

TERMS AND CONDITIONS FOR PURCHASE OF COMPONENTS AND MATERIALS

PREAMBLE

These Terms and Conditions for Purchase of Components and Materials (the "Terms") apply to all quotations, purchase orders and order confirmations between any legal entity of GPV Group (the "Buyer") and a seller of Components (the "Supplier") in respect of the purchase of Components, except otherwise agreed to in writing by the Parties. Supplier and Buyer shall be referred to as "Party" or jointly as "Parties".

The GPV Group comprises of GPV Group A/S, Central Business Reg.no. (CVR) 43337483, and all its affiliated companies. In these Terms "Affiliate" shall mean an entity directly or indirectly controlled by GPV Group A/S whether by shares or voting rights. Any GPV Affiliate shall be independently liable for the Purchase Order(s) it places.

1. DEFINITIONS

"Claim"

means any demand, claim, suit, action, assertion, or legal proceeding brought by any third party and all resulting judgments, settlements, and expenses (including reasonable attorneys' fees and costs).

"Components"

means any components, parts and/or materials purchased as specified in the Order, including any Embedded Software. For the purposes of applicable EU regulations, Component shall include articles, preparations, and substances.

"Data Sheet"

means any written technical data sheet, and any other relevant data sheets, including but not limited to material safety data sheet ("MSDS") and safety datasheet in accordance with REACH (if applicable), for a Component.

"Date of Delivery"

means the date, on which the Component is to be delivered to Buyer to the agreed location as stated in the Order.

"Embedded Software"

means any software included to the Component, forming an integral part of the Component, and delivered with the Component to Buyer.

"End-Customer"

means Buyer's customer(s) to whom Buyer provides manufacturing services and delivers products in which the Components are used.

"IPR"

means patent, copyright, trademark, trade secret, design, or any other intellectual property rights or industrial rights, and applications, divisions, continuations, renewals, re-exams, and reissues thereof.

"Defect"

means any Component or part thereof that i) does not meet all Supplier's warranties under these Terms, ii) does not conform to the Specifications and/or Data Sheet, iii) does not conform with agreed or otherwise applicable/mandatory environmental or regulatory provisions, iv) does not conform with any other requirements agreed between the Parties, and/or v) fails the incoming inspections.

"Order"

means any communication identified as an Order from Buyer to the Supplier (in paper, electronic or other recorded format) providing the authorisation to formalize a purchase transaction with Supplier under these Terms.

"Specification"

means any written technical and other specification provided by Buyer and/or its End-Customers to Supplier, including but not limited to all documents, drawings, test instructions, quality requirements, software or other requirements specified in an Order, or otherwise provided to Supplier in writing.

"Tools"

means tools provided by Buyer and/or End-Customer to Supplier or developed by Supplier for Buyer and/or End-Customer and used in the manufacturing of the Components.

2. VALIDITY

Terms and conditions of the Supplier are always excluded, even in cases in which Buyer does not reject them explicitly and by selling Components to Buyer, Supplier shall be deemed to have fully accepted these Terms. No modification, alteration, addition, or amendment to these Terms shall be valid, unless accepted in writing by Buyer. A valid written purchase agreement for the Components signed by the Parties shall nevertheless prevail over these Terms as of the effective date of such agreement. The invalidity or non-enforceability of any particular provision of the Terms shall not affect the validity of the other provisions hereof.

3. ORDERING AND FORECASTING

Supplier will deliver the Components in accordance with Buyer's Orders. Supplier shall confirm the Order within two (2) working days from the receipt of the Order either with electronic confirmation form, or directly on Buyer's e-Procurement platform, unless otherwise agreed in writing. If the confirmation of the Order is not received within this time frame, the said order(s) shall be deemed to be accepted by Supplier.

The Order confirmation must match Buyer's Order and include at minimum confirmation of i) Manufacturing Part Number, ii) the price, iii) the quantity of Components, iv) Date of Delivery, and v) any specific requirements included in the Order (e.g., requirements on the raw materials). Any deviation from the Order when confirmed by the Seller shall only be valid when confirmed by Buyer in writing prior to the Date of Delivery stated in the Order.

Buyer may provide Supplier with estimates of its future needs for Component(s). Supplier acknowledges that any such forecasts issued by Buyer shall under no circumstances be regarded as binding orders or as a commitment of purchase. Buyer shall have no minimum ordering or purchase commitment for Components.

4. PRICES AND INVOICING

Purchase prices as stated in the Order shall be binding and shall be the maximum amount due and payable by Buyer, unless otherwise agreed in writing. **Unless otherwise specifically stated in the Order, the Prices are set in EUR.**

Unless otherwise specifically stated in the Order, all prices are exclusive of VAT (value-added tax) and inclusive of all extra charges, including charges for packing, containers, transportation, insurance, other taxes, and tariffs. All taxes shall be shown separately on Supplier's invoice.

Neither Party is liable for any of the taxes of the other Party that the other Party is legally obligated to pay, and which are incurred or arise in connection with the transactions under the Order and these Terms. All such taxes shall be the responsibility of the Party who is obligated by law to pay such tax.

5. PAYMENT TERMS

Terms of payment are current month plus sixty (60) days after the delivery has been completed and a properly issued invoice has been received.

In cases where Supplier has a commitment to provide for the testing of materials, testing protocols, quality control documents or other contractual documentation, the delivery shall not be considered complete until Supplier has delivered the complete documentation.

Buyer has the right to withhold payment of any invoice to the extent appropriate due to any inadequacy of a delivery. The payment period shall in this case begin after full correction of any inadequacy.

Payment for the Components shall not constitute acceptance of such Components and shall be without prejudice to any claims or rights that Buyer may have against Supplier. Upon reasonable notification to Supplier, Buyer may withhold, offset, and deduct from any invoice, any damages resulting from any breach of the Order or these Terms, or any other amount, which Supplier owes to Buyer.

6. CANCELLATION

Buyer shall have the right to cancel or reschedule confirmed Order(s) free of charge at a minimum three (3) business days prior to the agreed Date of Delivery, provided that the delivery has not commenced from Supplier's location. Cancellation or rescheduling with less than three (3) business days prior to the agreed Date of Delivery will be separately agreed upon in writing in good faith.

Buyer shall have the right to cancel unconfirmed Order(s) and Order(s) confirmed with a different delivery date than requested at any time without incurring any liabilities. In addition, Buyer may cancel without liability of any kind and without waiving any other rights or remedies, including any right to damages, which Buyer may have at law or in equity, upon the occurrence of any of the following events i) Supplier's insolvency, ii) the appointment of a receiver for Supplier, iii) an assignment by Supplier for the benefit of creditors, or iv) in Buyer's reasonable judgement, the inability of Supplier to perform.

7. DELIVERY AND DELAY

Unless otherwise stated in the Order, the delivery term is INCOTERMS 2020, DDP Buyer's location as stated in the respective Order. Risk of loss to the Components shall pass to Buyer according to the agreed INCOTERMS 2020. Title to the Components shall transfer to Buyer upon delivery.

Supplier shall ensure that the Components arrive at Buyer without any damages. To secure this, Supplier shall pack the Components adequately to withstand handling and transportation (taking into consideration the mode of transportation and quantities ordered) and shall at all times follow any instructions provided by Buyer. Supplier will indemnify Buyer for any damage due to improper packing and protection.

Supplier acknowledges that on time deliveries of the Components is of the essence to Buyer and delay may cause severe consequences to Buyer and/or End-Customers. All changes to Date of Delivery are subject to Buyer's prior written approval.

Buyer shall not be obliged to take the Components into its possession before the agreed Date of Delivery. Partial or early deliveries are not allowed, unless explicitly accepted by Buyer in writing prior to such delivery. Invoices for early deliveries not agreed to by Buyer shall not be issued earlier than the initially agreed Date of Delivery.

If delivery is nonetheless made earlier than one day before the agreed Date of Delivery, Buyer shall be entitled to either (i) reject the delivery and demand delivery at the agreed date; or (ii) accept delivery and claim reimbursement of storage and handling costs that have been incurred as a consequence of such early delivery.

Supplier shall promptly, as soon as Supplier becomes or should have been aware of any delay or potential delay in delivery, inform Buyer in writing, and use its best efforts to minimize such

delay.

In case of a delay, Buyer shall be entitled to, in addition to other remedies it may have based on these Terms, the Order or applicable law, liquidated damages calculated on the basis of the price of the delayed Components at the rate of one percent (1%) per each day of delay or part thereof up to a maximum of twenty-five percent (25%) of the price of the delayed Components. Buyer has the right to deduct the liquidated damages from any invoice of the Supplier.

In addition, the Supplier shall reimburse to Buyer any and all costs, expenses and damages exceeding the liquidated damages payable under this section, which Buyer may incur in its attempt to fulfil its obligations to the End-Customer, including but not limited to the following: i) all amounts claimed by the End-Customer, whether as liquidated damages or otherwise, from Buyer due to delay in delivery, and ii) any additional costs, expenses and damages Buyer may incur in its attempt to mitigate such costs, expenses and damages.

Notwithstanding the aforementioned, Buyer shall have the right to cancel a delayed delivery (without any liability towards Supplier) or demand for expedited delivery at Supplier's expense, e.g., via airfreight.

8. INSPECTION

Buyer has the right but not an obligation to inspect and test ordered Components at any time or place, including the period of manufacture, and to conduct final inspection and acceptance at Buyer's plant, notwithstanding any prior inspections or payments. Any payments, testing, inspection review or acceptance of Components by Buyer shall not release Supplier from any of its obligations and liabilities under these Terms or any Order.

9. IPRs, TOOLS AND SPECIFICATIONS

Buyer and/or End-Customer is the sole owner of the Specifications and Tools, and Supplier shall have the right to use the Specification and Tools solely for the purposes of manufacturing the Components in accordance with the Order(s) from Buyer. No other licenses are hereby granted. The Supplier shall not have any right to directly or indirectly use, manufacture, sell or license, lease, dispose, distribute or otherwise exploit the Specifications and/or Tools to third parties or otherwise utilize design or requirement of Buyer and/or End-Customer or other technical information provided by Buyer and/or End-Customer without prior written consent.

Ownership of IPRs in the Specifications, Tools and Components, to the extent manufactured by the Supplier based on the provided Specifications, remains at all times with Buyer and/or End-Customer.

Each Party shall remain the owner of its own background IPRs. Unless the Parties otherwise agree in a separate written agreement, Buyer shall own any new IPR arising from the Specifications and any IPRs which are jointly created by the Parties or by either Party in connection with the testing and usage of the Components, and Supplier shall promptly take any actions required or as requested by Buyer to fulfill the purpose of this Section.

Supplier grants Buyer and End-Customers the right to modify, make, use, copy, sublicense, distribute, import, export, display, and perform the Embedded Software delivered under these Terms. If Supplier acquires the Embedded Software from a third party, Supplier will obtain sufficient rights to comply with the provisions of these Terms.

10. DISCONTINUATION OF PRODUCTION, END OF LIFE ORDER, COMPONENT CHANGES

Supplier shall notify BUYER in writing promptly and at least twelve (12) months prior to the intended date of discontinuation of a Component in order to give Buyer a chance to place an end-of-life Order before the discontinuation. The ordered end-of-life Components shall be delivered in one or more partial deliveries

in accordance with BUYER's instructions.

Changes in Data Sheet, manufacturing process, manufacturing substances and/or place of manufacturing of a Component and/or any other change that may affect the quality, reliability, interchangeability, availability, fit, form, or function of any Component is subject to Buyer's express prior written approval. Supplier shall inform Buyer in writing of all materials and substances used in the Components or the manufacturing process. Supplier shall notify Buyer in writing promptly and at least six (6) months prior to any change to i) the Component in comparison to the Data Sheet and/or Specifications at the time of the Order, ii) Supplier's quality certifications, iii) Supplier's manufacturing processes, and/or iv) Supplier's manufacturing sites. Such notification shall include all relevant information reasonably needed by Buyer to evaluate the impact of the change.

11. WARRANTY

Supplier warrants that the Components:

- a) will not have any liens or encumbrances and Buyer will receive free and clear title to all Components;
- b) comply with all applicable laws and regulations;
- c) be new, unused and in good working order;
- d) not infringe or misappropriate any third party's IPRs, are not pirated, counterfeited, or remarked without proper authorization;
- e) remain free from all defects in design, materials and workmanship;
- f) be fit for the purpose for which they were intended as defined in the Specifications and/or perceived as generally acceptable intended purpose of use for such Components; and
- g) strictly conform to the Data Sheet and the Specifications, Order, approved samples (if any), applicable standards (if any), quality requirements and other requirements by Buyer and/or End-Customer.

The warranty period shall be thirty-six (36) months and shall commence on the Date of Delivery of the respective Components ("Warranty Period"). If the Components are rejected, or the Date of Delivery is postponed or rescheduled, the Warranty Period shall commence at the date of such rescheduled delivery. The Parties explicitly waive the notification and examination requirements deriving from the applicable law.

Supplier shall at all times retain all necessary permits, licenses, registrations and filings needed for its operations and delivery of the Components to Buyer.

12. DEFECT

If a Defect in a Component occurs, Buyer may notify Supplier and at Buyer's sole discretion either i) return the Component to Supplier for credit at Supplier's risk and cost, or ii) require prompt correction, repair or replacement of the defective Component on delivery terms satisfactory to Buyer. In addition, Supplier shall pay any and all Buyer's and its End-Customers' expenses and damages, including, but not limited to, the costs of removal, direct material costs such as the cost of other materials or components, which are attached to the same product as the defective Component and which cannot reasonably be reused, as well as disassembly, failure analysis, fault isolation, reinstallation, re-inspection, and shipping charges. In addition, the Supplier shall within five (5) days after receiving a notice of Defect provide Buyer a written failure analysis and a written corrective action plan acceptable to Buyer.

These warranties also apply to replacement or repaired Components, and replacement or corrected parts of Components. Buyer's rights under section 11 (Warranty) are in addition to any other rights or remedies, under these Terms or applicable law. The warranties and warranty remedies in these Terms will survive delivery, inspection, acceptance, and payment, and shall run to Buyer, its successors, assigns and End-Customers.

Supplier shall indemnify and hold Buyer harmless against any epidemic defect and/or recall of the End-Customer's products for which the Components are used resulting from defective Components. Epidemic defect shall mean defects or failures which by its nature is likely to occur in all or a definite number of the Components.

13. INSURANCES

Supplier shall obtain and maintain fully adequate product liability insurance and general liability insurance with an internationally recognized and reputable insurance company to cover all its liabilities under the Order and these Terms and shall produce Buyer evidence of such insurance upon request. This section shall in no way limit Supplier's indemnification, warranty and other obligations, or liability for Claims, under the Terms.

14. INDEMNITIES

Supplier will defend, indemnify and hold Buyer, its directors, officers, employees and End-Customers harmless for all Claims alleging that:

- a) Component infringes or misappropriates a third party's IPRs;
- b) Component has caused any loss or damage to property, injury and/or death to persons;
- c) Component does not comply with applicable laws or regulations, or
- d) Supplier has breached its warranty obligations under the Terms.

Supplier shall, at its own risk and expense, conduct the defense of any such Claim and, all negotiations for its settlement and Buyer has the right to participate in the defense of the Claims. Supplier shall not enter into any settlement without Buyer's prior written consent. If Supplier fails to defend or settle the Claim in a prompt and competent manner, Buyer may, at its option, take over the defense and settlement of the Claim; and Supplier will pay all damages, costs, expenses (including reasonable attorney's and professional fees), awards, judgments, and settlements, promptly as they come due; and Supplier will give Buyer all information, assistance and authority to enable Buyer to defend and settle the Claim.

If a Claim is made, the Supplier shall, in addition to any other remedies, at Supplier's risk and expense: (1) modify the Components to be non-infringing or substitute a non-infringing Component, or (2) secure Buyer's and End-Customers' right to continue to use, import, sell, offer for sale and otherwise dispose of the Components in accordance with these Terms free of liability or restriction and without any time limitation. A replacement or modified Component must at all times meet the Supplier's warranties under these Terms and the Order, must not require any change to End-Customer's products and must provide equal performance in the End-Customer's product(s).

In case the Components are designed by Buyer or its End-Customer, or in cooperation with Supplier, the liabilities under this section shall be divided between the Parties according to the responsibility for the root cause of the Claim.

15. QUALITY REQUIREMENTS

Supplier shall establish and maintain quality systems conforming to the requirements set out in ISO 9001, and an environmental management system in accordance with ISO 14001, or equivalent standard, unless otherwise explicitly agreed in writing.

Each Component delivered by Supplier to Buyer must conform to Buyer's quality instructions, the Data Sheet, Specifications, and any other requirements agreed between the Parties in writing.

Supplier shall ensure Component traceability back to the factory, including the date code and batch or serial number, and traceability of raw materials back to their source according to applicable material compliance regulations.

Supplier shall for a period of twenty (20) years from the end of

manufacturing of the Component, unless otherwise stated in the Order, or as otherwise required by law, keep the testing, design and other relevant information in order to validate i) Component conformance to the Data Sheet and/or Specification valid on the date of the Order (including information of the raw material(s) used), and ii) Component traceability. Supplier undertakes to ensure that any relevant information for Non-Conforming Component cases is stored at least ten (10) years from the respective case.

16. COMPLIANCE

Supplier represents and warrants that Supplier, its affiliates, officers, directors, employees, agents, subcontractors, sub-suppliers, consultants and representatives will perform all of their obligations under these Terms and any Order in compliance with

- a) all applicable laws, rules, codes, regulations, ordinances and similar directives applicable to the Supplier, Buyer, either Party's business and the Components which these Terms and any Order relate to, in countries where it conducts its operations and in countries to which the Components are further sold to by Buyer or its End-Customers, including without limitation, those pertaining to anti-corruption, anti-bribery, competition, regulation of trade, transportation, safety, health, customs, employment and environment;
- b) all standards of business conduct that are consistent with applicable national and international laws and respect for human rights in the spirit of the United Nations' Universal Declaration of Human Rights, the International Labor Organization, the principles of the UN Global Compact, internationally recognized ethical standards (e.g., SA8000), and Occupational Health and Safety Management System-requirements ISO45001.

Supplier conducts its business in accordance with the highest ethical standards and will take immediate and thorough steps in cases where ethical performance of its sub-suppliers and/or subcontractors is questioned.

17. SUPPLIER CODE OF CONDUCT

The GPV Supplier Code of Conduct is available to the Supplier on GPV's webpage (www.gpv-group.com) and the Supplier acknowledges that they will abide by its terms and shall conduct business accordingly.

18. MATERIAL COMPLIANCE

a) Conflict Minerals

Supplier shall only source minerals from responsible sources and provide written evidence of the sources of the minerals promptly upon request in order to demonstrate compliance with e.g., the Dodd-Frank-Act Section 1502 (Conflict Minerals Rule) and the EU Conflict Minerals Regulation 2017/821.

b) REACH

Supplier shall monitor and comply with any and all requirements of REACH Regulation (EC) No 1907/2006, as amended from time to time ("REACH") and inform Buyer in writing if any changes take place, specifically (but not limited to) the requirements resulting from the Candidate List, Annex XIV and Annex XVII. Supplier shall inform Buyer in accordance with Article 33(1) of REACH latest at the Date of Delivery, if a Component contains Substances of Very High Concern ("SVHC", in concentrations of >0.1%w/w). Substances subject to authorization (REACH Annex XIV) may not be used unless an authorization is granted. Supplier shall record REACH relevant raw material contents of the Components supplied to Buyer in order to comply with the requirements of REACH. The Supplier shall take all required actions to obtain REACH relevant information from its sub-suppliers. The records shall be made available to Buyer upon request.

c) RoHS

Unless otherwise explicitly agreed, Supplier shall ensure that the Components comply with any and all requirements deriving from the current Restriction of Hazardous Substances Directive (RoHS II, 2011/65/EU, as amended from time to time), unless otherwise stated by Buyer in the Order. Supplier shall monitor RoHS Annex II and follow its restrictions actively. Supplier shall confirm the RoHS status of Components latest on the Date of Delivery of the Components. For non-RoHS compliant Components, the Supplier shall upon request provide Buyer the name(s) and concentration(s) of the substance(s) causing the non-RoHS status.

19. TRADE AND CUSTOMS COMPLIANCE, EXPORT CONTROL

Each Party must comply with all applicable international and national laws, including but not limited to U.S. Export Administration Regulations and end-user, end-use and destination restrictions by EU, UK, U.S., and other governments. Supplier will inform Buyer about any export or re-export restrictions and regulations and about the export control classification numbers (ECCN) or similar export control classification of the Components or confirmation that the Components are not considered controlled dual-use or controlled defense items. Supplier shall collaborate with Buyer and/or authorities regarding trade, export control and customs compliance regulatory issues in order to ensure compliance for both Parties at no additional cost.

Supplier represents and warrants that it is not on any sanction lists and does not engage in any business with any sanctioned persons, entities, or countries. Supplier hereby represents that entering into and performance of these Terms is not prohibited or restricted by sanctions binding on it.

Buyer shall not be obliged to accept any delivery of Components from the Supplier, if this would be prohibited pursuant to sanctions, imposed by the U.S, UK, EU or UN.

Supplier shall mark each Component and its packaging with the country of origin as required by applicable law. Supplier shall provide a certificate of origin and all other documents required for customs clearance and/or tax purposes.

20. AUDIT RIGHTS

The Supplier shall give Buyer, End-Customers and authorities the right to audit Supplier's and its sub-suppliers' and/or subcontractors' premises, systems and applicable records in order to verify compliance with any requirements as stipulated in and pursuant to the Order and these Terms or otherwise agreed to between the Parties in writing.

Supplier agrees to correct at its own expense any errors or deficiencies found during such audit.

21. FORCE MAJEURE

Force Majeure Event means war, natural disasters, and extreme weather conditions (such as earthquake or severe flood). Neither Party shall be liable to the other for delay or non-performance of its obligations due to a Force Majeure Event, but only to the extent performance is actually prevented by the Force Majeure Event, and only for as long as that Force Majeure Event prevents performance.

The affected Party shall promptly, within maximum five (5) business days, inform the other Party of the occurrence, nature, expected length, and end of the Force Majeure Event and take all reasonable steps to minimise the effects of the Force Majeure Event. Buyer will immediately have a right to cancel any Orders delayed as a result of the Force Majeure Event without any liability towards Supplier.

The delay or other non-performance of a manufacturer or sub-supplier shall be regarded as a Force Majeure Event only if it is caused by a circumstance constituting force majeure hereunder.

22. LIMITATION OF LIABILITY

If not otherwise stated, neither Party shall be liable to the other

Party for any indirect damage arising out of or in connection with these Terms and/or Order, unless such damage is caused by gross negligence or intentional misconduct.

The Limitation of Liability does not apply in case of a breach of obligations set forth in Clause 9, Clause 19 and Clause 23.

23. CONFIDENTIAL INFORMATION

Confidential Information means any information or data relating to the co-operation in the field of electronic manufacturing services or to a Party's business or affairs (including but not limited to, information relating to their products, designs, businesses, know-how, technology, customers, employees, contracts, research and development, processes, marketing, prices and finances) whether disclosed in writing, orally or by any other means to one Party by the other Party or by an Affiliate or a third party on behalf of the other Party, including information of any Affiliates and End-Customer.

Supplier shall not disclose any of Buyer's Confidential Information to third parties without the explicit written authorization from Buyer or use Buyer's Confidential Information for any other purpose than for the purpose of fulfilling its obligations towards Buyer. Supplier shall allow the disclosure of Supplier Confidential Information provided to Buyer to GPV Group A/S and its Affiliates, the End-Customers and other Buyer's business partners who have the need to know.

If the Parties have signed a separate non-disclosure agreement such agreement shall apply in addition to this section.

24. ASSIGNMENT

Supplier shall not be entitled to assign or transfer any of its rights, benefits and obligations under the Order and these Terms without the prior written consent of Buyer. The whole or part of any rights, benefits, and obligations of Buyer under the Order and these Terms may be assigned and transferred to any of its Affiliates, or a third party who purchases all or part of the business that is served by the Order and these Terms.

25. GOVERNING LAW AND ARBITRATION

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.

If Buyer and Supplier are registered in the same country, these Terms shall be construed, interpreted, and governed by the laws of the country where Buyer is registered, without application of its conflict of law rules and the United Nations Convention on International Sale of Goods.

If Buyer and Supplier are registered in different countries (cross border), these Terms shall be construed, interpreted and governed by Danish Law, without application of its conflict of law rules and the United Nations Convention on International Sale of Goods.

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 Buyer's place of registration. The language of the proceedings and of the award shall be English.

