

General Terms of Sale – Business

Version 2017-1 applicable from 1st of September June 2017.

INTRODUCTION

1. Applicability

Greenflow AS' ("Greenflow") General Terms of Sale – Business are applicable on product and service delivery and on support service to customers from the above mentioned date and replace all of Greenflow's earlier published general terms of sale.

Specific terms for product delivery, service delivery and support service are found under each heading below. Further, general terms applicable to all services are found under a specific heading.

These General Terms of Sale shall, where applicable, apply unless otherwise agreed.

SPECIFIC TERMS FOR PRODUCT DELIVERY

2. Product information

The products presented on Greenflow's website represent Greenflow's ordinary range of goods. In case of a discrepancy between terms, product information or prices stated on Greenflow's website and in other publications, the information on the website shall prevail.

3. Prices and freight

Current prices on products are available on Greenflow's website which is updated in real time. The prices are in NOK and excluding VAT. Cost for freight will be added. Greenflow is entitled to change the prices without prior notification. Prices stipulated on the website are valid, if not otherwise has been agreed upon.

Greenflow's prices of import products that do not constitute standard stock goods are based on the current exchange rate applicable at the date of invoice. At the receipt of the order, a preliminary sale price is given based on the current exchange rate at the date of order. When invoicing, the price will be adjusted according to the current exchange rate of the date of invoice as determined by Greenflow.

Cost for freight will be added to all deliveries. The total freight cost is calculated when invoicing the order where the weight is noted together with information regarding if the parcel must be delivered on a pallet, if it includes several pieces etc. It is noted that there is a charge for uncollected parcels.

4. Terms of payment and security

Payment can be made by credit/debit card, by direct payment through internet banking or by invoice. Invoicing is made after examination of the customer's credit worthiness. Payment can also be made by financing through one of Greenflow's operating partners.

Invoice is to be paid so that the invoice amount is accessible on Greenflow's bank account no later than ten (10) days from the date of invoice. If payment is delayed Greenflow has the

right to charge interest on overdue payment under the Norwegian Act relating to Interest on Overdue Payments, etc and reminder or collection charge and collection expenses as allowed by law.

Greenflow charges an invoicing fee per invoice if the customer desires a paper invoice. Inaccuracies in an invoice from Greenflow must be claimed at the latest on the due date. If a claim or complaint is not made in time, the inaccuracy cannot be asserted against Greenflow.

The products remain Greenflow's property until full payment has been made.

If there is reasonable doubt about the customer's ability to pay, Greenflow has the right to shorten the period of credit, demand advance payment or other security for future delivery.

5. Order and order confirmation

By making a purchase from Greenflow the customer accepts these General Terms of Sale. By accepting the terms, the customer undertakes to comply with the terms in full.

When submitting an order, an acknowledgement is sent by e-mail. This acknowledgement constitutes information about the content of the order. In connection with the order being dispatched from Greenflow's storage, the customer receives a confirmation of order by e-mail again. Binding agreement between the parties comes into force when confirming the order to the customer; however, the customer is bound by an order after submitting the order.

6. Delivery

Delivery is made within Norway by carrier or delivery firm engaged by Greenflow with delivery terms: Ex works Greenflow's warehouse according to Incoterms 2010. The risk for delivery is passed to the customer when the goods have been made available for transportation from Greenflow's warehouse.

Greenflow does not carry any responsibility for delivery being delayed, regardless if the delay depends on delay by the carrier, delay or back order by the product manufacturer or any other circumstance.

7. Returns

On the terms provided herein, Greenflow accepts return of a product from the ordinary range of goods during ten (10) days from the date of invoice. In case of a return, the product shall be unused and returned in an unbroken original packing, free from dirt, marking and damages.

The customer shall pay the freight cost for returning the product and the return charge (if any). The freight cost and the return charge (if any) are debited the customer's outstanding account at Greenflow, or are invoiced separately.

If there is a wish to return, the customer shall contact Greenflow, preferably via mail and create an errand. Please observe that receiving an errand number does not mean that Greenflow has approved the return. The customer shall return the product to Greenflow together with a copy of the order sheet and information about errand number. The return approved by Greenflow shall be Greenflow at hand no later than 14 days after the day when the customer received the errand number. The freight must be paid and the product must be well packed in an acceptable outer packing. The customer is liable for loss or damage to the product during transport.

Returns not accepted are returned to the customer on the customer's expense. Accepted returns are credited the customer after deducting return costs (if any). Approval of returns are subject to the customer's fulfilment of the above-mentioned obligations.

8. Transportation damages

Upon receipt of the delivery, the customer must check the delivered products. Transportation damages shall be reported on the day of delivery to the carrier and to Greenflow. A hidden transport damage that is not discovered or should have been discovered shall be complained of as soon as possible and under all circumstances within a week from receipt of delivery. If the customer does not make a claim for transport damages within the stipulated timeframe, the customer loses its right to make a claim against the carrier and Greenflow.

9. Complaint

Upon receipt of the delivery, the customer must check the delivered products. To have a right to claim that a product/delivery was defective, the customer shall make a complaint to Greenflow immediately after the defect was discovered and in no event later than 10 days from the date of invoice, and return the product in the specified manner.

In case of a complaint, the customer shall contact Greenflow and create an errand. Please observe that receiving an errand number does not mean that Greenflow has approved the complaint. The errand number is valid for 14 days during which time the product shall be Greenflow at hand. When returning the product, the return cost to Greenflow must be paid. Furthermore, the order numbers, the invoice, information about a valid errand number and a detailed account for the fault shall accompany the product. If the complaint is not made correctly, Greenflow is entitled to return the product to the customer and charge for freight costs. Returned goods shall be returned well packed in an acceptable packing (for example a brown corrugated paper carton). The customer is liable for loss or damage to the product during transport. Transport damages due to a faulty packing are debited the customer. Greenflow reserves the right to make a product control of the product and also the right to debit a test charge if the product is shown not to be defective and the complaint therefore is not accepted.

10. Warranty

Warranty on goods is given by the manufacturer of the product. Greenflow gives no further warranties in excess of respective manufacturer's specified warranty terms.

11. Liability

If there are any defects that Greenflow is responsible for, Greenflow undertakes to, by own choice, remedy the defect by repair, redeliver or repay the purchase price. Greenflow has the right to refer the customer directly to respective manufacturer or to service workshop referred to by the manufacturer in order to remedy the defect. Additional rights for the customer may be given by the respective manufacturer's own warranties directed to the final customer.

Greenflow's responsibility when a product is defective is limited to what is stated above and the customer cannot make a claim against Greenflow due to defects. Greenflow is not, under any circumstances, liable for indirect damages or consequential damages, such as production loss or missing profit, or other damages due to impossibility or difficulty to use computers or information, or for loss of data.

Greenflow's total liability towards the customer (including liability for acts or omission of Greenflow's employees, representatives or subcontractors and including price reductions and

price returns or similar) under this Agreement is limited to the price actually paid for the relevant Products under this Agreement during the past 12 months period.

12. Technical support

For technical support and user support, Greenflow has the right to refer the customer to the respective product manufacturer and also, if applicable, to the third business party's payment support. Phone number to respective manufacturer/supplier is provided by Greenflow. Please observe that the support can be in English for some manufacturer and that in some cases support is only given via e-mail or websites.

13. Special terms for software

All software that is accessible to collect from Greenflow's website is copyright-protected work from the respective manufacturer. Upon purchase of right of use and/or license to software, respective manufacturer's or licensor's terms are applicable. The terms can be enclosed or be a part of the software. In light of the above, Greenflow accepts no liability related to sale of software, including but not limited to fitness for purpose or intellectual property rights. It is noted that all software purchases are made in accordance with Greenflow's General Terms of Sale.

14. Special terms for cloud services

When purchasing cloud services, Greenflow refers the customer to the respective rights owner's online subscription agreement or respective rights owner's terms for a specific ordered product or service.

SPECIFIC TERMS FOR SERVICE DELIVERY

15. Scope and implementation

Greenflow shall when performing the agreed service (the "Service") observe good professional standards and practices and only use qualified personnel.

Greenflow shall be entitled to use sub-contractors for the performance of the Service. If a sub-contractor is engaged, Greenflow is responsible for the work performed by Greenflow and the work performed by the sub- contractor.

The customer shall provide Greenflow with the information necessary in order for Greenflow to be able to perform and deliver the Service as agreed. If the Service shall be performed in the customer's premises, Greenflow shall be given access to such premises to the extent necessary for the performance of the Service.

16. Remuneration etc.

Greenflow is entitled to charge the customer in accordance with Greenflow's at each time applicable price list. Greenflow has the right to adjust the agreed prices once per calendar year in accordance with changes in Statistics Norway's index for the average salary in the subgroup ICT- services in the table "Full-time employees in information and communication, by division. Monthly earnings and basic monthly salary" (<http://www.ssb.no/lonnikt>).

Greenflow's fees are stated excluding VAT and do not include any other taxes or charges assignable to the Service.

Greenflow is entitled to reimbursement for expenses in accordance with what has been agreed upon between the Parties.

Greenflow will perform the Service during regular working hours in accordance with the at each time applicable price list. Greenflow is entitled to reimbursement for work that has been performed after regular working hours according to Greenflow's at each time applicable price list.

17. Terms of payment and security

Payment shall be made by invoice after a special credit review. Payment may also be made by financing through one of Greenflow's operating partners.

Invoice is to be paid so that the invoice amount is accessible on Greenflow's bank account no later than ten (10) days from the date of invoice. If payment is delayed, Greenflow has the right to charge interest on overdue payment under the Norwegian Act relating to Interest on Overdue Payments, etc. and reminder or collection charge and collection expenses as allowed by law.

Greenflow charges an invoicing fee per invoice if the customer desires a paper invoice. Inaccuracies in an invoice from Greenflow must be claimed at latest on the due date. If a claim or complaint is not made in time, the inaccuracy cannot be asserted against Greenflow.

18. Order and order confirmation

By ordering the Service from Greenflow the customer accepts these General Terms of Sale. By accepting the terms, the customer undertakes to comply with the terms in full.

Binding agreement comes into force when confirming the order to the customer.

19. Liability

In case there is a defect or imperfection in the Service performed, which Greenflow is responsible for and which has been claimed by the customer as prescribed in these General Terms of Sale, Greenflow shall at its own discretion decide whether to correct the defect by repair or redelivery. If Greenflow chooses not to correct the defect or make a redelivery, the customer shall instead be entitled to a reasonable deduction on the fee for the work performed.

Greenflow shall not be liable for defects caused by hardware, software or other equipment that has not been provided by Greenflow. If the Service consists of advice, Greenflow's liability is limited to such advice based on the information provided by the customer. Greenflow has no liability for decisions taken by the customer based on the advice provided by Greenflow.

Greenflow's total liability towards the customer (including liability for acts or omission of Greenflow's employees, representatives or subcontractors and including price reductions and price returns or similar) under this Agreement is limited to the price actually paid for the relevant Service under this Agreement during the past 6 months period..

Greenflow is under no circumstances liable for (i) any indirect damages or consequential damages, such as production loss or missing profit, or other similar damages, or (ii) loss of data.

The limitations of liability stated in this Section does not apply to personal injury or if Greenflow has acted with intent or gross negligence.

The customer shall inform Greenflow in writing about all changes in the customer's IT-environment which the customer does by himself or by assistance, if such change could affect the Service or the functions provided by Greenflow. Greenflow is not liable for defects caused by such changes which Greenflow has not been informed of in accordance with the above mentioned.

20. Complaint

The customer loses its right to make a claim for compensation if complaint has not been made in writing to Greenflow without delay and at the latest within three months after Greenflow has performed the Service.

21. Intellectual property rights

The customer obtains ownership to all intellectual property rights that are specifically created for the benefit of the customer by Greenflow during the performance of the Service. Unless otherwise agreed in writing, Greenflow receives a non-exclusive license, without limitation in time, to all intellectual property rights created by Greenflow for the benefit of the customer.

The customer does not obtain any intellectual property rights related to the Service that belong to Greenflow or a third party except as follows above. Neither is the customer entitled to alter or manipulate any of the intellectual property rights belonging to Greenflow or a third party. For such intellectual property rights, the at each time applicable terms provided by the holder of the right shall apply.

Greenflow is obliged to notify the customer if any additional license or right of use is needed in order to use the Service in addition to what is stated in the agreement.

22. Infringement of intellectual property rights

If the customer provides intellectual property rights under the agreement, the customer warrants that the customer has all rights and approvals needed in order to perform the Service in accordance with the agreement.

Greenflow warrants that the Service performed by Greenflow and the intellectual property rights that are created or provided by Greenflow under the agreement (except for third party services or products from Greenflow's subcontractors or suppliers), to the best of Greenflow's knowledge, do not infringe any third party rights.

The customer is obliged to in writing notify Greenflow without delay about any claims made by a third party regarding infringement of intellectual property rights due to the customer's use of the Service.

If a third party makes a claim of infringement for which Greenflow is responsible (i.e. not a infringement related to modification by the customer or related to third party products or similar infringement), Greenflow shall have the right to assume the defense at its own expense and act in the proceedings on behalf of the customer. Greenflow shall further at its own expense either ensure that the customer is able to use the Service continuously during the proceedings or replace the disputed part of the Service with a similar acceptable service or product. The customer is not entitled to make any admission of liability and may not agree to settle or compromise with any third party regarding the infringement in question without obtaining the prior written consent of Greenflow, such consent not to be unreasonably withheld or delayed. If Greenflow cannot ensure the customers right to use a similar acceptable service or product, either party is entitled to as an exclusive remedy in relation to such alleged infringement terminate the agreement related to such product with immediate effect. In such case, Greenflow undertakes to return the price paid for such service or

product, subject to the customer returning the product and with deductions for the customer's use.

Greenflow undertakes to reimburse the customer for compensation and/or damages that the customer is liable to pay due to a settlement or judgement regarding an infringement of intellectual property right, for which Greenflow is responsible, that has arisen due to the customer's use of the Service. In addition thereto, the customer is not entitled to any other compensation for losses arising as a result of infringement of intellectual property rights associated with the Service and which Greenflow is responsible for.

23. Term and termination

The agreement is effective from the day it is signed by the Parties (including binding acceptance by e-mail from authorized company representatives). If not otherwise agreed, the agreement is valid until further notice with a mutual notice period of three months. Notice of termination shall be made in writing.

Notwithstanding the above, either Party may in writing terminate the agreement with immediate effect if the other Party:

- (a) commits a material breach of the agreement and the breach, if possible to remedy, is not remedied within 30 days after receipt of a written notice thereof, or
- (b) is declared bankrupt, goes into liquidation, initiates negotiations on composition or company reconstruction, suspends payments or may otherwise be assumed to be insolvent.

The customer's right to use the results of the Service after termination according to this Section 23 is conditional upon the customer's fulfillment of its obligation to pay.

GENERAL TERMS

24. Links to third party websites

Links on Greenflow's website enables visitors to leave Greenflow's website. The linked websites are not controlled by Greenflow and Greenflow carries no responsibility whatsoever for the content on such websites or the content in the links on such websites. Greenflow provides these links only to facilitate the finding of the websites and the providing of a link does not mean an approval from Greenflow of the website in question.

25. Greenflow's website and intellectual property rights

The content on Greenflow's website is owned by Greenflow or its licensor. The information is protected by marketing law and laws regarding protection of intellectual property rights, which mean that trademark, firm name, product name, pictures and graphic, design, layout etc. are not to be copied or in any other way used without Greenflow's prior written consent. Printouts or other copying of material is allowed for own, private, non-commercial use. It is forbidden to copy, save or in any other way reproduce, process, change, transmit, transfer, in other ways utilize or exploit material or parts thereof without Greenflow's prior written consent.

26. Customer account

Login information (username and password) to customer accounts and services on Greenflow's website shall be handled so that the information does not come to unauthorized persons' knowledge. By giving its login information to somebody else the customer thereby

confirms that such person owns the right to place orders in the customer's name and that the customer is liable for payment for such orders in relation to Greenflow. For customer accounts that belong to juridical persons all of the individuals that have access to the login information are seen to be competent to place orders on behalf of the customer. If a customer suspects that someone has unauthorized access to the customer's login information, it falls upon the customer to immediately notify Greenflow thereupon and also to change its password.

27. Personal data

When Greenflow is the personal data controller

When a customer orders products and services, Greenflow will process personal data about the customer's contact persons ("business representatives") for the purposes and on the terms set out in Greenflow's privacy policy. By creating a business account at Greenflow, the customer confirms that the customer has informed the business representatives about Greenflow's process of their personal data and that the customer has obtained their consent to the process.

When Greenflow is acting personal data assistant for the customer

When Greenflow is processing personal data on behalf of the customer the following shall apply.

The customer, in its capacity as personal data controller, is responsible for that the processing of personal data is made in accordance with Norwegian law. Greenflow is only allowed to process personal data pursuant to the customer's written instructions and not for any other purposes.

Greenflow shall undertake all the necessary technical and organizational measures in order to protect personal data that is processed for the customer. Remote diagnostics or similar procedures may be carried out by Greenflow only if the customer has given its prior written consent (i.e. not every individual user). Greenflow shall without undue delay inform the customer when discovering fulfilled or attempted cases of unauthorized access, destruction or alteration of the customer's personal data.

If personal data is to be processed via the customer's own equipment, the customer undertakes to ensure that necessary technical and organizational requirements needed to protect the personal data are at place.

Greenflow may engage a sub-contractor for the fulfillment of Greenflow's commitments on the processing of personal data under the agreement. Greenflow is responsible for the process of personal data of such sub-contractor and its consistence with the customer's instructions and that the sub-contractor is bound by corresponding terms as Greenflow under this section 27. On the customer's written request Greenflow shall notify which sub-contractor who processes the customer's personal data and the country in which the processing takes place. The customer has the right to withdraw from the contract if the customer opposes a certain sub-contractor.

Greenflow is entitled to process personal data in a country outside of the EU/EEA as long as it is consistent with Norwegian law. If a sub-contractor will process personal data in a country outside of the EU/EEA, Greenflow shall ensure that the sub-contractor signs the EU standard contractual clause for transmission of personal data to processors in third countries or similar written agreement (if there is no other legal basis for the transmission). Greenflow shall have the right to sign such agreement on behalf of the customer.

The customer has the right to demand information of the log history and other information necessary to ensure that Greenflow meets the customer's requirements on the process of personal data and that Greenflow takes appropriate security measures. Such examination shall be made at the customer's own expense and if Greenflow so requests, by an independent third party. Greenflow shall allow the examination that an authority by law may require in the examination of process of personal data. Greenflow's expenses associated with such examination may be charged to the customer.

Greenflow shall not process personal data on behalf of the customer any longer than what is necessary to fulfill its commitments to the customer. Greenflow shall within three months from the date when the commitment ceased, ensure that the customer's personal data is deleted. If Greenflow stores personal data on behalf of the customer Greenflow may not delete the personal data before the customer has been notified that the deletion will take place.

28. Governing law and disputes

These General Terms of Sale shall be governed by the substantive law of Norway.

Any dispute, controversy or claim arising out of or in connection with these General Terms of Sale, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Norwegian Arbitration Act. The seat of arbitration shall be Oslo. Unless otherwise agreed, the arbitral proceedings and the arbitral award shall be subject to a duty of confidentiality. Depending on the complexity of the case or the amount in dispute, Greenflow shall at all times be entitled to commence proceedings for the ordinary courts with Oslo District Court as first instance.

29. Force majeure

Greenflow is entitled to, without liability for damages, limit, cancel or postpone deliveries to the extent performance is made impossible or prevented or will cause an increase in price due to circumstances beyond Greenflow's control, such as war like events, riots or revolts, disruptions in public connections, import or export regulations, changes in laws and regulations or in the interpretation thereof, acts of authorities, strike, lockout, blockade or other labour disputes, fire, explosions or other accidents, or defects and delay in services performed by sub-contractor due to the above mentioned circumstances.

30. Other

Greenflow reserves the right to amend all information, including but not limited to prices, technical specifications and product offers, without prior notification to the customer.

Information and prices are provided with reservation for misprints and typing-errors, incorrectness in stated technical specifications, supplier's price rise and for clearance sale.

The information that is available on Greenflow's website does not constitute an undertaking of applicability, suitability or warranty other than when directly stated in writing to the customer. Current offers apply while stocks last, if not otherwise stated.

The customer is not entitled to transfer the agreement or any rights or obligations under the agreement without the prior written consent of Greenflow.

Greenflow reserves the right to at any time amend these General Terms of Sale.