

GENERAL TERMS AND CONDITIONS AGREEMENT

1. **Terms of Sale**

The sale of goods by **Greenview Technology B.V./ Greenview Technology Co. Ltd.** (the "Seller") is subject to the terms and conditions contained herein. The terms and conditions contained herein take precedence over any terms and conditions which are proposed by the buyer of goods (the "Buyer") whether contained on a purchase order or otherwise. The terms and conditions contained herein, together with any quotation delivered by Seller to Buyer (the "Quotation"), is the entire contract between the Buyer and Seller shall supersede any and all other agreements and understandings between the parties with respect to the subject matter hereof.

2. **Prices**

All prices for goods are FOB/FCA. Unless otherwise set forth in the Quotation the prices for goods will be the prices in effect on the date of shipment. All prices are stated in U.S. Dollars or in Euro, and do not include taxes and import duties.

3. **Currency**

Where an exchange rate is included on a Quotation or written acceptance the price quoted is directly related to that exchange rate and any change in the rate between the time of acceptance or quotation and delivery will be included at time of invoice where the size of such change in exchange rate is greater than 2%.

4. **Terms of Payment**

Unless otherwise stated in the Quotation or by written acceptance, terms of payment of Seller are:

- a) Fully 100% prepayment of all sample and trial orders (with maximum of US\$ 4,999.00).
- b) Prepayment of 30% of total order amount (before production starts) and 70% balance payment (before shipment of goods). Allowed for orders as from US\$ 5,000.00.
- c) Letter of credit (L/C): A written commitment to pay, by Buyer's bank (called the issuing bank) to the Seller's bank.
- d) On-account payments are available to our regular Buyers upon request.

5. **Cancellation or Modification of Orders**

Orders shall not be subject to cancellation or modification by Buyer in whole or in part (a) without Seller's written consent and (b) payment of a reasonable cancellation charge for applicable costs of purchased materials and engineering costs incurred or for which Seller is obligated prior to cancellation or modification. Notwithstanding the foregoing, Buyer may not cancel or modify the order under any circumstances, if special or custom products are ordered from Seller.

6. Transport and delivery

Unless otherwise agreed in writing by the parties, Seller reserves the right to select the mode of transport and the identity of the carrier. Neither Buyer nor any consignee shall have the right to direct or reassign any shipment to any destination other than that specified in the bill of lading without Seller's written consent. Buyer shall be responsible to pay for all costs ref. shipping, transportation, customs clearance, local taxes, etc.

If it has been agreed that transport is arranged by the Buyer, this is done at the Buyer's risk and expense.

7. Title and Risk of Loss

Title and risk of loss passes to Buyer upon delivery of the goods to the carrier at the location of Seller.

8. Limited Warranty/Exclusive Remedy

Seller warrants that the goods are free from defect in material and workmanship at the time of shipment. Buyer is solely responsible for determining the appropriateness of any goods purchased. If, after inspection of the goods by Seller, the goods are defective then Seller will, at its option, repair or replace the defective good or refund an appropriate portion of the purchase price for the defective good. Seller shall have no obligation with respect to any defect in any of its goods unless it is notified within ninety (90) days after shipment of the goods stating the full particulars of the claim. Seller shall have the right to inspect the goods alleged to be defective on Buyer's premises or, at Seller's request, at Seller's designated facility. The remedy of repair, replace or refund provided for herein is the sole and exclusive remedy of Buyer for a defective good. The foregoing will be the sole and exclusive remedy of Buyer whether in contract, tort, or otherwise, and Seller will not be liable for injuries or damages to persons or property resulting from any cause whatsoever. This limitation applies to all goods during and after the warranty period. In no event will Seller be liable for direct, indirect, special, incidental, punitive or consequential damages, lost profits or commercial losses, even if Seller has been advised of the possibility thereof. To the extent the limitation or exclusion of liabilities or damages contained herein is not permitted under applicable law, this limited warranty will apply to the maximum extent allowed by applicable law.

9. Disclaimer of other Warranties

The above warranty is in lieu of all other warranties, express or implied, and all other obligations or liabilities of Seller, including but not limited to warranties of merchantability and fitness for a particular purpose. All other warranties are disclaimed and excluded by Seller.

10. Limitation of Warranty

Seller assumes no warranty liability with respect to defects in any goods caused by: (a) improper installation or maintenance of the goods; (b) repairs to the goods by anyone other than Seller or its authorized agent; or (c) negligent or other improper use, handling and/or storage of the goods including the storage of goods in conditions not normally accorded to photosensitive materials. Seller does not make any warranty and assumes no warranty liability for goods that are not manufactured by Seller. No agent, distributor or representative is authorized to make any warranty repair on behalf of Seller or to assume for Seller any other liability in connection with any Seller's goods.

11. Intellectual Property

Intellectual Property of Seller: The Buyer acknowledges that Seller is the rightful owner and/or licensee with regard to the relevant intellectual property rights concerning the (pictures of the) Seller's products, packaging, website, texts, trademarks, trade names and logos, information, concepts and databases and shall entirely and unconditionally respect these rights. The Buyer is prohibited to reproduce and/or make available to the public any of the protected items without the prior written consent of Seller.

Intellectual property of Buyer: If words, symbols, logos or designs are provided to Seller by Buyer for printing on a particular device/product or its packing, then the Buyer represents that the words, symbols and designs are either in the public domain or are the property of Buyer and do not infringe on the trademarks, copyrights or other intellectual property rights of others.

12. Force Majeure

Seller shall not be liable for failure to perform or delays in performance caused by acts of God; war (declared or undeclared), riot or act of terrorism; fire, explosions or floods; strikes, work stoppages, slow-downs, or other labor difficulties; shortage of vehicles, fuel, power, material or labor; embargo or delay in transportation; accidents; compliance with any order or request by a government agency or official thereof; or any other event or contingency beyond its reasonable control. In the event of the occurrence of any of the foregoing, the time for performance shall be extended for such time as may be reasonably necessary to enable Seller to perform. Seller, may, during any period of shortage due to any of the above contingencies, allocate its available supply of goods among itself and its customers in such manner as Seller, in its reasonable judgment, deems fair and equitable.

13. Termination

In addition to any remedies that may be provided under these terms, Seller may terminate this Agreement or any Order for which partial shipment has been made with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement; (ii) has not otherwise performed or complied with any of these terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

14. Confidential Information

All non-public, confidential or proprietary information of Seller, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Seller on a non-confidential basis from a third party.

15. Assignment

Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

16. Limitation of Actions

Notwithstanding any contrary statute of limitations, any cause of action for any alleged breach of this agreement by Seller shall be barred unless commenced by Buyer within one year from the date of shipment.

17. Relationship of the Parties

Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

18. Third Party Beneficiary

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

19. Severability

If any provision of this agreement shall be held to be unlawful or unenforceable, the remaining portions of this agreement shall remain in full force and effect. No other agreement or understanding shall modify this agreement in any way or shall be binding upon Seller unless contained in a writing signed by Seller's authorized representative.

20. Applicable law and competent court

All rights, obligations, offers, orders and agreements to which these terms apply, as well as these General Terms & Conditions themselves, are governed by law of The Netherlands only. Any disputes between parties will be submitted to the jurisdiction of the competent Courts in The Netherlands.

Issuing date: November 2019