



GENERAL TERMS AND CONDITIONS FOR CUSTOMERS USE OF NORDIC HOPS PRODUCTS AND SERVICES

1. GENERAL

1.1 These general terms and conditions for customers use of Nordic Hops products and services (the "**General Terms & Conditions**") shall apply to the use of the Service provided by Nordic Hops AB (559266-1879), Dahls Backes Väg 13, 273 55 Brösarp, Sweden ("**Nordic Hops**") to the Customer. By agreeing to an Order, the Customer agrees to strictly adhere to the General Terms and Conditions and to be legally bound to them in relation to the Customer and its officers, employees and representatives.

1.2 Capitalized terms used in these General Terms and Conditions or elsewhere in the Agreement and not defined in the Order shall have the following meaning:

(a) "**Agreement**" means together the Order or Signup page, the General Terms and Conditions and any other documentation referenced therein by IRDTRAVEL.

(b) "**Customer**" is identified in the Order or at the Signup page.

(c) "**Customer Data**" shall have the meaning ascribed to it in Section 6.5.

(d) "**Notified Change**" shall have the meaning ascribed to it in Section 2.2.

(e) "**Order**" means any quote, proposal, estimate or other offering of services directed to the Customer and which is accepted by the Customer by other means than through the Signup page, including agreements referring to these General Terms and Conditions.

(f) "**Party**" and "**Parties**" mean Nordic Hops and the Customer (individually and collectively).

(g) "**Service**" means the service that Nordic Hops shall provide on a continuous basis during the accepted payment plan, as further described at the Site.

(h) "**Signup page**" means the page at the Site where the Customer creates leaves his information and signs up to the Service or Product.

(i) "**Site**" means the website from which the Service is being provided, i.e. <http://www.nordic-hops.com/>.

2. PROVISION OF THE SERVICE

2.1 Nordic Hops shall; i) upon completion of registering the Customer's account, configure the Service for the Customer in accordance with the Customer's written requirements provided to, and accepted by Nordic Hops, and thereafter provide the Customer with the product and or service, and ii) upon completion of the foregoing point (i), make the Service

or Product available to the Customer at their location and/or by pickup at Nordic Hops production facility.

2.2 Nordic Hops may, from time to time without prior written notice, make changes to the Site and the Service as well as the provisions of this Agreement. However, if any major changes are made that could other than insignificantly affect the Customer's use of the service, Nordic Hops shall provide the Customer with at least thirty (30) days' prior written notice (a "**Notified Change**"), by email or by posting the notice in the Service or at the Site. If the Customer does not accept a Notified Change it shall, prior to the expiration of the notice period of the Notified Change, inform Nordic Hops thereof in writing and shall be entitled to terminate the Agreement upon fifteen (15) days' written notice (however, Nordic Hops may then decide not to effectuate the Notified Change, in which case the Customer's termination shall become void). For the avoidance of doubt, any continued use by the Customer of the Service following the effective date of the Notified Change (or any other change) constitutes acceptance by the Customer of the Notified Change.

2.3 The Service and or Product shall be provided in accordance with laws and regulations applicable to Nordic Hops in its capacity as a supplier of hops or hops related business development services.

2.4 The Services and the Customer Data are operated, monitored and backed-up by Nordic Hops IT partner. Nordic Hops shall ensure that its IT partner takes, implements and maintains an up-to-date industry security standard, including technical and organizational measures against computer viruses and/or malicious and/or harmful software on the software included by Nordic Hops in the Service.

2.5 Nordic Hops has the right, without liability to refund or compensate the Customer, to temporarily suspend the provision of the Service should Nordic Hops, in its professional discretion, suspect that the Customer's use of the Service causes or imposes, or may cause or impose a risk for, system failure or a security threat to the Service or other customers' use of services from Nordic Hops. Nordic Hops shall inform the Customer hereof without undue delay.

3. FEES AND PAYMENT

3.1 The Customer shall pay the service fee or product cost stated in the Order or at the Order Page, in accordance with the payment plan included therein or as received over email.

3.2 All fees in the Agreement are (i) non-refundable (e.g. as regards partial months of Service), (ii) not subject to set-off



and (iii) exclusive of VAT and other taxes and/or duties. Terms of payment are fourteen (14) days from date of invoice.

3.3 For any overdue payments, Nordic Hops shall have the right to charge a monthly interest of 3 percent based on the outstanding overdue balance. If payment of any amount is more than ten (10) days past due, Nordic Hops may, without any liability whatsoever, terminate or suspend the provision of the Service or access to the Customer's account(s) upon two (2) days prior written notice to the Customer. The Customer shall be liable for any payment collection costs and reasonable attorney fees and expenses incurred by Nordic Hops in connection with overdue payments.

4. CUSTOMER OBLIGATIONS

4.1 The Customer is solely responsible for maintaining the confidentiality of its log-in information and Nordic Hops shall have no responsibility for any unauthorized use of the Customer's account.

4.2 The Customer is responsible for and agrees among other things:

(a) adhere to such other instructions and policies regarding permitted use of the Service that Nordic Hops from time to time issues in writing.

4.3 The Customer shall, upon request, grant access to and provide Nordic Hops with information about the Customer to the extent relevant and required to perform the Service. The Customer shall cooperate with Nordic Hops as reasonably required for the provision of the Service.

4.4 The Customer shall indemnify and hold harmless Nordic Hops from any and all claims, liabilities, damages and/or costs (including but not limited to, reasonable attorneys' fees) relating to any breach of the Agreement by Customer.

5. LIABILITY FOR DEFECTS

5.1 Nordic Hops warrants to the Customer that for each product or service which the Customer has paid the applicable service and/or product fees, the Service and or Product will in all material aspects conform to the service description available at the Site.

5.2 Nordic Hops is not liable for any breach of the warranties contained in Section 5.1 relating to: (i) the use of the Service not in accordance with the Agreement; (ii) breach of the Customer's obligations included in the Agreement; or (iii) a third party other than a sub-contractor of Nordic Hops (it is noted that the third party provider of the Payment Service is

not a sub-contractor of Nordic Hops) or the Customer. In order not to lose its right to make any claims under the Agreement, the Customer must promptly inform Nordic Hops of the warranty breach and provide a reasonably detailed description of the breach.

5.3 Nordic Hops makes no express or implied warranties and assumes no liability with regard to any third party service made available/accessible from the Service, such as but not limited to the Payment Service.

5.4 The Customer's sole remedy and Nordic Hops sole obligation for a breach of Section 5.1, shall (at Nordic Hops option and expense) be to (i) correct or re-perform the relevant part of the Service, within a reasonable time or (ii) repay a proportionate share of the service fee paid for the relevant subscription period.

5.5 Except for the express warranties set forth in these General Terms and Conditions and to the fullest extent permitted by applicable law, Nordic Hops makes no warranties or representations of any kind, either express or implied, statutory or otherwise in relation to any subject matter of the Agreement, including without limitation any warranties of merchantability, satisfactory quality, timely and error-free performance, availability, fitness for a particular purpose and non-infringement and the Service is provided "as is".

6. INTELLECTUAL PROPERTY RIGHTS

6.1 As between the Parties, all intellectual property rights in the Service and the Site, including changes, updates or modifications thereof as well as any other result created, directly or indirectly, in the provision of the Service, are and remain exclusively vested with Nordic Hops. Except as expressly provided otherwise in this Section 6, no licenses under any copyrights, trademarks, design right or other intellectual property rights are granted to the other Party hereunder.

6.2 Subject to the Customer paying the fees specified in the Agreement and to the limitations set out in Section 6.3, Nordic Hops grants to the Customer a right to access and use the Service and/or product, during the term of and in accordance with the Agreement.

6.3 The Customer grants to Nordic Hops a license to use (and, where applicable, allow sub-contractors to use) intellectual property rights of the Customer, e.g. design rights, trademarks, logotypes, etc., to the extent relevant for the provision of the Service.



7. CONFIDENTIALITY

7.1 During the term of the Agreement and thereafter, each Party undertakes not to disclose any information about or related to the other Party's business of a nature that would normally be regarded as a business or professional secret, whether or not it is stated to be confidential and which is not in the public domain unless: (i) such Party is requested or required to do so by law or court order; (ii) such disclosure has been consented to by the other Party in writing; or (iii) the information is disclosed to its representatives who make no other use of the information than for assisting the Party and who are bound by a duty of confidence corresponding to this Section 7 and which applies to any information disclosed.

7.2 If a Party becomes required, in circumstances contemplated by point (i) in Section 7.1 to disclose any information, such Party shall, to the extent permitted by law, inform and consult with the other Party regarding the intended disclosure.

7.3 Notwithstanding Sections 6 and 7, Nordic Hops may refer to the Customer as its customer in marketing material without the Customer's prior written approval.

8. PERSONAL DATA

8.1 Each Party shall be responsible for ensuring that its processing of personal data complies with applicable law. To the extent that Nordic Hops processes personal data as a data processor on behalf of the Customer (being the data controller) in performing Nordic Hops obligations under the Agreement, Article 28(3) of the GDPR (Regulation (EU) 2016/679) is incorporated herein by reference. The subject matter, duration, nature and purpose of the processing and the type of personal data and categories of data subjects follow from the Agreement.

8.2 The Customer shall, easily accessible on its website, provide the following link nordic-hops.com/privacy-policy to Nordic Hops privacy policy. Further, the Customer shall ensure that its website contains information on its use of cookies, in accordance with applicable law.

9. LIMITATION OF LIABILITY

9.1 In addition to the limitation of Nordic Hops liability for breach of warranties regulated in Section 5, the following limitations set out in this Section 9 apply.

9.2 In no event shall Nordic Hops be liable to the Customer for indirect or consequential damages, including but not limited to, loss of production, business, investment, revenue,

goodwill or data. Thus, in no event shall Nordic Hops be liable for any missed opportunities as regards potential or actual customers or have any other liability relating to the relationship between the Customer and its customers. The exclusion of liability shall apply irrespective of whether or not such loss or damage was possible to anticipate.

9.3 The annual liability of Nordic Hops under this Agreement shall be limited to an amount equal to fifty (50) percent of the total fees paid by the Customer to Nordic Hops during the preceding 12-months' period. If the event giving rise to the damages occurs during the first twelve (12) months, the liability shall be limited to fifty (50) % of the fees paid up to the event given rise to the damages adjusted to a twelve (12) months' subscription period.

9.4 The foregoing limitation of liability shall not apply to violations of intellectual property rights of the other Party, breaches of confidentiality obligations under Section 7, the Customer's obligation to pay applicable fees or breaches resulting from an intentional or grossly negligent act or omission of a Party.

10. TERM AND TERMINATION

10.1 The Agreement shall enter into force upon the acceptance of the initial Order or completion of the signup procedure at the Signup page or as agreed upon over email.

10.2 Each Party may terminate the Agreement with immediate effect by giving written notice to the other Party if: (i) such Party commits a material breach, and fails to remedy such breach (in case such breach is capable of remedy) within ten (10) days of notice from the other Party specifying the breach; or (ii) such Party is declared bankrupt, enters into liquidation, commences composition or restructuring proceedings or arrangements with a major part of its creditors or otherwise is or becomes insolvent.

10.3 Upon termination of this Agreement (i) the Customer shall cease using the Service and return to Nordic Hops all software and associated documentation and destroy all copies thereof in its possession, (ii) Nordic Hops shall return to the Customer all Customer Data and (iii) provisions hereof that due to their nature are intended to survive, shall survive the termination of this Agreement.

11. MISCELLANEOUS

11.1 This Agreement constitutes the entire agreement of the Parties with respect to its subject matter and supersedes and



replaces all prior oral and written agreements related to the subject matter.

- 11.2 The Agreement may not be amended except by a written agreement signed by the Parties. No waiver of a breach of or default under the Agreement will be valid unless the waiver is in writing and signed by the Party giving the waiver. No waiver will be deemed a waiver of any subsequent breach or default.
- 11.3 All notices related to this Agreement shall, unless otherwise stated herein, be in writing and shall be deemed to be validly given when delivered personally or mailed by registered or certified mail or email (return receipt requested) to the other Party at the address set forth in the Agreement.
- 11.4 If a Party is prevented from performing its obligations due to circumstance beyond that Party's control, such as natural disasters, labour disputes, amendment to laws, government intervention, and errors or delays in services from a sub-contractor for reasons of force majeure, this shall constitute grounds for an increase in the amount of time available for performing a task as well as relief from damages and any other sanctions. If, due to the circumstances mentioned above, the performance is prevented for longer than two (2) months, each Party has the right to terminate the Agreement with immediate effect. Each Party shall immediately notify the other Party in the event of a force majeure situation that prevents performance.
- 11.5 Neither Party may assign the Agreement in whole or in part without the other Party's prior written consent, provided that Nordic Hops may assign this Agreement in whole or in part to an affiliate of Nordic Hops.
- 11.6 Nordic Hops may use sub-contractors (including sub-processors, in or outside of the EU/EEA) for the performance of its obligations under the Agreement, e.g. IT partners, without the separate approval of the Customer. Nordic Hops shall be liable for the sub-contractor's work and performance as for its own.

12. GOVERNING LAW; JURISDICTION

- 12.1 This Agreement shall be governed by and construed in accordance with the substantive laws of Sweden. Any dispute, controversy or claim arising out of, or in connection with this Agreement shall be settled by the courts of Sweden, with the district court of Stockholm as first instance.