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	Ulf Nolemo, CEO	909-16001	

## NoleTec AB Standard Sales Terms and Conditions

**1. Applicability.** This document (the "agreement") is incorporated by reference to any quotes and order acknowledgments made by NoleTec ("Seller"). Any additional or different terms or conditions shall be deemed inapplicable to any transaction unless specifically agreed to in writing by authorized representative for NoleTec. Subject to the foregoing, this agreement exclusively governs all quotations and sales transactions entered into by Seller. Acceptance of a buyer's order and Seller's agreement to supply products are expressly conditioned by buyer's assent to this agreement

An order or acceptance by a customer ("Buyer") of the products and services which are subject of the order shall constitute Buyer's acknowledgement and agreement that this Agreement is intended to be the parties' final expression and exclusive statement of the terms of their agreement and supersede and prevail over all terms and conditions otherwise discussed or proposed by Buyer or Seller, except as otherwise agreed in writing by authorized representative of the Seller. No course of dealing, no usage of trade and no acceptance of or acquiescence to any course of performance shall modify, alter or be relevant to explain or modify this Agreement.

**2. Prices.** Prices are specified by Seller in U.S. dollars (unless another denomination is expressly identified).

All prices are subject to adjustment on account of specifications, quantities, shipment arrangements or other terms and conditions that are not a part of the original price quotation. Prices are exclusive of all excise, sales, use, value added, occupational or like taxes. Prices are consequently subject to increase by the amount of any such tax that Seller pays or is required to pay or collect upon sale or delivery of products. Any certificate of exemptions or similar document or proceeding required to exempt the sale of products from sales or use tax liability shall be obtained by Buyer, at its expense.

**3. Terms of Payment.** Standard payment terms is payment in advance. Except where satisfactory open account credit is agreed and established, in which case terms are net thirty (30) days from the date of invoice. The amount of credit or terms of payment may be changed or credit withdrawn by Seller at any time. Seller reserves the right at any time to revoke any credit extended to Buyer for any risk deemed sufficient by Seller. Seller will issue invoices on shipment in the case of all products; if deliveries are made in installments, each shipment shall be invoiced and payable when due without regard to other scheduled deliveries. Overdue payments shall be subject to finance charges computed at a periodic rate of 1.5% per month or, if less, the maximum rate permitted by law. All amounts owed by Buyer with respect to which there is no dispute shall be paid without set-off of any amount that Buyer may claim is owed by Seller and regardless of any other controversies that may exist. In the event of default by Buyer, Seller shall be entitled to recover from Buyer costs, fees, and expenses incurred by Seller in collecting amounts owed by Buyer, including, reasonable attorneys' fees, court costs and other costs of collection.

**4. Purchase orders** Purchase Order presented to NoleTec are, unless otherwise agreed to in writing by authorized representative of the Seller non-cancellable and non-changeable.

**5. Lead Time** Lead time for deliveries as stated in Seller's quote, or other contracts, constitutes an indication of the time frame within which the Seller will aspire to make delivery of ordered product or services. Any delays for the delivery will not warrant any right to cancellation of the purchase order. If delays become significant, Seller will properly inform Buyer of the situation and provide new estimate of delivery time.

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**6. Delivery.** All deliveries are Free On Board from Seller's factory or offices. Title and risk of loss with respect to the products shall pass to Buyer when delivery is made. Any loss or damage after delivery shall not relieve Buyer from any obligations hereunder. Seller reserves the right to make deliveries in installments. All products will be scheduled for shipment in accordance with Seller's applicable shipment sequence and Seller will confirm in writing, and amend as appropriate, the shipment schedule. If Buyer fails to make each payment when it is due, Seller reserves the right to withdraw credit and thereby suspend or cancel performance under any or all purchase orders or agreements in which Seller has extended credit to Buyer. Seller's suspension of performance may result in a rescheduling delay contingent on current product availability. Under no circumstances shall Seller be liable to Buyer for any delay either in shipment or in delivery. If a delay or a force majeure event under Section 13 occurs, Seller may, at its option, (a) extend the delivery date for a time equal to the period of the delay and/or (b) allocate its available supply among its customers when it is unable to supply its total demands and/or commitments. In no event shall Seller be obligated to compensate Buyer for the re-procurement of products, services or other items from others.

**7. Shipment.** If Buyer's nominated carrier fails to pick up product as scheduled, Seller reserves the right to select another carrier and ship the products to Buyer's address indicated on Buyer's purchase order at Buyer's expense. Seller will not assume any liability in connection with the shipment or constitute any carrier as its agent. Buyer shall be responsible for making all claims with carriers, insurers, warehouses and others for non-delivery, loss, damage or delay. All claims for damage to products or shortage must be made within thirty (30) days of shipment.

**8. Returns.** Buyer shall not return any products for any reason without the prior authorization of Seller and the issuance by Seller of a Return Material Authorization (RMA). Returns must be shipped using Seller's preferred carrier. The RMA shall specify the RMA number, the terms and conditions upon which returns may be made, and Seller's preferred carrier. The RMA number must be marked on the outer shipping carton packing list, commercial invoice and carrier airway bill when products are returned. Returns made without obtaining prior authorization or without the RMA number properly marked on the outer shipping carton will be returned to sender at Buyer's expense.

**9. No Modification or Reverse Engineering.** Buyer agrees that it will not modify, adapt, alter, translate, or create derivative works from any of the products purchased from Seller or derive, attempt to derive or direct others to derive the source code of any software product or the physical structure or technical properties of any other product purchased from Seller by reverse engineering, disassembly, decompilation or any other means.

**10. Warranty.** Seller warrants that each product will be free of defects in material and workmanship and conform to Seller's applicable specifications and datasheet for a period of ninety (90) days. This warranty commences on the date the product is shipped by Seller. Seller's sole liability and responsibility under this warranty is to repair, replace or issue a credit for the purchase price of any returned product which Seller determines does not conform to the warranty. Product returned to Seller for warranty service will be shipped to Seller at Buyer's expense and will be returned to Buyer at Seller's expense. In no event shall Seller be responsible under this warranty for any defect which is caused by negligence, misuse or mistreatment of a product or for any unit which has been altered or modified in any way. The warranty for replacement products shall terminate with the warranty of the product. Seller makes no warranty as to prototypes, engineering samples, test boards, pre-production products, or products not manufactured by Seller. All such unwarranted products are sold to Buyer "as is". Seller's warranties as hereinabove set forth shall not be enlarged, diminished or affected by, and no obligation or liability shall arise or grow out of, Seller's rendering of technical advice or service in connection with Buyer's order of the products furnished hereunder.

**11. Warranty Disclaimer.** Seller's express warranty to buyer constitutes seller's sole liability and buyer's sole remedy. Seller disclaims all other warranties, expressed or implied, to the extent permitted by applicable law, including any warranty of merchantability or fitness for a particular purpose or non-infringement.

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**12. Defense of Infringement Claims.** If a third party files a claim or brings an action against Buyer alleging that a product, as delivered by Seller to Buyer, infringes a Patent, copyright, trademark or other intellectual property right, and if Seller is promptly advised of any such claim or action by Buyer, then Seller shall assume and have sole control of the defense of any such action or claim at its own expense, including the sole power and authority to negotiate any settlement or compromise and shall be responsible for any judgment or award issued in such action based on such infringement. If at any time use of the product is enjoined or is discontinued because of such action, Seller shall, at its sole option and expense, either procure for Buyer the right to continue using the product, replace or modify the product so that it becomes non-infringing or grant Buyer a credit for the purchase price of the product and accept its return. Seller shall not have any liability or obligation under this Section if the infringement of a third party right is based in any way upon (i) the use of products in combination with other components, equipment or software not furnished by Seller; (ii) use of a product in practicing any process; (iii) any product which has been modified or altered; (iv) the manner in which the product is used even if Seller has been advised of such use; or (v) Seller's compliance with Buyer's designs, specification or instructions. In no event shall Seller's total liability to Buyer under this Section exceed the aggregate sum paid to Seller by Buyer for the infringing products. If any suit or proceeding is brought against Seller based on a claim that the products manufactured by Seller in compliance with Buyer's specifications and supplied to Buyer directly infringe any duly issued patent, then the patent indemnity obligations herein stated with respect to Seller shall reciprocally apply with respect to Buyer. The foregoing states the sole and exclusive liability of the parties hereto for patent infringement and is in lieu of all warranties, express, implied, or statutory, in regard thereto. No license or right is granted by Seller to the Buyer under any patent, patent application, trademark, copyright, software or trade secret. Any such grant shall be made in a separate written agreement.

**13. Substitutions and Modifications of Specifications; General Product Change and Obsolescence/End of Life Notifications.** Seller assumes the right to make substitutions and modifications in the specifications of any of the products or parts thereof designed by Seller provided such substitutions or modifications will not materially affect the performance of such products.

**14. Assignment.** Neither this agreement nor any purchase order issued and accepted under this Agreement is assignable by Buyer without the prior written consent of Seller and any attempt to assign any rights, duties or obligations arising hereunder shall be void.

**15. Force Majeure.** Seller shall not be liable for any loss or damage resulting from any delay in delivery or failure to give notice of delay when such delay is due to any cause or event beyond Seller's control, including, but not limited to, acts of nature, acts of terrorism, epidemic or pandemic diseases, unavailability of supplies or sources of energy, riots, wars, fires, strikes, labor difficulties, delays in transportation, delays in delivery or defaults by Seller's vendor or acts or omissions of Buyer. In the event of delay due to any such cause, time for delivery shall be extended for a period of time equal to the duration of such delay and Buyer shall not be entitled to refuse delivery or otherwise be relieved of any obligations as a result of the delay.

**16. Limitation of Liability.**

Unless otherwise expressly agreed in writing by seller, seller shall not be liable to buyer, buyer's customer or any other third party for any liability, loss, damage, cost or expense arising out of any claim for personal injury, death or property damage related to products sold hereunder.

In no event shall seller be liable for special, indirect or consequential damages (including but not limited to; lost profits, lost opportunities or interruption of business) or punitive damages due to any cause whatsoever, whether such liability is asserted on the basis of contract, strict liability or otherwise even if warned of any such loss or damage and even if any of the limited remedies of this contract fail their essential purpose. No suit or action shall be brought against seller more than three months after the related cause of action has accrued.

In no event shall the accrued total liability of seller to buyer or any third party for losses or types of damages, whether from any lawsuit, claim, warranty or other disputed matter exceed the aggregate sum paid to seller by buyer under the order that gives rise to such loss or damage.

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**17. Use in Safety and Life Support Applications.** Products sold by seller to buyer hereunder are not designed or intended for applications where failure can reasonably be expected to result in personal injury, death or to sustain life.

Buyer uses, markets and sells the products for such applications at its own sole risk, expenses and agrees to indemnify and hold seller harmless from any and all damages, costs or expenses arising from any claim or action or any third party based on the actual or alleged failure of a product to perform such applications and agrees that seller's warranty in this agreement does not extend to any such applications.

**18. Proprietary Information/Release of Information.** Except as required by law, neither Seller nor Buyer shall publicly announce or disclose the existence of this Agreement or its terms and conditions, or advertise or release any publicity regarding this Agreement, without the prior written consent of the other party. This provision shall survive the expiration, termination or cancellation of this Agreement. The protection of any confidential or proprietary information of either shall be governed by the terms and conditions of any applicable mutual non-disclosure agreement executed between the parties.

**19. Waivers.** All rights and remedies of Seller hereunder shall be cumulative and may be exercised singularly or concurrently. In the event that either party shall on any occasion fail to perform any term herein and the other party shall not enforce that term, failure to enforce on that occasion shall not prevent enforcement on any other occasion.

**20. Exports.** The ultimate shipment of potential orders solicited by Buyer shall be subject to the right and ability of Seller to make such sales and shipments under all policies, decrees, orders, laws, rules and regulations of the Country of Sweden and the European Union presently in effect, or which may be in effect hereafter, which govern exports or otherwise pertain to export controls and regulations.

Any order which has been accepted by Seller but which cannot be fulfilled due to such policies, decrees, orders, laws, rules or regulations shall be considered to have been rejected when submitted to Seller for acceptance or rejection. Buyer shall not transfer, directly or indirectly, any product or technical data received from Seller or the direct product of such data, to any destination subject to export restrictions under EU law, unless prior written authorization is obtained from the appropriate agencies. In addition, any products sold hereunder may not be exported, re-exported, or transferred to any end-user engaged in activities, or for any end-use, directly or indirectly related to the design, development, production, use, or stockpiling of weapons of mass destruction (e.g. nuclear, chemical, or biological weapons and the missile technology to deliver them). The parties acknowledge that they may each be subject to penalties for transacting business involving product, or Seller's technical information, with any customers that it knows or has reason to know are subject to denial of EU export privileges, or engages, directly or indirectly in prohibited nuclear, chemical, biological or missile technologies. Buyer shall indemnify and defend Seller and Seller's officers, directors, shareholders, employees and agents, and its successors and assigns (collectively and severally, "Indemnified Seller") against, and hold Indemnified Seller harmless from, any loss, claim, damage, suits, costs, expenses (including without limitation attorneys, accountants and other professional fees), that arise out of or result from any breach of this by Buyer.

**21. Compliance with Laws.** Buyer shall comply with all applicable Swedish, EU and foreign laws. Buyer shall not, in connection with any business transactions involving Seller, make or promise to make any payment or transfer anything of value, directly or indirectly, to any governmental official, political party, officer, director, employee, or representative of any actual or potential customer of Seller or any other person or entity if such payment or transfer would have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or otherwise violate the laws of the country in which made or the laws of the country of Sweden or the European Union. Buyer shall indemnify and hold Seller harmless against any and all losses, fines, penalties, costs and expenses incurred by Seller as a result of Buyer's breach of the foregoing obligations.

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**22. Entire Agreement and Amendments.** This Agreement constitutes the entire agreement between the parties and supersedes all previous communications, whether oral or written. Any changes or additions to this Agreement may be made only upon agreement of Seller in writing.

**23. Governing Law.** This Agreement is made in, governed by and shall be construed in accordance with the laws of the Country of Sweden without regard to conflicts of laws principles.

**24. Dispute Resolution.** Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Sweden in accordance with the Arbitration Rules of Sweden.

**25. Notice.** All notices and other communications required or permitted under this Agreement shall be in writing and shall be sent by overnight air courier service or electronically by email.