

## General Terms and Conditions for Sales to Resellers

### 1. Conclusion of a Contract

1.1. All of our deliveries and services shall be subject exclusively to the General Terms and Conditions set forth below (the **GTC**). The applicability of any general terms and conditions of the buyer/reseller (the **Buyer**) is expressly excluded, unless NOVELTEAK has expressly consented and notified in writing to its adoption.

1.2. A contract shall only be concluded upon written confirmation of the order by NOVELTEAK. Any amendments to the GTC or a contract concluded must be made in writing.

### 2. Offer, Offer Documentation, Copyright

2.1. NOVELTEAK's offers are subject to change without notice. Illustrations, drawings and indications of dimensions, weights and specifications within the offers, brochures, price lists and catalogues of NOVELTEAK are only intended as approximate figures and as examples of the originals, and shall in particular not constitute any warranty as to characteristics unless expressly designated as binding in writing.

2.2. Drawings/layouts and other confidential documentation (the **Information**) shall remain the property of NOVELTEAK and contain copyright of NOVELTEAK, even if this is not expressly stipulated. Such Information or offers / cost estimates and prices may not be disclosed to third parties without the written consent of NOVELTEAK. All Information must be returned to NOVELTEAK upon first demand. If an order is not placed, this Information must be returned promptly and unsolicited and may not be used. This clause will be ruled by the Law number Ley 7975 "Ley de Información no Divulgada"

### 3. Prices, Payment Terms

3.1. Unless agreed otherwise, the prices of NOVELTEAK are valid free carrier NOVELTEAK (FCA Incoterms 2020), in addition to value added tax at the statutory rate, packaging, transport, the flat-rate environmental levy and freight insurance. Payment shall be made in the currency stated in the invoice without deduction and such that it may be disposed of by us on the due date. The Buyer shall not be entitled to offset against a claim unless such a claim is undisputed or has been recognised by a non-appealable declaratory judgment having the force of law; rights of retention may only be vested in it in accordance with the same contractual relationship.

3.2. In the event of payment default, interest shall be charged at a rate of five per cent (5%) per month. In the event of payment default, NOVELTEAK shall be entitled to render the processing of all orders for the Buyer conditional upon advance payment or the provision of a guarantee, to retain supplied goods or to take back goods, and where appropriate to enter the premises of the Buyer in order to collect the goods. The taking back of goods shall not be construed as withdrawal from the contract.

3.3. The foregoing shall be without prejudice to statutory provisions applicable to payment default.

### 4. Reservation of Title

4.1. The goods delivered shall remain the property of NOVELTEAK until compliance in full with all claims under the business relationship with the Buyer. No pledges or assignments as security by the Buyer are permitted and the Buyer shall inform NOVELTEAK promptly in writing in the event of any third party intervention with respect to the goods. The Buyer shall be obliged to treat NOVELTEAK's reserved goods with care, to insure them sufficiently against damage or destruction, to mark them as the property of NOVELTEAK and to store them separately so as to enable them to be separated at any time. The Buyer hereby assigns to NOVELTEAK any claims vested in it against insurers following an occurrence of loss or damage, insofar as they relate to the property of NOVELTEAK. The Buyer shall be entitled to sell the goods in the ordinary course of business in the event that payment has been made in full to NOVELTEAK or if it has expressly informed the buyer of the goods in writing of the fact that NOVELTEAK has retained title over the goods in question. The Buyer hereby assigns to NOVELTEAK in full as collateral the claims relating to the goods that arise out of the resale or on any other legal basis (insurance, tort, accession to a land). If insolvency proceedings are brought against the Buyer, it shall not be entitled to sell on or to surrender possession of the goods that are still owned by NOVELTEAK until it has settled in full all amounts owed by it to NOVELTEAK. In the event of a breach of contract, including in particular payment default notwithstanding a reminder, if so requested by NOVELTEAK the Buyer shall return the goods delivery duty paid (DDP Incoterms 2020) to the facility of NOVELTEAK (including unloading at the risk and cost of the Buyer).

4.2. In the event that the law of the country in which the goods are located does not permit the retention of title provided for or only permits it in limited form, NOVELTEAK may secure other rights over the goods. The Buyer shall be obliged to cooperate in all necessary action (e.g. registration) in order to give effect to the retention of title or the rights established in place thereof and in order to protect these rights.

### 5. Delivery Periods, Delivery Dates, Transfer of Risk

5.1. Unless agreed otherwise in writing, delivery periods and delivery dates shall be non-binding for NOVELTEAK. Information is provided to the best of our knowledge, although without any warranty, and is conditional upon timely delivery by suppliers to NOVELTEAK and timely performance by the Buyer. The delivery period shall be extended by the duration of the period during which the Buyer fails to comply with its contractual duties. NOVELTEAK shall be entitled to make partial deliveries and to effect partial supplies.

5.2. The delivery dates confirmed shall be deemed to have been met upon timely delivery - i.e. upon delivery to the forwarding agent, carrier, or other third party commissioned with the dispatch - or shipment and the signed receipt. They shall also be deemed to have been met at the time notice of readiness for shipment is intimated, in the event that the goods cannot be shipped in good time due to circumstances that are beyond NOVELTEAK's control. NOVELTEAK does not accept any obligation in respect of timely transportation. Risk shall pass to the Buyer upon the transfer of the goods to the shipping agent or freight forwarder or upon intimation of the aforementioned notice that the goods are ready for shipment. A commitment by NOVELTEAK in any individual case to arrange transport or to cover the costs of transportation shall not have any impact on the transfer of risk.

5.3. In the event of force majeure or any other unforeseeable, extraordinary circumstances not arising through fault - including without limitation problems relating to the procurement of materials and equipment (including spare parts), failure to supply, incorrect supply or late supply to NOVELTEAK by NOVELTEAK's

suppliers (supplies to NOVELTEAK) notwithstanding the conclusion of back-up disruptions to operations of any type, failure of telecommunications and IT systems, fire, strikes, lockouts, a lack of means of transport, transport disruptions, governmental acts, breakdown of machinery, export and import prohibitions, energy supply difficulties, mobilisation, war, blockades, epidemics, etc. including where such events occur for NOVELTEAK's own suppliers - NOVELTEAK shall be unable to comply with NOVELTEAK's duties and shall be released from NOVELTEAK's obligations under the contract for the duration of the impediment. The Buyer shall have no entitlement to bring damages claims. In the event that the impediment continues for more than two months, each party shall be entitled to withdraw from the contract in full or in part to the extent that it has not been performed and without any liability for neither of the parties.

5.4. NOVELTEAK is entitled to refer to the above-mentioned circumstances only if NOVELTEAK notifies the Buyer immediately of the start and conclusion of such impediments.

### 6. Cancellation of Orders / Return Shipment

6.1. Aside from the exercise of rights relating to defects, orders may be cancelled and goods may be returned only with the written approval of NOVELTEAK.

6.2. NOVELTEAK reserves the right to charge appropriate cancellation fees in the amount of the costs incurred by NOVELTEAK as consequence of the return. Return shipment to NOVELTEAK must occur promptly after approval, citing the Return Merchandise Authorization number provided by NOVELTEAK ("RMA no").

### 7. Shipment, Packaging and Interim Storage

7.1. If loading or transportation of goods is delayed due to reasons for which the Buyer is responsible, NOVELTEAK is entitled, at the Buyer's cost and risk, to store the goods at NOVELTEAK's reasonable discretion, to take all measures considered appropriate to preserve the goods, and to invoice the goods as if delivered.

7.2. The same shall apply if goods notified as ready for shipment are not called off within 4 (four) days from the day of shipment given by NOVELTEAK. The foregoing shall be without prejudice to statutory provisions applicable to late acceptance. NOVELTEAK shall deliver the goods packaged and protected to the extent customary in commercial practice; the cost shall be borne by the Buyer, and no packaging or other materials used for protection and transportation will be taken back.

### 8. Warranties, Inspection Duties, Remedies

8.1. NOVELTEAK warrants that the goods are free from any material defects. Material defect means any defect that harms the use of the goods as per their defined grading, as it is stated in the contract.

8.2. The Buyer shall inspect the goods immediately after receipt for breaches of the above warranty, deviations from the agreed quantity, or delivery of merchandise other than that confirmed by NOVELTEAK (including different measures), which it shall report on the delivery note. Any shipment that is not received either in full or in part shall be reported to NOVELTEAK by the Buyer promptly after discovery. Hidden defects, i.e. defects that were not evident despite the inspection according to this section 8, shall be reported promptly in writing, and under all circumstances within 5 (five) working days of their discovery.

8.3. In the event of a breach of warranty duly notified by the Buyer, NOVELTEAK shall supply a replacement good but shall not bear any costs related to the supply of such replacement good (including freight costs etc.).

8.4. Liability for defects shall be excluded for defects caused by modification of the goods without NOVELTEAK's prior written consent, unsuitable or improper use or handling, incorrect assembly and/or commissioning by the Buyer or third parties instructed by the Buyer, natural wear and tear, or incorrect or negligent handling of the Buyer or third parties instructed by the Buyer.

8.5. The time barring period for claims arising from breaches of warranties shall be twelve (12) months after the transfer of risk. No new warranty periods shall arise for rights and claims relating to defects as a result of the replacement of goods.

8.6. In the event that the Buyer has forwarded the goods on account of supposed warranty rights for the purpose of rectifying the breach of the warranty and it transpires following an examination that there was not in fact a breach of a warranty, the Buyer shall reimburse NOVELTEAK for the costs of the examination of the goods, including any shipping and packaging costs arising.

8.7. Product-related manufacturer guarantees, if any, constitute additional promises of performance and are subject to the relevant terms and conditions of a guarantee.

### 9. General Limitation of Liability

9.1. NOVELTEAK only accepts liability for gross negligence and wilful intent or for culpable breaches of essential contractual obligation, without which proper performance of the contract is absolutely impossible, and on whose performance the Buyer may regularly rely (Cardinal Obligation). In the event of a breach of a Cardinal Obligation as a result of minor negligence, the liability of NOVELTEAK shall be limited to losses typical for the contract that were foreseeable upon conclusion of the contract; NOVELTEAK shall bear no liability in the event of a breach of an accessory contractual duty that is not a Cardinal Obligation as a result of minor negligence of the Buyer or a third party instructed by the Buyer. In case of initial impossibility of performance, NOVELTEAK is only liable if it was aware of the impediment to performance, NOVELTEAK was negligently unaware of it or if the impossibility *ab initio* constitutes a breach of a Cardinal Obligation. Lost profit, disruptions to operations and downtime and other indirect losses shall under no circumstances be compensated by NOVELTEAK.

9.2. The foregoing shall be without prejudice to claims under the applicable product liability laws or claims relating to loss of life, personal injury or damage to health.

9.3. Insofar as the liability of NOVELTEAK is limited or excluded in accordance with the foregoing provisions, this shall also apply to the liability of employees, representatives and other auxiliary agents.

9.4. Damage claims of the Buyer for which liability is limited in accordance with this provision are time-barred after 12 (twelve) months after the date of delivery of the goods.

### 10. Indemnification by the Buyer

The Buyer shall defend, indemnify and hold NOVELTEAK and its affiliates and its and its affiliates' employees, directors, agents, officers and agents harmless from any and all claims from third

parties arising out of or in connection with: (i) incorrect labelling of the goods by the Buyer, (ii) modification of the goods without NOVELTEAK's prior written consent, unsuitable or improper use or handling of the goods, incorrect assembly and/or commissioning of the goods, (iii) lack of or incorrect information of the customer of the Buyer of how to use the goods; (iv) natural wear and tear.

### 11. Intellectual property rights

All intellectual property rights pertaining to the goods or the goods documentation are held by and shall remain with NOVELTEAK. Any usage, copying or modification shall require NOVELTEAK's prior written approval.

### 12. Data protection

12.1. NOVELTEAK shall be entitled to process the Buyer data granted by the Buyer that concerns the business relationship or is related to it, whether obtained from the Buyer or from its third party, in accordance with the applicable laws. The Buyer accepts that NOVELTEAK may transfer data to third parties and use data within the NOVELTEAK Group for the purpose of performance of the contract, the examination of payment history, collection, order data processing of any kind and for the needs-based structuring and development of its services and product range.

12.2. The Buyer consents in this regard also to the transfer of data abroad, where deemed necessary by NOVELTEAK, in this sense NOVELTEAK compromises itself to use any information and data of the Buyer in accordance with the applicable data protection legislation when the data is being processed. The Buyer shall be responsible for adopting appropriate data protection rules within the contractual relationships established with the third parties concerned or its customers and for informing the third parties concerned of the processing, storage and disclosure of data and, as the case may be, the processing of order data by NOVELTEAK.

### 13. Proof of Exportation

13.1. If the Buyer is residing outside the country of residence of NOVELTEAK (extra-territorial customer) or its agent collects and transports or ships goods abroad, the Buyer shall provide NOVELTEAK with the proof of exportation necessary for tax purposes. If such proof is not provided, the Buyer shall be responsible for payment of value added tax on the invoice amount due for deliveries within the country of residence of NOVELTEAK.

### 14. Anti-Corruption

14.1. The Buyer undertakes towards NOVELTEAK to comply with the applicable legislation under the relevant legal system on the combating of corruption and bribery within business.

14.2. In the event of resale, the Buyer shall ensure the application of its own guidelines and processes that guarantee compliance with the aforementioned rules on the combating of corruption and shall further ensure that third party undertakings that effect supplies or provide services in relation to the implementation of this contract are subject to a written requirement to comply with the principles specified. The Buyer shall be responsible for compliance with these principles by third party undertakings and shall bear liability in the event of non-compliance.

14.3. NOVELTEAK shall be entitled to withdraw from the contract without notice in the event of any breach of the principles set forth above. The foregoing shall be without prejudice to damages claims available according to law.

### 15. Applicable law, place of performance and jurisdiction

15.1. The laws of Costa Rica shall apply with the exclusion of the UN Convention of contracts for the International Sale of Goods (CISG) and the conflict of law principles.

15.2. The place of performance for all claims arising out of contracts concluded with NOVELTEAK shall be the registered office of NOVELTEAK. Exclusive jurisdiction over all disputes arising directly or indirectly out of or in relation to the business relationship shall be at the place of residence of NOVELTEAK. NOVELTEAK shall however be entitled to initiate action before any other competent court.

### 16. Severability

In the event that any individual term of the contract concluded with the Buyer, including any term of the GTC, is or becomes invalid in full or in part, this shall not affect the validity of the remaining provisions. The wholly or partly invalid term shall be replaced by a term which comes as close as possible to the economic outcome of the invalid term.

### 17. Notices

All notices, requests, demands, consents and other communications hereunder shall be in writing and shall be deemed given: at the following addresses and facsimile numbers:

Novelteak, April 1, 2020