and (b) payment of a fair and equitable compensation as determined by Supplier at the time of cancellation. Customer may only reschedule an order with Supplier's written consent, which may be granted or withheld in Supplier's sole and absolute discretion.
- 15 Force Majeure.** Any delay or failure of either party to perform its obligations shall be excused if Supplier is unable to produce, sell or deliver, or Customer is unable to accept delivery, buy or use, the Products, as the result of an event or occurrence beyond the reasonable control of the party and without its fault or negligence, including, but not limited to, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, pandemics, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, material, labor equipment or transportation, or court injunction or order; provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party as soon as possible after the event or occurrence. If the delay lasts more than 90 days, the other party may immediately terminate the Contract without liability.
- 16 Transfer of rights.** Supplier may wholly or partly transfer its rights under this Agreement (e.g. rights to receive payment and damages) to any third party, including, but not limited to, the Swedish Export Credit Agency.
- 17 Miscellaneous.** Any Contract and these terms and conditions shall be governed by the laws of Sweden. Any dispute arising out of a Contract or these terms and conditions shall be settled by the District Court of Växjö, Sweden (as first instance). Notwithstanding the foregoing, Supplier shall be free to maintain action in any jurisdiction (in districts court, enforcement service agencies or other authorities) for purposes of obtaining payment or specific performance or injunctive or equitable relief.