



General Standard Terms and Conditions for sale of Norwia AS

Organizational number 995330067 (hereinafter "Norwia")

Norwia AS

PO Box 14, 3201 Sandefjord
NORWAY



1. ACCEPTANCE

The terms and conditions set out herein shall apply to all purchase orders ("Orders") accepted by Norwia AS, a Norwegian organization with business number 995330067 ("Norwia"), whether for goods and/or services ("Products"). No Order shall be considered accepted unless and until an acknowledgment of acceptance (regardless of form) is issued by Norwia (the "Order Confirmation"). All Orders accepted by Norwia are accepted exclusively on the understanding that the Customer has agreed to the terms and conditions set out herein. Any additional, different or conflicting terms or conditions which may appear on any Order or other documentation issued by the Customer shall not apply to any sale made hereunder and shall not be binding upon Norwia in any way.

Without limiting any other rights or remedies available to Norwia, whether under these terms and conditions or otherwise, Norwia reserves the right to accept or reject any Order, whether in whole or in part, to cancel any unfilled Order, whether in whole or in part, and/or to suspend any shipment of Products, whether in whole or in part, in the event of any breach by the Customer of its obligations to Norwia, whether hereunder or otherwise.

2. ORDERS

Unless previously withdrawn, a quotation by Norwia is valid for the period stated therein, or when no period is stated, 30 days will apply from the date of quotation. Any order arising from a quotation by Norwia shall constitute an offer, which is subject to acceptance and confirmation in writing by letter, email or fax from Norwia (the Order Confirmation).

The specifications of Products/ Services that need special custom design shall be agreed upon in a separate specification letter signed by both Norwia and the Customer. Such specifications shall be attached to the Order Confirmation. The Customer cannot in any way bind Norwia to any special custom design without the written agreement of Norwia.

Unless otherwise specified in the Order Confirmation, Norwia may make partial shipments to the Customer, and the terms and conditions herein shall apply separately for each shipment.

Norwia reserves the right to modify the specifications of the Products from time to time without notice to the Customer. The Customer agrees that Orders may be filled by Norwia notwithstanding any such modifications provided that such modifications do not materially affect the performance, form or fit of the modified Products.

3. ORDERS - AMENDMENTS; TERMINATION

If the Customer seeks to terminate/ amend or change any element of an Order when it's confirmed by Norwia and before that Order has been delivered in its entirety by Norwia, the following shall apply:

If the Customer seeks to reduce the quantity of Products being purchased under the Order, Norwia shall have the right (in addition to any other rights or remedies available to Norwia) to charge the Customer 25% of the order amount for the Products being affected.

4. TERMS OF PAYMENT

All prices for Products will be shown on the Order Confirmation. Unless otherwise agreed to and stated therein, Norwia must receive payment prior to the scheduled shipment date(s) of the Products, failing which, Norwia, in addition to any other rights and remedies available to it, reserves the right to cancel or suspend the Order. Each shipment is considered a separate and independent transaction and payment therefore shall be made accordingly.

Norwia reserves the right to charge interest of 1,5% per month on all overdue accounts.

All Orders are subject to and conditional upon Norwia approving the Customer's credit worthiness. If Norwia, at any time, is not satisfied with the Customer's credit worthiness, Norwia may cancel or suspend shipments and/or Norwia may impose such other terms and conditions or require such security arrangements as Norwia, in its sole discretion, deems appropriate.

All taxes, levies and duties of every kind and nature whatsoever applicable to the Products ("Taxes") shall be the Customer's sole responsibility. Unless clearly identified in an Order Confirmation, the prices shown therein shall not include Taxes.

5. TITLE

5.1. Subject to the provisions of Paragraph 5.2 below, title to and ownership of the Products shall remain vested with Norwia until all amounts due to Norwia from the Customer are paid in full and all terms and conditions set out herein are satisfied, at which time, title thereof shall pass to the Customer. In this regard, the Customer hereby grants to Norwia a security interest in and to such Products to secure the Customer's obligations to Norwia hereunder.

5.2. Notwithstanding the provisions of Paragraph 5.1 above, nothing herein is deemed to give to the Customer any right, title or interest in, or any privilege to use, any Software (as defined herein) delivered as part of or in conjunction with any Products, it being understood and agreed by the Customer that the Customer's rights with respect to the use thereof shall be governed by licensing arrangements, whether set out herein or otherwise. The term "Software", as used herein, means computer programs in machine readable code, provided on Static removable Memory device, disk, semiconductor device or other storage media and includes all documentation used to describe, maintain and use such programs as well as any improvements, revisions, updates and enhancements as may be provided from time to time by Norwia.

5.3. The Customer agrees that notwithstanding any other terms and conditions set out herein, title to and possession of any and all tooling of every kind and nature used in the manufacture, production and/or testing of any Products, including, but not limited to, mask works, art works, fixtures and jigs, remains vested with Norwia.

6. DELIVERY

6.1. All shipments are made Ex Works Norwia - Sandefjord, Norway unless otherwise specified in the Order Confirmation. For Ex Works Norwia - Sandefjord, Norway shipments, risk of (and liability for) loss or damage, whether in transit or thereafter, shall pass to the Customer upon Norwia's delivery of the Products to the carrier. For shipments which are not made Ex Works Norwia - Sandefjord, Norway, unless otherwise specified in the Order Confirmation, risk of (and liability for) loss or damage, shall pass to the Customer upon Norwia's delivery of the Products in accordance with the requirements specified in the Order Confirmation. The provisions of Incoterms latest edition shall apply.

6.2. In the absence of the Customer's specific shipping instructions accompanying an Order, Norwia will select the carrier.

6.3. Delivery dates shown in any Confirmation Order are approximate only. While Norwia agrees to make reasonable efforts to meet the Customer's desired shipping schedule, in no event shall Norwia be liable for damages of any kind or nature due to any delays in delivery, nor shall Norwia be in breach of its obligations to the Customer hereunder.

7. LOSS OR DAMAGE IN TRANSIT

The Customer shall inspect all shipments immediately upon receipt. If there is evidence of loss or damage during transit, the Customer must, within five (5) working days thereof, file a claim with the carrier, with a copy to be provided to Norwia. In the event of a short shipment, claims must be made directly to Norwia, in writing, within five (5) working days after receipt of the Products.

8. WARRANTY

Subject to the limitations and exclusions set out below, Norwia warrants that the Products will be free of defects in material and workmanship and will perform as specified in Norwia's data sheet with respect to same for a period of two (2) years from the date of shipment (the "Warranty Period") for Norwia products.

Norwia's liability under this warranty is limited to repairing or replacing defective Products or, at Norwia's option, Norwia may reimburse the Customer the price paid by the Customer for any defective Products. In no event shall Norwia be liable for damages to the Customer exceeding the sale price for the defective Products.

Final determination as to whether Products are actually defective rests solely with Norwia. For this warranty to apply, the defective Products must be returned to Norwia by the Customer, at Norwia's expense after obtaining a warranty number (RMA number) from Norwia support services, in the original packaging during the Warranty Period.

This warranty shall automatically become null and void if the Products are used in an unreasonable manner or for a purpose other than for the Products' intended purpose or in a manner that exceeds the maximum ratings specified by Norwia's data sheet with respect to same or if the Products were purchased from a source not authorized by Norwia. This warranty also does not apply to Software (as defined in Paragraph 5.2 above) which may be included with any Products.

Before any Products are returned to Norwia, a Return Material Authorization Number (a "RMA Number") must be obtained from Norwia. If an entire shipment is being returned based on a Quality Assurance Sampling Process, the defective Products which were sampled must first be sent to Norwia by the Customer, at the Customer's expense, for testing by Norwia. Once tested by Norwia and provided an RMA Number is issued, the entire shipment may be returned in accordance with Norwia's standard procedures. Products that have been used, damaged or subjected to any production process are not eligible for return.

EXCEPT FOR THE EXPRESS LIMITED WARRANTY STATED ABOVE, NORWIA MAKES NO REPRESENTATION, CONDITION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS AND SPECIFICALLY EXCLUDES ALL IMPLIED CONDITIONS AND WARRANTIES, INCLUDING IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE SOLE OBLIGATION AND ENTIRE LIABILITY OF NORWIA CONTAINED IN THE LIMITED WARRANTY STATED ABOVE IS IN LIEU OF ALL OTHER OBLIGATIONS OR LIABILITIES OF NORWIA TO THE CUSTOMER WHATSOEVER AND HOWSOEVER ARISING, DIRECTLY OR INDIRECTLY, IN CONNECTION WITH THE SALE OF THESE PRODUCTS, THE USE OF THE PRODUCTS OR OTHERWISE, WHETHER ARISING IN CONTRACT,

TORT OR OTHERWISE. IN NO EVENT SHALL NORWIA BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH THE PRODUCTS, THE USE OF THE PRODUCTS OR OTHERWISE, WHETHER FOR LOSS OF PROFITS, BUSINESS REVENUES OR OTHERWISE.

9. NON-WARRANTY RETURNS

Products will not be accepted for return for non-warranty reasons without the express prior written approval of Norwia. An RMA Number must be obtained from Norwia prior to the Customer returning any Products.

10. PATENT INDEMNITY

If the Customer is threatened with any action alleging that the Products in the form supplied by Norwia infringe any patent, copyright registered design, design right or other intellectual property rights, then Norwia will indemnify the Customer against any final award of damages and costs against the Customer arising from such action, provided that the Customer promptly informs and fully co-operates with Norwia and in cases where Norwia so requests and allows Norwia to defend any action on the Customer's behalf and have the sole control of any and all negotiations for settlement. Further, if such event occurs, the Customer agrees that Norwia shall have the right at its option and its own expense either to

- (i) modify any Products so that they do not infringe; or
- (ii) replace any Products with non-infringing Products; or
- (iii) procure for the Customer the right for the Customer to continue its use of any Products.

Norwia shall have no liability in respect of claims for infringement or alleged infringement of any third parties' patent or other proprietary rights arising from the execution of the contract in accordance with the Customer's designs plans or specifications and the Customer shall indemnify and hold Norwia harmless against all losses, damages, expenses, costs or other liability arising from such claims.

11. LIMITATION OF LIABILITY

Notwithstanding any other provision set out in these terms and conditions or at law, Norwia shall not be liable to the Customer for any special or consequential damages or damages for loss of use arising directly or indirectly from any breach of these terms and conditions (fundamental or otherwise) or from any tortious acts or omissions of Norwia's employees or agents and in no event shall the liability of Norwia exceed the sale price of the Products sold to the Customer. Norwia assumes no responsibility for the use of its Products. Norwia products are not to be used within any Life Support System (unless specifically designed for such use with Norwia's full knowledge and agreement).

12. FORCE MAJEURE

Norwia shall not be liable for any failure to deliver Products or for any loss, damage, delay or consequential loss, damage or delay caused or arising from any act of God, strike, lockout, labor dispute, sabotage, riot, civil unrest, insurrection, war, other military action, fire, tempest, accident, equipment failure, yield problems, inability to obtain materials components, energy, statutory intervention, government regulation, delay of delivery of materials or services, or any other reason beyond its control. In the event that Norwia's production is curtailed for any reason, Norwia may allocate Products to its Customers in whatever manner Norwia sees fit.

13. SEVERABILITY

The invalidity or unenforceability of any provision set out in these terms and conditions shall not affect the validity or enforceability of any other provisions.

14. EXPORT AND IMPORT CONSENTS

In the event that Norwia is unable to obtain any export control documentation required under law to enable the Products to be exported from Norway and/or visas or consents for personnel required to provide services outside Norway, the Company shall not be held liable for any failure to perform or fulfill any of the obligations under the Contract.

The Customer shall obtain all consents necessary for the import of the Products to the country of final destination and where required any visas or consents required for the entry of the personnel into the country of final destination and shall comply with all laws and regulations in connection therewith.

15. BREACH

Any one of the following shall constitute a breach of the Customer's obligations to Norwia under the terms and conditions set out herein:

- 15.1. Failing to pay Norwia for any Products when payment is due;
- 15.2. Failing to accept Products when shipped;
- 15.3. The filing of a voluntary or involuntary petition in bankruptcy against the Customer, the institution of any proceedings under insolvency or bankruptcy legislation (including reorganization) by or against the Customer, or the making of an assignment by the Customer for the benefit of its creditors; and
- 15.4. Any other act in violation of or which breaches any of the provisions of the terms and conditions set out herein.

In the event that the Customer breaches any obligation to Norwia under the terms and conditions set out herein, or otherwise, Norwia may (in addition to any other rights or remedies), by written notice to the Customer, immediately terminate, suspend or cancel an Order without any liability to Norwia. Without limiting any other rights and remedies available to Norwia, the Customer shall pay all costs, including reasonable legal fees, incurred by Norwia in any action brought by Norwia to collect payments owing or to otherwise enforce its rights hereunder.

16. GOVERNING LAW

The Contract shall be governed and construed in accordance with Norwegian law, without regard to conflicts of law provisions thereof. Neither the United Nations Convention on Contracts for the International Sale of Products, nor the Convention on the Limitation Period in the International Sale of Products, as either may from time to time modified or amended, shall apply to the terms and conditions set out herein or the transactions contemplated by the terms and conditions set out herein.

Disputes arising in connection with or as a result of the Contract, and which are not resolved by mutual agreement, shall be settled by ordinary court proceedings with Sandefjord, Norway as legal venue.

17. ASSIGNMENT

The Customer shall not assign any Order or any interest therein or any rights hereunder to any party without the prior written consent of Norwia.

18. WAIVER

No waiver by either party of any breach of any term or condition of the terms and conditions set out herein by the other party shall be deemed to constitute a waiver of any other breach, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy hereunder operate as a waiver thereof. No waiver given by a party hereunder shall be binding upon such party unless expressed in writing and signed by such party.

19. ENTIRE CONTRACT

The terms and conditions herein contained shall govern and shall comprise the entire agreement of the parties relating to the subject matter hereof and shall replace and supersede any provisions of any Order which are in addition to or inconsistent herewith. Norwia's failure to object to provisions, which may be contained in any Order or other communication from the Customer, shall not be deemed to be a waiver of the provisions hereof. No modification hereof shall be valid unless in writing and duly signed by an authorized employee of Norwia.

In the event of any conflict between the provisions of the Contract, the various contract documents shall be given priority in the following order: a) the confirmed purchase order including any special conditions b) these General Terms and Conditions for Sales c) appendices in the order they are listed

In case a specific written agreement is established between Norwia and Customer (e.g. a "dealer agreement"), such specific agreement will supersede these general terms and conditions in case of a conflict between the two documents.