EMPWR GENERAL CONDITIONS OF SALE

1 SCOPE AND ORDER OF PRECEDENCE

The present terms and conditions of sale and delivery (the "**General Conditions**") apply to all present and future offerings, sales and delivery of products and services (an "**Agreement**") by EMPWR BV (company number 0741.604.887) or EMPWR Netherlands BV (Company number: 23080831) ("**EMPWR**") to a customer of products or services (as mentioned on the order confirmation) (the "**Customer**"). EMPWR and the Customer are hereinafter referred to as the "parties".

Any derogation from the General Conditions is only valid to the extent explicitly agreed in writing between the parties. The application of any general or specific conditions of the Customer is hereby explicitly excluded, notwithstanding any referral thereto on any document of the Customer.

2 ORDERS

On the 3rd business day of the month (M), the Customer shall issue its order for delivery in the next month (M+1) to the email address as provided by EMPWR. Each order must specify (i) the correct SKU number & SAP number, the full product description and quantity of the products in number of bars; (ii) the language cluster; and (iii) for insurance purposes, where applicable, that the products ordered are intended for sale outside the European Union.

An order shall only bind EMPWR upon its acceptance by EMPWR, i.e. (i) when it is accepted in writing by a duly authorized officer or employee of EMPWR; (ii) if EMPWR has not explicitly rejected the order within 10 (ten) business days from the date of receipt thereof; or (iii) upon delivery of the products by EMPWR.

Any accepted order is binding upon the Customer. The Customer shall not have the right to increase, decrease or cancel an accepted order, nor to modify the (estimated) delivery date, unless upon prior written consent of EMPWR. Any request from EMPWR to clarify the order shall be promptly answered by the Customer.

With respect to each order, the Customer's responsibilities include: (i) ensuring the accuracy of the order; (ii) providing EMPWR with any information which is necessary in order to enable EMPWR to fulfil the order and, as the case may be, to comply with all labelling and other applicable legal requirements; and (iii) as the case may be, obtaining any necessary import licences, certificates of origin or other requisite documents, and paying all applicable customs, duties and taxes in respect of the importation of the products.

Without prejudice to the previous paragraph, any request by the Customer for certificates, documents, or other information, must be submitted to EMPWR at least 3 (three) months in advance of the intended date of receipt. EMPWR reserves the right to determine, at its sole discretion, whether the certificate, document, or information can be provided. If EMPWR agrees to provide the requested material, all associated costs shall be borne exclusively by the Customer.

3 FORECAST

Simultaneously with the order, the Customer shall provide EMPWR with a rolling forecast (monthly total by reference) of its estimated monthly requirements of the products for the 3 months following the current month (M) (the "**Product Forecast**").

The Customer shall promptly notify EMPWR of any changes in circumstances which may affect its requirements for the products.

The actual quantity of products ordered by the Customer compared to the forecasted quantity of the products for a particular month in accordance with the Product Forecast cannot deviate more than 20%.

The Customer shall buy off from EMPWR the stock of materials that EMPWR has purchased according to the Product Forecast increased by 20%, orders and/or extraordinary approvals made by the Customer, in each of the following instances: (i) if due to lack of orders or modest orders, the materials can no longer be used for the relevant products directly or later, for example, because the shelf life is no longer sufficient or it has lapsed; (ii) if the respective materials can no longer be used due to changes to the Specifications (as defined below) and/or design; and/or (iii) upon written termination of the agreement for any reason whatsoever.

4 SPECIFICATIONS AND PRODUCT CHANGES

EMPWR shall manufacture the products in accordance with the specifications agreed with the Customer ("**Specifications**"). The Specifications shall form an integral part of the Agreement. Any changes in the Specifications shall be made upon mutual agreement between the parties and shall be confirmed in writing. Any additional costs of the products, labelling and packaging as a result of the changes to the Specifications shall be exclusively borne by the Customer.

The Customer bears all responsibility with respect to the compliance of the Specifications, labelling and packaging with applicable statutory or regulatory requirements in any market where the Customer sells or will sell the products and shall fully indemnify EMPWR and defend and hold EMPWR harmless against any and all lawsuits, claims, actions, liabilities, losses, damages, penalties, fines, forfeitures, reasonable and necessary legal fees, including attorney's fees and related costs, even if claims are groundless and whether or not litigation is commenced, judgments, and any other costs, fees and expenses that EMPWR may sustain in any way related to the non-compliance with such requirements.

5 PACKAGING AND LABELLING

Notwithstanding Clause 3 and unless otherwise agreed between the parties, ordered products will be delivered in their original packaging. EMPWR reserves the right to modify its products and their packaging in any case following 2 weeks prior notice and its products without prior notice if such modification is required to comply with statutory or regulatory requirements or with the Specifications. Ordered quantities may be modified in order to meet the standard packaging units. All packaging material will be printed within the industry coloring standard targeting DeltaE<3.

6 DELIVERY

EMPWR shall deliver the products Ex-Works (Incoterms 2020) at the location agreed between the parties. Delivery is completed and risk and storage burden transfers when EMPWR places the products at the Customer's disposal at the aforementioned location, irrespective of whether EMPWR loads the products onto the truck. The Customer does not have the right to change the delivery date, unless mutually agreed in writing between the parties.

If a delivery date is agreed in writing for an order, EMPWR will use its reasonable efforts to deliver the products in accordance with such date. EMPWR shall promptly inform the Customer of a delay in delivery and the parties shall consult on the most practical manner to remedy any adverse consequences of such delay. A delay, whatever the cause, shall not constitute a ground for cancellation of the order by the Customer, penalties, damages or compensation.

The quantity of the products actually delivered may deviate from the ordered amount due to e.g. quality control and standard packaging units. If the actual quantity of the products delivered and the quantity ordered deviates less than 10%, EMPWR (i) cannot be held liable for any (direct or indirect) damage resulting therefrom, and (ii) shall be under no obligation to deliver the remaining amount or, as the case may be, shall be entitled to invoice all (additional) products delivered in accordance with clause 7, which invoice the Customer shall pay.

7 PRICES, INVOICING AND PAYMENT

The products shall be invoiced at the prices indicated on the order confirmation. Unless indicated otherwise, the prices are excluding VAT. Prices may be amended by EMPWR from time to time based on the basis of objective reasons (including without limitation the evolution of the market prices of the raw materials and cost of labor) upon 2 (two) months' prior written notice to the Customer. Notwithstanding the foregoing, EMPWR reserves the right to use a shorter prior written notice period if any changes in the cost of raw materials or cost of labor occur which EMPWR cannot reasonably avoid. The parties explicitly wave their right under any statutory provision to claim the renegotiation or revision of this Agreement in the event of unforeseen circumstances ('*imprevisie*').

Invoices are payable within 30 (thirty) calendar days following the invoice date in EUR and in cash, on such bank account of EMPWR as indicated on the invoice and without any reduction, discount, compensation or set-off. Any cost, tax, duty or other levy concerning the invoice payment shall be for the account of the Customer.

Any complaint in relation to an invoice shall only be considered valid if notified via

registered mail within 5 (five) Business Days following the invoice date. Upon expiration of such term, the relevant invoice shall be considered accepted by the Customer and no complaint shall be accepted. A request for correction of an invoice shall not give the right to the Customer to delay the payment thereof. In no event shall any complaint regarding the products justify the (partial) non-payment of any invoice.

By operation of law and without any notice, an interest shall be due and payable to EMPWR on all amounts that have not been fully paid by the Customer on the relevant invoice expiration date at the statutory interest rate applicable for commercial transactions (as amended from time to time). Such interests shall be calculated on a daily basis until full payment of the amounts due. In addition to the aforementioned interest, the Customer shall pay to EMPWR a compensation equal to 15% (fifteen per cent) of the outstanding unpaid and overdue invoice amounts as well as all other applicable legal and extralegal recovery expenses and costs, with a minimum of EUR 50 (fifty) and without prejudice to the right of EMPWR to claim higher damages providing proof of higher actually incurred damages.

Any delay in payment of an invoice gives EMPWR the right to (i) suspend all pending orders with immediate effect; (ii) request a cash prepayment of any subsequent order; and/or (iii) refuse any subsequent orders, notwithstanding any other right which EMPWR may have under the Agreement or otherwise. EMPWR may continue to suspend and refuse any order until it has received full payment of the amounts due and payable (including any interest and compensations).

EMPWR cannot be held liable for any (direct or indirect) damage resulting from the application of the payment provisions under the Agreement.

8 RETENTION OF TITLE

EMPWR retains the title of the products until the latest moment of (i) full payment of all amounts due under the Agreement by the Customer, or, as the case may be, (ii) settlement of any claims arising out of any agreement with the Customer. Until the title has transferred, the Customer is not allowed to resell, encumber or otherwise dispose of the products. Failure to pay any of the amounts due on the respective due dates may lead to reclaiming the products.

Retention of title does not affect the transfer of risk to the Customer in accordance with clause 5.

9 WARRANTY

EMPWR warrants towards the Customer that the products shall meet the Specifications at the time of delivery. EMPWR does not explicitly or implicitly warrant anything else related to the products, their merchantability, fitness for use or for a particular purpose or otherwise.

Upon delivery by EMPWR in accordance with clause 9, the Customer shall examine the products' conformity with the Specifications. If the Customer considers that the products do not comply with the Specifications, it must send a detailed written notice of rejection to EMPWR, including samples of the products concerned, within a period of 5 (five) Business Days following the date on which (i) the products were delivered in accordance with clause 9, in case of a visible defect; and (ii) the Customer (should reasonably have) discovered the defect, in case of a hidden defect. The Customer will preserve the relevant products (or ensure that they are preserved, as the case may be), as well as any relevant material or documents thereto, and make them available for inspection and review by EMPWR or a third party appointed by EMPWR. Products that are not rejected in accordance with this clause 9 are deemed accepted by the Customer and cannot be rejected by the Customer afterwards.

If and to the extent that EMPWR accepts that the products are defective, EMPWR's liability shall be limited to either a replacement, a reimbursement or an additional delivery, at EMPWR's sole discretion. No product may be returned or destroyed without EMPWR's prior written consent.

Except for its willful misconduct or gross negligence, EMPWR is not liable if a product does not meet the Specifications as a result of (i) EMPWR following any oral or written instruction provided by the Customer; (ii) the Customer (or any third party to which the products have been provided or sold) failing to follow EMPWR's oral or written instructions (including with regard to the storage, transport or use of the products, as may be included on the Specifications or otherwise) or any (other) misuse or improper storage or transport of the products by the Customer; (iii) the Customer's (or any third party to which the products have been provided or sold) negligence, fraud or willful misconduct; or (iv) changes made by EMPWR to ensure that the products comply with applicable statutory or regulatory requirements.

10 EXPORT CONTROL AND SANCTIONS

Customer represents and warrants that it shall not, directly or indirectly, sell, export, reexport, transfer, divert, or otherwise dispose of any products (including products derived from or based on the products) supplied by EMPWR under the Agreement to any destination, entity, or person prohibited by the laws or regulations of the United States and the European Union, without obtaining prior authorization from the competent government authorities as required by those laws and regulations. The Customer represents and warrants that it is not a person subject to economic or financial sanctions imposed by a government entity (a "**Sanctioned Person**"). The Customer acknowledges that Sanctioned Persons may include persons who are not explicitly included on any sanctions list maintained by a relevant government entity, but also persons who are directly or indirectly owned by one or more Sanctioned Persons. The sale of products outside the European Union is permitted only with the prior written approval of EMPWR.

The Customer is fully responsible for and shall indemnify and hold EMPWR harmless from and against any and all costs, damages, expenses, or losses arising out of any sale taking place in breach of this clause 9. This export control clause shall survive termination or cancellation of the Agreement.

11 LIABILITY AND INSURANCE

The extra-contractual liability, related to the formation, performance, and termination of the Agreement, of EMPWR, its affiliates and the directors, employees, shareholders, and direct or indirect auxiliary persons of EMPWR and its affiliates, is excluded to the fullest extent permitted by law.

EMPWR (including its appointees, representatives and/or employees) is not liable for incidental, indirect or consequential damages, including but not limited to loss of profits, lost savings, or damage to third parties.

EMPWR's liability under the Agreement (whether such liability arises due to breach of contract, negligence, breach of statutory duty or for any other reason) shall be limited to the lower of (i) the amount paid for the products to which the claim pertains; or (ii) the sum for which EMPWR is insured.

The aforementioned exclusions and limitations of liability shall not apply to EMPWR's liability (i) which cannot be excluded or limited under mandatory applicable laws; and (ii) resulting from its or its appointees, representatives and/or employees willful misconduct or fraud. The Customer is exclusively liable for using the products.

The Customer shall have sufficient insurance in place for the risk of loss or damage to such products. Furthermore, the Customer shall notify EMPWR immediately in the event that seizure is made on the products, in the event of inability to pay its debts, suspension of payment or (the application for) bankruptcy of the Customer, liquidation or cessation of activities of the Customer or in the event that the Customer has ceased to trade. In the event of seizure, bankruptcy or inability to pay its debts, the Customer shall inform such bailiff, trustee in bankruptcy or administrator of this clause 10 and shall make available all relevant documents concerning the products.

12 INTELLECTUAL PROPERTY RIGHTS

Unless otherwise agreed in writing, all intellectual property rights arising out of this Agreement shall vest in EMPWR and nothing in the Agreement shall be construed as a transfer or assignment of any intellectual property rights to the Customer. The Customer shall not analyze, reverse engineer, allow others to analyze or reverse engineer, or in any way attempt to determine the composition of the products. The Customer shall notify EMPWR of (i) any actual, threatened or suspected infringement of EMPWR's intellectual property rights of which the Customer becomes aware, and (ii) any claim by any third party of which it becomes aware that the import or sale of the products infringes any rights of any third party.

In case of any violation of EMPWR's intellectual property rights by the Customer, its appointees, representatives, employees or their affiliates, the Customer shall be liable to immediately pay and without the need for a notice of default, a lump sum of 10.000 EUR per day, for every day this violation continues, without

prejudice to EMPWR's right to additionally claim compliance with the obligation and/or compensation for the actual damages, costs and interests if the damage actually suffered exceeds the lump sum amount.

13 FORCE MAJEURE

The Customer bears the risk of force majeure. Moreover should the performance of the Agreement be temporarily or permanently hindered or burdened due to an external, unforeseeable and/or unavoidable circumstance ("**Force Majeure**"), including but not limited to explosion, fire or flood, pandemics, epidemic or other viral outbreaks, protest, riot, civil commotion, acts of terrorism, government action, lock-outs, traffic problems, strikes or other industrial actions, import and export restrictions, embargoes, damage of equipment, late delivery of the products by EMPWR's supplier to EMPWR and each incident that results in the products not being able to be delivered in the normal manner, as well as similar circumstances that affect subcontractors or suppliers of EMPWR, the obligations of EMPWR are suspended for the period of the Force Majeure. If the Force Majeure lasts for more than six (6) months, either party may terminate the suspended part of the Agreement with immediate effect, without any compensation being due. Force Majeure on the part of the Customer is explicitly excluded.

14 TERMINATION

Notwithstanding any other termination right available to it under the Agreement, EMPWR may terminate the Agreement with immediate effect, without judicial intervention and without the Customer having any entitlement to compensation, by giving written notice, in the event that the Customer (i) is in breach of the Agreement and has failed to remedy such breach within 30 (thirty) days of having been provided by written notice that the breach be remedied; a remedy period does not apply to payment terms, (ii) is not able to pay its debts, is in suspension of payment or (the application for) bankruptcy, liquidation or cessation of activities of the Customer or in the event that the Customer has ceased to trade (in whole or in part), (iii) engages in an act of fraud; (iv) in the event of a change of control in the Customer or the acquisition of control by the Customer over a direct competitor of EMPWR. The Customer shall inform EMPWR of any such change or acquisition of Control, without undue delay.

In case of termination and without prejudice to any other remedies it may be entitled, (i) EMPWR reserves the right to claim compensation for all costs, interest and damages EMPWR would incur, (ii) all claims of EMPWR against the Customer are immediately due and payable, and (iii) EMPWR may suspend or to postpone its obligations relating to other running Agreements between parties, (iv) the Customer must purchase any stock of materials purchased by EMPWR upon the latter's first request.

15 MISCELLANEOUS

The Customer is not authorized to use the trade name or any brand name of EMPWR, neither does it acquire any property rights in software, drawings etc. which may have been made available to it. EMPWR remains the exclusive owner of any intellectual or industrial property right relating to the manufacturing process employed by EMPWR or products sold by EMPWR, unless explicitly provided otherwise in writing or mandatory laws.

The rights of each party under the Agreement (i) may be exercised as often as necessary; (ii) are cumulative and not exclusive of rights and remedies provided by law unless specifically excluded; and (iii) may be waived only in writing and specifically.

If (part of) a provision of the Agreement is null and void or unenforceable, the remainder of the Agreement shall continue to be effective to the extent that, in view of the Agreement's substance and purpose, such remainder is not inextricably related to and therefore inseverable from the null and void or unenforceable (part of the) provision. The affected (part of such) provision shall be deemed automatically replaced by such valid and enforceable provision(s) which come(s) closest to the original intention of the parties.

The Agreement constitutes the entire understanding between the parties with respect to the subject matter thereof and shall only be modified by writing executed by a duly authorized representative of each party, and by referring to the Agreement.

16 GOVERNING LAW AND DISPUTE SETTLEMENT

The Agreement shall be interpreted in accordance with, and governed by, the laws of Belgium. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply.

Any disputes arising out of or in connection with the Agreement, which would not be settled in an amicable manner, shall be finally settled by the competent courts of Ghent, Belgium, who shall have exclusive jurisdiction.