



**GENERAL TERMS AND CONDITIONS  
OF  
IDENDEC SOLUTIONS NORWAY AS**

**1. Scope**

1.1 These General Terms & Conditions (*Standard leveringsbetingelser IDENDEC SOLUTIONS Norway AS*; hereafter the "Terms") shall govern legal transactions between IDENDEC SOLUTIONS Norway AS (hereafter „IDENDEC“), and its customers (hereafter the "Customer" or the "Buyer"), namely the supply of goods (hereafter the "Goods" or "Product"; in connection therewith, in particular, but not limited to, hardware and software, which shall be deemed as Goods) and mutatis mutandis, the rendering of services (in connection therewith, in particular, but not limited to, installation, Product training, customer developments and services of any kind shall be deemed and collectively referred to as "Service"). Customer's General Terms and Conditions of Purchase or any other general terms and conditions, if included in its order or acceptance offer or offer to IDENDEC, shall not be applicable, even if they were not rejected explicitly in any individual case by IDENDEC. The supply of any Goods or the performance of any Service by IDENDEC shall not imply the acceptance of any conflicting provision, in particular Customer's General Terms and Conditions of Purchase or any other general terms and conditions. Software transactions are, with precedence, governed by IDENDEC's Software License Agreement (hereafter "SLA"; for details please visit IDENDEC's website under <https://www.idendec.com>. IDENDEC reserves the right to change the SLA from time to time).

1.2 IDENDEC reserves the right to change the Terms from time to time.

**2. Submission of Offers**

2.1 IDENDEC's offer and proposal shall be deemed non-binding unless it has been submitted in writing and has been expressly referred to or marked as being binding.

2.2 The Customer may not duplicate or make available to third-parties any documentation supplied by IDENDEC before or together with its proposal (e.g. tender documents and project documentation) without the prior written permission of IDENDEC. Such documents may be claimed back at any time and shall be returned to IDENDEC immediately if the parties have not entered into a contract as stipulated under clause 3. Such documents are subject to the confidentiality provisions contained therein.

**3. Conclusion of Contract**

3.1 The contract between IDENDEC and the Buyer shall be deemed concluded upon written confirmation by IDENDEC of an order received or upon dispatch of a delivery following Customer's order (hereafter the "Contract").

3.2 Particulars appearing in catalogues, folders etc. as well as any oral or written statements shall only be binding on IDENDEC, if IDENDEC makes express reference to them when confirming the order.

3.3 Subsequent amendments of, or modifications to, the Contract shall be subject to written confirmation by the parties.

**4. Prices**

4.1 Prices shall be quoted ex works or ex IDENDEC's warehouse (EXW, Kristiansand, Norway in accordance with INCOTERMS 2020) without value added tax (VAT)/sales tax, packing and packaging, loading, disassembly, take-back and proper recycling and disposal of waste electrical and electronic equipment for commercial purposes as defined by the Norwegian Regulation on Recycling and Handling of Waste and Norwegian Regulation relating to restrictions on the manufacture, import, export, sale and use of chemicals and other products hazardous to health and the environment. The Buyer shall be liable for any and all charges, taxes or other duties levied in respect of delivery. If the delivery terms include transport to a destination designated by the Buyer, transport costs as well as the cost of any transport insurance requested by the Buyer shall be borne by the latter. Delivery does not, however, include unloading and subsequent handling. Packaging materials will be taken back only by express agreement.

4.2 IDENDEC reserves the right to modify prices, if the order placed is not in accordance with the offer submitted.

4.3 Prices are based on costs obtained at the time of the first quotation. In the event that the costs have increased by the time of delivery, IDENDEC shall have the right to adjust prices accordingly.

4.4 In carrying out repair orders, IDENDEC shall provide all services deemed expedient and shall charge the Buyer for the same on the basis of the work input and/or expenditures required. The same applies to any Service or additional services, the expediency of which becomes apparent only as the repair order is executed. In such an event, special notification to the Buyer, shall not be required.

4.5 Expenses for estimates of costs of repair and maintenance, or for expert valuations, shall be invoiced to the Buyer.

4.6 The Buyer shall reimburse IDENDEC all costs and expenses incurred for the type approval of the Goods, incurred or which may be incurred by IDENDEC regarding the use of the Goods in a specific country, including current and/or future costs (e.g. fees), provided that the Buyer has previously engaged IDENDEC with such a service.

**5. Delivery**

5.1 All delivery dates stated by IDENDEC in its proposal are based on approximation unless explicitly stated otherwise.

The agreed period for the delivery shall commence at the latest on the following dates:

- a) the date of order confirmation by IDENDEC;
- b) the date of fulfilment by the Buyer of all the conditions, technical, commercial and other, for which the Buyer is responsible; or
- c) the date of receipt by IDENDEC of a deposit or security due before the delivery of the Goods in question.

5.2 The Buyer shall obtain whatever licenses or approvals may be required for the use, the import, export and/or the construction of the plant and/or the Goods to be delivered, where necessary. If the granting of such licenses or approvals is delayed for any reason, the delivery period shall be extended until the required license/Approval has been granted. In the case that the Buyer does not hold a type approval for the use of the Goods as required by applicable law in the designated country (Buyer's premises), the delivery period shall be extended accordingly until such type approval has been granted. IDENDEC shall not be liable for any delay in the delivery of the Goods depending on customs clearance at the agreed final destination

5.3 IDENDEC may carry out, and charge the Buyer for, partial or advance deliveries, where reasonable. Subject to a previous written consent of the Buyer, IDENDEC shall be entitled to early delivery. If delivery on call is agreed upon, the Goods shall be deemed called off, at the latest, one (1) year after the order was placed.

5.4 In the case of unforeseeable circumstances or circumstances beyond the parties control, for example, such as all cases of Force Majeure, which impede compliance with the agreed period of delivery, the latter shall be extended in any case for the duration of such circumstances; these include, in particular, armed conflicts, official interventions and prohibitions, delays in transport or customs clearance, damages in transit, energy shortage and raw materials scarcity, labour disputes, and default on performance by a supplier of IDENDEC. The aforesaid circumstances shall be deemed to prevail irrespective of whether they affect IDENDEC or its subcontractor and/or supplier.

5.5 If liquidated damages for late delivery have been mutually agreed, the following shall apply: In the event of IDENDEC's delay with respect to delivery of the Goods and/or Services, IDENDEC shall pay to the Buyer liquidated damages and the parties agree that such sum is based on a genuine pre-estimate of the Buyer's damages for delay. The amount of the liquidated damages shall be for each full week of delay 1 % (one percent) of the agreed price to be paid under the Contract (the "LDs"). Any LD's payable shall be deducted and retained by the Buyer from IDENDEC's due payment under the Contract. IDENDEC's maximum liability for LDs shall be limited to a maximum of 10 % (ten per cent) of the agreed price. Delays exclude any delay caused by circumstances outside the control of the IDENDEC or its Group Entities, such as delays beyond standard processing time for customs clearance, visas, and any delay caused by lack of access to Buyer's site, unavailability of the Buyer required infrastructure including but not limited to power, network, operating systems, database license, etc.).

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**BECAUSE IT WORKS**

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- 5.6 IDENDEC shall be entitled to deliver early if the Buyer has requested a preferred delivery date and such date is prior to the confirmed delivery date; in such a case IDENDEC may not deliver earlier than the requested delivery date.
- 5.7 The Buyer shall be obligated to provide IDENDEC with all documents required (e.g. import certification) for the import of the Goods into the country designated by the Contract, if applicable, so that the Goods will reach the specified destination by the agreed delivery date, or, in the absence thereof, within the standard delivery period. Any delay in providing IDENDEC with the aforesaid documents caused by the Buyer, shall extend the agreed delivery period accordingly.
- 5.8 As far as export transactions go, the supply of Goods to locations outside the Norwegian VAT area shall as a general rule be exempt from VAT, pursuant to the Norwegian VAT law. The Buyer shall be obligated to provide assistance regarding the issuing of customs declarations and certificate of export in accordance with the Customs Regulations or other documents, which may be required in this regard, for instance, according to the Norwegian VAT law, upon request from IDENDEC.
- 5.9 As far as full or partial transactions from intra-Community go within the EU, the supply of Goods is VAT exempt pursuant to the VAT law of the respective EU member state, which laws apply to the supply of Goods in the present case. The Buyer shall be obligated to provide assistance regarding the issuing of proof of deliveries (such as an entry certificate) or other documents, which may be required in this regard, for instance, according to the respective territory VAT law and/or the EU VAT Directive 2006/112/EC dated November 28, 2006, upon request from IDENDEC. Such an obligation to cooperate shall also apply for the Buyer if a delivery meets the conditions of an intra-Community triangular transaction and thus the Buyer is obligated, for instance, pursuant to the respective territory VAT law and/or the EU VAT Directive 2006/112/EC dated November 28, 2006, to provide the required proof of delivery (for example, an entry certificate or other similar supporting documents). Unless not otherwise determined by IDENDEC, the entry certificate shall contain at least the name and the address of the recipient, the quantity of the Goods delivered, its commercial designation, place and date of receipt of the delivery in another EU member state, or where the transport is being performed by the Buyer, the place and the end of the delivery in the other EU member state, including the date of issue.
- 5.10 If the Buyer is in default with any documentary evidence as set forth in this clause 5, or its obligation to cooperate as stated therein, the Buyer shall be liable and reimburse IDENDEC for any and all consequential costs incurred, for instance, a subsequent collection of VAT, as well as any other loss incurred.
- 5.11 IDENDEC shall be entitled to organize any delivery at its sole discretion, whenever appropriate (e.g. in the case of a transactions from a third country outside the Norwegian VAT area pursuant to the Norwegian VAT law, or in the case of intra-Community or intra-Community triangular transaction within the EU). All costs resulting therefrom shall be borne by the Buyer.
- 6. Passage of Risk and Place of Performance**
- 6.1 The delivery of the Goods is considered sold EXW Kristiansand (Norway) in accordance with INCOTERMS 2020. Notwithstanding the foregoing, risk in any Product that may from time to time be supplied by IDENDEC to the Buyer, shall pass to the Buyer on completion of delivery or usage of the Product, whatever occurs first. This shall also apply if the costs for the delivery, including other costs, are borne by IDENDEC.
- 6.2 For Services, the place of performance shall be the place indicated in the written order confirmation, secondary to that at which the Service is actually performed by IDENDEC. The risk in respect of such Services or any part thereof, shall pass to the Buyer at the time the Services have been performed.
- 6.3 If the delivery is delayed at the request of the Buyer or where the Buyer is in default of acceptance, the risk in any Product shall pass to the Buyer upon the notification of the readiness for dispatch. Storage of the Goods shall be performed in the name of the Buyer and any costs associated herewith shall be borne by the Buyer.
- 6.4 The Goods shall be insured against transport damages by IDENDEC only if so requested by the Buyer in writing and any costs associated herewith are borne by the Buyer.
- 7. Payment and Invoicing**
- 7.1 Unless otherwise agreed, (i) one third (1/3) of the purchase price shall be due at the time the Buyer receives the order confirmation from IDENDEC; (ii) one third (1/3) shall be due after half the delivery period has elapsed; (iii) and the balance upon receipt of the Goods. Any accrued value added tax pursuant to the Norwegian VAT law will be invoiced at the time of delivery and/or once the Goods are considered delivered pursuant to the Norwegian VAT law. Irrespective thereof, the value added tax comprised in the amount of the invoice, shall be paid within thirty (30) days of the invoice date. If bankruptcy proceedings are instituted against the assets of the Buyer or if an application for bankruptcy proceedings is not granted for insufficiency of assets, deliveries shall only be made against cash in advance.
- 7.2 In the case of part settlements, the individual part payments shall fall due upon receipt of the respective invoices. The same shall apply to amounts invoiced for additional deliveries or resulting from additional agreements beyond the scope of the original contract, irrespective of the terms of payment agreed upon for the principal delivery.
- 7.3 Payment shall be made without any discount, cost-free, to IDENDEC's domicile in the agreed currency. Drafts and checks shall be accepted on account of payment only, with all interest, fees and charges in connection therewith (such as collection and discounting charges) to be borne by the Buyer. All payments shall be made in Norwegian Kroner (NOK).
- 7.4 The Buyer shall not be entitled to withhold or offset payment on the grounds of any warranty claims or other counterclaims.
- 7.5 Payment shall be deemed to have been effective on the date at which the amount in question is at IDENDEC's disposal.
- 7.6 If the Buyer fails to meet the terms of payment or any other obligation arising under or in connection with the Terms, IDENDEC may, without prejudice to its other rights,
- suspend the performance of its own obligations until payments have been made or the defaulting obligations have been fulfilled to the satisfaction of IDENDEC, and exercise its rights to extend the period of delivery to a reasonable extent,
  - call in debts arisen from this or any other legal transactions and charge default interest amounting to 1,25 % per month plus VAT for these amounts, beginning with the due dates, unless IDENDEC proves costs exceeding this,
  - only perform other legal transactions if cash is paid in advance in the case of qualified insolvency, in other words (e.g. two previous late payments).
- In any case, IDENDEC has the right to invoice all expenses arising prior to a lawsuit, especially reminder charges and lawyer's fees.
- 7.7 All discounts or bonuses, if any, are subject to complete payment in due time by the Buyer.
- 7.8 IDENDEC retains title to all Goods delivered by it until receipt of all amounts invoiced, including interests and charges. The Buyer is not allowed to resale any of the Goods, without IDENDEC's prior written consent.
- 7.9 As between IDENDEC and Reseller, title to, and ownership of, (a) IDENDEC's hardware purchased by the Buyer hereunder (excluding any intellectual property rights related thereto) will pass to the Buyer as described in the preceding clause; (b) the copyright, patent, trademark, trade secret, and any other intellectual property or proprietary rights relating to IDENDEC's Products, including software and hardware, will remain at all times with IDENDEC. Any software included in IDENDEC's Products is licensed, not sold, to the Buyer and is subject to IDENDEC's SLA. Any third-party software is subject to licensing terms of the respective third-party owner or licensor. There are no implied licenses under these Terms. All rights in and to IDENDEC's Products not expressly granted to the Buyer in hereunder are reserved by IDENDEC and any third-party owner.
- 7.10 The use of electronic invoicing or PDF invoices is acceptable.
- 8. Warranty**
- 8.1 Once the agreed terms of payment have been complied with, IDENDEC shall, subject to the conditions hereunder, remedy any defect existing at the time of acceptance of the Product in question, whether due to faulty design, material or manufacture, that impairs the functioning of said Product. From particulars appearing in catalogues, folders, promotional literature, as well as written or oral statements, which have not been included in the Contract, no warranty obligations may be derived.
- 8.2 The warranty period for the hardware supplied shall be twelve (12) months. The warranty period for the software supplied shall be 90 days. These conditions shall also apply to any other goods supplied, or Services rendered in respect of Goods supplied, that are firmly attached to buildings or the ground. The warranty period begins at the point of passage of risk pursuant to clause 6.
- 8.3 The warranty, as set forth in this clause 8, is subject to the following conditions:
- the warranty is only valid within the country where the Goods are purchased;
  - the Goods must be correctly installed and operated in accordance to the documentation and instructions given in the user manuals and during the operational and administrative training sessions for the Goods, if applicable;
  - the warranty only covers the main unit of the Product, and does not cover any accessories (e.g. batteries);

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- d) the warranty does not cover the damage caused by normal wear and tear, misuse, negligence, accident and natural disaster;
  - e) the warranty will be rendered invalid if the Goods are resold or have been damaged by modifications/repairs by any parties other than IDENDEC. IDENDEC disclaims any liability for incidental or consequential damages;
  - f) the Buyer must consult with IDENDEC's Support Desk before returning any Product or component hereof, or requesting replacement and/or repair. IDENDEC is not responsible for any unexpected returns of the Goods or components hereof; and
  - g) the Buyer must have signed a valid Support and Maintenance Agreement ("SMA").
- 8.4 For improved or exchanged parts, the warranty period shall be three (3) months commencing at the point of passage of risk pursuant to clause 6.
- 8.5 If the supply of Goods and/or the performance of Services is delayed for reasons outside of IDENDEC's control, the warranty period shall begin two (2) weeks after IDENDEC is ready to supply the Goods and/or perform the Services.
- 8.6 The foregoing warranty obligations are conditional upon the Buyer giving notice in writing within a reasonable period, of any defect that has occurred and such notice reaching IDENDEC. The Buyer shall prove, within a reasonable period, the presence of a defect, in particular the Buyer shall make available to IDENDEC, within a reasonable period, all material and data in the Buyer's possession. Upon receipt of such notice, IDENDEC shall, in the case of a defect covered by the warranty under clause 8.1, have the option to replace the defective Goods or defective parts thereof or else to repair them on the Buyer's premises or have them returned for repair, or to grant a fair and reasonable price reduction.
- 8.7 Any expenses incurred in connection with rectifying defects under this clause 8 (e.g. expenses for assembly and disassembly, transport, waste disposal, travel and site-to-quarters time) shall be borne by IDENDEC, not including expenses related to work regarding the assembly and/or disassembly of defective and/or replaced hardware not to exceed NOK 5.000,00 per each occurrence (this shall be Customer's responsibility). For warranty work on Customer's premises, Customer shall make available any assistance, hoisting gear, scaffolding and sundry supplies and incidentals that may be required, free of charge. Replaced parts of any Product shall become the property of IDENDEC.
- 8.8 If any Goods are manufactured by IDENDEC on the basis of design data, design drawings, models or other specifications supplied by the Buyer, IDENDEC's warranty shall be restricted to non-compliance with the Buyers specifications.
- 8.9 IDENDEC's warranty obligation shall not extend to any defects due to assembly and installation work not undertaken by IDENDEC, inadequate equipment, or due to non-compliance with installation requirements and operating conditions, overloading of parts in excess of the design values stipulated by IDENDEC, negligent or faulty handling or the use of inappropriate materials, improper use, nor for defects attributable to material supplied by the Buyer. Nor shall IDENDEC be liable for damage due to acts of third-parties, atmospheric discharges, excess voltage and chemical influences. The warranty does not cover the replacement of parts subject to natural wear and tear. IDENDEC accepts no warranty for the sale of used goods.
- 8.10 The warranty shall lapse immediately if, without written consent from IDENDEC, the Buyer or a third-party not expressly authorized, undertakes modifications and/or repairs on any Goods supplied.
- 8.11 IDENDEC may not be held liable for any redress-claims made, and the Buyer shall indemnify IDENDEC from any such claims made from third-parties. The Norwegian Act on Purchase of Goods (*Kjøpsloven*) §§ 84-86 is not applicable.
- 8.12 The provisions of clauses 8.1 to 8.10 shall apply, mutatis mutandis, to all cases where the obligation to repair defects has to be accepted for other reasons laid down by law.
- 8.13 The Buyer must adhere to IDENDEC's Hardware Return and Repair Policy, which shall be incorporated into these Terms by reference (for details please visit IDENDEC's website under <https://www.idendec.com>). IDENDEC reserves the right to change the Hardware Return and Repair Policy from time to time.
- 9. General Information**
- 9.1 IDENDEC reserves the right to make corrections, modifications, enhancements, improvements, and other changes to its Products and/or Services at any time and to discontinue any Product and/or Service without notice. Customer should obtain the latest relevant information before placing orders and should verify that such information is current and complete. All Products are sold subject to the terms and conditions contained therein and valid at the time of order acknowledgment or sale.
- 9.2 IDENDEC does not warrant or represent that any license, either express or implied, is granted under any IDENDEC patent right, copyright, mask work right, or other IDENDEC intellectual property right relating to any combination, machine, or process in which IDENDEC Products or Services are used. Information published by IDENDEC regarding third-party products or services does not constitute a license from IDENDEC to use such products or services or a warranty or endorsement thereof. Use of such information may require a license from a third-party under the patents or other intellectual property of the third-party, or a license from IDENDEC under the patents or other intellectual property of IDENDEC.
- 10. Restrictions on Use**
- 10.1 Save as otherwise provided in IDENDEC's proposal, the documentation, user manuals or the Terms, the Buyer will not receive any other rights to use the Goods or any components thereof as defined therein. In particular, the Buyer
- a) may not use or distribute the software, hardware or any component, adaptation, transcription or portion thereof except as expressly authorized;
  - b) may not except as expressly permissible under the Contract, use the software and/or hardware supplied by IDENDEC for the benefit of third-parties in a commercial, retail, service bureau or similar enterprise;
  - c) may not publish, rent, lease, sublease or lend the software and/or hardware supplied by IDENDEC;
  - d) may not work around any technical restrictions or limitations in the software and/or hardware supplied by IDENDEC;
  - e) may not except as permitted pursuant to applicable law not capable of variation by contract, reverse assemble or decompile the software and/or hardware or otherwise examine the software and/or hardware for purposes of reverse engineering; or
  - f) may not remove the labels or any proprietary legends from the software, hardware and/or its documentation except as expressly authorized.
- 10.2 Unless explicitly stated otherwise in any documentation provided by IDENDEC, IDENDEC's Products or any components thereof are not designed for use in life support appliances, devices, or other systems where malfunction can reasonably be expected to result in significant personal injury to the user, or as a critical component in any life support device or system whose failure to perform can be reasonably expected to cause the failure of the life support device or system, or to affect its safety or effectiveness. IDENDEC customers using these Products for use in such applications do so at their own risk and agree to fully indemnify and hold IDENDEC and its officers, employees, subsidiaries, affiliates, and distributors harmless against all claims, costs, damages, and expenses, and reasonable attorney fees arising out of, directly or indirectly, any claim of personal injury or death associated with such unintended or unauthorized use, even if such claim alleges that IDENDEC was negligent regarding the design or manufacture of its Products.
- 11. Termination**
- 11.1 The Buyer may terminate the Contract only in the event of delays caused by gross negligence on the part of IDENDEC and only after a reasonable period of grace has elapsed. The termination note must be in writing and sent by registered mail to the other party.
- 11.2 Irrespective of its other rights, IDENDEC shall be entitled to terminate the Contract
- a) if the execution of delivery or the inception or continuation of Services to be performed under the Contract is made impossible for reasons within the responsibility of the Buyer and if the delay is extended beyond a reasonable period of grace allowed,
  - b) if doubts have arisen as to the Buyer's creditworthiness and if same fails, to make an advance payment upon IDENDEC's request, or to provide adequate security prior to delivery,
  - c) if, for reasons mentioned in clause 5.4, the period allowed for delivery is extended by more than half of the period originally agreed or by at least six (6) months, or
  - d) if the Buyer does not or does not properly meet the obligations imposed as per clause 15.
- 11.3 For the reasons as aforementioned, the termination of the Contract shall also be possible in respect of any outstanding part of the supply of Goods and/or the Service contracted for.
- 11.4 If bankruptcy proceedings are instituted against the Buyer or an application for bankruptcy proceedings is not granted for insufficiency of assets, IDENDEC may terminate the Contract immediately. Such termination shall have immediate effect upon the decision that the business will not be continued. If the business will be continued, termination shall not take effect until six (6) months after the institution of bankruptcy proceedings or after an application for bankruptcy proceedings has not been granted for insufficiency of assets. In any case, the Contract shall be terminated

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immediately unless the bankruptcy law to which the Buyer is subject to conflicts with this, or if termination of the Contract is necessary to prevent significant damages to IDENDEC.

- 11.5 Either party may terminate the Contract by reason of an event of Force Majeure of a continuous duration of at least 90 days.
- 11.6 Without prejudice to IDENDEC's claim for damages, including expenses arising prior to a lawsuit, upon any termination of the Contract any open accounts in respect of deliveries made or Services performed, in whole or in part, shall be due immediately. This provision also covers deliveries and/or Services not yet accepted by the Buyer, as well as any preparatory acts performed by IDENDEC. IDENDEC shall, however, alternatively have the option to require the restitution of the Goods already delivered.
- 11.7 Upon any termination or expiration of the Contract, and subject to the following sentence, (a) all licenses granted to either party hereunder will expire; and (b) each party will promptly return to the other party (or destroy, and upon request, provide a certificate of destruction signed by a company officer) all Confidential Information of the other party in such party's possession. Clauses of the Terms and any provision referenced therein that by its nature is intended to survive termination or expiration, shall survive termination or expiration of the Contract unaffected by anything that might have the effect of prejudicing, releasing, discharging or affecting in any other way the liability of the party. Any payment obligations incurred prior to termination or expiration of the Contract will survive such termination or expiration.

**12. Disposal of Waste Electrical and Electronic Equipment**

- 12.1 The Buyer of electrical/electronic equipment for commercial purposes, incorporated in Norway, is responsible for the financing of the collection and treatment of waste electrical and electronic equipment, as defined by the Norwegian Regulation on Recycling and Handling of Waste, if the Buyer is the user of the electrical/electronic equipment. If the Buyer is not the end user, the Buyer shall transfer the full financial commitment to its customer by agreement and furnish proof thereof to IDENDEC.
- 12.2 The Buyer incorporated in Norway, shall ensure that IDENDEC is provided with all information necessary to meet IDENDEC's obligations as manufacturer/ importer, pursuant to the Norwegian Regulation on Recycling and Handling of Waste (*Avfallsforskriften*) and the Norwegian Regulation relating to restrictions on the manufacture, import, export, sale and use of chemicals and other products hazardous to health and the environment (*Produktforskriften*).
- 12.3 The Buyer incorporated in Norway, is liable vis-à-vis IDENDEC for any damage and other financial disadvantages incurred by IDENDEC due to the Buyer's failure to meet or fully meet his financing commitment or any other obligations according to this clause 12. The Buyer shall bear the burden of proof of performance of this obligation.
- 12.4 Clauses 12.1 through 12.3 shall apply mutatis mutandis to buyers incorporated in a member state of the European Union (EU) or the European Economic Area (EEA).

**13. IDENDEC's Liability**

- 13.1 Outside the scope of the Norwegian Product Liability Act, IDENDEC shall be liable only if the damage in question is proved to be due to intentional acts or acts of gross negligence, within the limits of statutory provisions. IDENDEC's total liability in cases of gross negligence is limited to the net value of the order or NOK 950.000,00 (nine hundred fifty thousand) depending on which amount is lower. For each incident of damage, IDENDEC shall be liable for 25 % of the net value of the order or NOK 250.000,00 (two hundred fifty thousand) depending on which amount is lower.
- 13.2 IN NO EVENT SHALL IDENDEC BE LIABLE FOR LOST PROFITS, LOST DATA, BUSINESS INTERRUPTION OR FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS (WHETHER FROM BREACH OF CONTRACT, BREACH OF WARRANTY, OR FROM NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER FORM OF ACTION), EVEN IF IDENDEC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL IDENDEC'S AGGREGATE, CUMULATIVE LIABILITY, ARISING OUT OF OR RELATED TO THESE TERMS, EXCEED THE SUM OR FEES PAID TO IDENDEC BY THE CUSTOMER PURSUANT TO THESE TERMS DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. THE EXISTENCE OF TWO OR MORE CLAIMS OR SUITS WILL NOT ENLARGE THIS LIMIT. THE LIMITATION OF LIABILITIES IN THIS CLAUSE SHALL NOT OPERATE TO EXCLUDE OR TO LIMIT IDENDEC'S LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE OR THE NEGLIGENCE, GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT OF ITS EMPLOYEES OR AGENTS OR FOR FRAUD. THE PARTIES ACKNOWLEDGE THAT THESE TERMS REFLECT THE ALLOCATION OF RISK SET FORTH UNDER OR IN CONNECTION WITH THE TERMS AND THAT IDENDEC WOULD NOT ENTER INTO ANY CONTRACT WITH THE CUSTOMER WITHOUT THE FOREGOING LIMITATIONS OF LIABILITY AND THE WARRANTY DISCLAIMERS CONTAINED HEREIN.
- 13.3 IDENDEC shall not be liable for damages in case of non-compliance with instructions for assembly, commissioning and operation (such as are contained in instructions for use) or non-compliance with licensing requirements.
- 13.4 If penalties and/or liquidated damages are mutually agreed upon, claims over and exceeding the same are excluded.
- 13.5 The provisions of clause 13 apply exclusively for all claims by the Buyer against IDENDEC, regardless of the legal basis or entitlement, and also apply to all employees, subcontractors and sub-suppliers of IDENDEC.

**14. Intellectual Property Rights and Copyrights**

- 14.1 The Buyer shall indemnify IDENDEC and hold IDENDEC harmless for any claim for any infringement of industrial property rights raised against the Buyer, if IDENDEC manufactures a product pursuant to any design data, design drawings, models or other specifications made available to IDENDEC by the Buyer.
- 14.2 Design documents such as plans and drawings and other technical specifications, as well as samples, catalogues, prospectuses, pictures and the like shall remain the intellectual property of IDENDEC and are subject to the relevant statutory provisions governing reproduction, imitation, competition etc. The provisions of clause 2.2 shall also apply regarding design documents.
- 14.3 Any software embedded into the Products supplied by IDENDEC to the Buyer under these Terms is licensed to the Buyer, not sold, and consists of a transfer of technical and/or commercial know-how via documentation, consulting, and/or through configuration of the Buyer's system. Any Products supplied from IDENDEC to the Buyer are only for internal use by the Buyer, and may not be modified (including the removal of IDENDEC's copyright notices, trademarks, logos and the like), enhanced, or transferred to the benefit of a third party (including the Buyer's affiliates and parent company) without the prior written consent from IDENDEC.
- 14.4 The Buyer shall not, except as permitted pursuant to applicable law not capable of variation by contract, alter, modify, disassemble, decompile, or reverse engineer any Goods delivered by IDENDEC, so as to discover the underlying design, logic or source code thereto. The Buyer may not alter or remove from any Product any of IDENDEC's proprietary, copyright, trademark, patent or trade secret legend. Further, during the term of the Contract, the Buyer shall not develop or procure from any source any product that will perform the same or similar functions as the Product sold by IDENDEC.
- 14.5 This clause 14 shall apply accordingly to any of IDENDEC's Group Entities and parent company, which own any of the intellectual property rights and/or copyrights mentioned therein.

**15. Confidentiality and Data Privacy**

- 15.1 General obligations. All Confidential Information, whether in written, oral or visual form, disclosed by a party ("Disclosing Party") to another party ("Receiving Party") in relation to the Terms shall remain the property of the Disclosing Party. Such Confidential Information shall not be given or disclosed to any third-party without Disclosing Party's prior written consent and Receiving Party shall only use the Confidential Information for the purposes of entering in or the execution of the Contract.
- 15.2 Exceptions. The confidentiality obligations of clause 15.1 do not apply to any information which:
- a) has passed into the public domain other than by breach of clause 15.1;
  - b) is already before the date of receipt from the Disclosing Party in the possession of the Receiving Party without restriction as to disclosure;
  - c) if such disclosure is in the discharge of a party's obligations to supply information for the purpose of complying with mandatorily applicable law;
  - d) is received from a third-party who lawfully acquired it and who is under no obligation restricting its disclosure; or
  - e) has been independently developed without access to the Confidential Information.
- 15.3 Exceptions from either party's obligation to observe confidentiality: Nothing in clause 15.1 may be deemed or construed to prevent IDENDEC or the Customer from disclosing any Confidential Information: (i) to external consultants provided that such consultants are under a statutory duty of confidentiality or customary confidentiality obligations are undertaken; (ii) to any contractor of either party provided that that party has obtained from such contractor a customary confidentiality undertaking.

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- 15.4 Disclosure to Group Entities. Nothing in this clause 15.1 may be deemed or construed to prevent either party from disclosing any Confidential Information obtained from the other party or its Group Entities: (i) to any Group Entity and/or their employees for the purpose of the Contract; (ii) if such disclosure is in the discharge of a recipient's obligations to supply information for the purpose of complying with any applicable law; or (iii) if such disclosure is made for due diligence purposes under strict and customary confidentiality obligations in relation to a divestment of business activities or assets of a service recipient.
- 15.5 "Confidential Information" means any information about the business, operations, technology, systems or products of the Disclosing Party or any of its subsidiaries that is of value to Disclosing Party and not generally known to competitors of Disclosing Party, including, but not limited to, information, ideas, concepts, business plans, marketing or development plans, inventions, designs, specifications, drawings, prototypes, provisional patent applications, proposals, contracts, applications, computer systems, computer programs, computer data, software code, engineering data, manufacturing data, marketing data, customer names, supplier names, passwords, personal telephone numbers, financial information, price discount structure and trade secrets of Disclosing Party, whether such information be oral, written, drawn, photographic, electronic or contained in any other documentary material, regardless of physical form or characteristics, and whether or not such information is marked as "Confidential".
- 15.6 "Group Entity" means IDENDEC or Customer respective affiliates or associated companies of the parties.
- 15.7 In the case of any violation of clause 15.1 made by the Receiving Party, including any of its Group Entity, the Receiving Party will be forced to pay to the Disclosing Party liquidated damages in the amount of NOK 250.000,00 (two hundred fifty thousand) without derogating from any other remedy that the Disclosing Party is entitled to under applicable law. Further, each party acknowledges that a breach of clause 15.1 would result in damages to the Disclosing Party that may not be adequately compensated for by a monetary award alone. Accordingly, each party agrees that in the event of any such breach then, in addition to any other remedies available at law or otherwise, the Disclosing Party shall be entitled as a matter of right to apply to a court of competent jurisdiction for relief by way of injunction, restraining order, decree or otherwise as may be appropriate to ensure compliance with clause 15.1 above.
- 15.8 IDENDEC and the Customer are each bound by applicable data privacy regulations. In particular, they may only use such a person for the fulfillment of Services, which has previously committed themselves to adhere to data secrecy in writing.  
**AS FAR AS REQUIRED BY APPLICABLE LAW, THE BUYER AGREES THAT IDENDEC MAY STORE AND PROCESS PERSONAL DATA, INCLUDING, BUT NOT LIMITED TO, "NAME", "FUNCTION", "ADDRESS", "PHONE NUMBER", "EMAIL ADDRESS" ETC. OF THE BUYER'S EMPLOYEES, SUBCONTRACTORS AND/OR ADVISORS OR OTHERS DISCLOSED TO IDENDEC FOR THE PURPOSE OF THE INITIATION AND EXECUTION OF THE CONTRACT. UPON COMPLETION OF THE PROCESSING IDENDEC WILL RETAIN SUCH DATA IN ACCORDANCE WITH APPLICABLE DATA PRIVACY LAWS (GENERALLY FOR UP TO TWO YEARS) AND WILL DELETE SUCH DATA THEREAFTER. THE BUYER MAY REVOKE THE AFOREMENTIONED CONSENT AT ANY TIME IN WRITING TO IDENDEC. THE REVOCATION MUST BE SENT TO [IDENDEC SOLUTIONS NORWAY AS, ANDØYFARET 15, 4623 KRISTIANSAND, NORWAY](mailto:INFO@IDENDEC SOLUTIONS NORWAY AS) OR TO [INFO@IDENDEC SOLUTIONS.COM](mailto:INFO@IDENDEC SOLUTIONS.COM). THE BUYER REPRESENTS AND WARRANTS THAT IT HAS BEEN DULY AUTHORIZED TO GIVE SUCH CONSENT ON BEHALF OF IT'S EMPLOYEES, SUBCONTRACTORS, ADVISORS OR OTHERS CONCERNED; IF REASONABLY REQUESTED BY IDENDEC, THE BUYER SHALL PROVIDE IDENDEC WITH SUFFICIENT DOCUMENTARY EVIDENCE WHICH STATES THAT THE BUYER IS ENTITLED TO GIVE SUCH CONSENT. FOR FUTHER INFORMATION REGARDING IDENDEC'S DATA PRIVACY POLICY PLEASE VISIT OUR WEBSITE UNDER [HTTP://WWW.IDENDEC SOLUTIONS.COM](http://WWW.IDENDEC SOLUTIONS.COM).**
- 15.9 IDENDEC shall be entitled to process any data, which IDENDEC obtained regarding the contractual relationship with the Customer or in connection with thereto, in accordance with applicable data protection regulations, including the right to submit such data to third-parties (e.g. banks, credit insurer or other institutions entrusted with credit rating), if applicable.
- 15.10 This clause 15 will continue for an indefinite period, at minimum, however, for a period of five (5) years from the date the Contract has become effective and will inure to the benefit of and bind the successors of the parties hereto.
- 16. Anti-Corruption**
- 16.1 Without limiting the obligation to comply with applicable laws and regulations in accordance with the Agreement, the parties represent, warrant, covenant and agree that either party and their officers, directors, employees, agents, representatives and sub-suppliers and their contractors and subcontractors will not, directly or indirectly, in any way that relates to the Agreement (1) offer, promise, pay, give, or authorize any financial or other advantage, or anything else of value, to any other person or organization, with the intent to exert improper influence over the recipient, induce the recipient to violate his or her duties, secure an improper advantage, or improperly reward the recipient for past conduct; (2), offer, promise, pay, give, authorize, request or receive an improper advantage, or accept an offer thereof, in connection with a position, office or assignment; or (3) request, receive or accept, for the benefit of himself or anyone else, any financial or other advantage, or anything else of value, as an inducement or a reward for violating a duty of loyalty to Supplier or Buyer, or improperly performing a function that relates in any way to the Agreement or to the parties.
- 16.2 All financial settlements, billings and reports rendered to a party from the other party shall reflect properly the facts about all activities and transactions handled for the account of the other party.
- 16.3 A party shall upon the other party's request, give a written statement to the other party confirming that it has complied with all requirements of clause 16.
- 16.4 A party shall immediately report to the other party any act or omission which would reasonably be a breach of clause 16. In such instances the party giving notice shall reasonably cooperate with the other party to determine whether such a breach has occurred. Either party shall also immediately report to the other party any requests or solicitations for advantages or anything of value as mentioned in clause 16.1.
- 16.5 Both parties shall ensure their sub-suppliers and their suppliers and sub-suppliers, contractors and subcontractors comply with to the substance of those contained in clause 16 for all contracts related to the Product and the Services.
- 17. Compliance with Export Regulations**
- 17.1 The Buyer understands and acknowledges that the laws and regulations of Austria, Germany, Norway, the European Union, the U.S.A. and other applicable countries may restrict the export and re-export of commodities, software and technical data of the respective origin to certain countries. The Buyer acknowledges and agrees to comply with all applicable local and international export and re-export restrictions and regulations ("Export Controls Laws") with respect to the use of any Product purchased from IDENDEC. The Buyer agrees to indemnify and hold IDENDEC harmless from any loss, damages, liability or expenses incurred by IDENDEC as a result of the Buyer's failure to comply with any Export Controls Laws with regard to any Product purchased from IDENDEC.
- 17.2 Both parties shall comply with all foreign trade control and export control legislation, regulations and sanctions applicable to the Goods and Services that are the subject to the Contract in connection with the Terms, including those imposed by the Buyer's home country, the United States ("US") or the European Union ("EU") or any of its member states ("Foreign Trade Controls"). Where Goods supplied are subject to Foreign Trade Controls, a party shall provide in a form satisfactory to the other party, a certification of the specific export/re-export classification of each of the items, including the US export control classification number ("ECCN"), EU dual use item classification, or other relevant means of classification for dual use or other restricted items under relevant Foreign Trade Controls. Both parties shall maintain all documentation required under all relevant Foreign Trade Controls, and shall provide the same to the other party without undue delay at the other party's reasonable request. All costs incurred by a party in connection therewith shall be borne by such party.
- 17.3 In relation to the performance of the Contract, each party shall comply with sanctions laws applicable to them, including Norwegian, European Union, U.S. secondary sanctions and any other applicable sanctions laws (hereinafter referred to as "Sanctions Laws"). Either party further warrants and represents that it, its directors and legal representatives are not designated under applicable Sanctions Laws or otherwise targeted ("Designated Person"). Each party further undertakes not to engage in any dealings or transactions with a Designated Person in relation to the performance of the Contract. When passing on Goods delivered by IDENDEC to the Buyer, the Buyer must comply with all applicable regulations of national and international (re-)export provisions. In any case, the Buyer shall notify IDENDEC prior to any re-export in order to ensure compliance with the applicable (re-)export provisions that IDENDEC shall specifically inform Buyer and in particular, if necessary for export controls, the Buyer must provide IDENDEC after being requested to do so, information about the final recipient, final destination and purpose of the Goods or Services.
- 18. Compliance with Anti-Terrorism Regulations**
- 18.1 The parties acknowledge the existence of UN Resolutions No. 1267/1999, 1333/2000, 1373/2001, 1390/2002 and 1455/2003 and of EU Council Regulation (EC) No. 2580/2001 and Council Regulation (EC) No. 881/2002, in each case as amended from time to time, regarding restrictive measures against certain persons suspected of terrorist activities, as implemented in laws applicable them, respectively (the "Anti-Terrorism

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Regulations"). The parties affirm that they are not a person or entity listed in any Anti-Terrorism Regulations. In relation to the performance of the Contract, both parties undertake to comply with all Anti-Terrorism Regulations and any applicable similar regulations, including any amendments thereto, to the extent these are implemented in laws applicable each party, respectively, as soon as they are publicly announced.

**19. Force Majeure**

19.1 Neither party shall be liable to the other party for failure to fulfil its obligations when prevented from doing so due to the occurrence of Force Majeure, as hereunder defined, which has been notified in accordance with this clause. For the purpose and in connection with the Terms, Force Majeure shall mean an external occurrence affecting the rights and obligations of a party and beyond the control of and not due to the fault, omission or negligence of the party affected and which said party could not have foreseen or provided against by exercising due diligence and/or by applying reasonable additional resources and provided these criteria are fulfilled, comprising any of the following events: (a) riot, war invasion, act of foreign enemies, hostilities (whether war is declared or not), acts of terrorism, piracy, civil war, rebellion, revolution, insurrection of military or usurped power; (b) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel or radioactive toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; (c) epidemics and pandemics; (d) earthquake, flood, fire, explosion and/or other natural physical disaster but excluding other weather conditions as such, regardless of severity; (e) maritime or aviation disasters; or (f) any requisition, control or intervention, requirement or interference from any government, regulative body or competent authority.

**20. Miscellaneous**

- 20.1 If any provision or part-provision of the Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended purpose of the original provision.
- 20.2 The Buyer shall not, without the prior written consent of IDENTEC, at any time from the date of conclusion of any contract to the expiry of twelve (12) months after the termination or expiration of such contract, solicit or entice away from IDENTEC or employ or attempt to employ any person who is directly engaged as an employee, consultant, or subcontractor of IDENTEC in the provision of the Services. The foregoing limitation shall not apply if IDENTEC's employee, without any prior solicitation by the Buyer, (i) seeks employment with the Buyer, or (ii) responds to the Buyer's general job posting.
- 20.3 No action or proceedings in connection with the Terms, regardless of form, may be commenced by either party more than twelve (12) months after the cause of action accrues.
- 20.4 References to a party shall be deemed to include its servants, agents and contractors and its successors and permitted assigns.
- 20.5 Reference to any statute includes any re-enactment or modification thereof and regulations or orders made under such statute as from time to time amended, extended or re-enacted.
- 20.6 Any support and/or maintenance of the Products supplied by IDENTEC is subject to a separate written support and maintenance agreement (hereafter "SMA") between the parties.
- 20.7 The Buyer may not assign, subcontract or otherwise transfer its rights and obligations under the Contract in whole or in part to any Group Entity or any third-party without IDENTEC's prior written consent (such consent not to be unreasonably withheld) and solely under the condition that such assignment or transfer will not diminish IDENTEC's rights under the Contract.
- 20.8 No modification to the Contract shall be valid unless made in writing and executed by authorized signatories of the parties. In that context, in writing shall mean either a handwritten signature or a qualified electronic signature ("QES") in terms of and in accordance with the European Regulation (EU) No 910/2014 of the European Parliament and of the Council ("eIDAS Regulation").
- 20.9 Any of IDENTEC's Group Entities shall be entitled to enforce any provision of these Terms for the benefit of IDENTEC. Except as stated therein, no provision of these Terms is intended to confer a benefit on, or to be enforceable by any person who is not a party under these Terms.
- 20.10 Waiver of any breach or failure to enforce any clause of these Terms shall not be deemed a waiver of any breach or right to enforce which may thereafter occur.
- 20.11 Any required notices pursuant to the Terms shall be sent in writing, by registered mail (return receipt requested), reputable overnight courier, telecopy, email or hand delivery, to the applicable party's representative at the addresses designated by the parties.

**21. Governing Law and Legal Venue**

- 21.1 All disputes or claims arising out of or in connection with the Terms or the Contract between IDENTEC and the Customer, including disputes relating to its validity, breach, termination or nullity, shall fall within the exclusive jurisdiction of the competent ordinary court at IDENTEC's domicile. The Contract is subject to Norwegian law, excluding the referral rules. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply with regard to these Terms or the Contract.
- 21.2 In the event the Buyer is incorporated in a country, which is not a member state of the European Union (EU) or the European Economic Area (EEA), the following shall apply within clause 21: The Terms or the Contract shall be governed by Norwegian law and any dispute arising out of or in connection therewith, including any question regarding the existence, scope, validity or termination of the Terms or this clause, shall be finally resolved by arbitration by The London Court of International Arbitration ("The LCIA") pursuant to the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause, provided however that any provision of such Rules relating to the nationality of an arbitrator shall to that extent not apply. There shall be three (3) arbitrators appointed in accordance with the LCIA Rules. The UN Convention on Contracts for the International Sale of Goods (CISG) and any other international convention shall not apply with regard to the Terms, except the UN Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York 10.06.1958). The place of arbitration shall be London, United Kingdom. The arbitration proceedings shall be conducted in the English language and the award shall be in English.

**22. Proviso**

- 22.1 The execution of the Contract by IDENTEC is subject to the condition that there are no obstacles standing in the way of execution due to national and/or international (re-)export provisions, and especially no embargos and/ or other sanctions.

(Effective from January 1, 2016)