GENERAL TERMS AND CONDITIONS

OF THE CONTRACT OF SALE

These general terms and conditions for the contract of sale shall be valid from 11 April 2026.

1. General

   1.1 These general terms and conditions (the "**General Terms**"), as amended from time to time, govern a contract of sale of servers, server components, networking equipment and other goods entered into by the Seller and the Purchaser.

   1.2 The contract of sale of servers, server components, networking equipment and other goods (the "**Contract**") shall be deemed concluded upon and on the date of the duly issuance of the Order Confirmation by the Seller.

   1.3 By the Contract, a Seller undertakes to sell ordered Goods to the Purchaser and to allow the transfer of ownership to the Purchaser, and the Purchaser undertakes to pay the Purchase Price for the Goods to the Seller and to take delivery of the Goods.

2. Contractual Documents

   2.1 The Contract consists of these General Terms published on the Seller's website: https://fstor.iptp.net/files/general-terms-of-sale-2026-04-11.pdf, as last amended at the time of issuance of the corresponding Order Confirmation, the Special Terms, as well as duly issued Order Confirmations, Proforma Invoices and other written appendixes (together the "**Contractual Documents**").

   2.2 Any terms deviating from the ones herein shall be agreed between the Seller and the Purchaser in writing in a form of Special Terms or be reflected in the Order Confirmation, Proforma Invoice or any other invoices duly issued by the Seller.

   2.3 In case of any discrepancies between the Special Terms and General Terms, the Special Terms shall prevail. In case of any discrepancies between other Contractual Documents, the latter document shall prevail.

   2.4 Any capitalized terms used in the Contractual Documents shall have the meanings ascribed to those in the Special Terms and the General Terms, unless defined otherwise.

3. Orders

3.1 To order the servers, server components, networking equipment and other goods (the “**Goods**”), the Purchaser places an order with the Seller (the “**Order**”). The Order constitutes an offer by the Purchaser to purchase the Goods in accordance with these General Terms and Special Terms concluded between the Parties. Each Order should be placed with the Seller in the form reproducible in writing via e-mail and contain at least the following information: description of the Goods with a part number or quote number, if applicable; quantity of the Goods; the description of the condition (either used or new); and the delivery destination address. The Purchaser must ensure that the terms of the Order are complete and accurate.

3.2 The Seller may, at their discretion, request that the Purchaser completes and duly signs the end-user certification (the “**End-User Certification**”) in connection with the Order, the form of which is accessible on the Seller’s website: https://fstor.iptp.net/files/general-terms-of-sale-2026-04-11.pdf. The Seller reserves the right to require additional information and further cooperation from the Purchaser to verify the accuracy and completeness of the data provided in the End-User Certification to the Seller’s satisfaction. The Seller may suspend the delivery of the Goods if End-User Certification is not provided or found unsatisfactory.

3.3 The Purchaser shall assume full liability for selecting the model and specifications of the Goods. The Seller shall bear no liability for the Purchaser’s selection of the Goods or their specifications. Any recommendations or advice provided by the Seller are given solely for informational purposes and shall not relieve the Purchaser of its obligation to assess and determine the suitability of the selected Goods for their intended purpose.

3.4 Based on the Order placed, and the information exchanged and negotiated between the Parties the Seller issues a quotation (the “**Quotation**”). A Quotation for the Goods given by the Seller shall not constitute an offer and is valid only on its issue date unless stated otherwise. The Purchaser shall approve the Quotation in the form reproducible in writing via e-mail.

3.5 Subject to the approval of the Quotation by the Purchaser, Seller confirms the Order, including the quantity, the specifications of the Goods, the corresponding prices, payment terms, delivery destination and delivery terms by issuing the order confirmation (the “**Order Confirmation**”). The Seller also issues a **Proforma Invoice** and, when applicable, other invoices.

3.6 Each Order Confirmation duly issued by the Seller shall constitute an inseparable part of the Contract and prevail in case the terms and conditions therein deviate from the General Terms, the Order or any previous communication between the Parties.

3.7 The Seller shall be entitled to update the Order unilaterally by changing the specifications or the quantity of the Goods or adding the Goods to the Order, when such change is caused by the manufacturer of the Goods, and is therefore beyond reasonable control of the Seller, or is dictated by the purpose of the Contract. In such case, the Seller issues updated Quotation and/or updated Order Confirmation to the Purchaser. The Purchaser may reject the changes to the Order by submitting corresponding written notice via e-mail to the Seller within 3 business days after the issuance of the updated Quotation or Order Confirmation. In absence of the refusal, the updated Order Confirmation becomes binding for the Parties.

3.8 In case the Purchaser duly refuses the changes made to the Order (including the change of the Purchase Price as stipulated in Clause 3), the Order gets cancelled and, when applicable, the Seller refunds the prepayment transferred for such Order. The Seller shall not be required to pay interest on money refunded.

4. Prices and Payment Terms

4.1 The purchase prices of the Goods (the “**Purchase Price**”) and other fees applicable, as well as the payment terms, are set out in the Order Confirmation and reflected in corresponding Proforma Invoice or other invoice. The Purchaser shall pay for the Goods in accordance with the corresponding Proforma Invoice and, where applicable, the other invoices issued by the Seller.

4.2 The Purchase Price and other fees set out in the Order Confirmation and Proforma Invoice are valid until the due date set out in the Proforma Invoice or the corresponding invoice. If the Purchaser delays any payment indicated in the Proforma Invoice or any other invoice, the Seller has the right to adjust the Purchase Price and / or other fees applicable, and the Purchaser shall compensate any difference in the Purchase Price or any fees applicable.

4.3 The Seller shall be entitled to increase the Purchase Price unilaterally, when such change is caused by the manufacturer of the Goods, and is therefore beyond reasonable control of the Seller, or is dictated by the purpose of the Contract. In such case, the Seller issues updated Quotation and/or Order Confirmation and Proforma Invoice. The Purchaser may reject the increase or change of the Purchase Price by submitting corresponding written notice via e-mail to the Seller within 3 business days after the issue of the corresponding Contractual Documentation by the Seller. In absence of the refusal, the updated Purchase Price becomes binding for the Parties.

4.4 The Purchase Price shall be considered as paid from the moment of arrival to the Seller’s bank account free of any charges, limitations, restrictions etc. It is hereby expressly agreed between the Parties, that the risk of seizure, stoppage or any other restriction connected to KYC, AML, sanctions compliance or other reasons applicable to any payment effected by the Purchaser, shall be sole risk of the Purchaser and the Seller shall in no event be held liable for any delays caused by such occurrences in performance under the Contract.

4.5 In the event of a delay in the performance of a monetary obligation by the Purchaser, the Seller has the right to demand payment of a penalty for late payment in amount of 0,05% per day for each day of delay until the due fulfilment of such obligation.

4.6 The Seller shall be entitled, without any prior notice, to stop any deliveries (including those already paid for by the Purchaser) of the Goods and any other performance under the Contract in case of any delay with contractual payments by the Purchaser, until full payment of any delayed payments, penalty or other interests and reimbursement of any damages caused to the Seller by such breach of Contract by the Purchaser. Any costs and risk related to such stoppage shall be solely borne by the Purchaser.

5. Delivery

5.1 **FCA**. Delivery of the Goods shall be carried out in accordance with FCA Incoterms®. The Seller shall deliver the Goods by handing the Goods over to the carrier contracted by the Seller at the Purchaser’s expense. The Seller’s obligation to deliver the Goods to the Purchaser (the “**Delivery**”) shall be deemed performed upon handing the Goods over to the carrier at the place of delivery provided in the Order Confirmation, who is required to carry the Goods from the place of delivery to the delivery destination as set out in the Order Confirmation (the “**Destination Address**”).

5.2 The Seller shall notify the Purchaser that the Goods have been handed over to the carrier.

5.3 It is expressly understood by the Parties that the Purchaser shall bear all and any risks of accidental loss of or damage to the Goods upon the Delivery.

5.4 **EXW**. Subject to additional separate agreement between the Parties in form reproducible in writing via e-mail, the Delivery might be executed based on EXW Incoterms®. In such case the Seller shall make the Goods available and ready to be picked up by the Purchaser at the Seller’s premises or such other location as provided in the Order Confirmation (the “**EXW location**") and notify the Purchaser that the Goods are ready to be picked up, and the Purchaser shall pick the Goods up from that location. The obligation to deliver the Goods to the Purchaser shall be deemed to have been performed when the Seller has made the Goods available to the Purchaser at the applicable EXW location and has notified the Purchaser thereof.

5.5 The Purchaser shall pick up the Goods latest within ten (10) calendar days upon the receipt of notification of Delivery from the Seller.

5.6 Upon the Seller's request, the Purchaser shall provide the Seller with the copy of the CMR and/or any other transport documentation following the completion of Goods transportation, at the Purchaser's risk and cost.

5.7 **Delivery term**. The Purchaser may indicate the desired time of the Delivery when placing the Order. The Seller takes such request into account in the best reasonable manner. Nonetheless, the Parties commonly understand that such Delivery term is non-binding for the Seller as is depending on the manufacturer of the Goods and is, therefore beyond reasonable control of the Seller.

5.8 **Insurance**. The Seller is not required to obtain a cargo insurance. Nonetheless, the Parties may additionally agree otherwise. In such case, an insurance agreement shall entitle the Purchaser to claim directly from the insurer and the insurance shall cover at least 110% of the corresponding invoice amount. An insurance shall be obtained solely at the Purchaser's cost and risk.

5.9 **Conformity of the Goods**. Upon Delivery of the Goods the Purchaser shall, at its sole discretion, cost and risk, promptly examine the Goods in terms of a) their specifications and conformity to respective Order Confirmation; b) quantity; and c) any defects that can be discovered by reasonable visual inspection.

5.10 The Purchaser shall notify the Seller of any non-conformity of the Goods within 3 business days from the date of arrival of the Goods to the Destination Address. Later complaints will not be accepted, unless there's a hidden defect which is subject to the manufacturer's warranty policy.

5.11 In case of non-conformity duly reported by the Purchaser, such non-confirming Goods shall be replaced by the manufacturer in accordance with manufacturer's relevant procedures. No additional claims shall be admissible from the Purchaser and no remedies available for the Purchaser, in addition to the remedies expressly set forth in relevant procedures and/or warranty terms of the manufacturer. The Seller shall use its best endeavours to help the Purchaser in establishing the communication with the manufacturer, nonetheless, shall not be obliged to mediate such communication.

5.12 **Legal title**. Legal title to the Goods shall pass from the Seller to the Purchaser only upon full payment of the Purchase Price and on completion of the Delivery.

6. Warranty

6.1 The Goods shall be subject to the manufacturer's warranty terms and conditions, as may be amended from time to time. In case of any warranty obligation of the manufacturer, the matter shall be handled in accordance with warranty terms and conditions of the manufacturer, applicable at the time of handling such warranty matter.

6.2 The Seller provides no additional warranties, nor shall any such warranties be inferred from the Seller's actions or communication.

7. Sanctions compliance

7.1 As the Goods sold by the Seller include the servers, server components and other equipment, the Seller demands that the Purchaser is fully compliant with the sanction laws and regulations of the EU, UK and OFAC, and such other local laws and regulations, as may be applicable to the Purchaser and the Goods.

7.2 Amongst other restrictions and obligations set out in the sanctions laws and regulations the Purchaser shall not sell, export or re-export, directly or indirectly, to the Russian Federation / Belarus or for use in the Russian Federation / Belarus any Goods supplied under or in connection with the Contract.

7.3 The Purchaser shall undertake its best efforts to ensure that the purpose of paragraph 7.2 is not frustrated by any third parties further down the commercial chain, including by possible resellers.

7.4 The Purchaser shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph 7.2.

7.5 The Purchaser shall immediately inform the Seller about any problems in applying paragraphs 7.2, 7.3 or 7.4, including any relevant activities by third parties that could frustrate the purpose of paragraph 7.2. The Purchaser shall make available to the Seller information concerning compliance with the obligations under paragraphs 7.2, 7.3 or 7.4 within two weeks of the simple request of such information, including providing the confirmation of the correctness or completeness of the End-User Certification to the Seller's satisfaction.

7.6 Any violation of paragraphs 7.2, 7.3 or 7.4 shall constitute a material breach of an essential element of the Contract. The Seller shall be entitled to seek appropriate remedies, including, but not limited to using either separately or in combination the following remedies: (i) immediate termination of the Contract; and (ii) a contractual penalty in an amount equal to 100% of the total value of the Contract or the price of the Goods exported, whichever is higher, without prejudice to the Seller's right to claim and recover any further losses, damages, penalties, fines or costs incurred, to the extent permitted by applicable law.

7.7 The Purchaser acknowledges that select Goods provided by the Seller may be subject to further anti-money laundering (AML) and sanctions compliance requirements. Accordingly, the Purchaser undertakes to fulfil any additional requirements specified by the Seller in relation to these Goods.

7.8 The Parties undertake to cooperate in good will to ensure the full compliance with the requirements and restrictions set forth with applicable sanctions laws and regulations.

8. Liability

8.1 The Party is liable for damage caused to the other Party with their activity or inactivity where damage is by its intent or gross negligence, except for violations of the obligations set out in Chapter 7, for which the Purchaser shall be liable regardless of culpability.

8.2 There shall be no liability for either Party towards the other Party for loss of production, loss of profit, loss of use, loss of contracts and for any other consequential or indirect loss.

8.3 The Seller shall in no event be liable for any delays with delivery or other non-performance of the Contract, caused directly or indirectly by the manufacturer of the Goods.

8.4 Non-performance by a Party is excused if it is caused by force majeure (the "**Force Majeure**"). Force majeure are circumstances which are beyond the control of the Party and which, at the time the Contract was entered into, the Party could not reasonably have been expected to take into account, avoid or overcome the impediment or the consequences thereof which the Party could not reasonably have been expected to overcome.

8.5 If the effect of force majeure is temporary, non-performance is excused only for the period during which force majeure impeded performance of the obligation.

9. Final provisions

9.1 Any additional agreement that provides for terms and conditions that differ from the General Terms must be concluded as a separate written document signed by both Parties. In the event of any conflict between the documents, the later document shall prevail.

9.2 The Seller may unilaterally amend the General Terms at any time. The Seller publishes amendments to the General Terms on its website: https://fstor.iptp.net/files/general-terms-of-sale-2026-04-11.pdf.

9.3 The possible termination of Contract shall not affect agreements on the resolution of disputes arising from the Contract or other Contract terms concerning the rights and obligations of the parties after termination of the Contract.

9.4 The invalidity or unenforceability of any provision of the General Terms shall not affect the validity or enforceability of any other provision hereof.

9.5 All notices, requests, demands and other communications under the Contract must be given in form reproducible in writing via e-mail to the e-mail addresses provided in the Special Terms, or in a written form to the Party's registered address. Any notice sent by email shall be deemed as delivered on the next business day at latest (i.e., a day other than a Saturday, Sunday or public holiday in a country where either Party is located in) as of sending the notice. Any letter may be delivered by hand or first class pre-paid letter or reputable courier service and will be treated as having been delivered upon actual receipt.

9.6 The Party shall keep the information exchanged between the Parties during the negotiations and confidential information of the other Party which it has obtained in connection with the Contract (the "**Confidential Information**") strictly confidential. The Party shall not disclose any Confidential Information to any third party unless allowed explicitly in writing by the other Party or required by the law. The confidentiality obligation does not apply to the disclosure of data to the Parties' auditors, lawyers, or their parent and subsidiary companies, as well as to the credit institutions upon the corresponding request.

9.7 The Contract and all matters relating hereto shall be governed by the laws of The Netherlands.

9.8 The Parties shall endeavour to resolve any disputes by negotiation. If no agreement is reached, the dispute will be settled in the relevant courts of The Netherlands.