

General Terms and Conditions of Sale and Supply

of WorldConnect AG

Viscosestrasse 46, CH – 9443 Widnau, Switzerland,

1 Scope

- 1.1 These Terms and Conditions of Sale and Supply ("**Terms and Conditions**") shall govern all present and future supplies of, services rendered by and quotations made by WorldConnect AG (hereinafter "**WorldConnect**") as a supplier of world adapters, country adapters, USB chargers, batteries, cables, travel accessories and other products, services and supplies (hereinafter "**SKROSS® Products**") to customers. Only individuals and/or legal entities acting as resellers of SKROSS® Products in their own name and on their own account shall be deemed customers of WorldConnect (hereinafter "**Customers**"). WorldConnect and Customers may hereinafter be referred to individually as a "**Party**" or collectively as "**Parties**", as the context requires.
- 1.2 In the event that a distribution agreement or other form of agreement (other than purchase orders based on these Terms and Conditions) is in force and effect between the Parties, these shall prevail and these Terms and Conditions shall apply subsidiarily.
- 1.3 WorldConnect does not sell any of its SKROSS® Products directly to end users; accordingly, these Terms and Conditions do not apply to end users.
- 1.4 Placing an order with WorldConnect implies that Customer acknowledges and accepts these Terms and Conditions. Same applies when a Customer accepts supplies, services and/or quotations from WorldConnect. Deviations from these Terms and Conditions shall require an express agreement in writing duly signed by the Parties.
- 1.5 Customer's general terms and conditions of purchase, supply or of any other purpose are hereby expressly disagreed to and waived and shall not be deemed to apply to any contract entered by and between the Parties. Any performance by WorldConnect under such Customer's general terms and conditions shall not be construed as acceptance of such Customer's general terms and conditions to the extent these deviate from WorldConnect's Terms and Conditions.

2 Quotations

- 2.1 Public offers made by WorldConnect as well as prices stated in catalogues, brochures, the Internet and any other like publication shall be deemed legally non-binding. WorldConnect may withdraw for any or no reason from its public offers up to the time of conclusion of the contract according to clause 3.2 and/or may sell to third parties instead (prior sale).

Specifications made in WorldConnect's order confirmations shall always prevail over specifications made in catalogues, brochures, the Internet or other publications.

- 2.2 WorldConnect's quotations made to Customers upon a request for quotation shall be legally binding for the duration indicated in the quotation. Prices and conditions shall be binding for a period of four (4) weeks as of the date of the quotation.
- 2.3 WorldConnect shall be entitled to correct after the fact any obvious errors, particularly, but not limited to, in quotations or order confirmations.

3. Purchase Orders and Coming into Effect of Contracts

- 3.1 WorldConnect shall accept purchase orders only in written or electronic form. Purchase orders placed electronically shall be binding on Customer to same extent as if placed in writing.
- 3.2 The contract shall be deemed effective between the Parties upon WorldConnect's written or electronic order confirmation or upon its dispatch of the SKROSS® Products after receipt of the purchase order without order confirmation. If the contract is concluded in writing, it shall become effective as of the date of the last signature.
- 3.3 When a contract is entered with Customer, subsequent amendments and additions to the contract shall only be effective if set out in writing and signed by both parties.

4. Intended Use, Manufacturer's Information

- 4.1 WorldConnect is in no case obliged to enquire the intended use by Customer of the SKROSS® Product.
- 4.2 If the written Manufacturer's Information, including, but not limited to, information about the purpose and use of SKROSS® Products differs from information provided to Customer by WorldConnect's employees, only the Manufacturer's Information shall be binding. Should the Manufacturer's Information be incomplete, it is the sole duty of Customer to clarify the correct use and application of the SKROSS® Product with WorldConnect. WorldConnect hereby declines any liability for inadequate advice and/or information provided to Customer.

5. Prices

- 5.1 Unless expressly agreed otherwise in the order confirmation, all price quotations shall be deemed net of value added tax and any deduction. Prices shall apply according to the INCOTERMS set out in Clause 9.1 unless agreed otherwise in the order confirmation. Any cost of carriage and delivery, taxes, levies, customs duties and other dues and fees as well as any loss or damage of the SKROSS® Products are to be borne by the Party determined by the applicable INCOTERMS. If deliveries are made with EU pallets, Customer shall return the same number of undamaged EU pallets and shall be charged for missing and/or

damaged pallets.

- 5.2 If WorldConnect quoted an all-in price for multiple supplies of SKROSS® Products, any purchase order in deviation of the quotation shall entitle WorldConnect to adjust the price accordingly in which case quantity discounts and/or other rebates may be forfeited.
- 5.3 Prices quoted "carriage paid" shall be subject to unimpeded and secure traffic on the access roads. Customer shall ensure sufficient access for the delivery vehicles which shall be unloaded without delay. Costs of dead freight or losses due to, but not limited to, delayed unloading, shall be for Customer's account.

6. Supply, Carriage and Default of Acceptance

- 6.1 SKROSS® Products ready for dispatch shall be promptly called off by Customer. Partial call- offs shall not be allowed. Unless otherwise agreed, SKROSS® Products shall be supplied with customary packing.
- 6.2 WorldConnect is entitled to combine the delivery of several purchase orders under the same customer number or delivery address and to deliver them as a collective shipment. Should Customer require individual deliveries, the extra cost related thereto shall be charged to Customer.
- 6.3 Should Customer's purchase order amount to less than a minimum order value stated in the quotation or order confirmation, Customer shall be charged a minimum quantity surcharge.
- 6.4 Customer shall promptly inspect every delivery upon arrival for the correct identity and quantity of the ordered SKROSS® Products and possible transport damage suffered in transit to the extent WorldConnect is responsible for such transport. Any deviation in identity and quantity of SKROSS® Products shall be promptly reported to WorldConnect. Any transport damage shall be promptly confirmed by the carrier upon delivery of the SKROSS® Products to Customer.
- 6.5 In case of Customer's default of acceptance, WorldConnect shall be entitled to invoice and warehouse the SKROSS® Products at Customer's risk and expense. In case of Customer's default of acceptance, WorldConnect shall be liable for loss or damage of the warehoused SKROSS® Products only in the event of gross negligence.

7. Time of Delivery

- 7.1 WorldConnect's indication of delivery times or delivery dates shall always be deemed indicative and legally non-binding. Delivery dates set out in WorldConnect's order confirmations shall be indicative as well. Fixed delivery dates expressly set out in an order confirmation may relate to individual items or the entire purchase order.
- 7.2 Clause 8.1 notwithstanding, delivery times shall be counted from the date of the order confirmation (in case of weekends or holidays the next working day). For delivery times

quoted in days only working days shall be counted. If Customer is requested to meet conditions or perform some duties prior to the order confirmation becoming effective such as, but not limited to, set up or issue documents, obtain approvals or execute down payments, the delivery time shall commence on the date when all conditions are met and all duties are performed.

- 7.3 Any meeting of an agreed delivery time shall be subject to unforeseeable circumstances beyond WorldConnect's reasonable control, such as, but not limited to, force majeure, acts of war, interventions or limitations of authorities, delays in transport and/or customs clearance, damage in transit, energy and raw materials shortages, labour disputes and the like.
- 7.4 In cases mentioned in Clause 7.3, WorldConnect shall be entitled to withdraw from the contract without costs or indemnity. Pending such withdrawal, Customer shall remain bound by the contract. Partial performance of WorldConnect's obligation shall be invoiced according to the contract. Down payments of Customer shall be refunded or compensated against outstanding claims of WorldConnect. Other than the foregoing, Customer shall not be entitled to direct any further claims against WorldConnect.
- 7.5 If a fixed delivery date is agreed by WorldConnect in writing and there is a negligent delay by WorldConnect, Customer's sole entitlement shall be to withdraw from the unfulfilled part of the contract provided a reasonable extension of the deadline was agreed in writing between the Parties but the extended deadline was not met by WorldConnect. Customer's right of withdrawal shall be forfeited if the SKROSS® Products are ready for dispatch at the time of expiry of the extended deadline. WorldConnect's part-shipments shall not be rejected.

8. Performance, Place of Performance, Passing of Risk and Rewards

- 8.1 The place of performance shall be determined by WorldConnect. Unless otherwise set out in WorldConnect's quotation or order confirmation, deliveries and prices are deemed FCA warehouse indicated by WorldConnect (e.g. warehouse in Hamburg, Germany) or FOB sea port Bangkok, in each case according to the INCOTERMS 2020. Risk and rewards shall pass from WorldConnect to Customer in line with the agreed INCOTERMS. Same applies also in case of drop-shipments. Unless otherwise agreed in writing, deliveries are made uninsured by WorldConnect. WorldConnect endorses no liability for theft, loss or damage of any kind of SKROSS® Products in transit and, hence, is not responsible for their timely dispatch or damages caused otherwise, e.g., but not limited to, due to bad weather conditions and the like.
- 8.2 If the contract provides for delivery against call-offs, the SKROSS® Products shall be deemed called off and, hence, the risk deemed to have passed no later than three days after the call-off date notified by Customer.

- 8.3 Quality tests agreed separately shall not affect the provisions relating to the place of performance and passing of risk and rewards in this Section 8.
- 8.4 Returning and/or exchanging delivered SKROSS® Products to WorldConnect is excluded and shall constitute a contract withdrawal by Customer according to Section 11. Should WorldConnect agree to returning and/or exchanging SKROSS® Products in a specific case, it shall be entitled to charge a reasonable handling fee.
- 8.5 Retention of title.
- 8.5.1 The delivered SKROSS® Products (Reserved Goods) shall remain the property of WorldConnect until full payment of all present and future claims arising from the purchase contract and an ongoing business relationship (Secured Claims).
- 8.52 As long as title has not yet passed to the Customer, the Customer shall not be entitled to pledge the Reserved Goods to third parties or to assign them by way of security. However, the Customer is entitled to use the Reserved Goods and to resell them in the ordinary course of business as long as it is not in arrears with his payment obligations. The Customer assigns to WorldConnect by way of security any claims against its business partners arising from the resale in the amount of the final invoice amount agreed with WorldConnect (including VAT). WorldConnect accepts the assignment.
- WorldConnect revocably authorizes the Customer to collect the claims assigned to WorldConnect for its account in its own name. This shall not affect WorldConnect's right to collect the claims itself. However, WorldConnect shall not collect the receivables itself and shall not revoke the direct debit authorization as long as the Customer duly meets its payment obligations.
- 8.5.2 If the Customer is in breach of contract with WorldConnect, in particular if the Customer is in default with the payment of the purchase price, WorldConnect shall be entitled to rescind the purchase contract and demand the return of the Reserved Goods from the Customer, provided that WorldConnect has unsuccessfully set a reasonable deadline for payment. This shall not apply if the setting of a deadline is dispensable under the statutory provisions. The demand for return of the Goods does not constitute a declaration of rescission; rather, WorldConnect is entitled to merely demand the return of the Goods and reserve the right to rescind the contract.
- In the event of a breach of contract, WorldConnect may demand that the Customer discloses the assigned claims and the respective debtors, informs the respective debtors of the assignment and hands over to WorldConnect all relevant documents and provides all information required by WorldConnect to assert the claims.
- 8.5.3 If the Customer files for insolvency, it shall immediately notify WorldConnect thereof in writing. If the Reserved Goods are seized by third parties or are subject to other interventions by third parties, the Customer shall, as long as title has not yet passed to it,

inform the third party of WorldConnect's ownership rights and notify WorldConnect immediately in writing so that WorldConnect can enforce its ownership rights. The Customer shall be liable to WorldConnect for any judicial or extrajudicial costs incurred in this connection unless the third party is able to reimburse WorldConnect for such costs.

9. Payment Conditions

- 9.1 Unless otherwise agreed in WorldConnect's quotation or order confirmation, all SKROSS® Products ordered shall be paid by Customer in advance.
- 9.2 If a payment date is agreed, payment shall be made in time and the amount shall be credited to WorldConnect's bank account latest on the due date.
- 9.3 Non-payment on due date shall constitute a default without prior reminder or notification. WorldConnect shall be entitled to charge late interest at the rate of 5% p.a. over the CHF interest rate of the Swiss National Bank. If a payment reminder proves unsuccessful, WorldConnect shall be entitled to commission a collection agent or law firm, whose fees and costs shall be borne by Customer.
- 9.4 Customer shall not be entitled to withhold payments on grounds of any warranty claims made. Any set-off with counterclaims shall be expressly excluded.
- 9.5 A payment shall be deemed effected on the value date of the booking on WorldConnect's bank account.
- 9.6 If Customer is in default with a payment or other performance, or reasonable doubts arise about Customer's creditworthiness, WorldConnect shall be entitled as follows:
- postpone fulfilment of all its own obligations pending completion of the outstanding payment or other performance by Customer; or
 - accelerate the maturity of all its receivables; or
 - withdraw from all pending contracts in accordance with clause 11.1.2 and to claim compensation and indemnification for non-performance; or.
 - choose more than one of the above options and require additional collateral from Customer. Customer shall, upon WorldConnect's first request, secure all of the outstandings by assignment and/or granting a lien on its assets in favour of WorldConnect.
- 9.7 Full and timely payment of invoices are the prerequisites for benefitting of rebates and/or discounts granted by WorldConnect.
- 9.8 If instalments are agreed and Customer is in default for one or all instalment by more than 10 days, all outstanding instalments shall become due and payable immediately without extension of the due dates.

10. Product Warranty

- 10.1 WorldConnect's limits its product warranty to product defects due to failures in

workmanship and material for a period of two (2) years as of evidenced date of delivery of the Contract Product, provided, however, all instructions of use, operation and application of the SKROSS® Product have been observed and the SKROSS® Product was deployed according to its intended use and/or was properly warehoused according WorldConnect's instructions.

10.2 WorldConnect further warrants that its SKROSS® Products meet the guaranteed properties and are suitable for their intended use.

10.3 WorldConnect only warrants that its Products (i.e. travel adapters, USB-chargers, USB-cables, batteries and travel accessories etc.) are compliant with their specifications and, as applicable, the EU Regulation 765/2008 regarding the CE-mark, the RoHS-Directive 2011/65/EU on the restriction of the use of certain hazardous substances in electrical and electronic equipment, and the EU-REACH Regulation No. 1907/2006 on the Registration, Evaluation, Authorization and Restriction of Chemicals. Further, WorldConnect's adapters are fully compliant with the relevant standard 60884-2-5:1995 (or newer) of the International Electrotechnical Commission (IEC) (except for some non-standard versions of two-pole adapters). No further warranties are made.

Such IEC standard is relevant both as an international standard for adapters and as a guideline for nearly all corresponding national laws and regulations which, in certain instances however, may differ from such IEC-standard. As a consequence, specific approvals from the competent local authorities may need to be sought by the Customer for the local sale of certain adapters. Customer hereby acknowledges and accepts that WorldConnect cannot be and is not conversant with all local laws and regulations that may apply to adapters. Customer undertakes to effectively cooperate with WorldConnect in view of complying with such local laws and regulations and accepts that certain Products may not be sold in specific countries.

10.4 In case of a warranty claim, Customer's sole entitlement shall be, at WorldConnect's sole discretion, repair or replacement of the defective product. In no case shall Customer be entitled to withdraw from the contract against repayment of the purchase price (rescission of sale) or to request and compensate any price reduction.

10.5 Any warranty shall lapse if the SKROSS® Products have been modified in any way and the defect is a consequence thereof.

10.6 The basis of the product warranty shall be the condition of the SKROSS® Products at the time of passage of risk pursuant to Section 9.

10.7 Returning defective SKROSS® Products to WorldConnect shall only be permitted if prior written consent from WorldConnect has been obtained. The defect shall, in any case, be substantiated in detail in order for WorldConnect to identify the defect. In case of returns of SKROSS® Products without WorldConnect's prior consent, all carriage and handling costs incurred by WorldConnect in connection with sending back the SKROSS®

Products with no identifiable defects shall be for Customer's account.

- 10.8 If the warranty claim proves justified, WorldConnect shall take the goods back for repair or replacement. WorldConnect may at its discretion grant Customer a credit instead. Warranty and compensation claims in excess of the foregoing shall be excluded within the limits of mandatory law. Any liability for damages, including, but not limited to, direct, indirect, consequential, special and other loss or damage due to loss of sales, profits, savings or due to third party claims as well as for simple negligence shall be expressly waived and excluded. It is Customer's duty to prove WorldConnect's gross negligence.
- 10.9 Any and all warranty claims on the part of Customer against WorldConnect which may arise from their business relation shall become time-barred two (2) years from the date of delivery of the SKROSS® Products to Customer.

11. Cancellation of Contract

- 11.1 The parties shall be entitled to cancel the contract if:
 - 11.1.1 circumstances within Customer's control prevent WorldConnect from sending the SKROSS® Product's ready for dispatch to Customer;
 - 11.1.2 one of the Parties has committed a breach of contract that is not remedied within a remedy period reasonably set by the other Party;
 - 11.1.3 Customer is in breach of the payment terms or concerns have arisen about Customer's creditworthiness and Customer fails, when so requested by WorldConnect, either to make an advance payment or to provide such collateral as WorldConnect shall deem adequate before delivery or performance under the contract;
 - 11.1.4 insolvency/bankruptcy proceedings are opened over a Party or are rejected due to lack of sufficient assets.
- 11.2 The contract may also be cancelled on the above grounds in respect of pending deliveries.
- 11.3 Subject to Clause 10.4, Customer's liability claims against WorldConnect resulting from their business relationship shall be time barred after two (2) years as from the date the damage was known and shall in all cases be limited to the value of the delivery of the SKROSS® Products that caused the damage. In no event shall WorldConnect be liable for indirect, consequential, special and other damage or damages due to loss of sales, profits, savings or due to third party claims as well as for simple negligence. It is Customer's duty to prove WorldConnect's gross negligence.
- 11.4 Without prejudice to any compensation claims of WorldConnect and in case of cancellation of the contract by WorldConnect, the deliveries or partial deliveries already made shall be invoiced and paid by Customer in accordance with the contract. Same shall apply if Customer has not yet taken delivery of the SKROSS® Products or preparatory actions were executed by WorldConnect in view of fulfilling the contract. In any case, WorldConnect shall be entitled to request the return of SKROSS® Products already

delivered.

12. Intellectual Property Rights (IPR)

- 12.1 Customer shall be entitled to use WorldConnect's brands, trademarks, trade names, patents or designs for its own purposes where such use is unavoidable in connection with the resale of SKROSS® Products. Any misuse shall entitle WorldConnect to claim damages from Customer. All advertising by Customer relating to SKROSS® Products shall require the prior written consent of WorldConnect. Customer shall not infringe any third-party patents or trademarks or know-how. If third parties direct claims in respect of such IPR infringement in or out of court against WorldConnect for which Customer is responsible, Customer shall defend, indemnify and keep WorldConnect harmless from and against such claims. If such claims are directed against Customer, Customer shall immediately notify WorldConnect accordingly. If claims for third-party IPR infringement are directed against WorldConnect for which Customer is not responsible, Customer shall, when so requested by WorldConnect, return to WorldConnect all SKROSS® Products relating to such infringement and still held in storage on its premises against reimbursement of the purchase price and return dispatch costs, and to destroy or amend all advertising materials relating to the incriminated SKROSS® Products. In such a case and except for the aforementioned reimbursements, Customer shall have no further claim whatsoever against WorldConnect.

13. Applicable Law and Jurisdiction

- 13.1 The ordinary courts at the place of business of WorldConnect shall be competent.
- 13.2 All contracts entered into by the Parties shall be governed by Swiss law excluding its conflict of law provisions and the United Nations Convention on Contracts for the International Sale of Goods.
- 13.3 If individual provisions of these General Terms and Conditions are invalid, in whole or in part, the other provisions shall remain effective.

WorldConnect AG, April 2024