

Terms & Conditions of Sale and Delivery

The Terms & Conditions of Sale and Delivery are applicable for each delivery of products, unless otherwise is agreed in writing between **High Density Devices AS** (“HDD”) and the Customer (“Customer”).

In addition to these terms and conditions, there could be eventual individual agreements for the delivery of services and tailor-made products, modified products, direct deliveries from HDD to the end user, support, and more. Such services will be performed based on the terms and conditions and prices in force.

1. Quotations, Acceptance, Order Confirmation, Signing Contracts

Quotations issued by HDD are based on these terms and conditions of sale and delivery, and are absolute unless otherwise agreed in writing. By ordering products or services, the Customer also agrees to HDD’s terms and conditions. Customer’s dispatch of own or different terms and conditions of sale and delivery will not affect the quotation or its content.

The sales contract will not be valid until HDD has either confirmed the Customer’s order or shipped the products, depending on whatever comes first. Should HDD’s order confirmation differ from the Customer’s order in terms of amendments, reductions, or conditions, and the Customer is not willing to accept such deviances, the Customer must report this to HDD in writing without groundless delay, at the latest within three (3) working days. Unless otherwise stated, the order confirmation from HDD will be in force.

2. Prices

Unless otherwise stated in HDD’s pricelists, the prices listed are exclusive of VAT (Value Added Tax), carriage, and service charges. The price does not include installation, support or other services required to ensure the product is operational.

Prices in catalogues and pricelists shall not be binding for HDD, but interpreted as an offer for the Customer to order products. HDD can, up to the time of delivery, from its own or Value Added Reseller's warehouse, change the prices, based on changes in HDD Value Added Reseller's prices, in tariff rates, taxes, currency exchange rates, and other conditions beyond the control of HDD, in relation to the price in the pricelist applicable at the time of order or by the delivery of the quotation or order confirmation. However, such a change in pricing will not be done after ordered products have been delivered to the Customer or if it is confirmed in writing that the prices agreed are binding.

3. Delivery

All products are shipped ex works from HDD's warehouse or directly from the producer. The products are considered to be delivered either when HDD has informed the Customer that the products are ready to be collected, or products are dispatched by shipment from HDD's warehouse.

Passing of risk and responsibility for the safety of the products is transferred to the Customer immediately when the products are delivered in accordance with the statement in the above paragraph. This provision also includes the cases where shipment is effected, organized and/or supervised by HDD. The Customer is informed that some Value Added Resellers reserve the right, up until the products are delivered from HDD, to change the products' design, technical specifications, etc.

The Customer is responsible for the handling of packaging and other waste resulting from the delivery, and will assume HDD's legally binding obligations for the collection, storage, treatment, and destruction or recycling of such waste. Original packaging shall only be returned to HDD together with returned products.

4. Payment

HDD's standard payment terms are payment upon delivery. Assuming that credit has been granted, HDD's terms of payment are net ten (30) days from the invoice date.

HDD will charge an interest rate of 12% p.a. from the due date until payment is received. For any delay, the Customer agrees to pay the aforementioned interest rate in addition to possible reminder fees, collection fees, and other expenses resulting from the collection of the overdue payment.

The Customer agrees to pay the purchase price within the due date even if the Customer files claims of product defects or deficiencies, and the Customer is in every circumstance obligated to pay the purchase price in due time for those parts of the delivery that is not inadequate or defective. If disputes about product defects or deficiencies arise, the Customer is obligated to deposit the purchase price in Customer's bank as a security for payment to HDD.

5. Proprietary Rights – Sales Deposit

HDD reserves the proprietary rights and sales deposit for the sold product until payment, with the additional interest rates and expenses cf. Mortgages and Pledges Act §§ 3-14, of HDD's claim of purchase price is received, with the limitations dictated by the legislation in force. When reselling to its customers, the Customer is obligated to take similar measures for the protection of itself and HDD.

6. Delays

All estimated delivery dates are calculated to the best of HDD's judgement and based on such relations as product stock and other relations of significance for the ability to deliver. HDD reserves the right to change the date of delivery because of the aforementioned relations and other relations beyond the direct control of HDD. Should HDD learn that the delivery cannot be made on time, or if a delay from HDD has emerged, the Customer shall be notified immediately.

The Customer is not entitled to claim delay as a reason for breach of agreement and/or contract with HDD, and cannot claim compensation for direct or indirect losses inflicted on the Customer as a consequence of the delay. Liability for damages will under every

circumstance be limited to the purchase price of the delayed products. A delay resulting from the delivery being held back because of the Customer's missing settlement of due invoices or exceeded credit limits are entirely the Customer's responsibility and liability. Should the delay exceed three (3) months, the Customer is entitled to cancel the order.

7. Force Majeure

The time of delivery shall in every circumstance be postponed with the time found to be reasonable in light of the situation, if the delay is caused by occurrences beyond HDD's control or command, such as but not limited to industrial disputes, strikes, fire, mobilization or similar unforeseen military drafts, requisition, confiscation, currency restrictions, rebellions, shortage of logistics, general shortage in production, rejection of production batches, authority intervention, import- or export restrictions, revoked or rejected licenses, reduction in power supplies, and shortage in supplies resulting from the aforementioned conditions, in Norway or abroad.

8. Defects & Deficiencies – Complaints

Products are only delivered with the warranties provided to HDD by its producers which HDD can carry forward to the Customer, or those warranties provided to the products' end users. On self-produced products, HDD provides a twelve (24) month warranty from the date of delivery. The Customer cannot claim extended product warranties from HDD, unless such an extension has been agreed in writing. HDD will inform the Customer about the product-specific warranties upon request. The Customer is obliged to, when receiving the products, check the products for defects or deficiencies.

Should the Customer uncover defects or deficiencies in the product, the Customer must file the complaint with HDD without groundless delay and at the latest within five (5) days after receiving the products. Unless otherwise is stated, HDD assumes the Customer has approved the products. Should the complaint cover hidden defects or deficiencies, the deadline for filing a complaint is extended to three (3) months from the date of delivery. If the Customer has not filed a complaint for defects or deficiencies within the three (3) months after time of delivery, the Customer is not entitled to claim such defects or

deficiencies later, unless HDD guarantees for the product over a longer period or has acted in deceit, or if the producer or Value Added Reseller has offered extended warranties for the products' end users.

Should the product have defects or deficiencies that HDD accepts the responsibility for, HDD can replace the product, repair the product, or discount the purchase price. HDD shall inform the Customer of the action chosen. Should HDD decide to meet the claim by repairing the product or replacing it, the Customer can only revoke the purchase if the action is not conducted within a reasonable time, but not before the Customer has presented HDD with a reasonable deadline to complete the repair or replace the product. The Customer cannot claim any further breaches because of defects or deficiencies towards HDD, unless these have been caused by gross negligence or intent.

The Customer is obliged to follow HDD's procedures for returning a product with defects or deficiencies, including obtaining the RMA-number (via web) before the return is completed.

9. Compensation and Limitations of Liability

Unless applicable mandatory laws otherwise provide HDD shall have no liability for any defects, deficiencies or damage resulting from the Customer not following guidance documentation or other supplementary documentation provided by the manufacturer and/or HDD and enclosed with the products.

Unless applicable mandatory laws otherwise provide, HDD shall not be liable for any indirect, consequential or incidental damage the delivery of, or defects or deficiencies in the product may cause upon other products, data or goods, or for any loss caused thereof including but not limited to unrealized profits, loss from business interruption, loss of income, loss of business information and/or data, personal data, reputation or any similar events, even if HDD has been made aware that such losses may arise. Under no circumstances will HDD's liability include damage or indirect damage caused by the products that HDD, at the time of contract, could not reasonably foresee or take in to

consideration.

The Customer's right to compensation or deduction from the purchase price as a result of HDD's liability, as per these terms and conditions of sale and delivery, is, in every circumstance, limited to the agreed net purchase price for the products. Should HDD by court order or decision be made responsible for compensation, the compensation shall be limited to the purchase price for the product in question, assuming that the applicable law allow for such a limitation.

10. Product Descriptions

The Customer agrees that any information from HDD or its selling partners regarding the product's weight, dimensions, capacity, etc. in catalogues, descriptions, advertisements, prospectus, and such is to be considered as guiding, and that they are only binding should they be referred to in quotations and/or order confirmations from HDD.

11. Returns – Cancellations

Products delivered according to an agreed batch and/or execution will only be accepted in return according to the foregoing agreement and on the conditions determined by HDD. The Customer is obliged to follow these provisions and the procedures established for this purpose. Products not returned according to the procedures will not be accepted. Incomplete returns are returned to the Customer unprocessed at the Customer's own expense and risk. HDD reserves the right to, when crediting because of returns, to deduct a return fee equivalent of fifteen percent (15%) of the total invoice value, minimum three-hundred NOK (300,- NOK). This provision does not apply to products returned because of actual defects or deficiencies.

For certain product groups, including products tailor-made to the Customer, the Customer may, on special terms and against payment of an agreed fee, cancel orders or postpone the time of delivery, as long as this has been agreed with HDD in writing.

The Customer is obliged to follow HDD's procedures for returning products, including

obtaining the RMA-number before the return is completed. All returned products shall be wrapped in their original packaging and returned to HDD or any other address provided by HDD in writing.

If the Customer cancels or reschedules agreed consulting services within ten (10) working days before the agreed time of delivery, the Customer will be charged with the potential loss of consultancy income and any costs incurred in connection with the preparation for delivery of the service.

12. Obsolescence

No claims between HDD and the Customer, disregarding its nature or grounds, can, by any of the parties involved, be subject to proceedings, legal or otherwise, any later than two (2) years after the cause for the claim emerged, or in the case of missing payment, no later than three (3) years after the due date for the final payment.

13. Incorporeal Rights

Should the Customer notify HDD, in writing, that claims of a product violating a third party's patent rights or rights of origin have been raised against the Customer, the Customer is obliged to allow HDD or its selling partners to handle, at its own expenses, the Customer's case in such a law suit, under the conditions set forth by HDD or the individual selling partners. With this, the Customer grants HDD and/or its selling partners the rights to; 1) enter into the law suit, 2) take control over the proceedings and the negotiations for a conclusion or settlement of the case, 3) grant the Customer the right to continue selling the delivered products, or change or replace the products so they no longer violate any rights; awarded compensation or costs of the case shall fall to HDD or its selling partners, 4) to withdraw the products after written request from HDD; HDD will provide the Customer with a compensation for the returned products similar to the written down value of the products.

HDD will not be liable for claims of violation of patent rights or rights of origin based on functions or implementations of products in combinations with products not delivered or

manufactured by HDD's selling partners. HDD claims no liability for claims based on third party's changes or modifications of a product delivered by HDD. HDD, under no circumstances, is liable for consequential damages or claims because of the aforementioned. In addition, HDD shall have no liability should the product be developed according to the Customer's specifications, or if the violation cannot be directly linked to the delivered products but to the Customer's specific implementation of them, hereunder additions or changes to the product in relation with the delivered products, or to the products' combination, or implementation, with other products.

14. Patent or Licensing Rights for Software

Unless otherwise stated by HDD or the producer of the software, the following applies;

1) All software is delivered with those licenses and other rights of origin, including but not limited to; documentation, licensing documents, and other information enclosed with the software or its storage media. The Customer is obliged to, upon receipt of the software, follow the instructions provided by the manufacturer/licensor in relation to e.g. return of completed licensing documents. The Customer is obliged to make its customers especially aware of the end user's obligations. 2) For the software, it is especially important that the Customer, upon payment of the purchase price, only acquire right of ownership for the storage media the software was distributed on. Neither right of ownership nor rights of origin for the software is transferred to the Customer unless otherwise is specifically pointed out by the manufacturer in writing. Transfer of rights of disposal for the software is made on the terms provided by the manufacturer, and normally enclosed with the software-package. The Customer shall take into particular consideration, those terms and conditions governing the transfer of rights for disposal of the software after re-selling.

15. Copyright and Trademarks

The Customer does not acquire ownership of copyright, patent rights or other intellectual property rights in any part of any sold or licensed product by virtue of this agreement and acknowledges that any and all copyrights, patent rights, trademarks and other intellectual property rights subsisting in or used in connection with the products including any

software, documentation and/or manuals relating thereto (the Products) are and shall remain the property of HDD or its licensor(s) and the Customer shall not during or after expiry or termination of its use of the products in any way question or dispute the ownership thereof, perform any acts of reverse engineering, copying the Products in whole or in part or any other actions contrary to the interests and intellectual property rights of HDD and its licensor(s).

16. Export

Beyond those limitations governing the right to transfer or in any other way have control over the product as a result of these terms and conditions of sale and delivery, or from special agreements made between HDD and the Customer, or from conditions raised by manufacturers or selling partners, it may through export or any other transfer of product or parts of the product, be special limitations determined by Norwegian or foreign authorities. The Customer recognizes that license to export or other permits provided by authorities may be required to export to countries and/or individual customers, and the Customer must take responsibility to hold itself informed of any such limitation in export, and comply with the governing regulations, as well as acquire the necessary licenses should such be required.

HDD accepts no liability regarding the Customer's export of products delivered by HDD. The Customer is made particularly aware of the export regulations limiting the access to export to certain countries and customers as well as certain purposes, as imposed by relevant authorities.

17. Information to Customers and End Users

The Customer is obliged to inform its customers and end users of those regulations stated in these terms and conditions of sale and delivery that will or may affect the customer's and the end user's purchase, sales, implementation, or other disposal of products, hereunder patent rights and rights of origin and potential warranties provided by the

producer. The sale and application of the products may be restricted in consideration of e.g. nuclear power plants, etc. The Customer is obliged to acquire more information from HDD should the products be sold or used for any purpose other than normal commercial and/or private off-the-shelf use.

18. Disputes

This Agreement shall be governed by, and interpreted and construed in accordance with the laws of Norway. The application of the UN-Sales Convention is explicitly excluded. Both parties hereby irrevocably submit any disputes under this Agreement to the exclusive jurisdiction of the city court of Oslo, Norway (Oslo tingrett). However, the parties agree prior to any legal proceedings to negotiate in good faith to resolve any disputes between them regarding this Agreement. If the negotiations within a reasonable time do not resolve the dispute to the reasonable satisfaction of the parties to the dispute, any of the parties in dispute may initiate legal proceedings as set out herein.