EMPWR USA − 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 USA INC., ("**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".

The Parties intend for the express terms and conditions contained in these General Conditions to exclusively govern and control each of the parties' respective rights and obligations regarding the subject matter of the Agreement, and the Agreement is expressly limited to such terms and conditions. Without limitation of the foregoing, any additional, contrary, or different terms contained in any purchase order or other request or communication by the Customer pertaining to the sale of products or services by EMPWR are hereby expressly rejected by EMPWR, and any attempt to modify, supersede, supplement or otherwise alter these General Conditions will not modify these General Conditions or be binding on the parties unless such terms have been fully approved in a signed writing by authorized representatives of both parties.

2 ORDERS

The Customer shall issue each order to the email address as provided by EMPWR. Each order must specify (i) the type and quantity of the products; and (ii) for insurance purposes, where applicable, that the products ordered are intended for sale outside the United States of America. By issuing an order to EMPWR, the Customer makes an offer to purchase products pursuant to the terms and conditions of the Agreement and on no other terms. For the avoidance of doubt, any variations made to the terms and conditions of these General Conditions by the Customer in any Order are void and have no effect.

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; or (ii) 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 licenses, certificates of origin or other requisite documents, and paying all applicable customs, duties and taxes in respect of the importation of the products.

3 SPECIFICATIONS AND PRODUCT CHANGES

EMPWR shall manufacture the products in accordance with the specifications agreed with the Customer. 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.

4 PACKAGING AND LABELLING

Notwithstanding Section 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.

5 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.

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 damage, loss or other liability 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 Section 6, which invoice the Customer shall pay.

6 PRICES, INVOICING AND PAYMENT

The products shall be invoiced at the prices indicated on the order confirmation. EMPWR shall have the right to increase the prices on the order confirmation to reflect any increase in the costs of goods or services related to the manufacturing and/or distribution of the products, including, but not limited to, labor and energy costs, taxes and levies, costs of raw materials and packaging, upon 6 (six) days' prior written notice to the Customer. Orders received and confirmed by EMPWR prior to the modification shall be invoiced at the price in effect before the change.

Invoices are payable within 30 (thirty) calendar days following the invoice date in USD 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 disputed amount 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 period, the relevant invoice shall be deemed accurate and accepted by the Customer and no dispute 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 or complete) 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 interest rate equal to the lesser of (a) 18% (eighteen percent) per annum or (b) the maximum interest rate permitted pursuant to applicable law. 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 $50 (fifty dollars) 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 without limitation any interest and compensations).

EMPWR shall not be held liable for any damage, loss or other liability resulting

from the application of the payment provisions under the Agreement.

7 RETENTION OF TITLE

Until full payment of all amounts due under the Agreement by the Customer, EMPWR retains title of the products and 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. 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 by the Customer, the application for bankruptcy or insolvency protection of the Customer, institution of involuntary bankruptcy or insolvency proceedings involving 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 Section 7 and shall make available all relevant documents concerning the products.

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

8 WARRANTY

EMPWR warrants to the Customer that, upon delivery by EMPWR, the products shall conform to 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 Section 8, the Customer shall examine the products' conformity with the Specifications. If the Customer considers that the products materially fail to conform to 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 Section 8, 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 Section 8 are deemed accepted by the Customer and cannot be rejected by the Customer after the expiration of such period.

If and to the extent that EMPWR accepts that the products are non-conforming, EMPWR's liability shall be limited to either a replacement of the non-conforming products, a reimbursement for the cost of the non-conforming products or an additional delivery of conforming products, at EMPWR's sole discretion. In addition, if EMPWR determines that any products sold to the Customer may be non-conforming, at EMPWR's request, the Customer shall withdraw all similar products from sale and, at EMPWR's option, either return such products to EMPWR or destroy the products and provide EMPWR with written certification of such destruction. If the Customer returns all withdrawn products or destroys all withdrawn products and provides EMPWR with written certification of such destruction within the time period reasonably agreed by the parties following EMPWR's withdrawal request, in either case, consistent with EMPWR's instructions, unless any such non-conformity has been caused or contributed to by any of the factors described under the following paragraph, EMPWR shall provide a replacement of the non-conforming products, a reimbursement for the cost of the non-conforming products or an additional delivery of conforming products, at EMPWR's sole discretion. No product may be returned or destroyed without EMPWR's prior written consent. **THE REMEDIES SET FORTH IN THIS SECTION ARE THE CUSTOMER'S EXCLUSIVE REMEDY FOR THE DELIVERY OF SUCH NON-CONFORMING PRODUCTS**.

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 or use of the products) or any (other) misuse or improper storage 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.

EMPWR'S EXPRESS WARRANTY UNDER THIS SECTION 8 IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, TERMS AND CONDITIONS, REPRESENTATIONS, RIGHTS, OBLIGATIONS, LIABILITIES AND OTHER TERMS EXPRESS OR IMPLIED, INCLUDING THAT ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE OR PERFORMANCE OF GOODS OR PRODUCTS TO STANDARDS SPECIFIC TO THE COUNTRY OF IMPORT, AND ALL OTHER WARRANTIES, TERMS AND CONDITIONS, REPRESENTATIONS, RIGHTS, OBLIGATIONS, LIABILITIES AND OTHER TERMS, WHETHER EXPRESS OR IMPLIED, WHETHER ORAL OR WRITTEN, AND WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ARE HEREBY EXPRESSLY DISCLAIMED BY EMPWR.

9 EXPORT CONTROL

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. This export control Section shall survive termination or cancellation of the Agreement.

10 INDEMNIFICATION; LIMITATIONS OF LIABILITY

The Customer shall indemnify, defend and hold EMPWR and its Affiliates and their respective officers, directors, employees, agents, successors and permitted assigns (the "**Indemnified Parties**") harmless against all claims, suits, demands, proceedings, actions, losses, damages, liabilities, deficiencies, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, in each case arising from or related to (i) an allegation of infringement or misappropriation of any intellectual property rights by the products, specifications, or the Customer's use of the products except to the extent resulting from EMPWR's breach of its obligations under Section 8, (ii) product liability claims relating to any product except to the extent resulting from EMPWR's breach of its obligations under Section 8; (iii) the Customer's breach of the Agreement; (iv) the Customer's marketing, distribution, sale or other use and/or misuse of the products; and (v) any Claims brought by the Customer's direct or indirect customers against EMPWR.

IN NO EVENT WILL EMPWR (INCLUDING ITS APPOINTEES, REPRESENTATIVES AND/OR EMPLOYEES) BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS, EXPECTED SAVINGS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF (I) WHETHER SUCH DAMAGES WERE FORESEEABLE, (II) WHETHER OR NOT EMPWR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE GENERAL CONDITIONS OR THE AGREEMENT, THE CUSTOMER ACKNOWLEDGES AND AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL LIABILITY OF EMPWR (INCLUDING ITS APPOINTEES, REPRESENTATIVES AND/OR EMPLOYEES), WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE AGREEMENT, OR THE MANUFACTURE, SALE, STORAGE, DELIVERY, RESALE, REPAIR, REPLACEMENT OR USE OF ANY PRODUCTS PROVIDED IN CONNECTION WITH THE AGREEMENT, SHALL BE LIMITED TO THE LOWER OF (I) THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE SPECIFIC PRODUCTS TO WHICH THE CLAIM GIVING RISE TO SUCH LIABILITY RELATES, OR (II) THE SUM FOR WHICH EMPWR IS INSURED.

The aforementioned exclusions and limitations of liability shall not apply to

EMPWR's liability (i) to the extent which such liability cannot be excluded or limited under mandatory applicable laws; and (ii) resulting from its willful misconduct or fraud. The Customer is exclusively liable for using the products.

11 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.

12 FORCE MAJEURE

The Customer bears the risk of force majeure. Should EMPWR's performance of the Agreement be hindered or be burdened due to 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, during such events of force majeure, the obligations of EMPWR are suspended for the period of the force majeure. If the force majeure lasts for more than three (3) months, either party may terminate the suspended part of the Agreement with immediate effect, without any liability to the other Party as a result of such termination, subject to the terms of Section 13. Force majeure on the part of the Customer is explicitly excluded

13 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.

All rights and obligations of the parties hereunder shall cease to have effect immediately upon expiration or termination of the Agreement, save that expiration or termination shall not affect any rights or obligations of the parties accrued prior to or upon expiration or termination, nor the continued existence and validity of those Sections expressed and stated herein to survive expiration or termination and any other provision necessary for their interpretation or enforcement of the Agreement.

14 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. The Customer shall not assign any of its rights or transfer any of the obligations under the Agreement, or purport to do any of the same, nor sub-contract, nor appoint sub-customers or delegates of any or all of its obligations under the Agreement, except upon prior written approval by EMPWR. The Agreement benefits solely the parties to the Agreement and their respective permitted successors and permitted assigns, and nothing in the Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of the Agreement.

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.

15 GOVERNING LAW AND EXCLUSIVE VENUE

The Agreement and all matters arising out of or relating to the Agreement shall be interpreted in accordance with, and governed by, the laws of the State of New York, United States of America, without regard to the conflict of laws provisions thereof. 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 State or Federal courts with jurisdiction in New York City, State of New York, United States of America, and each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in such courts.