

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. Applicability

1.1. All purchases of Goods and/or Services made by Smappee, either against payment or free of charge, are governed by these General Terms and Conditions of Purchase (the "GTCP"), unless explicitly agreed otherwise in writing.

1.2. Any reference to Supplier's quotation, specification, price list or other document shall solely serve the purpose of describing the Goods (and/or Services) to be supplied and no terms and conditions endorsed upon, delivered with or referred to in such document, apply to the Agreement. However, if Smappee and Supplier have any other agreement signed related to the purchase of Goods (and/or Services) from Supplier, the terms of such written agreement will prevail.

1.3. In these GTCP, "Incoterms®" shall mean the International Commercial Terms 2020 as recently published by the International Chamber of Commerce.

1.4. Smappee retains the right to amend, modify or otherwise alter the GTCP from time to time. The most recent version will always be available on the Smappee website <https://www.smappee.com/legal-documents/> and cover all pending and future Orders and any contracts entered into after the date of publication of such updated GTCP.

2. Order

2.1. The Order placed and signed by Smappee constitutes an offer by Smappee to purchase the Goods (and/or Services) in accordance with these GTCP.

2.2. Supplier shall accept the Order and a binding agreement for the supply of the Goods and/or Services, subject to these GTCP, shall exist by whichever is the earlier of i) Supplier's acceptance of the Order, in writing or orally within 48 hours; or, ii) delivery of the Goods (and/or Services). Every beginning of the execution of the Order shall be considered as an acceptance of the present GTCP. If Supplier fails to issue a confirmation of the Order within the above-mentioned timeframe, Supplier will be deemed to have accepted the Purchase Order.

Smappee may cancel any Order prior to Supplier's acceptance (or deemed acceptance) thereof.

2.3.3. The Order shall form an integral part of the Agreement. In case of inconsistency or contradiction

between the Order and the GTCS, the Order will prevail over the GTCS.

2.4. The quantity, quality and description of the Goods (and/or Services) shall be as specified in the Order supplied by Smappee to Supplier. Any materials, services, functions or responsibilities not specifically described in the Order and are reasonably necessary for the proper supply of the Goods and/or Services are deemed to be included in within the scope of the Goods (and/or Services) to be supplied for the Price.

2.5. Forecasts issued by Smappee, if any, are for the purpose of assisting Supplier's production planning. Any quantities of the Goods cited in or pursuant to these GTCP, except for exact quantities stated in the relevant Order, are preliminary and non-binding only. Smappee makes no representation or warranty as to the quantity of Goods that it will purchase, if any. Unless agreed otherwise in writing, and notwithstanding any forecasts, Smappee will not be held to any minimum purchase obligations and the Supplier's prices will never be subject to any such minimum purchase obligations.

2.6. After the (deemed) acceptance of the Order (in accordance with the provisions of Art.2.2 of these GTCP), Smappee reserves the right, subject to notification to Supplier, to modify the details of the Order (quantity, quality/specifications, delivery date of the ordered Goods) during the execution of the Order provided that Supplier agrees thereto in writing.

3. Prices

3.1. The Price of the Goods (and/or Services) shall be as stated in the Order and, unless otherwise so stated, prices shall be fixed prices, exclusive of any applicable value added tax; and inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods as per the Incoterms applicable to the Order.

3.2. No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of Smappee in writing.

3.3. If Supplier fails to fulfil its obligations under the Agreement, Smappee may suspend payment to Supplier upon notice to Supplier and this until the actual due fulfilment of these obligations.

4. Delivery and transport of Goods

4.1., The Goods will be delivered in accordance with the Incoterm® defined in the Order, in absence of which the Goods will be deemed delivered as per Incoterm DAP (Delivered At Place) at the delivery

address mentioned by Smappee on the Order. Completed delivery shall not constitute acceptance of the Goods.

4.2. The Supplier shall, concurrently with the delivery of the Goods, upon Smappee's request and to the extent it is applicable or relevant, provide Smappee with copies of all applicable licenses as well as with all drawings, CE marks, conformity certificates, test reports, material safety data sheets, instruction manuals, software, components, tools, and users rights necessary for the maintenance, use and/or resale of the Goods. Each delivery of goods to Smappee shall include a delivery note which contains at least:

- i) the date of shipment,
- ii) the applicable Purchase Order number,
- iii) PO line ID
- iv) Smappee article number,
- v) the quantity,
- vi) number of boxes/parcels/pallets of the shipment, and
- vii) the batch or lot number.

4.3. Each package must be labelled in a way that allows clear identification at any time. The label should include at least the Smappee article number and order number, Supplier's article number and the quantities contained in each package in plain text. Any delivery without such markings can only be made after obtaining special authorization from Smappee. In particular, it is necessary to ensure that the details on the delivery note and the markings of the packing piece are identical with the content of the package.

4.4. The Supplier shall record all hazards associated with the Goods and their classification in accordance with domestic and international regulations and statutes in the transfer and shipping documents.

4.5. Unless otherwise agreed upon in writing by the Parties, Supplier shall make no partial delivery, delivery of more than the agreed quantities or delivery before the agreed delivery date(s). Smappee reserves the right to refuse delivery of the Goods and return the same at the Supplier's risk and expense if the Supplier defaults in the manner and time of delivery or in the rate of shipment. Smappee shall not be liable for any costs incurred by the Supplier related to the production, installation, assembly, or any other work related to the Goods, prior to delivery in accordance with the Agreement.

4.6. The Supplier shall pack, mark, and ship the Goods in a manner which is in accordance with the applicable regulations and with sound commercial practices as well as with Smappee's specifications in such a manner as to prevent damage during transport and to facilitate efficient unloading, handling, and storage. Notwithstanding the provisions of the applicable Incoterm®, the Supplier shall be responsible for and shall indemnify Smappee

for any loss or damage due to its failure to properly preserve, package, handle (before delivery as per the applicable Incoterm®) or pack the goods. Smappee shall not be required to assert any claims for such loss or damage against the common carrier involved.

4.7. The Supplier shall prepare all shipping documents in accordance with the (i) applicable domestic and international trade/customs regulations and (ii) Smappee's instructions, if any. The Supplier will promptly provide Smappee with duly prepared shipping documents (where applicable) to minimize any delay in customs clearance or receipt of the Goods.

4.8. All transport is carried out in accordance with the agreed Incoterm.

4.9. Smappee expects confirmation of the Order, and in particular the relevant delivery date mentioned on such Order, is expected by Smappee within 3 working days. In case of non-confirmation of the delivery date within such timeframe, the requested delivery date defined on the Order shall be deemed accepted.

The time of delivery of the Goods is of the essence of the Agreement. Supplier shall meet the agreed delivery dates. Changes to requested/confirmed delivery dates are subject to written agreement between the Parties.

4.10. Supplier acknowledges that Smappee has a legitimate commercial interest in the Goods being delivered on the due date and that Smappee should have an appropriate remedy if they are not so delivered. Accordingly, if the Goods are not delivered on the due date, then, without prejudice to any other remedy, Smappee shall be entitled to deduct from the Price or (if Smappee has agreed to pay any part of the Price in advance of delivery) to claim from Supplier by way of liquidated damages for delay.

5. Inspection, testing and rejection of the Goods

5.1. Supplier shall not unreasonably refuse to take any steps necessary to comply with any request by Smappee to gain access to Supplier's facilities in view of inspecting or testing the Goods during manufacturing, processing or storage at the premises of Supplier prior to dispatch or delivery. The Supplier shall remain fully responsible for its obligations under the Agreement in respect of the Goods (and/or Services) despite such inspection or testing and any such inspection or testing shall not reduce or otherwise affect Supplier's obligations under this Agreement.

If following such inspection or testing, Smappee reasonably considers that the Goods (and/or Services) do not comply or are unlikely to comply with Supplier's obligations defined in these GTCP,

Smappee shall inform Supplier and Supplier shall immediately take such remedial action as is necessary to ensure compliance.

5.2. The Goods delivered in accordance with the Agreement shall be free from visible and hidden defects. Acceptance shall always occur under reservation of inspection and testing by Smappee.

5.3. Smappee shall be entitled to reject any Goods delivered which are not in accordance with the Agreement and shall not be deemed to have accepted any Goods until Smappee has had a reasonable time to inspect them following delivery.

5.4. Inspection or testing of the Goods shall not constitute acceptance and shall not release Supplier from any of its obligations, representations or warranties under the Agreement.

5.5. If, in Smappee's reasonable opinion, the Goods fail to conform with the agreed specifications defined in the Order, Smappee has the right to reject the same and it shall promptly notify Supplier of such rejection. Within 2 weeks from such notification, Supplier shall collect the Goods at Smappee at its own expense. If Supplier does not collect the Goods within said period, Smappee may have the Goods delivered to Supplier, at Supplier's costs.

5.6. If, as a result of sampling inspection, any portion of a lot of shipment is found not to conform with the Agreement, Smappee may reject and return the entire shipment or lot without further inspection, or at its option, complete the inspection of all items in the shipment or lot, reject and return any or all non-conforming units (or accept them at a reduced price) and charge Supplier for the costs of such inspection.

6. Performance of the Services

Supplier shall perform the Services with due skill and care, using proper materials and employing sufficiently qualified staff.

Supplier shall be fully liable for the acts and omissions of any and all third parties with which it has contracted in connection with the execution of the Services.

Only written confirmation of Smappee shall constitute acceptance of the Services performed. If Smappee does not accept the Services, the provisions of Article 9 shall apply. Smappee shall promptly notify Supplier of such rejection, and Supplier will, at its own expense, carry out the necessary corrections, additions and modifications reasonably requested by Smappee in writing within thirty (30) calendar days of such notification.

7. Invoicing and payment

7.1. Supplier shall be entitled to invoice Smappee on or at any time after delivery of the Goods and each invoice shall quote the number of the Order and line ID. Invoices without correct reference to the relevant Order shall not be accepted. Payment shall not be settled prior to receipt and inspection of the Goods by Smappee.

7.2. Unless otherwise stated in the Order, and subject to the Goods being delivered to and accepted by Smappee, Smappee shall pay the Price of the Goods (and/or Services) within thirty (30) calendar days after the end of the month of receipt of the correct invoice.

7.3. Smappee shall be entitled to set off against the Price any sums owed Smappee by Supplier. In the event of subsequent deliveries, Smappee reserves the right to retain payment of the amounts due as a safeguard for the commitments still to be met by Supplier.

7.4. Prices shall be paid in the agreed currency. Any loss caused by the volatility in exchange rates or banking costs shall be on the account of the Supplier.

8. Transfer of title and risk of loss

8.1. Title to the Goods passed to Smappee upon the earliest of a) delivery of the Goods to Smappee, b) payment of any portion of the Price such Goods by Smappee, c) Smappee's acceptance of the Goods or d) delivery of the Goods on the delivery location. Title will transfer to Smappee even if Supplier has not been paid for such Goods, provided that Smappee will not be relieved of its obligation to pay for the Goods in accordance with the terms hereof.

8.2. Notwithstanding any agreement between the Parties concerning transfer of title or responsibility for shipping costs, risk of loss to the Goods passes to Smappee upon receipt and acceptance by Smappee at the delivery location and Supplier will bear all risk of loss or damage to the Goods until Smappee's receipt and acceptance of such Goods.

9. Warranty and non-conformity

9.1. Supplier warrants that:

- i) it is duly organized, validly existing and in good standing in the jurisdiction of its formation;
- ii) it has the full corporate power and authority to enter into the Agreement and to carry out its obligations under this Agreement;
- iii) it has adequate resources, equipment and fully trained personnel;
- iv) it shall obtain and maintain all licenses and permits required under all applicable laws and

regulations in connection with the supply of the Goods (or performance of the Services).

9.2. Where Supplier is not the manufacturer of the Goods, Supplier shall endeavour to transfer to Smappee the benefit of any warranty or guarantee given to Supplier.

9.3. Supplier warrants that (subject to the other provisions of these conditions) upon delivery, and for a period of 24 months from the date of delivery, the Goods shall:

- i) be of satisfactory quality;
- ii) be reasonably fit for the intended purpose for which the Goods are being bought by Smappee;
- iii) strictly comply with the specifications, approved samples and all other requirements under the Agreement;
- iv) be free from any liens and encumbrances;
- v) not infringe upon any third party intellectual property rights;
- vi) to the extent the Goods include software, not contain any harmful code;
- vii) have been designed, manufactured and delivered in compliance with applicable laws and regulations;
- viii) to the extent applicable, be identified to be including open source if any and in such case, the code being compliant with all licensing agreement applicable to such open source code;
- ix) be provided with all information and instructions necessary for proper and safe use.

9.4. These warranties are not exhaustive and shall not be deemed to exclude any warranties prescribed by law, Supplier's standard warranties or other rights or warranties which Smappee may be entitled to. These warranties shall survive any delivery, inspection, acceptance, payment or the resale of the Goods and shall extend to Smappee and its customers.

9.5. If any of the Goods are defective or otherwise do not conform with any of the warranties defined herein, Smappee shall notify Supplier and it may, without prejudice to any other right or remedy available to it under the Agreement or at law, as its sole discretion:

- i) require due performance by Supplier;
- ii) require delivery of conform substitute goods;
- iii) require Supplier to remedy the lack of conformity by repair which shall be performed within the shortest period of time;
- iv) refuse to accept future deliveries of the Goods without liability to Smappee;
- v) declare the Agreement rescinded;
- vi) reduce the Price in the same proportion as the value of the Goods (or Services) actually

delivered, even if that results in a full refund of the Price paid to Supplier.

9.6. Supplier shall bear all costs of (field) repair, unit reworks, replacement and transportation of the non-conforming Goods and shall reimburse Smappee in respect of all costs and expenses reasonably incurred by Smappee in connection therewith. Risk in relation to the non-conforming Goods shall pass to Supplier upon the date of notification of non-conformity.

10. Stock

Supplier shall maintain sufficient stock levels of all Goods to satisfy Smappee's requirements. Failure to maintain this adequate stocking requirement, as determined by Smappee, may result in termination of the Agreement by Smappee.

11. Termination and cancellation

11.1. Without prejudice to any other right or remedy available to Smappee under the Agreement or at law, Smappee shall be entitled at its discretion to suspend the performance of its obligations under the Agreement in whole or in part or to declare the Agreement rescinded in whole or in part by means of written notice with immediate effect to the Supplier if:

- i) the Supplier voluntarily files or becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, assignment for the benefit of creditors or any similar proceeding;
- ii) the Supplier ceases or threatens to cease to carry on business in the ordinary course;
- iii) the Supplier breaches any of its obligations under the Agreement or Smappee, in its reasonable discretion, determines that the Supplier cannot or shall not deliver the Goods (or perform the Services as required); or
- iv) the Supplier fails to provide adequate assurance of performance following request by Smappee.

11.2. Smappee shall not be liable to the Supplier by virtue of exercising any of the rights under Clause 11.1.

12. Force Majeure

12.1. If any Party is prevented from performing any of its obligations under the Agreement for reason of force majeure (being an event unforeseeable and beyond its control) and that Party has provided sufficient proof for the existence of the force majeure, the performance of the obligation concerned shall be suspended for the duration of the force majeure event. The Party invoking force majeure shall be entitled to terminate the Agreement if the circumstance constituting force majeure

endures for more than sixty (60) days and, upon such notice, the other Party shall not be entitled to any form of compensation in relation to the termination.

Force majeure on the part of the Supplier shall in any event not include unavailability of proper transport means such as land or sea transport, shortage of personnel or production materials or resources, strikes, not officially declared epidemic or pandemic, breach of contract by third parties contracted by the Supplier, financial problems of the Supplier, nor the inability of the Supplier to secure the necessary licenses in respect of software to be supplied or the necessary legal or administrative permits or authorizations in relation to the goods or services to be supplied.

12.2. In case of force majeure on the side of the Supplier, the latter shall where feasible, exercise its best efforts to obtain goods from other sources either within or separate from its regular production and distribution system until sufficient goods from the normal sources is available. Delivery of such replacements goods to Smappee requires Smappee's prior approval. Smappee shall have the right to decline - without the incurrance of any costs - any such replacement goods and to seek an alternative solution if available.

13. Intellectual Property

13.1. Supplier represents and warrants to Smappee that the Goods (and Services) do not and shall not, alone or in any combination, infringe or violate any third-party intellectual property rights.

13.2. If, as part of the execution of Services under the Agreement, Supplier would be entrusted with the creation of any copyrighted work, Supplier explicitly agrees that all intellectual property rights attached to these works shall be transferred to Smappee, for the entire duration of these rights and for the entire world. This transfer applies to the fullest extent, i.e. to all modes and forms of exploitation.

13.3. The purchase of Goods (and/or Services) shall confer on Smappee an irrevocable, world-wide, royalty-free and fully paid-up, non-exclusive and perpetual license under all intellectual property rights owned or controlled by Supplier, to use, make, have made, build-in, have built-in, market, sell, lease, license, distribute and/or otherwise dispose of the Goods (and/or Services).

13.4. The compensation for the transfer of intellectual property rights or respectively the attribution of a license as set out in clause 13.3 shall be covered by the Price for the Goods (and/or Services). Supplier shall not be entitled to any additional compensation.

13.5. Supplier shall not have any right, title, or interest in or to any of Smappee's samples, data, works, materials, trademarks nor shall the supply of the Goods alone or in any combination, or the supply of packaging containing Smappee's trademarks or trade names give Supplier any right or title to these trademarks or trade names. Supplier shall not use any trademark, trade name or other indication in relation to the Goods (or Services) alone or in any combination without Smappee's prior written approval and any use of any trademark, trade name or other indication as authorized by Smappee shall be strictly in accordance with the instructions of and for the purposes specified by Smappee.

13.6. Supplier shall defend, and at Smappee's option, cooperate in the defense of, hold harmless and indemnify Smappee from and against all losses awarded against Smappee in a judgement arising out of any third-party claim or any direct claim against Supplier alleging that the Goods or Smappee's receipt thereof infringes any intellectual property rights. If such claim is, or is likely to be made, Supplier shall, at its own expense, the first of the following that is practicable:

- i) obtain for Smappee the right to continue to use the Goods and sell the Goods consistent with the Agreement;
- ii) modify the Goods so they are non-infringing;
- iii) replace the Goods with non-infringing ones; or,
- iv) at Smappee's request, accept cancellation of the Order for infringing Goods without Smappee having any cancellation liability and refund to Smappee any amount paid for such infringing Goods.

14. Confidential Information

14.1. Smappee, respectively the Buyer (the 'Disclosing Party') may disclose confidential and/or proprietary information to the other (the 'Receiving Party') relating to the Disclosing Party's business.

Such information includes, without limitation, information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, and/or which the Receiving Party knows or reasonably should know the Disclosing Party considers confidential or proprietary (hereinafter referred to as 'Confidential Information').

Shall however not be regarded as confidential information: information which (a) was already in possession of the Receiving Party without restrictions as to use or disclosure, or (b) which was or is independently developed without the use of or access to any Confidential Information, (c) becomes a part of the public domain through no act or omission of the Receiving Party, (d) is lawfully received by the

Receiving Party from a third party without restrictions as to use or disclosure.

14.2. If the Receiving Party is required to disclose Confidential Information by law or a competent court, the Receiving Party shall, to the extent allowed, use reasonable efforts to give advance notice of such compelled disclosure to the Disclosing Party, cooperate with the Disclosing Party in connection with any efforts to prevent or limit the scope of such disclosure and/or use of such Confidential Information, take reasonable precaution to disclose the minimum amount necessary and seek to protect the confidentiality of such disclosed information.

14.3. Each Party hereby undertakes (a) to keep the Confidential Information secret and not disclose it, in whole or in part, to any person other than (i) with the prior written consent of the Disclosing Party or (ii) its employees, directors, subcontractors and consultants who have a direct need to know such Confidential Information for the sole purposes complying with its obligations under these GTCP. The Receiving Party shall ensure that these persons are bound by confidentiality obligations which are not less stringent than those set out herein; (b) to use the Confidential Information solely in relation to comply with its obligations and to refrain from using such Confidential Information in any manner which could prejudice the Disclosing Party; and (c) to use the same degree of care and means that it utilizes to protect its own information of a similar nature, but in any event not less than reasonable care and means, to ensure the confidentiality of such Confidential Information and avoid a third party to use or have access to the Confidential Information.

At the request of Smappee, Buyer must return the aforementioned information to Smappee in good condition within fourteen days or destroy it and destroy all local copies of such Confidential Information.

14.4. These confidentiality obligations apply during the term of the Agreement and survive termination for a period of three (3) years.

15. Compliance with law and Smappee's Supplier Code of Conduct

15.1. Supplier shall at all times comply with all laws and regulations, including, but not limited to, all fair labor, equal opportunity, environmental and trade compliance laws and regulations (such as but not limited to REACH, RoHS,...). The Supplier shall furnish Smappee any information required to enable Smappee to comply with any applicable laws and regulations in its use of the Goods (and/or Services).

15.2. Smappee's Code of Conduct can be consulted via Smappee's website. The Supplier must at all times

respect the principles set out in this Supplier Code of Conduct in confirming or delivering the Order.

15.3. On an annual basis, or upon earlier request of Smappee, the Supplier shall provide Smappee with a supplier declaration of origin in relation to the Goods sufficient to satisfy the requirements of (i) the customs authorities of the country of receipt, and (ii) any applicable export licensing regulations. Dual-use goods, or otherwise classified goods supplied by the Supplier should be clearly identified by their classification code.

15.4. Supplier shall mark every Good (or the Good's container if there is no room on the Good itself) with the country of origin. The Supplier shall, in marking the Goods, comply with the requirements of the customs authorities of the country of receipt. If any goods are imported, the Supplier shall, when possible, allow Smappee to be the importer of record. If Smappee is not the importer of record and the Supplier obtains duty drawback rights to the Goods, the Supplier shall, upon Smappee's request, provide Smappee with documents required by the customs authorities of the country of receipt to prove importation and to transfer duty drawback rights to Smappee.

16. Limitation of liability

16.1. Neither Party excludes or limits its liability for death or personal injury arising from its own negligence, fraud, or for any liability that cannot by law be excluded or limited.

16.2. Subject to Clause 16.1, in no event shall Smappee be liable under any theory of liability, for indirect, incidental, special, consequential or punitive damages, which includes without limitation damages for lost profits or revenues, lost business opportunities, loss of image or lost data, even if Smappee has been advised of the possibility of such damages.

Further, in no event shall Smappee be liable to the Supplier, its successors or assigns for damages in excess of the amount due to the Supplier for complete performance under the Agreement.

16.3. The Supplier shall indemnify and hold harmless Smappee, its Affiliates, agents and employees and anyone selling or using any of the Goods (and Services), from and against all suits, actions, legal or administrative proceedings, claims, demands, damages, judgments, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature, whether arising before or after completion of the delivery of the Goods (or performance of the Services), in any manner caused or claimed to be caused by the acts, omissions, faults, breach of express or implied warranty, breach of any of the provisions of the Agreement, or negligence of the

Supplier, in connection with the Goods, Services or any other information furnished by the Supplier to Smappee under the Agreement.

17. Insurance

Without limiting Supplier's indemnification obligations under this Agreement, Supplier will, at its own expense, maintain sufficient and comprehensive commercial general liability insurance (including product liability, property damage and personal injury liability, and any other liability as may be requested from time to time by Smappee) to cover claims of bodily injury, including death, and any other damages that may arise from the use of the Goods (or Services) or acts or omissions of the Supplier under the Agreement. Such insurance policies will be written with appropriately licensed and financially responsible insurers. The Supplier shall inform Smappee of any cancellation or reduction in coverage with a minimum of thirty (30) days prior written notice. Certificates of insurance evidencing the required coverage, limits and insurance policies shall be furnished by the Supplier to Smappee upon Smappee's request.

18. Miscellaneous

18.1. In the event that any provision of these GTCP or the Agreement is found to be unenforceable this does not affect the applicability of other provisions of the GTCP or the Agreement as a whole. The unenforceable provisions shall be changed and mitigated by the courts so that they are in accordance with statutory provisions.

18.2 The failure of, or any delay in, exercising any right or remedy on the part of Smappee shall not operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or future exercise thereof or the exercise of any other remedy granted hereby or by any related document or by law.

18.3. Supplier shall not subcontract, transfer, pledge or assign any of its rights or obligations under the Contract without the prior written consent of Smappee. The Supplier will remain fully liable for the actions of any third parties regardless of whether approved by Smappee without prejudice to any rights of Smappee to seek recourse against such third parties.

18.4. These GTCP and any dispute or claim arising out of or in connection therewith shall be governed by and construed in accordance with the laws of Belgium. All disputes arising out of or in connection with these GTCP shall be settled by the Court of Kortrijk.

18.5. The English version of the GTCP prevails over any local language version in case of discrepancy.

Please check our website for other languages or for additional information and documentation at <https://www.smappee.com/legal-documents/>.

19. Definitions

In these GTCP, the following are understood to be:

"Smappee": Smappee NV, having its registered office at Evolis 104, 8530 Harelbeke, registered under number BE0849.366.642, e-mail: info@smappee.com.

or any of its Affiliates:

- i) Smappee Services BV, having its registered office at Diksmuidekaai 11 bus 16.1, 8500 Kortrijk, registered under number BE0835.376.866, e-mail: info@smappeeservices.com.
- ii) Smappee Inc., having its registered office at 55 Madison Avenue, Suite 400 55, Madison Avenue, Suite 400, Morristown, New Jersey (US)07960, United States; listed under enterprise number VAT. EIN61-1750640, e-mail: info@smappee.com.
- iii) Smappee PTY, having its registered office at 1/575 Darling Street, Rozelle, New South Wales 2039, Australia, and registered under number AU21627146874, e-mail: info@smappeeservices.com.

"Affiliates": any affiliate of a Party, whether directly or indirectly controlled by a Party or under a Party's common control.

"Agreement" means the binding agreement formed between Smappee and Supplier. The Agreement contains these GTCP, together with Order, delivery notes, invoices, documentation and any other relevant documents which are entered into or agreed upon between the Parties.

"Supplier" means the entity mentioned on the Order with whom Smappee placed the Order for the Goods and/or Services.

"Order" means Smappee's purchase order which refers to these GTCP and/or to which these GTCP are annexed.

"Parties" means the Supplier and/or Smappee.

"Prices" means the prices payable for the Goods and/or Services.

"Goods" means the goods described in the Order.