

GPV TERMS AND CONDITIONS FOR MANUFACTURING SERVICES

PREAMBLE

1. These General Conditions shall apply when GPV provides electronics manufacturing services to Customer and shall be binding when referred to in an offer, statement of work, quotation or order acknowledgement. Any conditions stipulated by the Customer in any document (including but not limited to any order) that are in contradiction or in addition to these General Conditions shall only be valid if expressly acknowledged by GPV in writing. Applicability of any general conditions of Customer are expressly excluded.

2. It is acknowledged by the parties that GPV is an electronics manufacturing services provider, and its expertise is manufacturing. Customer has created the market for Customer's products, and it is solely responsible for the Specification of the product, sales and marketing and fitness for particular purpose of the product. The products for which GPV is willing to provide manufacturing services are defined in the respective quotation by GPV. The electronics manufacturing services by GPV for such product to be supplied under these conditions are hereinafter referred to as the "Products".

DEFINITIONS

3. **"Affiliate"** shall mean one or more business entities, which is (are) directly or indirectly owned or controlled by GPV Group A/S at the relevant time. For the purposes of this definition, a business entity shall be deemed to own and/or to control another entity if the ownership of more than 50% (fifty per cent) of the voting rights of the latter business entity, ordinarily entitled to vote in the election of directors (or, if there is no such stock, more than 50% (fifty per cent) of the ownership of or control in the latter business entity) is held by and consolidated in the annual accounts of the owning and/or controlling business entity.

4. **"Agreement"** shall mean these General Conditions and any contract relating to Products offered by GPV, and/or ordered by the Customer, as evidenced by an order, quotation, offer or statement of work and shall be deemed to have been entered into upon receipt of GPV' written acknowledgement stating its acceptance of the order.

5. **"Customer"** shall mean the entity purchasing Products from GPV.

6. **"GPV"** shall mean the relevant GPV group company providing the Products as stated in the respective quotation.

7. **"Product"** shall mean the items to be manufactured by GPV in accordance with Customer's Specifications.

8. **"Specifications"** shall mean information, irrespective of the media containing the information, including but not limited to bill of material, design, schematics, assembly drawings, test specifications, board layout, instructions, processes, procedures and specifications, relating to the manufacturing, testing and packing of the Product, which are identified in the relevant GPV quotation, in respect of each Product. The Specifications are at all times defined, provided and owned by the Customer. The Customer shall all times remain solely liable for their correctness, completeness, non-infringement, intended functionality, suitability and fitness for a particular purpose.

TOOLS AND EQUIPMENT

9. Any special tools and equipment provided by the Customer shall remain the property of the Customer. The Customer shall pay GPV for any work necessary to adapt or supplement such special tools and equipment in order for GPV to manufacture the applicable Products.

10. GPV shall mark special tools and equipment as belonging to the Customer.

11. Unless otherwise agreed, special tools and equipment provided by GPV to be used exclusively in fulfillment of the Agreement shall be purchased by the Customer.

12. The Customer shall reimburse GPV' costs and expenses relating to the replacement, repair, maintenance or calibration of these tools and equipment due to normal wear and tear or other causes other than GPV' misuse or neglect.

13. GPV shall store special tools and equipment until deliveries under the Agreement have been completed. Special tools and equipment belonging to the Customer shall remain in GPV' custody after deliveries under the Agreement have been completed and for a reasonable time after any warranties relating to such Products have expired. Thereafter, such tools and equipment shall without undue delay be returned to the Customer.

14. GPV shall not, without the Customer's consent, use the Customer's special tools or equipment for any other purpose than fulfillment of the services contemplated by the Agreement. Such special tools or equipment shall neither be handed over to nor otherwise be brought to the knowledge of a third party.

15. The Customer shall at all times bear the risk and expense of all transportation of special tools and equipment to and from GPV.

INTELLECTUAL PROPERTY

16. Drawings, technical documents, or other technical information received by one party shall not without the consent of the other party, be used for any other purposes than those for which they were handed over. Without the consent of the party submitting the information, they shall not (directly or indirectly) otherwise be used or copied, reproduced, transmitted, disclosed or otherwise communicated to a third party.

17. The Customer shall grant GPV with the necessary right to use Customer's intellectual property rights relating to the manufacturing to be performed by GPV for the Customer. By granting of the Customer's intellectual property rights, GPV shall be deemed to have been granted a non-exclusive, non-transferable, non-assignable, royalty-free license to use such intellectual property rights that is necessary for the manufacturing and other services in accordance with the Agreement for the sole purpose of enabling GPV to perform its obligations under this Agreement.

18. Except as provided by the clause above, each party acknowledges and agrees that (i) all of the Customer's intellectual property rights and know-how will be and re-main the Customer's property and GPV will receive no right, title or interest in such intellectual property rights or know-how pursuant to this Agreement; (ii) all of GPV' intellectual property rights or know-how will be and remain GPV' property and the Customer will receive no right, title or interest in such intellectual property rights or know-how pursuant to the Agreement; (iii) the Customer will own all right, title and interest in all inventions concerning the Products; and (iv) GPV will own all

right, title and interest in all other inventions, in particular concerning the manufacturing process-es.

19. The Customer shall indemnify and hold GPV harmless against all claims, damages and losses (including expenses) based on or related to any infringement of a third party's patents, design patents, trademarks or other intellectual property rights, where such claims, damages or losses result from or is related to the manufacture of the Products or provision of other services in relation to any Specifications, drawings, samples, intellectual property rights, special tool or other equipment provided by the Customer, or a third party on behalf of the Customer.

PRICE AND TERMS OF PAYMENT

20. Prices for the Products are those stipulated in the relevant GPV quotation. Unless otherwise stated all prices are exclusive of (and the Customer shall be solely responsible for) all sales, excise duties, VAT or other similar taxes, which shall be added where applicable.

21. The prices are subject to changes due to increase in GPV' costs relating to manufacturing; components and raw material prices/costs and/or increase in delivery costs: FX rates, pay under collective agreements; taxes and duties on goods; tariff rates; import duties, and/ or other conditions beyond the Seller's control. GPV shall submit a new price list promptly after such change in the costs has occurred. The new price list shall contain the effective date for the change in the prices. The change in the prices shall affect all the deliveries that are delivered after the effective date stated in the new price list.

22. Terms of payment shall be thirty (30) days net from the date of GPV' invoice, unless otherwise agreed. Whatever the means of payment used, payment shall not be deemed to have been affected before GPV' account has been fully and irrevocably credited

Debtor insurance: The above agreed payment terms are conditioned by GPV obtaining satisfactory credit insurance on the Customer, covering at least the sum of the ordered but not delivered Products within the planned period, stock, and work in progress and amounts owed for invoiced but not yet paid deliveries. In the event that the Customer is not able to obtain sufficient coverage, the Customer shall either provide a bank guarantee on terms to be accepted by the Seller or prepay any order, cf. Section 22.

23. GPV may (additionally to events defined in Section 21) at any time request in writing that the Customer undertakes to provide GPV with necessary bank guarantees and/or other collaterals as defined by GPV in order to secure GPV' financial risks related to cooperation with the Customer. In the event such requested financial security does not fulfill GPV' requirements, GPV shall have the right to terminate immediately the preparations for the cooperation, and in the event the cooperation has begun, the co-operation itself.

24. In the event of any delay in payments, Customer shall pay overdue interest on the amount delayed. The monthly overdue interest shall be 1.2% (onepointtwo percent) per commenced month. The overdue interest shall be payable for each day elapsed from the due date to the date of the actual payment.

25. In the event the Customer is delayed with any payment more than two (2) weeks, GPV shall, in addition to any other remedies it may have based in this Agreement or applicable law, have the right to suspend and/or cancel all outstanding and planned deliveries to the Customer until the Customer has remedied the situation in full.

DELIVERY AND DELAY

26. If not otherwise agreed, the term of delivery shall be Ex Works, GPV manufacturing location, INCOTERMS 2020. Unless otherwise agreed, partial deliveries shall be permitted.

27. A delivery by GPV shall be considered to be made on-time when it is delivered no earlier than five working days before, and not later than the date in the latest agreed delivery date plus one day [-5/+1].

28. In the event of delay the following will apply:

a) If the delivery is delayed owing to force majeure, or because of an act or omission of Customer or any Component suppliers or manufacturers supplying Components to GPV based on Customer's agreement, the delivery time shall be extended taking into consideration all pertinent circumstances.

b) If GPV is unable to deliver the Products in accordance with the agreed delivery time, then GPV shall as soon as it becomes aware of the delay or potential delay, inform Customer thereof and propose a new date for delivery subject to Customer's acceptance, which shall not be unreasonably withheld.

c) As the sole and exclusive remedies in a delay situation Customer shall have the right to demand liquidated damages in the amount of 0,5% (point five percent) per full week of delay up to the maximum of 5% (five percent) calculated on the value of the delayed part of the delivery and, if the delay in delivery exceeds fifty (50) working days, to cancel the Agreement/purchase order in question re. the Products that are delayed in delivery. The demand for liquidated damages must be done two (2) weeks after the delay occurred. Later demands cannot be made.

29. The Customer shall, upon arrival of the Products examine whether the Products' time of arrival, condition and quantity conform to the dispatch note. The Customer shall promptly and in any case within seven (7) days from the date of delivery inform GPV of any discrepancies in the Products failing which the delivery shall be deemed accepted.

30. If, for any reason for which GPV is not responsible, the Customer fails to accept delivery without undue delay, GPV may by notice in writing immediately terminate the Agreement in whole or in part. GPV shall then be entitled to compensation for the loss it has suffered.

RESERVATION OF TITLE

31. The Products shall remain the property of GPV until paid for in full to the extent that such reservation of title is valid under the applicable law. If such reservation of title is not allowed under applicable law, the Customer hereby grants GPV a security interest in such Products securing full payment of all fees, costs, reimbursements and expenses associated with such Products. Upon payment of all fees, costs, reimbursements and expenses the Customer owes GPV for Products, title to such Products shall automatically pass to the Customer.

32. The Customer shall at the request of GPV assist in taking any measures necessary to protect GPV' title to, or security interest in (as applicable) the Products in the country, state or local jurisdiction concerned.

33. The reservation of title shall not affect the passing of risk under Clause 26.

EXCLUSIVE WARRANTY

34. The warranty period is 12 months from the date of delivery, unless otherwise provided for in GPV' quotation. GPV warrants that at the date of delivery and during the warranty period, the Products shall: (i) be free from defects resulting from faulty workmanship of GPV; and (ii) the Products are manufactured in accordance with the Specifications.

35. The Customer shall without undue delay notify GPV of any defect which appears. Such notice shall under no circumstances be given later than ten (10) calendar days after the expiration of the warranty period.

36. Where the defect is such that it may cause damage, the notice including a description of the defect shall be given without undue delay.

37. Products not in conformity with GPV' sole warranty described in the Clause 34 above shall be either repaired, replaced or the purchase price related thereto shall be refunded, as determined by GPV at its sole discretion. The Customer shall at the request of GPV arrange for transport of the defective Products to GPV. The Customer shall follow GPV' instructions regarding such transport. GPV has fully fulfilled its obligations in respect of the defect when it delivers to the Customer repaired Products, or has replaced defective Products or has refunded the purchase price of the defective Products. The Customer shall pay the transportation costs related to the defected Products being delivered to GPV and back to the Customer.

38. If the Customer has given above mentioned notice of defect, and no defect is found for which GPV is liable pursuant to the above warranty, GPV shall be entitled to compensation for the costs and expenses incurred as a result of the notice.

39. Any dismantling and reassembly, other than of the Product, which is necessary to remedy the defect shall be arranged by the Customer at its own expense.

40. Defective Products, which have been replaced at GPV' cost, shall upon GPV' request in writing be made available to GPV and shall after such request be its property.

41. GPV shall not be liable for defects arising out of components or materials. With regard to the components and materials GPV forwards to the Customer, all warranties and remedies received from the respective supplier to the extent possible. For the avoidance of doubt, the Customer will provide its own warranties directly to any of its end-customers or other third parties. With respect to defects or damages attributable to tooling or test equipment, prototypes, pre-production units or test units, GPV makes no representations or warranties.

42. GPV's liability does not cover defects which are caused by (i) faulty design or Specifications, faulty maintenance, incorrect assembly, installation or packaging, (ii) faulty repair by Customer or someone else than GPV or work that has been done in accordance with Customer's instructions and Specifications (iii) alterations or modifications carried out without GPV' consent in writing or (iv) accident, unusual physical or electrical stress, neglect, abuse or misuse (v) where the serial numbers or warranty date decals, if applicable, have been removed or altered. Finally, GPV' liability does not cover normal wear and tear or deterioration.

43. Save as stipulated in this section "exclusive warranty", GPV shall not be liable for defects. GPV gives no other warranties or remedies, express or implied, including but not limited to any implied warranty of merchantability or non-infringement or fitness for a particular purpose. Except as provided by this section, all other warranties and remedies are expressly disclaimed by GPV. This applies to any loss the defect may cause including loss of production, loss of profit and other indirect loss.

PRODUCT LIABILITY

44. The Customer shall be responsible for all damage to other property than the Products themselves and/or injury to persons caused by the Products. The Customer shall indemnify GPV against any and all claims, damages, losses and reasonable costs arising out of, or in any way related to, the Products. In case GPV wishes to settle such product liability case, the Customer must

always be kept fully in-formed of the developments of the settlement negotiations, and the settlement is subject to the Customer's prior written consent, which consent shall not be unreasonably withheld. GPV correspondingly indemnifies the Customer against any and all claims, damages, losses and reasonable costs arising out of GPV' workmanship.

45. The parties shall inform each other promptly if either of them becomes aware of any claim, suit, action or demand asserted against either or both of them based on product liability.

46. The parties hereby agree to reasonably assist the other party in the defense against such claim, suit, action or demand.

ENGINEERING CHANGE ORDER

47. In the event the Customer plans to make any changes to the Products, such as among others, changes to the bill of material and/or Specifications, the Customer shall inform GPV in writing thereof ("Engineering Change Order", "ECO"). After receipt of the ECO GPV shall evaluate the potential effects of the planned ECO on the delivery schedule, pricing, amount of obsolete components and the cost of the ECO and needed non-recurring expenses due to the planned ECO. The costs resulting from production changes, such as start-up costs related to third party ser-vices or tools as well as internal start-up costs of GPV (new equipment software, engineering services etc.), shall be reimbursed by the Customer. GPV shall present a proposal to the Customer including these items for the Customer's approval.

48. GPV will implement the planned ECO only after obtaining the Customer's approval. Cost changes of a Product due to the ECO shall be carried out in accordance with the proposal by GPV accepted by the Customer. After the Customer's approval, GPV shall present the invoice for such costs and the Customer shall pay the invoice within a thirty (30) days payment term. If the ECO results in obsolete materials, the Customer shall purchase such materials in accordance with this Agreement.

ORDERS, FORECASTS AND PURCHASING OF MATERIAL

49. The Customer undertakes to provide monthly twelve (12) months rolling forecasts of need for Products on monthly level to enable GPV to do long-term capacity planning, component procurement and allocation. The Customer shall place orders for Products not later than twelve (12) weeks prior to requested delivery date. Orders by the Customer are binding and cannot be re-scheduled or cancelled. Upon receipt of an order by the Customer, GPV shall either confirm the requested delivery date or propose an alternative delivery date in the event GPV cannot confirm the requested delivery date. Only delivery dates confirmed by GPV shall be binding upon GPV. The fixed and flexible periods, flexibility levels (if any) for the Products are de-fined by GPV based on component lead times, minimum order quantities and capacity utilization. GPV may require, at its discretion, that the Customer directly purchases all components and/or raw materials necessary to manufacture any Products.

50. Should i) the Customer's actual orders deviate from the forecasts and flexibility levels referred to above, and/or iii) in case Customer do not place any repeat purchase order (PO) within maximum six (6) months from the last delivery of the previous PO (in which case there can be a surplus of special dedicated material, such as components or raw material caused by GPV's purchase of minimum quantities of this material) the Customer shall:

a) acquire from GPV all resulting excess components or other raw materials (which will be invoiced Customer at documented cost price + 15% administration cost); or

b) compensate and/or reimburse GPV for the incurred costs of such deviation. The basis for the compensation payable for

any deviation resulting in the actual amount of Products to be manufactured and delivered on a certain date to be less than the originally forecasted volume, shall be the capital costs for time period during which GPV shall hold excess components or materials created by Customer's deviation, calculated at an interest level of 0.6% (zero-point six percent) per week.

In all events, the Customer shall be responsible to pay or reimburse GPV for all excess components or other raw materials that are no longer needed as the result of any revision of a forecast or order.

51. If the Customer deletes a Product, and in the event a component becomes obsolete due to an Engineering Change Order, and in the event of Agreement termination or expiration, Customer shall:

- a)** acquire from GPV all such deleted Products and semi-finished Products (including but not limited to all such Products in GPV' buffer stock, if applicable),
- b)** acquire from GPV for the landed cost plus the applicable material mark-up of 10% (ten percent) all Components in stock or ordered for the deleted item based on Customer's orders or forecasts, according to the component lead-times, minimum order quantities and packing sizes; and
- c)** compensate GPV in full for GPV' liability towards any and all component supplier(s) caused by or resulting from GPV providing the component suppliers with forecasts projecting GPV' future need of components provided and only to the extent, however, that such GPV' forecasts for components are based on Customer's respective forecasts for Products.

In the event that Customer deletes a Product or makes an engineering change order, GPV will as soon as technically possible, stop the manufacturing of such Product(s). GPV shall also take commercially reasonable efforts to minimize the amount of obsolete components by trying to cancel orders as well as trying to return components to suppliers.

FORCE MAJEURE

52. Either party shall be entitled to suspend performance of its obligations under the agreement to the extent that such performance is impeded by any unforeseeable circumstances beyond the control of the parties, including but not limited to: acts of God; black-outs; power failures; inclement weather; fire; explosions; floods; hurricanes; typhoons; tornadoes; earthquakes; epidemics; strikes; lockouts; work stoppages; labour, component or material shortages; slow-downs; industrial disputes; sabotage; accidents; destruction of production facilities; riots or civil disturbances; acts of government or governmental agencies, including changes in law or regulations that materially and adversely impact the party industrial disputes, natural disasters, epidemic diseases, fire, war (whether declared or not), extensive military mobilization, insurrection, requisition, seizure, acts of government, increase in tariffs, embargo, acts of terrorism, component allocation, restrictions in the use of power and defects or delay in deliveries by sub-suppliers caused by any such circumstances referred to in this Clause.

53. A circumstance referred to in this Clause which had occurred prior to the formation of the agreement shall give a right to suspension only if its effect on the performance of the agreement could not be foreseen at the time of the formation of the agreement.

54. The party claiming to be affected by force majeure shall notify the other party in writing without delay on the intervention and on the cessation of such circumstances.

55. Regardless of what might otherwise follow from these General Conditions, either party shall be entitled to terminate the Agreement by notice in writing to the other party if performance of the

Agreement is suspended under Clause 52 for more than three (3) months.

ANTICIPATED NON-PERFORMANCE

56. Notwithstanding other provisions in these conditions regarding suspension, GPV shall be entitled to immediately suspend the performance of its obligations under the agreement, where it appears from the circumstances that the Customer will not be able to perform its obligations. In the event GPV terminates or suspends its obligations under this Agreement, GPV may require that the Customer pay for, or provide assurances for the payment of, all components and/or raw materials previously acquired or to be acquired by GPV, as contemplated by Clauses 49, 50 and 51 before GPV performs any further services under this Agreement.

CONFIDENTIALITY

57. All disclosure of information under this Agreement will be deemed to be confidential if it is by its nature obvious that it is confidential or proprietary or if it is specifically designated as confidential or proprietary at the time of disclosure.

58. Except as provided below in this Section, the receiving party of such confidential information agrees to treat such information as strictly confidential and shall not divulge, directly or indirectly, to any other person, firm, corporation, association or entity, for any other purpose than what is necessary in order to carry out the obligations under this Agreement, and shall not make use of or copy such confidential information, except for what is stipulated in this Agreement. Such confidential information may be disclosed only to employees of the receiving party or its Affiliates who reasonably require access to such information for the purpose for which it was disclosed.

59. This commitment shall impose no obligation upon either party with respect to any portion of such information that:

- a)** was known to the receiving party prior to its receipt from the other party;
- b)** is known or which (through no act or failure on the part of the receiving party) becomes generally known;
- c)** is supplied to receiving party by a third party, which the receiving party in good faith believes to be free to make such a disclosure, and without restriction on disclosure;
- d)** is independently developed by the receiving party without use of any confidential information provided by the disclosing party;
- e)** is produced or otherwise disclosed by the receiving party to satisfy mandatory demand by a competent court, stock exchange or governmental body provided, however, that in these circumstances the receiving party shall advise the disclosing party prior to such production or disclosure so that the disclosing party has an opportunity to defend, limit or protect against such production or disclosure.

60. Disclosure of confidential information shall not be precluded/shall impose no obligation upon GPV if such disclosure is made by GPV to either of its Affiliates or to one or more of its suppliers or subcontractors.

61. At the disclosing party's request following the termination of this Agreement the receiving party shall promptly return or destroy (and confirm the destruction by delivering a certificate of destruction to the requesting party) all confidential information in tangible form in the receiving party's possession, without retaining any copies, extracts or notes. This shall not apply to copies of confidential information made as a matter of routine information technology

CONFIDENTIAL



backup and to confidential information or copies thereof which must be stored by the receiving party according to provisions of mandatory law.

LIMITATION OF LIABILITY

62. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN THE PARTIES:

A. GPV SHALL NOT IN ANY EVENT, EXCEPT WHERE GPV HAS BEEN GUILTY OF GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, BE LIABLE FOR LOSS OF PRODUCTION, LOSS OF BUSINESS, LOSS OF PROFIT, LOSS OF DATA, LOSS OF USE OR REVENUE OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS, COST, EXPENSES OR DAMAGES, WHETHER OR NOT THE POSSIBILITY OF SUCH LOSSES, COSTS, EXPENSES OR DAMAGES COULD HAVE BEEN REASONABLY FORESEEN;

AND

B. GPV'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL LIABILITIES, COSTS, DAMAGES, CLAIMS, WARRANTIES AND PENALTIES WHATSOEVER WHETHER BASED ON OR ARISING OUT OF PERFORMANCE UNDER THIS AGREEMENT, LAW OR OTHER RULES OR REGULATIONS SHALL NOT EXCEED THE AMOUNT CORRESPONDING TO FIVE (5) PER CENT OF THE AMOUNT INVOICED FROM THE CUSTOMER FOR THE RESPECTIVE PRODUCT WITH-IN THE PREVIOUS SIX (6) CALENDAR MONTHS.

COMPLIANCE

63. The parties shall comply with all applicable laws and regulations and the requirements of good citizenship in each jurisdiction where the parties perform their activities. This includes, but is not restricted to, compliance with all applicable laws and regulations including but not limited to anti-corruption, anti-bribery, competition, corporate governance, financial disclosure, employee rights, environmental protection, occupational health and safety and export control.

MISCELLANEOUS

64. Customer shall not have the right to assign this Agreement nor any right therein without the prior written consent of GPV.

65. GPV is entitled to appoint and use subcontractors to perform the agreed scope of services under this Agreement, including manufacturing and delivery of Products thereunder and to assign this Agreement to an Affiliate.

66. In the event that any provision of this Agreement shall be held invalid as contrary to any law, statute or regulation in that regard, the invalidity of such provision shall in no way affect the validity of any other provision of this Agreement and each and every provision shall be severable from each and every other.

EXPORT CONTROL

67. Customer undertakes to inform GPV in writing whether Customer and/or the Products are subject to U.S.A, EU or other relevant export control laws and/or regulations as well as any and all components and technology used and incorporated in the Products, that according to the regulations by agencies of the U.S government (including the U.S Department of Commerce), EU or other relevant export control authorities, are under export or diversion prohibition. The same shall also apply to the names of countries under export or diversion prohibition as well as persons listed in

any Denied Persons List. Should Customer fail to inform GPV in accordance with this Section, GPV shall not be liable for any damage caused to the Customer or its customer as a result of GPV non-compliance with such relevant export control regulations and Customer undertakes to compensate GPV in full for any and all damages caused to GPV as a result of such non-compliance with the applicable relevant export control regulations.

GOVERNING LAW AND ARBITRATION

68. In the event GPV and Customer have its respective registered addresses in the same country;

a) The Agreement shall be construed, interpreted, and governed by the laws of the country where GPV has its registered address, without application of its conflict of law rules and the United Nations Convention on International Sale of Goods.

b) Any dispute arising in connection with these Terms which cannot be settled amicably, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one (1) arbitrator appointed in accordance therewith. Place of arbitration shall be in the capital city of the country in which GPV has its registered address. The language of the proceedings and of the award shall be English. All matters concerning dispute resolution, including but not limited to the preparation and the proceedings and the award, are confidential before, during and after the proceedings.

69. In the event GPV and Customer have its respective registered addresses in different countries (cross border);

a) The Agreement shall be construed, interpreted, and governed by the laws of the Kingdom of Denmark, without application of its conflict of law rules and the United Nations Convention on International Sale of Goods.

b) Any dispute arising out of or in connection with this Agreement, including any disputes regarding its existence, validity or termination, shall be finally settled by arbitration administered by the Danish Institute of Arbitration in accordance with the Rules of Arbitration adopted by the Board of the Danish Institute of Arbitration. The place of arbitration shall be Copenhagen. The language to be used in the arbitral proceedings and of the award shall be English. All matters concerning dispute resolution, including but not limited to the preparation and the proceedings and the award, are confidential before, during and after the proceedings.

70. The parties shall make every reasonable effort to settle by amicable negotiations any dispute which may arise out of or in connection with these terms within 30 days.

71. Notwithstanding the foregoing, the parties may apply to any court of competent jurisdiction for injunctive relief without breach of this arbitration provision.

72. All awards under this Section shall be final and binding on the parties and enforceable in any court of competent jurisdiction.

VALIDITY

73. These General Conditions shall be valid until GPV takes new General Conditions into use. These General Conditions shall replace the previous GPV General Conditions for Manufacturing Services.