

## GENERAL TERMS OF SALES AND DELIVERY

**1. General.** These terms and conditions shall apply unless otherwise is agreed in writing between the parties. Data Respons Solutions AS is referred to as The Seller. The customer is referred to as The Buyer.

**2. Prices.** Prices supplied in Norwegian kroner (NOK) are excluding VAT. The prices are calculated in accordance with relevant exchange rates on the date of tender/contract. If these rates should change more than +/- 2 percent during the period between the tender/contract date and the delivery date for the goods or services covered by the tender/contract, The Seller has the right to adjust the prices accordingly. Prices supplied in US dollar (USD) are to be considered fixed rates. The prices in the tender/contract do not include freight charges. An invoice fee of NOK 250 / USD 25 will be added for invoices below NOK 5 000 / USD 500.

**3. Retention of ownership.** The goods will remain the property of The Seller until the invoiced amount (including any interest charges accrued) is settled in full. Acceptance is not regarded as payment before it is redeemed in its entirety, including discount given and accrued costs.

**4. Payment.** Payment terms are net 15 days, provided the customer is creditworthy. Payment is considered fulfilled when the payment is available at The Seller's account. The Buyer will be charged interest on overdue accounts at the current rate for overdue payments. A pending insignificant claim does not exempt The Buyer from paying by the date in which settlement is due. Acceptances, cheques and other payment orders are not considered payment before they are fully redeemed. When a delivery is split into several consignments, the equipment will be invoiced as each consignment is delivered.

**5. Confirmation of order.** The contract is validated by The Seller's written order confirmation. Order confirmations are valid unless The Buyer objects immediately.

**6. Delivery date.** The stated delivery date will be extended by a period corresponding to the delay if:

- a) The Buyer neglects to arrange the required security.
- b) The Buyer fails to provide, in due time, any technical information necessary for the delivery.
- c) The Buyer, or his customer, requests a change in the delivery and results in a delay.
- d) The Seller is impeded in completing the delivery by Force Majeure (cause of fire, war, military insurrection, embargo, currency restrictions, transport deficiencies, outbreaks, epidemics, pandemics, Acts of God, general scarcity of commodities and delays from sub suppliers as a result).

Should any of the circumstances stated here or any other events beyond our control (Force Majeure) appear, the Seller must notify the Buyer about the delay, and the duration of the delay, as soon as practically possible.

**7. Method of delivery.** Delivery is FCA Skedsmokorset, Akershus.

**8. Transfer of risk.** Liability and risk for the goods is transferred to the customer in accordance with INCOTERMS 2010, FCA Skedsmokorset, Akershus.

**9 Cancellation.** If The Buyer cancels any orders for reasons not attributable to a fundamental breach on behalf of The Seller, The Buyer is liable to pay all costs in connection with the cancellation.

**10. Liability.** The Seller is not liable for damages or losses ensuing from the use of goods delivered or for other indirect losses such as (but not limited to) working expenses, loss of profit, daily penalties compensations, liability towards third parties, incurred damages, loss of rent, or damage to person or property caused by the goods, unless deficiency of the goods can be traced to intentional or gross negligence on the part of The Seller and where The Buyer can show an adequate causal link between the deficiency claimed and the damage incurred. Further, The Seller is not liable for damages caused by conditions at The Buyers sites, such as (but not limited to) fire, accident, static electricity, water damages, environmental damages that leads to failure in equipment. The Seller is not responsible for damages due to irregular or non- authorised use, or if The Buyer has made modifications to the equipment or has added equipment in a non-compliant way.

**11. Warranty.** Solutions certified for use in maritime and military environments, have a warranty period of 24 months after delivery date. Other HW / standard SW has a warranty period of 12 months after delivery date. Software developed by Data Respons Solutions AS consultants /services has no warranty, unless otherwise is agreed. Repair or exchange of products under warranty will be carried out by The Seller at The Seller's sites. The warranty will not cover service at The Buyer's site.

**12. Claims.** Claims regarding: transportation damage and / or missing goods shall be made in writing immediately upon receipt of goods. The Buyer must document such damages or insufficiencies to the appropriate freight forwarder. Insufficient contents of packaged goods should be in writing to The Seller immediately on receipt of the goods and no later than 7 days after arrival, specifying the discrepancies. Defective goods must be reported as soon as possible and no later than 7 days after the discovery is made or ought to have been made. Delayed delivery shall be made in writing to The Seller immediately and not later than 7 days after delivery should be performed. The claim will be effective if it has been received at The Seller's office within the agreed time / period. The Seller is entitled to decide whether a product shall be replaced, reworked or repaired.

**13. Returns.** The Seller will not accept the return of goods unless this has been agreed with The Buyer. Standard RMA procedure is that The Buyer pays freight costs for goods returned to The Seller, at Skedsmokorset, Akerhus and for The Seller to pay freight costs to return the repaired goods to The Buyer.

**14. Test and inspection.** With delivery of standard software/hardware, The Seller provides no guarantee of functionality / performance beyond what is specified for each individual product.

**15. Technical support.** The Seller is prepared to provide technical support of any product delivered within the last 5 years. Request for support will be confirmed with task definition, timeframe, resources, site and estimated cost. This Support Order Confirmation must be approved by The Buyer before providing technical support. In cases where the product is returned to The Seller's Operations Center and the product is defect with standard repair or exchange under warranty, The Seller will cover the technical support cost.

**16. EOL, LTB and LLI Sourcing and Buffer Stock.** The Seller will inform about End Of Life (EOL), Last Time Buy (LTB) or Long Lead Items (LLI) as soon as this information becomes available and The Seller is prepared to source and store these items according to The Buyers approved quantity and to The Buyers expense. The Seller will invoice sourced and stored components and modules with 20 % handling Fee and 1 % Capital Cost and 0.5 % Storage Cost per month.

**17. Jurisdiction and venue.** Norwegian law governs this agreement. Oslo City Court will handle disputes arising from this agreement.