

GENERAL TERMS AND CONDITIONS

1. GENERAL

These General Terms and Conditions (the "GTCs") form an integral part of the Framework Agreement entered into between the Pedab entity ("Pedab") and the customer of Pedab (the "Partner") identified in said Framework Agreement. These GTCs apply to Pedab's sale and delivery of Products and Services (as defined in Section 3 below) to the Partner. Pedab and the Partner are hereinafter individually referred to as a "Party" and collectively as the "Parties".

When referring to "Appendices", "Producer(s)", "Producer Terms", "Product Terms", "Customer Terms", "Webshop" and "End Customers" herein, said terms shall have the same meaning as set out in the Framework Agreement.

The Framework Agreement and these GTCs, along with the other Appendices, are jointly referred to as the "Agreement".

2. THE WEBSHOP

By entering into the Agreement, the Partner will be granted access to the Webshop if applicable. The Webshop is currently available at www.pedab.com.

After Pedab has conducted a credit analysis of the Partner (with an approved outcome), the Partner will be assigned a user account and a password which entitles the Partner to place orders in the Webshop. The right to use the Partner's user account may not be assigned to third parties. As further described in the Framework Agreement, any person who logs in to the Webshop by using the Partner's password will be regarded as the Partner's representative who is entitled to place orders on behalf of the Partner in the Webshop. The Partner undertakes to take full responsibility for all activities carried out with the Partner's user account and undertakes to take necessary measures to prevent unauthorized use of the user account and/or the password. The Partner further waives any right to claim damages from Pedab in connection with unauthorized use of the user account and/or the password. If the Partner suspects any unauthorized use of the user account and/or the password or if the password is lost, the Partner shall contact Pedab's customer support immediately.

Pedab strives to make sure that the Webshop is error-free and available at all times, but does not provide any warranties, whether express or implied, in this regard. Pedab further strives to make sure that the information in the Webshop is correct, up to date and error-free but does not provide any warranties, whether express or implied, in this regard. Pedab reserves the rights to, at any time, make changes to the Webshop and the information published in the Webshop. Pedab is not responsible for any damage or operational disruptions resulting from transfer of harmful software, viruses or similar in connection with use of the Webshop.

If Pedab deems that the Webshop is used by the Partner in breach of this Agreement, Pedab may terminate the Partner's user account with immediate effect. Pedab may also, at any time, temporarily block the Partner's access to the Webshop for security reasons, maintenance, or due to the Partner's failure to fulfill any part of this Agreement.

3. ORDERS

In relation to certain Products (as defined in this Section 3 below), as required by certain Producers, the Partner must be able to show to Pedab that it has received a written equivalent order of the Products from an End Customer before the Partner is allowed to place an order for such Products from Pedab. Pedab is entitled at any time to request to review such End Customer's written order in order to verify the Partner's compliance with this requirement. In relation to Services, Pedab shall also have the right to impose the above mentioned requirements on the Partner on a case by case basis, depending on the type of Services.

The Partner may order Products and/or Services (as defined in this Section 3 below) by (i) using the Webshop, (ii) calling Pedab's customer support, (iii) using Pedab's website, (iv) contacting one of Pedab's sellers, (v) sending Pedab an email, or (vi) contacting Pedab in any other way. For the avoidance of doubt, these GTCs and the other terms and conditions of the Agreement will apply to the Partner's order, no matter how the order has been made. For the avoidance of doubt, the Partner must have entered into a Framework Agreement with Pedab, making reference to these GTCs, before being able to place orders in accordance with this Section 3.

Pedab is not bound by an order from the Partner until Pedab has confirmed the order by sending the Partner a written order confirmation (the "Order Confirmation"). The Order Confirmation will be sent to the Partner

through the Webshop and/or by email to an email address designated by the Partner for the purpose of receiving Order Confirmations. Pedab reserves the right to refuse an order, in which case no Order Confirmation will be given.

The Order Confirmation will provide information regarding what products and/or services that the Partner has ordered (the “**Products**” and/or “**Services**”, as the case may be), price information and estimated time of delivery of the Products or commencement of the Services. For the purposes of this Agreement, the term “Products” refers to any hardware, software or other IT-related products sold by Pedab from time to time, and the term “Services” refers to any services, including without limitation advisory or consulting services, IT solutions, configurations, storage and logistics, cloud services, server solutions and other IT services, provided by Pedab from time to time. The term “Products” may refer to items purchased by the Partner for reselling to End Customers, but also to Products that are purchased as a part of a Service.

The Partner undertakes to verify that the Order Confirmation corresponds with its order. If the Partner fails to inform Pedab that the Order Confirmation differs from the order within forty-eight (48) hours after Pedab sent the Order Confirmation, the Partner accepts to be bound by the information set out in the Order Confirmation. If the information in the order and the Order Confirmation corresponds, the Partner is bound by the information in the Order Confirmation, regardless of whether the Partner has sent Pedab any message.

Notwithstanding the above, in relation to certain Services, instead of applying the abovementioned order procedure, the Parties will enter into a service contract (*i.e.* Customer Terms) where the Parties agree on Pedab’s provision of such Services to the Partner. For the purpose of these GTCs, what is stated below in these GTCs about Order Confirmations shall be applied also to such service contracts.

Once the Partner is bound to an Order Confirmation pursuant to the above, such Order Confirmation shall be considered an integral part of this Agreement, and deemed incorporated hereto as mutually agreed Customer Terms. Pedab shall however have the right to withdraw its Order Confirmation, making such Order Confirmation null and void, if; (i) Pedab is prevented to fulfill its obligations due to Force Majeure (as further described under Section 16 below); (ii) Pedab has reason to believe that the Partner is of poor financial standing or may otherwise not be able to pay for the ordered Products and/or Services; or (iii) other extraordinary circumstances outside of Pedab’s control occur (*e.g.* related to a Producer) which prevents Pedab’s ability to make delivery. Pedab shall without unreasonable delay inform the Partner in writing about its decision to withdraw an Order Confirmation, including informing the Partner about the reasons for such withdrawal.

If the Parties have agreed upon a certain minimum order level in any Customer Terms and the Partner fails to place such amount of orders, Pedab may charge the Partner additional fees corresponding to the profit margin for the non-ordered volume.

4. DELIVERY

Ordered Products will be delivered DDP (Delivery Duty Paid) to the Partner’s stock/premises in accordance with Incoterms 2010, unless the Parties have agreed otherwise in writing. If delivery shall be made directly to an End Customer, such information shall be evident from the order.

If the Partner has ordered Services, the Order Confirmation shall contain any relevant information about premises, scope, timeframes, volumes, assumptions, Partner responsibilities, End Customer beneficiaries and similar, as may also be complemented by reference to any applicable Customer Terms agreed between the Parties from time to time, such as *e.g.* SLAs, Price Discount Terms (as defined in Section 6 below) or other terms and conditions. The Partner undertakes to inform Pedab in writing about any change of premises. If Pedab incurs any additional costs due to the Partner’s change of premises, Pedab shall have the right to adjust the fees for the Services with an amount corresponding to such additional costs.

Upon delivery of any Products (whether constituting a part of a Service or not), the Partner undertakes to make sure that an authorized person signs a document confirming that the Partner has received the Products (a “**Delivery Receipt**”). Any visible transportation damage to the goods or other cargo deviations shall be reported to the carrier immediately. Such damage or deviation shall be noted on the Delivery Receipt and signed by both the chauffeur and the recipient, respectively.

Notwithstanding the above in this Section 4, software will be delivered [digitally] through customary software delivery procedures, unless otherwise agreed in writing.

The estimated date of delivery of the Products and/or commencement date of the Services indicated in the Order Confirmation is approximate. Pedab is not obliged to ensure that the Products are delivered on the estimated de-

livery date or that the Services are commenced on the commencement date. Pedab's delay does not entitle the Partner to claim damages or any other reimbursement.

Pedab may postpone the delivery date for the Products and/or the commencement date for the Services if an event of Force Majeure (as further described in Section 16 below) occurs or if the Partner, or a circumstance caused by the Partner, is the reason for the postponement.

5. PRICE AND PAYMENT

The prices for the Products and Services are set out in the Order Confirmation. All prices are stated exclusive of VAT and other taxes established after issuance of the Order Confirmation. Every amount payable under the Agreement shall be paid on invoice and be paid within thirty (30) days from the date of the invoice.

Pedab reserves the right to continuously adjust its prices. Such adjustments may also be made by Pedab after execution of any Order Confirmation up until delivery of the Products and/or commencement of the Services, if the Order Confirmation (i) lacks price information, or (ii) indicates that the Product is not in Pedab's stock. If the Order Confirmation contains price information that clearly is incorrect, Pedab reserves the right to adjust the charged price by sending the Partner an invoice amounting to the difference between the correct and the incorrect price. If the Partner, by virtue of such adjustment, no longer wants a Product, the Partner may, at its own cost, request Pedab to collect the Product, provided that the Product still is in its original condition.

In the event of late payment by the Partner, Pedab shall be entitled to late payment interest in accordance with applicable law. Pedab may also, where applicable, withhold delivery or part thereof for other Products until full payment has been made. Administrative fees for written payment reminders may be charged. Pedab may also revoke any discounts (including but not limited to discounts agreed in any Price Discount Terms, unless stated otherwise in such terms) offered to the Partner and invoice the Partner the price for the Products and/or Services without such discount.

Pedab may from time to time grant the Partner a credit, as agreed in applicable Customer Terms. Unless otherwise agreed between the Parties in such Customer Terms, Pedab may from time to time adjust the Partner's credit limit, including but not limited to decreasing such credit limit to zero (0).

6. PRICE DISCOUNTS

Should the Partner be offered a price discount from the Producer, the Parties may agree on specific Customer Terms setting out the terms and conditions for such price discount, and the Partner undertakes to comply with any such terms and conditions set out for such price discount (such Customer Terms are referred to herein as "**Price Discount Terms**"). The Partner shall also provide Pedab and/or the Producer with information on the name, address and other requested details regarding the End Customer. The Partner further undertakes to only sell the Products and/or Services for which the price discount applies to the End Customer that is set out in the price discount and to provide the Producer with copies of the End Customer's order, invoice and/or Delivery Receipt.

If the Partner is in breach of the terms and conditions set out in this Section 6, or in the applicable Price Discount Terms, Pedab may invoice the Partner the price that would have applied for the Products and/or Services without the price discount.

The Partner shall indemnify and hold Pedab harmless of any and all costs incurred by Pedab and from any and all other claims directed against Pedab, which are caused by or related to the Partner's non-compliance with this Section 6 or any Price Discount Terms.

7. AUDIT RIGHTS

Pedab and any relevant Producers shall, if deemed reasonably necessary by Pedab, have the right to, without prior notice, by itself or by its authorized representatives, audit relevant documents, contracts, orders, invoices, receipts or other materials in the possession or under the control of the Partner, and audit the Partner's facilities or processes, for the purpose of determining whether the Partner complies with the requirements of the Agreement, including but not limited to the Price Discount Terms. Pedab shall make commercially reasonable efforts to minimize the disturbance of the Partners business when conducting such audits.

Each Party shall bear its own costs for the audits set out herein except where such audit reveals that the Partner has failed to comply with this Agreement or applicable law, in which case the Partner shall bear a reasonable amount of the cost of the audit.

8. OBLIGATIONS OF THE PARTNER IN CONNECTION WITH THE SERVICES

This Section 8 shall only apply to the Services and to such Products that are included in the Services.

The Partner undertakes to appoint a contact person for the Services who shall be available to Pedab during the performance of the Services. In case of any occurrence of a defect in any Service, the Partner must give Pedab a notice of such defect within a reasonable time following the detection of such defect. In such notice, the Partner shall describe and, where necessary, demonstrate the manner in which the defect is shown. The contact person shall be able to provide necessary documentation regarding the Services and the Products included therein. The Partner shall provide Pedab with information and access to the Partner's premises and to the Products and any other relevant systems and hardware, to the extent necessary for Pedab's proper performance of the Services.

9. WARRANTIES AND LIABILITY

Regarding warranties and liability for defects, the terms and conditions in the Producer Terms and the Product Terms apply. Pedab may, unless the relevant Producer Terms and/or Product Terms state otherwise, direct the Partner to make any claims directly towards the relevant Producer(s). In addition to what is set out in the conditions mentioned above, nothing shall be construed as if Pedab provides any additional warranty, whether express or implied, or undertakes any further liability whatsoever for any defects. Pedab is not liable for information provided by the Producer or any third party.

Pedab's liability for defects shall never be deemed to include defects or damage resulting from the Partner's or the End Customer's negligence or wrongful use of the Product, *e.g.* that the End Customer has failed to comply with the manual, instructions, altered or interfered with the Product or used the Product for purposes for which it is not intended. Pedab is further not liable for defects caused by a third party, viruses or by circumstances beyond the reasonable control of Pedab. For the avoidance of doubt, the Partner is obliged to request a manual or instruction, should the Product be delivered without one. Neither the warranty nor the extent or length of the liability for defects will be extended or changed if Pedab remedies a defect, provides technical guidance or re-delivers the Product.

If there is a defect or flaw in a Product according to this Section 9 or in case of delay or force majeure according to Section 16 or if the Producer has ceased to deliver the ordered Product, Pedab may fulfill its obligations toward the Partner by delivering a replacement product with equivalent functionality as the Product set out in the Order Confirmation.

The Parties agree that this Section 9 sets out Pedab's entire and exclusive liability for defects. For the avoidance of doubt, what is set out regarding the Products above in this Section 9 shall apply *mutatis mutandis* to such Products that are included in the Services.

10. RETURNS AND CLAIMS

Returns of Products are only accepted in exceptional cases.

Prior to returning a Product, the Partner shall receive a written pre-approval and an RMA-number (which may be provided in the Webshop) from Pedab. The Product shall be returned in its original condition. A return is credited to the lowest of (i) the invoiced amount exclusive of possible freight charges, or (ii) the price of the Product on the day of return, minus ten per cent (10%).

Amounts below EUR 100 are not refunded.

The Partner shall inform Pedab in writing, without undue delay and no later than five (5) working days (*i.e.* Monday through Friday excluding public holidays) after signing the Delivery Receipt, if the Partner wishes to make a claim regarding a defect or flaw.

The original package must be saved in order to make a claim in relation to a Product. If the Partner fails to make a warranty claim within the time limits set out above, the right to make warranty claims will be lost in relation to the Product in question. Further conditions regarding claims are set out in the Producer Terms and in the Product Terms.

11. LIMITATION OF LIABILITY

Pedab's liability under the Agreement is limited to the purchase price of the concerned Products and/or Services. Notwithstanding the foregoing, Pedab's liability is, under all circumstances, limited to the amount that Pedab may receive from the Producer. Pedab is not liable for any indirect damage or loss.

The Parties agree that this Section 11 sets out Pedab's entire and exclusive liability for damages.

Pedab is only liable for damage to property in case of negligence. The Partner shall indemnify and hold Pedab harmless if Pedab is held liable against a third party, whom Pedab is not responsible to according to these GTCs.

12. RETENTION OF TITLE

Pedab retains the title and ownership to delivered Products until payment has been made in full. If the Partner intends to sell the Product prior to paying the remuneration in full, the Partner undertakes to retain title and ownership to the Product for itself and Pedab.

13. PRODUCTS DELIVERED AS PART OF THE SERVICE

This Section 13 shall only apply to such Products that are delivered as part of the Services.

Pedab retains the title and ownership to all Products, unless agreed otherwise in the applicable Customer Terms. By entering into these GTCs, the Partner is granted a right to use the Products provided that the Partner complies with any relevant Product Terms, Producer Terms and Customer Terms (as applicable).

During the term of the Agreement, the Partner undertakes to treat the Products with a great level of care *e.g.* by only using the Products in accordance with applicable manuals and only for each Product's intended purpose. Pedab is responsible to keep the Products duly insured.

Upon termination of the GTCs, the Partner shall, at its own cost and expense, return the Products to Pedab. The Partner is liable to compensate Pedab for any decrease in value if the Products have been exposed to exceptional wear and tear or destroyed and/or if the Partner has disregarded the duty to treat the Products with care, as is set out above in this Section 13.

14. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights, *e.g.* patents, trademarks, copyrights, design rights and know-how related to the Products and/or Services as well as to the content, structure and design of the Webshop belongs to the Producers and Pedab, respectively. Nothing in these GTCs shall be construed or perceived as a transfer of ownership or license, unless the Parties have agreed otherwise in writing. Any applicable license terms and conditions will be set out in the Product Terms for such Products.

Pedab's responsibility regarding infringement of intellectual property rights is exhaustively regulated by the relevant Producer Terms and/or Product Terms.

15. PROCESSING OF PERSONAL DATA

While performing the Services, Pedab may process personal data on behalf of the Partner. Pedab undertakes to process the personal data in accordance with applicable laws and regulations and only for the purpose of complying with its obligations under this Agreement and in accordance with the Partner's reasonable instructions and/or express authorization from time to time. Pedab further undertakes to ensure that it has in place such technical and organizational measures as are reasonably necessary and appropriate to safeguard against any unauthorized or unlawful processing of personal data.

The Partner undertakes to collect necessary consent from the persons whose personal data Pedab will process and to ensure that the Partner's processing of personal data at all times complies with applicable law. The Partner shall indemnify and hold Pedab harmless for any damages it may incur, if the Partner fails to procure necessary consents or otherwise resulting from claims from third parties (including authorities) due to the Partner's breach of this Section 15. The Partner shall reimburse Pedab with an amount equivalent to the actual damage.

16. FORCE MAJEURE

If either Party is prevented from fulfilling its obligations under the Agreement due to a circumstance outside the Party's reasonable control, which the Party could not reasonably have foreseen, *e.g.* natural disaster, fire, cessation of work, strike, boycott or similar or any other similar cause, or the Producer's non-fulfillment or delay due to circumstances described above, such circumstance shall result in a postponement of the time for performance and relief from any obligation to pay damages, as well as relief from any other possible remedy, for as long as the circumstance remains and hinders fulfillment of the obligation.

17. INFORMATION DUTIES

The Partner is obligated to ensure that its End Customers are informed of, bound by and, when applicable, that each End Customer enters into any relevant Producer Terms and/or Product Terms, as well as to provide the End Customer with other information, *e.g.* regarding the use of Products and/or Services and their intended purposes, to the extent necessary according to mandatory legislation or as may otherwise be of importance for the End Customers.

The Partner shall at all time stay informed of what Producer Terms and/or Product Terms that apply to its purchases of Products and Services (as defined in Section 3 above) under this Agreement. The Partner acknowledges and agrees that the Producer Terms and Product Terms may be amended from time to time, and that the Partner will be bound by such amendments. When new versions of the Producer Terms and Product Terms are announced by the Producer the newer versions replace the older versions and are automatically binding for the Partner.

Pedab reserves the right to, at any time, amend these GTCs. Such amendment will be published on www.pedab.com and notified to the Partner in the Webshop and/or by other means of communication decided at Pedab's sole discretion, at least thirty (30) days prior to such amendment entering into force, upon which the new version will replace the older version and be automatically binding for the Partner.

The Partner may not without Pedab's written approval make any public announcements, press releases or similar in the name of Pedab or the Producer, or about the Products and Services as such. For the avoidance of doubt, the aforesaid shall not be construed to restrict the Partner's ordinary marketing activities to promote the Partner's own business and sell Products and/or Services to End Customers. Moreover, the Partner is responsible to ensure that the Products and/or Services (as applicable) correspond with the relevant End Customer's agreement with the Partner. The Partner may not, without Pedab's written consent, offer the End Customer warranties in additions to those given by the Producer. The Partner shall indemnify and hold Pedab and the Producer harmless from every claim for damages caused by the Partner's breach of this Section 17.

18. CONFIDENTIALITY

The Partner undertakes to, during the term of the Agreement and for a period of three (3) years after termination of this Agreement, not disclose information regarding prices or any other sensitive information relating to the Products and/or Services or Pedab's or any Producer's business to any third party, except for information that the Partner can show (i) was publicly available upon receiving the information, or which subsequently has been made publicly available without breach against this or any other confidentiality undertaking, (ii) that the Partner, after entering into the Agreement, has received from a third party without breach of any confidentiality undertaking, or (iii) that the Partner is required to disclose due to any order of a court, any stock exchange rules applicable to the marketplace where the Partner is noted, or mandatory law.

Pedab may provide the Producer and other entities within the Pedab group with information relating to Pedab's sale of Products and/or Services to the Partner as well as other relevant information about the Partner.

19. TERM AND TERMINATION

This Agreement will enter into force when signed by both Parties and remain in force until further notice. A Party may terminate this Agreement by providing the other Party sixty (60) days' notice.

In the event that a Party files for bankruptcy, enters into liquidation, enters into an agreement for composition, cancel its payments or in any other manner may be regarded as insolvent, the other Party may terminate this Agreement with immediate effect.

In the event either Party materially breaches any of its duties or obligations under this Agreement, and the non-breaching Party has allowed the breaching Party a cure period (to the extent the breach is curable) of no less than thirty (30) days from written notice of the breach, during which the breaching Party has failed to cure the breach, the other Party may terminate this Agreement and/or the order(s) which the material breach refers to.

A Party's termination of the Agreement shall, unless the Agreement is terminated due to a material breach which has not been cured in accordance with this Section 19, not affect the applicability of the terms of the Agreement for orders, purchases and/or deliveries made before the termination of the Agreement.

20. MISCELLANEOUS

If Pedab reasonably anticipates that the Partner will fail to fulfill an obligation in the Agreement, Pedab may cancel its delivery of Products and/or Services and request the Partner to provide Pedab with an acceptable security for the Partner's rightful fulfillment of its obligations. Pedab may also terminate a credit granted to the Partner at any time, should Pedab deem the Partner to no longer be credit-worthy.

Pedab may engage a third party in order to provide the Services or parts thereof. Pedab is liable for engaged third parties to the same extent as if the task assigned to the third party would have been carried out by Pedab itself.

In the event any provision of this Agreement is wholly or partly deemed invalid, the validity of the Agreement as a whole shall not be affected, the remaining provisions of the Agreement shall remain valid and the part declared invalid shall, as far as legally possible, be construed in accordance with the intentions of the Parties when they entered into the Agreement.

In connection with any export of the Products, the Partner undertakes to comply with at all times applicable national and international export and control regulations and to hold necessary permits in relation thereto.

Proceeds distributed in connection with selling competitions always accrue to the Partner and any tax relating to such proceeds shall be paid by the Partner.

The Partner may not transfer any of its rights or obligations under this Agreement without Pedab's prior written consent thereto. Pedab may however transfer its rights and obligations under the Agreement to a third party.

This Agreement sets forth and constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof.