

ENERSIZE GENERAL CONDITIONS OF SALE

1 GENERAL

For the purpose of this document, “Enersize” means Enersize Advanced Research AB, with its principal place of business at Ideongatan 3B, 223 62 Lund, Sweden.

The provisions of this General Conditions of Sale document (the “Conditions”) stipulate the general terms and conditions for Enersize’s sale of Products to the Buyer for the Buyer’s use and/or redistribution thereof. “Buyer” and “Products” shall have the meanings as reasonably follow from any framework agreement, quotation, stand-alone order, stand-alone order confirmation and/or similar arrangement where reference is made to these Conditions (together forming the “Contract”). For the avoidance of doubt, in the event these Conditions are combined with a framework agreement or similar, then it is the Conditions and the framework agreement that form the Contract; not an individual order or order confirmation issued under the framework agreement. Enersize and Buyer may individually be referred to as a “Party” and collectively as “Parties” below.

To the extent the Conditions are used for a stand-alone order, Buyer’s placing of such order with Enersize shall constitute the Buyer’s acceptance of these Conditions, and the resulting Contract shall become binding upon the Buyer.

The Contract shall become binding upon Enersize with respect to an order from the Buyer only when Enersize (i) issues a written order confirmation to the Buyer, (ii) issues an invoice to the Buyer related to the order, or (iii) delivers the ordered Products to the Buyer, whichever comes first.

These Conditions shall prevail over and apply to the exclusion of any terms or conditions contained or referred to in the Buyer’s order or in correspondence or elsewhere or implied by trade custom practice or course of dealing, and any purported provisions to the contrary are hereby excluded or extinguished, unless expressly accepted in writing by Enersize.

In the event that the use of the Product or part thereof is subject to a separate agreement (such as but not limited to an “End User License Agreement” to be

accepted at the installation of a software), such separate agreement applies in addition to, and not exclusive of the Contract. However, to the extent such separate agreement is in conflict with the Contract, such separate agreement shall prevail over the Contract for the use of the relevant part of Product.

2 PAYMENT AND DELIVERY TERMS

All payments shall be made in accordance with payment instructions and in the currency set out in the invoice(s) within thirty (30) days after date of invoice. Enersize shall have the right to charge and Buyer shall then pay (i) a monthly interest at a rate of one point five (1.5) percent on all past due payments, and (ii) an administrative fee of one hundred Euro (EUR 100; or its equivalent in the invoiced currency; to the extent allowed under applicable law) per issued payment reminder.

Unless Enersize explicitly has extended credit to the Buyer, the Products are shipped after pre-payment of the invoice(s) issued by Enersize under the Contract, but in no event earlier than (i) the shipping or pick-up date stated in an order confirmation and (ii) the date when the corresponding payment is registered on Enersize’s bank account.

All prices stated in the Contract are exclusive of any present or future duty, tax, levy or fee imposed by any authority as a result of any transaction under the Contract. The Buyer agrees to pay all such duties, taxes, levies and fees, excluding those based on Enersize’s net income, but specifically including, but not limited to, value added taxes, withholding taxes and import duties.

The Buyer agrees to pay all bank charges related to any transactions under the Contract.

Unless Enersize agrees otherwise in writing, delivery is made Ex Works Enersize’s warehouse, in accordance with Incoterms® 2020 and using the Buyer’s preferred freight company at the expense of the Buyer.

Shipping or pick-up date stated in an early order confirmation is indicative. Firm shipping or pick-up date will be communicated in due course in accordance with good business practice.

Enersize may deliver the ordered Products in more than one shipment and invoice each shipment separately.

In the event Enersize agrees on shipping of Products on credit, (i) Enersize shall in any event have the right to issue the invoice as soon as the Products are made available for shipment from Enersize's warehouse, and (ii) to the furthest possible extent allowed under applicable law, Enersize retains ownership in all Products delivered to the Buyer under the Contract until they have all been fully paid, whereupon:

- a) The Buyer shall hold the Products as trustee and fiduciary for Enersize and shall on demand return the Products to Enersize; and
- b) The Buyer shall not, without the express written consent of Enersize, re-sell or process the Products.

In the event of non-payment of an invoice related to Products already shipped from Enersize, and notwithstanding that the ownership of the Products may or may not have passed to the Buyer in accordance with applicable law:

- a) Enersize may remove the Products from the Buyer who hereby authorizes Enersize to enter the premises where the Products are stored for that purpose, whereupon ownership in any event shall return to Enersize; and
- b) Enersize shall be entitled to recover damages in respect of the loss and damage suffered as a result of the Buyer's failure to complete the Contract. Any payment made by the Buyer to Enersize may be retained by Enersize against these damages.

If payment of an invoice under the Contract is overdue, then Enersize may at its own discretion postpone or cancel any already confirmed subsequent shipments under the Contract, without compensation to the Buyer.

The above remedies open to Enersize in the event of non-payment of an invoice are in addition to and not exclusive of any other remedies Enersize may have in accordance with these Conditions and applicable laws.

The Buyer shall not have any right to set off sums due by it to Enersize against any sums whatsoever claimed by it from Enersize, except against credit notes duly issued by Enersize. Any liens which the Buyer may

otherwise be entitled to are hereby expressly waived or excluded.

3 WARRANTY

Products supplied by Enersize under the Contract are warranted to be free from defects in material and workmanship, and to substantially conform to Enersize's published specifications or the packaging or documentation accompanying the Products, or other specifications accepted in writing by Enersize as applying to the Contract for the supply of the Products to the Buyer.

In the event a Product is found to be defective in accordance with the previous paragraph, Enersize shall at its sole option repair, replace or refund the purchase price of the defective Product subject to the following terms and conditions:

- a) Unless Enersize agrees otherwise in writing, the warranty is limited to defects observed within twelve (12) months from the date of the first shipment of the Product to an end user, however, in no event for more than fifteen (15) months from the date the Product was made available for shipment from Enersize's warehouse. However, no action arising out of this warranty may be brought against Enersize later than one (1) month after the defect first was observed, or ought to have been observed.
- b) Warranty claims may only be made by the Buyer. Each Product for which a claim is made shall be returned by the Buyer to Enersize promptly and at the expense of the Buyer, in accordance with instructions given by Enersize. Enersize shall have no obligation to accept claims or return of Products from any third parties.
- c) Fully functional, refurbished components and Products in good working order may be used when repairing or replacing a Product under warranty. Replaced components and Products become the property of Enersize.
- d) Where the terms of this warranty apply, Enersize shall return a repaired or replaced Product free of charge to the place to which the original Product was delivered.
- e) The warranty period in (a) above shall not be extended by the repair or replacement of any defective

Product i.e. the returned Product shall be warranted in terms hereof only for the un-expired period of the warranty.

f) The warranty does not apply to a Product which has been subject to misuse (including static discharge), neglect, accident or modification, or which have been disassembled and/or altered by the Buyer or any third party, or where the claimed defect cannot be identified or recreated despite diligent efforts. Nor does the warranty apply to defects caused by normal wear and tear, defects in printed material, or defects in material which by nature may have a life time shorter than the warranty period.

g) The Buyer is solely responsible for defining and isolating a problem to the Product. If Enersize finds that a Product returned under warranty claim is not defective or subject to warranty, Enersize shall have the right to issue an invoice, and the Buyer then agrees to pay for Enersize's reasonable expenses for testing of the Product. Upon request from the Buyer, the Product will then be returned to the Buyer at the Buyer's expense. If the Buyer within reasonable time does not request the Product to be returned, or waives its right to have it returned, then the Product becomes the property of Enersize.

h) Enersize is not responsible for any data contained in a Product, including confidential, proprietary or personal data. Any such data should be backed up and/or removed prior to sending the Product to Enersize.

i) When replacing a defective Product under warranty in accordance with the above provisions, the Buyer accepts that Enersize may replace it with a different type of product, as long as the replacement product maintains the essential technical compatibility and other essential characteristics of the Product.

THE BUYER AGREES AND ACCEPTS THAT THE WARRANTIES EXPRESSLY GIVEN IN THIS SECTION CONSTITUTE THE ONLY WARRANTIES MADE BY ENERSIZE WITH RESPECT TO FAULTS OR ERRORS IN THE PRODUCTS, AND ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESSED OR IMPLIED. ENERSIZE SHALL HAVE NO LIABILITY AND THE BUYER SHALL HAVE NO

REMEDY IN CASE OF BREACH OF WARRANTY IN ACCORDANCE WITH THIS SECTION, OTHER THAN EXPRESSLY PROVIDED FOR HEREIN.

4 BRANDING REQUIREMENTS

If the Buyer redistributes the Products to third parties, the Buyer agrees to adhere to the separate Enersize Branding Requirements document as made available by Enersize to the Buyer, and to use (and only use) the Enersize trademarks, trade names, brands, designs and logotypes as set out therein. Enersize may at its discretion amend the Enersize Branding Requirements document, whereupon the Buyer agrees to use reasonable commercial efforts to monitor and take any such amendments into account under this section.

5 SUPPORT SERVICES

Enersize agrees to provide commercially reasonable technical support to the Buyer in relation to the Products, at least during the applicable warranty period. However, Enersize shall have no obligation to provide such support to any third party. Requests for support shall be submitted in accordance with instructions given by Enersize.

If the Buyer redistributes the Products to third parties, the Buyer agrees to organize support services and training related to the Products and aimed at such third parties in accordance with good business practice. The Buyer may not direct third parties to Enersize for them to obtain training or support, other than as explicitly approved in advance by Enersize.

6 BUYERS RIGHT TO AUDIT SECURITY

Enersize authorizes the Buyer to carry out auditing of Enersize's fulfilment of its security commitments under the Contract with a notice time of 6 months.

The audit may include security controls, such as penetration tests.

The cost of the audit shall be fully born by the Buyer and a starting fee of 20 000 EUR will be invoiced by Enersize upon reception of the audit request followed by monthly invoicing in arrears at an hourly rate of 200 EUR for performing the audit and supporting the Buyer in the auditing process.

7 COMMITMENTS BY THE BUYER

The Product has normally gone through tests (EMC, radio, safety, etc., as applicable) and received related permissions, certificates and similar required by authorities and/or other competent bodies (collectively “Approvals”) on its major intended markets. However, it is the Buyer’s responsibility to verify that the Product type has all Approvals required for the sale and/or use of the Products in the destination countries or regions. Should additional Approvals be required then Enersize consents to endeavor to obtain such Approvals at the expense of the Buyer, unless otherwise is agreed in writing.

To the maximum extent permitted by law, the Buyer agrees to undertake all responsibilities of the producer and/or importer of the Products with respect to their recycling, and warrants that it will comply with all related laws and regulations such as the European Community WEEE directive, as applicable.

The Buyer agrees not to

- a) Copy any part of the Products other than for backup purposes;
- b) Modify, disassemble, reverse engineer or decompile any part of the Products unless expressly permitted by applicable law without the possibility of contractual waiver; or
- c) Remove any proprietary, copyright, legal or warning texts from the Products. If the Buyer purchases Products in bulk and redistributes them (or parts thereof) to third parties in other package configurations, then the Buyer agrees to reproduce and distribute all such texts with every redistributed package.

If the Products are redistributed by the Buyer to other entities than the end user of the Products, the Buyer shall enter into agreements with such entities, protecting Enersize at least to the same extent as these Conditions do.

The Buyer acknowledges that Enersize has not designed or intended the Products for use in high risk environments requiring fail-safe performance, such as life support systems, chemical plant control systems, air traffic control systems, nuclear facilities, or systems on board airplanes.

The Buyer warrants that

- a) No companies and persons blacklisted on the respective blacklists of U.S., EU, or other competent countries’ governments, and
- b) No military, paramilitary, police, intelligence agencies or civil administrations of such institutions or other institutions acting on behalf of them,

are supplied by or through the Buyer with Products or information, software or technology related to the Products without a respective export license or other legally required approval.

The Buyer warrants that Products or information, software and technology related to the Products delivered by Enersize to Buyer are not intended for any use in conventional armament or weapons of mass destruction (nuclear, biological, chemical) and carriers thereof.

8 INTELLECTUAL PROPERTY RIGHTS

No title or ownership with regard to any intellectual property rights shall be transferred from Enersize or its licensors to the Buyer as a result of the performance of the Contract and consequently Enersize and its licensors retain title to all their respective intellectual property rights.

9 INDEMNIFICATIONS

Enersize agrees to pay damages, court costs and third party attorney fees incurred by the Buyer as a result of any claim brought against the Buyer by a third party alleging infringement of that third party’s intellectual property rights by the Products (“Third Party Rights”), either as finally awarded by a court of competent jurisdiction or as agreed to by Enersize in a settlement, provided that

- a) The infringement of such Third Party Rights is caused by the Products themselves and the Products have been developed by Enersize (Products are not merely resold by Enersize);
- b) The infringement of the Third Party Rights does not result from use of the Products:
 - (i) Outside the intended use in accordance with applicable user’s guides and other product documentation;

(ii) In combination with Buyer's or any third party's products or services; or

(iii) If the Products have been modified by the Buyer or any third party,

which convert otherwise non-infringing Products to infringing Products;

c) The Buyer informs Enersize in writing within thirty (30) days of any claims of infringement of Third Party Rights, and does not accept any such claims on its own; and

d) The Buyer allows Enersize to take control over the defense at Enersize's sole discretion, or otherwise conducts any such disputes, including settlements out of court, only in agreement with Enersize.

In the event of an established infringement under this section, Enersize shall, if economically reasonable and at its option, purchase the Third Party Rights to allow continued use of the Products, develop equivalent non-infringing products, modify the infringing Products to become non-infringing, or replace the Products with equivalent non-infringing products. If Enersize determines that none of the foregoing is economically reasonable, the Buyer agrees to return the infringing Products to Enersize upon Enersize's written request. Enersize will then refund the amount paid by the Buyer for the returned Products.

The rights granted to the Buyer under this section shall be the Buyer's sole and exclusive remedy for any established infringement of any Third Party Right.

The Buyer agrees to defend, indemnify and hold Enersize harmless against all claims, suits, costs, expenses and damages arising from any breach of the Contract by the Buyer. If such action is brought against Enersize by a third party, then, however, the above is on condition, that Enersize gives reasonable notice of such action to the Buyer, tenders the defense of such action to the Buyer, assists the Buyer at the Buyer's expense in defending such action, and does not compromise or settle such action without the Buyer's prior consent.

10 GENERAL LIMITATION OF LIABILITY

Enersize's total liability under the contract, save for cases of gross negligence or willful misconduct, shall for

any event and aggregated for all events be limited to the net amount buyer has paid to Enersize under the contract for the products incurring the liability.

Notwithstanding the foregoing, Enersize specifically disclaims any liability resulting from use of products for purposes contemplated in section 7.

Notwithstanding the previous sections under this clause, in no event shall Enersize be liable for any incidental, indirect, special, punitive, or consequential damages in connection with or arising out of the contract, including but not limited to any loss of opportunity, business, profit, revenue, data or other information, or any use of any data, information, documentation or services, unless the damage suffered is due to Enersize's gross negligence or willful misconduct.

11 TERMINATION

Either Party may terminate the Contract with immediate effect and without compensation to the other Party:

a) If the other Party has committed a breach of the Contract, and not rectified such breach within thirty (30) days after receiving written notice of termination specifying the breach;

b) Upon attempt by the other Party to assign, delegate, sub-license, or otherwise transfer the Contract, or any of its rights or obligations under the Contract, other than as expressly permitted herein; or

c) If the other Party shall pass a resolution, or any court shall make an order, that the other Party shall merge, undergo a compulsory purchase or any other corresponding or similar procedure or be wound up or if a trustee in bankruptcy, liquidator, receiver, or manager on behalf of a creditor shall be appointed, or if circumstances arise which would entitle the court or a creditor to issue a winding-up order.

Additionally, Enersize may terminate the Contract with immediate effect and without compensation to the Buyer:

a) If the Buyer is in default of paying any invoice associated with the Contract;

b) If Enersize is not able to obtain any export license for the Products as required by law; or

c) If Enersize determines that the Products do not have all Approvals required for the sale and/or use of the Products in the intended destination country or region.

Parts of these Conditions that by nature are intended to survive a termination, such as but not limited to indemnification, limitation of liability and intellectual property rights, shall so survive.

12 MISCELLANEOUS

12.1 Entire agreement

The Contract and any duly executed amendments represent the entire agreement between the Parties as to the matters set forth herein and supersede all prior discussions or understandings between them.

12.2 Modification

These Conditions may only be modified by written amendments signed by both Parties.

12.3 Assignment

Neither Party may assign any of its rights or obligations of the Contract without the prior written consent of the other Party. Notwithstanding the foregoing, Enersize may without such consent (i) assign or extend all or part of its rights, obligations, title and interest in the Contract to any successor to all or a portion of the relevant business of Enersize, provided however that such successor agrees to be bound by the terms and conditions contained herein.

12.4 Subcontracting

Enersize shall have the right to subcontract all or portions of its obligations under the Contract to third parties. In such cases, any act or omission by such subcontractor shall be deemed to be an act or omission by Enersize.

12.5 Independent Contractors

The relationship of the Parties under the Contract is that of independent contractors, and neither Party is an employee, agent or joint venture of the other. Neither Party shall have the right to enter into agreements with any third parties on behalf of the other Party.

12.6 Export

Notwithstanding any other provision of the Contract, the Parties agree to comply with any applicable export laws and regulations. The Buyer is solely responsible for

obtaining any required export licenses for any re-export of the Products.

12.7 Force Majeure

Neither Party shall be in default if a failure to perform any obligation hereunder is caused solely by supervening conditions beyond that Party's reasonable control, including acts of God, civil commotion, acts of terrorism, and governmental or public authorities' demands or requirements.

12.8 Waiver

Neither Party's failure to exercise any of its rights hereunder shall constitute or be deemed a waiver or forfeiture of any such rights.

12.9 Severability

If any section, or part of a section, of the Contract is found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable, and the provision in question is not of a fundamental nature to the Contract as a whole, the legality, validity or enforceability of the remainder of the Contract (including the remainder of the section or paragraph which contains the relevant provision) shall not be affected. If the foregoing applies, the Parties shall use all reasonable endeavors to agree within a reasonable time upon any lawful and reasonable variations to the Contract which may be necessary in order to achieve, to the greatest extent possible, the same effect as would have been achieved by the section, or the part of the section, in question.

12.10 Governing law and jurisdiction

The Contract and the validity thereof shall be governed by and construed in accordance with the substantive laws of Sweden. Any dispute, controversy or claim arising out of or in connection with the Contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English. However, notwithstanding the aforementioned, any court of competent jurisdiction may (i) process and enforce requests for preliminary injunction, (ii) settle disputes on payments, and (iii) enforce the rulings of an arbitral proceeding irrespective of any confidentiality

provisions that otherwise might apply to such proceeding.

12.11 Enforcement

The Buyer agrees that Enersize's licensors contributing to the Products are intended third party beneficiaries of the Contract, and have the right to enforce the provisions of the Contract to the same extent as Enersize has, however, limited to their respective contributions to the Products.