



Freen Terms of Sale

1. DEFINITIONS

1.1 For the purpose of the Contract, the following terms shall have the meaning assigned to them below.

“Affiliate(s)” means any corporation, company or other business entity that directly or indirectly controls or is controlled by or under the common control with a Party. For this purpose, ‘control’ is the ability to direct the affairs of another person, whether by virtue of the ownership of shares, contract or otherwise;

“Completion Date” means the date specified in the Order Acceptance by which all of the Products are to be delivered;

“Conditions” means these terms and conditions; “Confidential Information” shall mean all financial, commercial, technical or other information, product information, know-how, trade secret (whether written, oral or in electronic form or other media) concerning the business or transactions of either Party, its Affiliates or partners directly or indirectly. Such confidential information may be marked or stated to be confidential, or is reasonably intended to be confidential by its nature;

“Contract” means the agreement between Freen and the Customer for the non-exclusive sale and delivery of Products and/or delivery of Services, existing of: an accepted Order and these Conditions;

“Customer” means the company, person or firm who places the Order with Freen;

“Data Processing Agreement” means an agreement, in which Parties agree on the conditions upon which processing of the data provided by Customer and/or to access their network, or the network of the End User takes place, if necessary to provide Services during the term of the Contract or any other period as agreed by Parties. Under the authorization, as provided within the Data Processing Agreement, Freen can process the data and/or access the network of the Customer or End User.

“Documentation” means the operating manuals and all other related information made available by Freen;

“End User” means the Customer’s end user customer (or a Customer itself, if it is an end user);

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“End of Marketing” or “EOM” shall mean the last date after which Freen will stop accepting PO of the Product or spare parts;

“Equipment” means the equipment listed in the PO to be supplied under the Order and shall include any media upon which any Software is supplied;

“Force Majeure Event” means an event which could not reasonably have been foreseen and avoided and is beyond a Party’s control, including without limitation, acts of God, sabotage, riots, fires, floods, epidemic, earthquakes, piracy, wars, typhoons, explosions, labor unrest, or labor shortage, strikes, freight embargoes, terrorism, nuclear incidents and acts of government, but excluding lack of authorizations, licenses, or approvals necessary for the performance of this Contract;

“IPR(s)” means all intellectual property rights including, without limitation, patents, copyright, registered designs, design rights, trade marks, mask works, topography rights, know-how and all other similarly protected rights.

“Freen” means Freen Systems OÜ (Estonia) whose registered address is

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“Limited Product Warranty” means the Freen Limited Product Warranty set out in Annex 1 of these terms and conditions;

“Purchase Order, Order or PO” means a formal written request for Equipment and/or Software, which expressly incorporates these Conditions and is placed by the Customer on Freen;

“Offer” means a statement of work, quotation, estimate of costs or other similar document describing Products that could be provided by Freen;

“Order Acceptance” means the process of acceptance of Orders by Freen. All Orders placed by the Customer shall be subject to Order Acceptance. Freen will promptly notify the Customer of its acceptance or rejection of an Order;

“Personal Data” means any information relating to an identified or identifiable natural person (a data subject); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as name, identification number, location data, online identifier or one or more factors specific to

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the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

“Product(s)” means the Equipment, Software and any Documentation to be supplied under the Order;

“Services” means the services to be provided to the Customer under the Order;

“Site” means the place at which Equipment and/or Software is to be delivered and/or installed and commissioned;

“Software” means the programs in object code form to be licensed under the PO and either identified by title and reference number or supplied as embedded software;

“Tax” or “Taxes” means any and all taxes, including but not limited to income tax, withholding tax (“WHT”), value-added tax (“VAT”), use tax or sales tax, service tax, business tax, or any other analogous taxes, stamp duty, tariffs, fiscal charges, social contribution, and other dues or any similar tax-related charges or levies of whatsoever nature imposed, present or future laws/regulations in the Territory levied or assessed by any governmental authorities in the Territory

“Technical Specification” means the standard Freen documentation describing a Product’s functionality and specifications;

“Territory” means EEA and Switzerland;

“Total PO Price” means the total amount of the PO, specified in the Order;

“Warranty Start Date” shall mean the 31st day after shipment from Freen to Customer or the date the TAC has acknowledged the related service request from Customer, whichever is earlier.

Effect

1.2 These Conditions, shall govern any offer, sale and delivery of Products to the Customer except where otherwise agreed in writing. The applicability of any terms and conditions used or referred to by the Customer whether orally or in writing is explicitly rejected. The terms of the Contract shall prevail over those implied by law or trade, custom and practice. In case of conflict of terms, they take precedence in the following order: shall have the following order of precedence; (I) Order, (ii) Conditions, and (iii) any other documents expressly agreed to form part of the Contract.

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1.3 An Offer shall in itself not be binding on Freen, but must be seen as an invitation to the potential Customer to submit its Order as binding offer to Freen. Freen may (at its absolute discretion) accept or reject such Order. A Contract is only concluded if and when Freen accepts the Order in writing or commences with its execution.

1.4 Any prices and/or costs quoted in an Offer are valid for a period of one (1) month. At the end of this period, Freen reserves the right to update the prices and/or costs at its sole discretion.

Delivery & DOA

1.5 Any delivery date set out in the PO or otherwise agreed with the Customer are estimates only and time for delivery shall not be of the essence. Freen shall not be liable for any delay in delivery, nor shall the Customer be entitled to refuse to accept the Products because of late delivery. Freen shall be entitled to partial delivery and to invoice such partial deliveries separately.

1.6 For EU Customers, delivery shall be made DAP (Incoterms 2020) to Customer location. The purchase price includes transport costs. Value Added Tax (VAT) shall be charged at the applicable rate of the Buyer's country in accordance with EU VAT rules and declared by the Seller under the EU One Stop Shop (OSS) scheme (applicable for persons).

For intra-EU supplies to VAT-registered Customers, VAT shall be reverse-charged in accordance with Article 138 of the EU VAT Directive. Freen shall invoice the Products with 0% VAT, and the Customer shall account for VAT in its country of establishment.

For UK Customers, delivery shall be made DAP United Kingdom (Incoterms 2020) to the Customer's location. The purchase price includes transport costs. For private persons, import Value Added Tax (VAT), customs duties and customs clearance charges shall be payable by the Customer in accordance with United Kingdom regulations prior to or upon delivery.

For supplies to UK business Customers, import Value Added Tax (VAT), customs duties and customs clearance charges shall be borne by the Customer and accounted for in accordance with United Kingdom tax regulations. Freen shall invoice the Products without VAT.

1.7 After the Equipment is delivered at the destination specified on the applicable Order, the Customer shall at its own cost, immediately carry out a delivery inspection

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to verify their conformance with the Purchase Order. If the Customer does not notify Freen within three (3) days following the delivery date, the Equipment will be deemed to have passed delivery inspection.

1.8 In the event that the Customer fails to accept delivery, Freen may at its discretion deliver the Products to a suitable warehouse. Such delivery, evidenced by a warehouse receipt, shall be deemed to constitute delivery to the Customer. Any additional costs incurred due to the delivery to and storage in the warehouse shall be borne by the Customer and the Completion Date shall be extended by a reasonable period.

1.9 Software license delivery. Freen software License shall be obtained from Freen official authority, will be sent to Customer indicated email address

1.10 A Dead on Arrival Product (“DOA”) is considered to be a Product that has no apparent damage when unpacked, but fails to operate within twenty-four (24) hours after initial installation, within the Warranty period. “Fails to operate” means the device does not function in accordance with the applicable Documentation (surface scratches or other defects that do not affect product functionality is not included). If the Customer reports a valid DOA latest within thirty (30) days after Warranty Start Date, Freen will ship a new piece of such Product to the Customer as soon as reasonably possible. In case the installation will be done by Freen, a DOA should be claimed 3 days from DOA identification and before equipment installation report or PAC is signed.

DOA does not apply to:

- i. Products supplied for testing or demonstration purposes, and prototypes;
- ii. Products with physical damages;
- iii Products of which the packing is not intact (i.e. damaged e.g. torned, broken, squeezed, etc).

2. PAYMENT

2.1 All payments under this Contract shall be made in EUR, without any deduction, counterclaim, abatement or set-off, and free and clear of any currency control, any tax withholding or deduction or other restrictions, and, except where Customer is legally required to make a tax withholding or deduction, in which case Customer shall provide Freen, within sixty (60) days after the payment is made, evidence to Freen’s satisfaction that Customer has accounted to the relevant authorities for the sum so withheld or

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deducted and shall provide all such assistance as may be requested by Freen in recovering the amount of the withholding or deduction, subject to what has been stipulated in Clause 6:

2.2 Freen shall invoice One Hundred percent (100%) of the Purchase Order Price after actual delivery, based on the signed 'proof of delivery' ('POD'), provided that in the case of a partial delivery of a Purchase Order, Huawei has the right to partially invoice the Purchase Order, calculating the amount of the delivered Products only;

2.3 Freen shall invoice one hundred percent (100%) of the Purchase Order Price for Services on the Service commencement date and for maintenance upon receipt of the Order

In the case where pre-payment is stated on the Purchase Order, Freen will issue an invoice to the Customer upon receipt of the Purchase Order and this invoice must be paid pre-delivery (before POD).

2.4 All invoices shall be paid to the bank account as specified below within fifteen (15) days from the issuance date of the invoice. The Customer shall immediately notify Freen of the remittance of the full payment.

Recipient: Freen Systems OÜ

Recipient address: Arenduse tn 6, Ida-Viru maakond, Järve linnaosa, 30328, Kohtla-Jarve linn, Estonia

IBAN: LT02 3250 0164 6473 3473

BIC: REVOLT21

Bank: Revolut Bank UAB

Bank address: Konstitucijos ave. 21B, 08130, Vilnius, Lithuania

These account details can receive transfers from any European bank account

If your bank supports instant payments, the transfer will arrive in seconds. Otherwise, it may take up to 2 business days

This account supports EUR Direct Debits

If you can't transfer to this IBAN, please contact the recipient for an alternative payment method

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Global · IBAN account details (For transfers outside the European Economic Area)

Recipient: Freen Systems OÜ

Recipient address: Arenduse tn 6, Ida-Viru maakond, Järve linnaosa, 30328, Kohtla-Jarve linn, Estonia

IBAN: LT02 3250 0164 6473 3473

BIC: REVOLT21

Intermediary: BIC CHASDEFX

Bank: Revolut Bank UAB

Bank address: Konstitucijos ave. 21B, 08130, Vilnius, Lithuania

These account details can receive international transfers via SWIFT. This IBAN can also be used for SEPA transfers, but funds could arrive to another account of the company

Transfers may take 3-5 business days to arrive

Your bank may charge you for international payments

Your bank may ask for the Intermediary BIC for SWIFT transfers

2.5 Freen reserves the right to sell or transfer its accounts receivables to any third party by giving notice to the Customer.

2.6 If the Customer delays in making full payment as provided above, Freen shall be entitled to postpone or suspend any PO acceptance and any and all delivery of Products and / or Services, without any liability for delay in delivery thereof.

2.7 Freen reserves the right to charge the Customer interest on any outstanding balance which is overdue. This interest is calculated on a daily basis for each calendar day that the payment is overdue, at the rate of 3% per month or if applicable, the maximum amount allowed under applicable local law if such maximum amount is higher), until the date the payment is received and Freen may apply monies first received against interest accrued and due and secondly in reduction of the outstanding payment.

3. CUSTOMER'S OBLIGATIONS

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3.1 The Customer shall supply Freen with such information as it reasonably requires to process the PO. Such information must be in writing, complete and correct and provided in timescales which support the any agreed project plan.

3.2 The Customer undertakes that following delivery, the Equipment and Software will be stored, maintained and used properly having regard to the Technical Specifications and Freen's instructions.

3.3 The Customer is responsible for obtaining and maintaining all necessary consents, approvals, and other such items required to enable the Customer to connect or use the Equipment or Software or give Freen permission to connect the Equipment or Software to the relevant network.

3.4 The Customer accepts that it is responsible for ensuring that the Products it has ordered from Freen meet its, and if applicable its customer's, requirements and are suitable for its own and their needs.

3.5 The Customer represents and warrants to Freen that it will comply with all applicable laws and regulations and conduct all business in a manner consistent with law and ethics.

3.6 The Customer shall indemnify Freen and shall maintain appropriate insurance to cover against death or injury of Freen's, or its contractor's personnel, to the extent caused by negligence of the Customer or its personnel or contractors.

3.7 In case Products and/or parts are returned to Freen, Customer shall erase, remove any and all Customer data and/or End User data from the Products and/or parts.

3.8 When a security vulnerability relating to the Products supplied by Freen is identified, the Customer shall use its best endeavors to mitigate the security risks so identified, notify Freen as soon as possible, by emailing to support@freen.com and cooperate in good faith with Freen to investigate and deal with such security vulnerability. Customer shall not disclose, divulge to any third party or otherwise make public the security vulnerability before the security advisory is officially released by Freen. For any security incidents, the Customer shall cooperate in good faith and take necessary measures to remedy the event in accordance with its responsibilities under this Contract.

3.9 Freen shall have no liability in respect of delays in or failure by the Customer to perform any of its obligations under the PO and the Customer shall indemnify Freen for



any additional costs or expenses incurred by Freen as a result of such delays or failures.

4. RISK AND TITLE

4.1 Risk of damage to or loss of the Products shall pass to the Customer on delivery. Title to the Equipment shall pass to the Customer upon receipt by Freen of payment in full.

4.2 Until the title of the Equipment passes to the Customer they remain Freen's property and Freen reserves the right to enter the Customer's premises (or those where the Products are located) and repossess the Products, or to sell them, and the Customer agrees not to pledge or allow any encumbrance, lien or charge or other interest to arise or be created over the Products.

4.3 Title to the Software, together with IPR's in the Software, Equipment and Documentation, shall at all times remain vested in Freen or its licensors. The license to use the Software may be revoked at any time by Freen in the event of non-payment or breach of contract by the Customer.

5. TAXES

5.1 All Taxes levied on Freen or the Customer shall be borne by either party respectively in accordance with the applicable tax laws and/or regulations in the Territory, as well as the applicable double tax treaties or arrangements.

If there is any change in the rates of existing Taxes, new Taxes are levied, existing Taxes are abolished, or any change in the interpretation or implementation of any Tax is adopted (collectively referred to as "Tax Changes") subsequent to the entering into this Contract, during the valid period of this Contract, or retrospectively applicable to this Contract, Freen reserves the right to make an equitable adjustment of the Contract or PO Price, taking into full consideration such Tax Changes, in order to protect Freen from any detrimental impact caused by such Tax Changes.

The Parties shall cooperate to ensure that the Contract is implemented in a tax-efficient manner, and the Customer shall provide all reasonable assistance required for the application of any preferential tax treatment with the relevant tax authorities, where applicable.

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If any additional tax costs or liabilities arise due to the Customer's non-compliance (including failure to properly withhold, declare, or remit applicable Taxes due to Customer's negligence), the Customer shall be solely responsible for settling such Taxes, including any interest, penalties, or related charges imposed by the relevant authorities.

a) Transactional Taxes

The Contract or Purchase Order Price may include or exclude Value Added Tax (VAT) or other analogous turnover taxes (including but not limited to sales tax, goods and services tax (GST), etc.), depending on the applicable transaction and tax legislation.

VAT or other analogous turnover taxes shall be charged, included, or payable in accordance with the applicable tax laws and regulations of the Territory.

Where VAT is required to be charged by Freen, such VAT shall be invoiced and paid in addition to the Contract or PO Price in accordance with the applicable payment terms.

Where VAT or other turnover taxes are payable at import or at destination, such taxes shall be paid directly by the Customer to the relevant governmental authorities or carriers, in accordance with applicable law.

b) Withholding Taxes

All payments to be made by the Customer to Freen under this Contract shall be made without any set-off, counterclaim, withholding, or deduction, whether tax-related or otherwise, unless such withholding or deduction is expressly required under applicable laws, regulations, or double taxation treaties.

Where withholding tax is required, the Customer shall withhold only the amount legally required after applying any available preferential tax treatment and shall pay the remaining amount to Freen. The Customer shall use commercially reasonable efforts to apply for any applicable preferential tax treatment, and Freen shall provide reasonable assistance in such process.

Where Taxes are withheld, the Customer shall provide Freen with the official tax clearance certificate or equivalent documentation issued by the competent tax authority within sixty (60) days after completion of the withholding. Failure to provide such documentation due to Customer's negligence shall entitle Freen to indemnification for any resulting losses.

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c) Interest and Penalties on Taxation

Freen shall be indemnified by the Customer for any losses, including unpaid Taxes, interest, penalties, or other charges, arising from the Customer's failure to comply with applicable tax obligations.

5.2 Where the place of delivery differs from the Customer's country of establishment under the agreed Incoterms (DAP or DDP), the Customer shall comply with the applicable VAT legislation of the jurisdiction of delivery, including any VAT registration or reporting obligations, where required by law.

The Customer shall provide a valid VAT number of the delivery country in the Purchase Order where applicable, to ensure correct VAT treatment.

6. WARRANTY

The Products are provided by Freen with the Product warranty, according to the warranty policy in Annex 1 of these Conditions.

7. INTELLECTUAL PROPERTY RIGHTS AND SOFTWARE

7.1 IPR's in the Products and in all information in respect of the Products made available to the Customer under the Contract shall at all times remain vested in Freen or its licensors and such Products and information shall not be copied, reproduced or used for any purpose except as explicitly allowed under the Contract. Any IPR originating as a result of the performance of Services shall vest exclusively in Freen. It is expressly agreed between the Parties that no title or ownership with regard to Intellectual Property Rights embodied in or associated with the Products shall be transferred to Customer as a result of this Contract.

7.2 The Customer will follow all reasonable instructions as Freen gives from time to time with regard to the use of the IPR's or other indications of the property and rights of Freen or its licensors.

7.3 All Software shall be governed by the terms and conditions of the Software license included in or provided with the relevant Equipment ("Software License"). Freen hereby grants to the Customer a non-exclusive, non-sub-licensable, non-transferable license to use the Software (only in object code form) and Documentation (only as required to exercise the Software License) (and any results of the Services) in the Territory and solely in accordance with the terms of the Software License and the Contract and only

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for the purpose of this Contract. The license extends to any correction supplied by Freen for the Software. Only in case of Equipment that is explicitly intended for resell, the Customer shall have the right to pass on to his End User(s) any Freen end-user license accompanying the related Software together with the Equipment. Except as expressly licensed in accordance with this Article, Customer acquires no additional right, title or interest in the Software or Documentation or any Intellectual Property rights embodied therein.

7.4 The Customer shall permit Freen or its licensors to enter any of the Customer's premises at all reasonable times to check the use of the Software and shall maintain adequate security measures to safeguard the Software.

7.5 Except to the extent that such operations cannot be prevented or restricted by applicable law, the Customer is not permitted to itself or through any other third party, modify, vary, enhance, copy, reproduce, adapt, reverse-engineer, disassemble, decompile, translate, sub-lease, license, or otherwise deal with Software or any part of it.

7.6 The provisions of this Clause shall survive termination of the Contract.

8. CONFIDENTIALITY

8.1 Either Party (the "Receiving Party") shall keep confidential the Confidential Information disclosed by or on behalf of the other Party (the "Disclosing Party") during the term of this Contract and for a five year period following the termination of this Agreement. The Receiving Party shall handle Confidential Information with the same degree of care it applies to its own confidential information, and shall use the Confidential Information of the Disclosing Party only to the extent necessary to fulfil its obligations or exercise its rights under this Agreement.

8.2 The Receiving Party shall restrict disclosure of, and access to, Confidential Information to its or its Affiliates' employees, agents, advisors, or subcontractors who have a need to know in order for the Receiving Party to perform its obligations or exercise its rights under this Agreement, and who have assumed obligations of confidentiality no less restrictive than those contained herein. The Receiving Party shall be responsible for any breach of this Clause by its or its Affiliates' employees, agents, advisors or subcontractors to whom it has disclosed Confidential Information.



8.3 Neither party shall be required to keep confidential Documentation or information which it can prove (i) is in or comes into the public domain otherwise than through a breach of this Contract, or (ii) has been lawfully received from a third party without restriction as to its use or disclosure, or (iii) was already in the receiving party's possession free of any restriction prior to receipt, or (iv) was independently developed by the receiving party.

8.4 The Receiving Party will be entitled to disclose Confidential Information if such disclosure is required by a court, administrative body of competent jurisdiction, provided that the Receiving Party will:

- a) give prompt written notice of any such requirement for disclosure to the Disclosing Party so that the Disclosing Party may seek a protective order or other appropriate remedy;
- b) take such steps as are reasonably necessary and available to maintain the confidentiality of the Confidential Information by such court, administrative or regulatory body; and
- c) in any event, make such disclosure only to the extent so required.

8.5 The provisions of this Clause 9 shall survive expiry or termination of the PO for a period of five years.

8.6 Upon the request of the Disclosing Party or, in any event, upon termination of this Contract, the Receiving Party shall return and confirm in writing the return of all originals, copies and summaries of Confidential Information or, at the option of the Disclosing Party, destroy and confirm in writing the destruction of the Confidential Information.

9. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

9.1 Freen will indemnify the Customer from any direct losses and damages resulting directly from any actual action or claim ("Infringement Claim") against the Customer by a third party alleging that the proper use of the Products in accordance with this Contract infringes such third party's IPR's in the Territory where the Product is allowed to be used under this Contract provided that the Customer gives Freen:

- a) prompt written notice of such Infringement Claim;

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- b) all reasonable assistance, information and authority to defend or settle such Infringement Claim; and,
- c) full and sole control over the defense and/ or any settlement negotiations. Freen shall not be liable for any settlements entered into or expenses/costs incurred by the Customer without the prior written approval of Freen and/or its licensors.

9.2 If an injunction or judgment is obtained from a court of competent jurisdiction against the Customer's use of the Products, Freen shall, at its own expense and sole option, either:

- a) procure for the Customer the right to continue using the Products;
- b) replace the affected Products, or any part thereof, with products of equivalent functionality and performance; or
- c) modify the affected Products so that they are no longer infringing provided that the modified Products are of equivalent or substantially similar functionality to the original infringing Products.

9.3 The foregoing indemnities in Clauses 10.1 and 10.2 shall not apply to the extent that the Infringement Claim results from:

- a) Freen's compliance with Customer's designs, instructions or specifications;
- b) modifications or improvements in or to the Product by the Customer or any third party without prior written consent of Freen;
- c) any product or materials which are not of Freen's origin and/or which are furnished by the Customer to Freen under this Contract;
- d) use of the Products in combination with any other hardware, software or application not supplied or manufactured or otherwise approved by Freen;
- e) use of Products in a manner or for a purpose not embodied or authorized in this Contract;
- f) The Customer's failure to replace or update the Products as recommended by Freen to avoid a potential infringement.

9.4 With respect to any claim of infringement of any third party's IPR brought against Freen due to any reasons or conditions as listed in Clause 9.3, the Customer agrees to

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indemnify Freen and/or its licensors in the same manner and to the same extent that Freen indemnifies the Customer on and subject to the same terms as contained in Clauses 9.1 to 9.2. Clause 10.2 shall in no event limit the amounts which may be payable by the Customer under this Clause.

9.5 The infringement indemnity in this Paragraph states Freen's total and exclusive liability and obligation and is the Customer's sole remedy for any claim of infringement of third party IPR under this Contract.

10. LIMITATION AND EXCLUSION OF LIABILITY

10.1 Notwithstanding any other provision in this Contract , the total liability of Freen (including its subcontractors) under this Contract for any and all cumulated claims, whether based on contract, tort (including negligence), infringement of third party intellectual property rights, property damage or otherwise, resulting from or in connection with the manufacture, sale, delivery, repair, replacement or use of any Products, Service or Freen's performance of this Contract, including any liquidated damages shall not exceed 100% of the net value of the concerned Product and Service under the concerned PO in the preceding twelve (12) month period which gives rise to such claim.

10.2 Neither Party or its subcontractors shall be liable to the other Party, or its subcontractors, for any loss of profit or revenues, loss of goodwill or reputation, loss of information, loss of interest, or for any indirect, incidental, consequential losses, or punitive damages (not being liquidated damages), arising out of any performance of this PO, regardless of whether such losses or damages are based on tort, warranty, contract or any other legal theory, even if the Party is advised of the possibility of such losses or damages.

11. TERMINATION

11.1 Either Party (Non-Defaulting Party) may terminate this Contract (and in the event that the terminating party is Freen, the License granted therein) by giving written notice to the other Party (Defaulting Party) if the Defaulting Party:

a) commits material breach of this Contract and that the Defaulting Party explicitly refuses to remedy the breach, or the breach continues un-remedied within the time specified by the Non-defaulting party, which shall be no less than thirty (30) days, after receiving the written notice requiring it to remedy such breach, the Non-defaulting party



may (without affecting any other claim or remedy) immediately terminate the Contract (and the License granted herein) or any part of it.

- b) has ceased or threatened to cease to carry on its business;
- c) makes any arrangement for the benefit of its creditors;
- d) goes into liquidation save for the purpose of genuine amalgamation or reconstruction; or
- e) becomes subject to any type of insolvency procedure,

11.2 In the event of any non-payment or late payment by the Customer, Freen reserves the right to suspend the performance of its obligations under the Contract until the breach is remedied.

11.3 In case of termination by Freen under Clause 12.2:

- a) any and all outstanding amounts payable by the Customer under this Contract shall become immediately due and payable; and
- b) the Customer shall, in addition to any damages resulting from the termination of this Customer, be liable to Freen for all reasonable costs and expenses incurred by Freen for the purpose of fulfilling obligations under any cancelled Purchase Orders, including but not limited to the costs of the materials that have been purchased by Freen;
- c) Freen reserves the right to cancel any unfulfilled Purchase Order with immediate effect. Customer shall reimburse Freen for all reasonable costs and expenses incurred by Freen for such cancellation.

11.4 Termination for any reason, will not discharge the Customer from payment of any sums already due or becoming due at the date of termination. The termination of this Contract does not and will not exempt or relieve the Defaulting Party from its obligations and liabilities to the Non-Defaulting Party arising under this Contract prior to the effective date of termination.

11.5 Upon termination by Freen of the Contract, the Customer will immediately return any Freen property which it has no contractual right to retain and Freen may enter any premises to recover and remove such property.



11.6 The termination of a PO for any reasons whatsoever shall not relieve the Customer of its obligation to accept delivery under PO accepted by Freen prior to such termination.

12. PRODUCT CHANGE AND DISCONTINUATION

12.1 Freen shall have the right, in its sole discretion and without incurring any liability to the Customer, to alter the design of any ordered Product or Service, provided such alteration does not materially alter the function of the affected Product or Service, or to change, discontinue, or improve Products or Services or add new products or service offerings at any time. For the avoidance of doubt the Customer shall have no claim against Freen arising from the discontinuation of the production of Products or Services.

12.2 Freen does not warrant the continued availability of any of the Products and/ or Services. Freen reserves the right to discontinue the production, sale or support of the Products (including Software), Services or parts thereof in accordance with Freen's product lifecycle policies as set out on Freen's website at: <https://freen.com/>

12.3 The Parties shall continue to fulfil their obligations under any PO that Freen has accepted before the effective date of discontinuation of the marketing or sale of the Product or Service.

12.4 After EOM, the Customer could place PO for alternative or substitution Products release at its discretion, Freen will not be responsible for any cost incurred for the PO or price difference between the EOM Products release and the alternative or substitution.

13. FORCE MAJEURE

13.1 Neither party will be liable for delay in performing or failure to perform obligations (other than the obligation to make due payments) if and to the extent that the delay or failure results from wholly or in part, directly or indirectly, by a Force Majeure Event.

13.2 A Party seeking relief from its obligations under this Agreement based on a Force Majeure Event (the "Affected Party") shall, within fifteen (15) days after it becomes aware of such event, give written notice to the other Party (the "Unaffected Party") of the circumstances constituting the Force Majeure Event and shall keep the Unaffected Party informed of the progress in resolving the Force Majeure Event.

13.3 The Affected Party shall take all reasonable steps to minimize the adverse effects of the Force Majeure Event on the performance of its obligations under this Agreement and to resume the performance of such obligations as soon as the Force Majeure Event ceases.

13.4 The Affected Party shall be entitled to an extension of time at least equal to the duration of Force Majeure Event for the performance of the affected obligations.

13.5 In the event that such circumstances continue for ninety (90) days or longer and/or the Parties have not agreed upon a substitute schedule for performing the obligations, either party may terminate the Contract upon thirty (30) days' prior written notice. Upon such termination the Customer shall pay Freen for all outstanding payment due under the Contract for work performed to date.

14. ASSIGNMENT AND SUBCONTRACTING

Except as otherwise agreed, neither party may assign, novate, sub-contract or otherwise transfer any of its rights or obligations under this Contract in whole or in part, nor grant, declare, create or dispose of any right or interest in it without the other's prior written consent (such consent not to be unreasonably withheld or delayed).

Freen shall be entitled to assign, novate, sub-contract or otherwise dispose of or deal with any or all of its rights and/or obligations under this Contract to any Affiliate or to any third party purchasing substantially the whole of the business to which the Products relate provided that it shall give written notification to the Customer.

15. NOTICES

15.1 All notices and other communications to be given under or in connection with this Contract shall be made by a Party to the other Party in writing and delivered by hand delivery or registered mail to the address set out in the PO.

15.2 Any such notices and other communications shall be deemed to have been duly given:

- a) when delivered, if delivered by hand during normal business hours of the recipient;
- b) on the third (3rd) business day after being sent by pre-paid recorded or registered mail.



15.3 The receipt by a Party of any such notices given by the other Party shall be acknowledged in writing by the receiving Party within 5 (five) working days.

16. GOVERNING LAW AND DISPUTE RESOLUTION

The construction, validity and performance of the Contract shall be exclusively governed by the laws of the Estonia and the Parties hereby submit to the exclusive jurisdiction of the courts of the Estonia save insofar as Freen reserves the right to take action in any competent jurisdiction to defend its IPRs. If the relevant law has not been agreed between the Parties, then the local governing law of the applicable Freen contracting entity shall apply.

17. ANTI-CORRUPTION AND COMPLIANCE WITH LAW

17.1 Freen and the Customer both agree to comply fully with all applicable laws applying to the sale and distribution of the Products purchased under the Contract in the Territory.

17.2 The Customer acknowledges and agrees that it shall at all times comply with any applicable anti-corruption and/or anti-bribery law and shall indemnify Freen for any and all liabilities and expenses, including any fines imposed by the regulatory authority, resulting from Customer's breach.

17.3 The Customer, (which for purposes of this Clause shall include all of the Customer's employees, agents, representatives, Affiliates and any person who performs services on behalf of the Customer) agrees with Freen that it will not, in connection with this Contract, (or in respect of any other agreement or understanding between the Customer and Freen), bribe, or attempt to bribe (which shall include without limitation, any offer of any form of payment, gift or other form of inducement, reward or advantage, charitable donations, facilitation payments, and/or political contributions (whether of money or anything of value)) Freen, any of Freen's agents, representatives, Affiliates or persons employed by or acting on behalf of Freen, any customers or potential customers of Freen, any public or government officials or employees, public international organizations, political parties, or private individuals or other entities ("Relevant Party").

17.4 The Customer agrees that it will not take or knowingly permit any action to be taken that would cause Freen to be in violation of any applicable anti-bribery or anti-money laundering laws.

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17.5 If the Customer discovers that it has or may have violated any of the provisions in this Clause, the Customer shall immediately notify Freen in writing and cooperate with any investigations by Freen into such matters.

17.6 The Customer shall indemnify and hold harmless Freen and its directors, officers, employees, agents, Affiliates and subsidiaries against any and all liabilities, losses and expenses, including any fines imposed by any relevant government or regulatory authority and any legal fees, costs and expenses, which Freen and its directors, officers, employees, agents and Affiliates and subsidiaries may incur as a result of the Customer's breach of this Clause. Violation of this paragraph Clause shall be deemed a material breach of the Contract and Freen may, in its sole discretion terminate the Order immediately without granting the Customer any opportunity to cure, and/or seek other remedies available in law.

18. EXPORT CONTROL AND FINANCIAL COMPLIANCE

18.1 Customer agrees that it will comply with all national and international export control laws and regulations as well as the economic sanctions laws, regulations, and embargoes or restrictive measures administered, enacted or enforced by UN and relevant government authorities (for the purpose of the Clause collectively referred to as "Export Control Laws and Sanctions"). Customer shall ensure that the Products and/or Services will not directly or indirectly be resold, exported, re-exported or transferred to any person and/or entity prohibited or restricted by the Export Control Laws and Sanctions.

18.2 Customer shall ensure that all Products and/or Services shall be used for civilian end-use. Customer further certifies and ensures that the Products and/or Services shall not, directly or indirectly, be used, transferred and/or resold to, or made available, for any military end use prohibited or restricted by the Export Control Laws and Sanctions, including without limitation use of nuclear, biological or chemical weapons, missiles or weapons of mass destruction, use of supporting terrorism or any other military end use.

18.3 Customer represents that it has not taken and will not take any action in connection with this Contract, including the failure to take a necessary action, that would cause this Contract or the performance of this Contract by either party to violate any applicable economic sanctions, regulations, embargoes or restrictive measures enacted, administered, imposed or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC), the U.S. Department of State, the United

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Nations Security Council, the European Union and/or any other relevant governmental institution, agency or authority ("Sanctions") and/or any applicable anti-money laundering and counter terrorist financing laws (AML & CTF Laws).

18.4 Customer further represents that it has not involved and will not involve any person, bank or other entity, vessel or aircraft in dealings or transactions relating to this Contract that might violate Sanctions which prohibit the involvement of US/EU persons or US/EU financial system in transactions under the Contract or expose Freen to designation risk under any Sanctions.

19. MISCELLANEOUS

19.1 If any provision set out in these Conditions, shall be held by any court or award in arbitration to be invalid or unenforceable, the validity or enforceability of such provision shall not affect the other provisions of the Conditions, which shall continue in full force and effect.

19.2 No failure or delay by either Party in enforcing its rights will prejudice or restrict that Party's rights, and no waiver of any such rights or any breach of any contractual terms by the other Party will constitute a waiver of any right or later breach.

19.3 All clauses in the Conditions which are either expressed to survive or which are by implication intended to survive termination or expiry of the Contract will continue to survive notwithstanding termination or expiry of the Conditions.

19.4 The Contract comprises the entire agreement in respect of the Product(s) between the Parties and supersedes all previous communications, representations or agreements (evidenced in writing or verbal) between the Parties with regard to the respective rights and obligations hereunder. The Customer acknowledges and agrees that it has not relied on any representations or warranties or assurances that are not recorded in writing in the Contract and as such further acknowledges that no claim for misrepresentation will lie against Freen (unless such misrepresentation is made fraudulently).

19.5 No delay on the part of either Party in exercising any of its rights hereunder or failure to exercise neither the same, nor the acquiescence thereto shall operate as a release except in the specific instance for which given. No modifications or alterations of these Conditions will be binding on either Party unless made in writing and signed by the Parties.

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19.6 The headings in these Conditions are inserted for convenience only and shall not be referred to in the interpretation of the Order.

19.7 Parties agree and acknowledge that no Personal Data relating to Customer and/or End User(s) will be processed by Freen in the performance of its obligations under this Contract. In the event that Personal Data relating to Customer and/or End User(s) needs to be processed by Freen in the performance of its obligations under this Contract in the future, Parties shall enter into a Data Processing Agreement with Freen as data processor and comply with all applicable laws and regulations with regard to the protection of the Personal Data relating to Customer and/or End User(s) (such as employees, customers, business relations and contact persons of Customer and/or End User(s)), in particular with the 'EU General Data Protection Regulation' and the applicable national laws, taking care of 'EU General Data Protection Regulation'. In such case Freen processes the Personal Data only to the extent necessary for the fulfilment of his obligations under the Contract. Freen and the Customer agree to fully comply with all their obligations under the Data Protection Act 1998.

19.8 The Order does not confer any rights on any "third parties" and expressly excludes the operation of the Contracts

(Rights of Third Parties) Act 1999. For the purpose of this Clause, lawful assigns of the parties are not "third parties".



ANNEX 1 - Freen Terms of Sale

LIMITED PRODUCT WARRANTY

This Limited Product Warranty covers the “Covered Products” defined in the table below, is valid only for the duration of the applicable “Warranty Period” defined in the table below and is subject to the following terms and conditions:

Covered Products	Warranty Period
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Freen-BSL , Freen- BSH	Sixty (60) months starting one hundred eighty (180) days after shipment.
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During the Warranty Period, in the event that a Covered Product is found to have a non-conformity or defect in the workmanship or materials occurring during normal use of the Covered Product, Freen will, subject to the terms set out below, replace the Covered Product with a product that is functionally equivalent (in relation to feature, function, fit compatible, default software version) to, or better than, the defective Covered Product detailed in the warranty claim (“Replacement Product”) and the terms of this Limited Product Warranty shall apply to any Replacement Products supplied by Freen under this Limited Product Warranty. A Replacement Product shall be the Customer’s sole and entire remedy in respect of any non-conformity of or defects in the Covered Products.

Where the Replacement Product is Freen-BSL, Freen-BSH, it shall be covered by this Limited Product Warranty for the remaining Warranty Period or three hundred sixty (360) days from the date of replacement, whichever is longer. Following a replacement, the Replacement Product will become the property of the Customer and the defective Covered Product shall become the property of Freen.

<u>Product</u>	<u>Warranty Period</u>	<u>Minimum Through Output Energy</u> (For 1 battery module)	<u>Warranty Extension</u>
Freen-BSL,	10 years	34.2 MWh, 45 MWh	Not Applicable
Freen-BSH			

Freen warrants that the product retains either eighty percent (80%) of Usable Energy for 10 (ten) years from the dispatch from Freen, or for a Minimum Through Output Energy which is calculated from the purchasing date by end user, whichever comes first.

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Battery warranty is defined as when the battery pack reaches the end warranty period or the Minimum Through Output Energy is completed, the remaining capacity EOL meets the specification requirements, and the first comes into effect.

Capacity test conditions: at an ambient temperature of $25^{\circ}\text{C}\pm3^{\circ}\text{C}$, after charging to 100% SOC, let it stand for 10 minutes, and discharge the tested battery module at a set current of 0.2C to the discharge termination voltage, and record the amount of electricity released in the process.

After the battery is purchased by the end user, the installation needs to be completed within one month. If the battery fails, it needs to be reported within one month. The battery module damage caused by the negligence of battery that cannot be charged for a long time will not be covered by the warranty.

The operation and service life of battery are related to the working temperature. Please install the battery at a temperature equal to or better than the ambient temperature. The recommended working temperature for battery is $15\text{--}30^{\circ}\text{C}$.

Claiming Under the Warranty

To claim under this Limited Product Warranty Customer shall promptly after discovery of a non-conformity or defect in workmanship or materials in the Covered Products, report the non-conformity or defect to freen by contacting the freen Customer Services Help Desk (contact details as below) in written and providing the following information:

a copy of the purchase receipt and product serial number

a short description of the non-conformity or defect; including but not limited to input & output parameters, alarm ID, reason ID and data exported from the Inverter;

Claiming under this Limited Product Warranty is conditional upon such information being provided.

The Customer Services Help Desk can be contacted via:

Email: support@freen.com

Customer can find user manual and other information on the website.

Product Replacement

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Freen will, upon receipt of a warranty claim, evaluate whether the claim is covered by this Limited Product Warranty. If Freen determines that the claim is not covered by this Limited Product Warranty, it will notify Customer setting out the reasons why the claim has been rejected. If Freen determines the claim is covered by this Limited Product Warranty, then Freen will provide the Customer with a Replacement Product.

Where Freen opts to provide a Replacement Product, Freen will dispatch the Replacement Product to the Customer's nominated site within two (2) to five (5) "working Days" (being Monday to Friday but excluding public and bank holidays) from Freen warehouse after the warranty claim has been logged, investigated and confirmed. Within fifteen (15) Working Days of the Customer receiving the Replacement Product, the Customer shall return the defective Covered Product to Freen in its original packaging or the packaging removed from the Replacement Product (or failing that, in safe and secure packaging to prevent any damage in transit).

Freen reserves the right to charge the Customer for the cost of the defective Covered Product, and Customer agrees by making a warranty claim to pay such charges, if:

- a Replacement Product has been dispatched to the Customer but the defective Covered Product is not returned to Freen on time;
- on inspection, a Covered Product returned does not match the one described in the warranty claim;
- on inspection, a Covered Product is found not to be covered by this Limited Product Warranty or the Limited Product Warranty has been invalidated as set out below.

Payment of the Installer Call-out Fee and Fault Inverter Transportation Costs

Following the replacement and receipt by Freen of a defective Covered Product, Freen will pay the installer a fee of EUR 90.00 (including VAT) per Covered Product within the Warranty Period ("Installer Call-out Fee") along with reasonable transportation fees, provided that such transportation fees have been mutually agreed prior to the return by the Customer of the defective Covered Product. Freen will pay EUR 20.00 (including VAT) each for the second or more optimizer failure replacement. The payment of the Installer Call-out Fee and any agreed transportation fee will be processed by Freen, or by a service company on behalf of Huawei, within sixty (60) days after receipt by Freen of the defective Covered Product.

Limits to Cover

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This Limited Product Warranty only applies to the hardware of the Covered Products and does not apply to any components, which are separate from the Covered Products such as ancillary equipment, consumable and mechanical parts for mounting, or protective coatings that are designed to diminish over time (except where the defect has occurred due to a defect in materials or workmanship).

This Limited Product Warranty only applies to Customers who have purchased the Covered Products directly from Freen, or from an authorized seller of Freen products.

The Limited Warranty may be transferred from Customer to any assignee, and will remain in effect for the time period remaining under the foregoing warranties, provided that the reinstallation is done in accordance with the user manual or quick guide provided by Freen.

This Limited Product Warranty only applies where the installation and any removal and reinstallation has been carried out in accordance with the installation directions and user guidelines which are provided with the Covered Products ("Documentation").

This Limited Product Warranty will be invalidated if the serial number of the Covered Product has been removed or defaced.

Exclusions

This Limited Product Warranty does not cover defects or damage resulting from:

- Warranty does not cover damages incurred as a result of the incorrect installation or used of the equipment with regards to the user manual provided by Freen;
- failure by the Customer to install and operate the Covered Product in accordance with the Freen product specifications
- the Covered Product being used other than its normal and customary manner;
- unauthorized disassembly, repair, alteration or modifications
- misuse, abuse, intentional damage, negligence or accidental damage;
- improper testing, operation, maintenance, or installation including without limitation:
- failure to meet the system requirements provided in writing for a safe operating environment or external electric parameters;
- failure to operate the Covered Products in compliance with the operation manual and/or user guides of the Covered Products.

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- relocation and installation of the system other than in compliance with Freen's requirements;
- damage due to use of incorrect voltage
- directly caused by problems in system infrastructure;
- improper storage, shipping, handling or usage of the Covered Products; and
- force majeure events (including but not limited to act of public enemy, acts of governmental bodies or agencies foreign or domestic, sabotage, riot, fire, floods, typhoons, explosions or other catastrophes, epidemics or quarantine restrictions, labour unrest, or labour shortages, accident, freight embargoes, or any other event beyond the control of Freen) for the period of time occasioned by any such occurrence.

The Limited Product Warranty does not cover cosmetic damage or superficial defects, dents, marks or scratches which do not influence the proper functioning of the Covered Product.

Limitation of Liability

This Limited Product Warranty shall be in lieu of all other warranties, unless otherwise agreed on a given contract signed between Freen and the Customer, conditions or guarantees as to description, quality, fitness for any particular purpose, satisfactory or merchantable quality of the Covered Products or any other warranty, condition or guarantee whether express or implied.

Freen shall not be under any liability whether in contract, tort or otherwise in respect of any non-conformity of or defect in the Covered Products or for any injury, damage or loss resulting from such non-conformity or defect or for any loss of contracts, loss of revenue, loss of use or profits or business, business interruption or for any extra operating expense or any indirect, consequential or economic damages or losses whatsoever and howsoever caused. The remedies specified in this Limited Product Warranty shall be the Customer's sole and entire remedy in respect of any non-conformity of or defects in the Covered Products.

Notwithstanding the foregoing, nothing in this Limited Product Warranty shall limit Freen's liability for:

- death or personal injury;
- fraud or fraudulent misrepresentation; or

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- any other liability that cannot be limited or excluded as a matter of law.

General

No one other than an authorized representative of Freen may make any modification, extension, or addition to this Limited Product Warranty.

If any provision of this Limited Product Warranty is held by any court or award in arbitration to be invalid or unenforceable, the validity or enforceability of such provision shall not affect the other provisions of this Limited Product Warranty which shall remain in full force and effect.

This warranty is governed by and construed under the laws of Estonia, excluding any conflicts of law provisions and the United Nations Convention on Contracts for the International Sale of Goods. The exclusive place of jurisdiction for both Parties shall be in the Estonia.