

STANDARD TERMS & CONDITIONS FOR SONAIR'S SALES OF PRODUCTS

1 SCOPE OF APPLICATION

- 1.1 The following are the terms and conditions ("**T&Cs**") for the sale of products ("**Products**") by Sonair AS ("**Sonair**") to each individual Sonair customer ("**Customer**").
- 1.2 Unless otherwise explicitly agreed in writing, these T&Cs shall supersede any contradicting terms and conditions referred to or included in purchase orders or any other documents provided by the Customer.

2 THE DOCUMENTS OF THE AGREEMENT

Unless otherwise is confirmed explicitly by Sonair, the agreement consists solely of the following documents (together referred to as the "**Agreement**"):

- a) Sonair's order confirmation (the "**Order Confirmation**")
- b) These T&Cs

In case of contradictions, the documents shall prevail over each other in the order listed above.

3 PRICES AND TERMS OF PAYMENT

- 3.1 The applicable prices for the Products will be Sonair's price list ("**Price List**") as applicable at the time of the Order Confirmation. All prices in the Price List are exclusive of any applicable VAT, which (if applicable) shall be payable by the Customer in addition.
- 3.2 The Price List is normally adjusted annually but may also be adjusted by Sonair at shorter intervals.
- 3.3 Any change of the Price List shall only take effect on orders that are not already confirmed by an Order Confirmation.
- 3.4 Standard packaging shall be included in the price of the Products.
- 3.5 Payment terms are Net 30 days from delivery following receipt by the Customer of Sonair's invoice properly accompanied by written evidence of dispatch of the Products, provided successful credit insurance application to Sonair's satisfaction. Otherwise, standard payment terms are 100 % prepayment before delivery.
- 3.6 If the Customer fails to pay within the above deadline Sonair is entitled to a late payment interest of 1% per commenced month until full payment, including handling/collecting charges, has been received. Further, Sonair is not obligated to deliver further Products until full payment is received.
- 3.7 The Products shall remain the property of Sonair until paid for in full.

4 PURCHASE ORDER

- 4.1 A binding offer is made when the Customer has sent a Purchase Order by e-mail to Sonair, where the type of Product, quantity, price and other information needed by Sonair is specified.
- 4.2 Sonair is not bound by the Purchase Order until it has confirmed its acceptance in writing by way of an Order Confirmation in Sonair's standard form. Sonair is not obliged to accept any Purchase Order.
- 4.3 If the Customer cancels the Purchase Order after Sonair has issued its Order Confirmation, Sonair is in any case entitled to full payment, in such case within 30 days from issuance of invoice.

5 DELIVERY AND PASSING OF RISK

- 5.1 The risk for the Products passes upon delivery in accordance with the agreed term of delivery.
- 5.2 Unless otherwise specifically agreed in writing in the Order Confirmation, the agreed term of delivery is Ex Works INCOTERMS 2020, Sonair Oslo, Norway.
- 5.3 The Customer must inspect the shipment for transportation damages immediately upon receiving the Products from the transportation provider. If any indication of damage is then detected, the Customer shall immediately inform the transportation provider and Sonair in writing.

6 DEFECTS AND WARRANTY

- 6.1 Sonair issues a 12 months limited warranty for the Products (the "**Limited Warranty**").
- 6.2 The warranty period commences on the date the Products are dispatched from Sonair and lasts for 12 months thereafter (the "**Warranty Period**").
- 6.3 For the duration of the Warranty Period, Sonair warrants that the Products will be in conformity with the product specifications and free from material defects in materials and workmanship.
- 6.4 Sonair's sole obligation in case of defects covered by the Limited Warranty is, at Sonair's option, to repair or replace any such Product that was defective at the time of delivery. Such repair or replacement will be done by Sonair free of charge.
- 6.5 The Limited Warranty does not apply to Products where;
- a) payment has not taken place in accordance with the agreed terms;
 - b) defects/faults occur due to carelessness, abnormal use or physical strain on the Product, incorrect operation or installation (commissioning) of the equipment;
 - c) any use in contradictions with the instructions from Sonair; or
 - d) where the Products has been modified or if parts other than the original parts from Sonair have been inserted into them.
- 6.6 Any claims under this Limited Warranty must be made in writing to Sonair within 30 calendar days of the manifestation of a problem with the Products, otherwise no warranty claim may later be raised for the relevant defect. If Sonair implements a claims ticketing system or similar for processing warranty claims, the Customer shall use such system in accordance with Sonair's instructions.
- 6.7 Sonair shall not have any other liability for defective Products than explicitly described in this clause 6, neither under contract, law, tort or any other basis.

7 DELAY

- 7.1 If Sonair anticipates that it will not be able to deliver the Products at the agreed time of delivery, and this is not due to circumstances for which the Customer is responsible, Sonair shall notify the Customer thereof in writing, stating the reason, and if possible, the time when delivery can be expected.
- 7.2 If the Products are not delivered within 90 days after the agreed delivery date, and this is not caused by a Force Majeure Event or circumstances on the part of the Customer, the Customer has the right to demand cancellation.
- 7.3 Sonair shall not have any other liability for delayed delivery than explicitly described in this clause 7 neither under contract, law, tort or any other basis.

8 FORCE MAJEURE

- 8.1 Sonair shall not be liable towards the Customer under the terms of the Agreement or otherwise to the extent Sonair's breach of its obligations towards the Customer are due in whole or in part to matters (including interruption) beyond Sonair's control, including but not limited to acts of God, acts of any government, war, other hostility, civil disorder, the elements, fire, explosion, power failure, epidemic or pandemic, industrial or labor dispute and similar causes (each a "**Force Majeure Event**"). Sonair shall give the Customer written notice of the Force Majeure Event.

9 INTELLECTUAL PROPERTY RIGHTS

- 9.1 All intellectual and proprietary rights, titles and interests, including, without limitation, all copyrights, patent rights, trade or service marks, business or trade names, logos, trade dress, slogans, brand features, internet domain names and email addresses, rights protecting goodwill and reputation, know-how, trade secrets, documentation, design and database rights and compilations, domain names, moral rights, rights of publicity and all other intellectual property rights and similar or equivalent rights in any way relating to the Products or modifications of these, the brand of Sonair anywhere in the world which currently exist or are recognized in the future; and all applications, extensions and renewals in relation to any such aforementioned rights, are and shall be held by Sonair alone, whether registered in a public register or not.

10 COMPLIANCE WITH SANCTION AND EXPORT CONTROLS LAWS

- 10.1 The Customer represents that it will at all times comply with any and all applicable sanctions and export control laws and regulations in performance of activities covered by the Agreement, including but not limited to, relevant economic or financial sanctions, trade and export controls, as well as restrictive measures following from the designation on sanctions lists of specified persons or entities in each case as imposed by relevant sanctioning authorities of any of the United States, the United Kingdom, the European Union, Norway and the United Nations.
- 10.2 The Customer certifies that the Products will not be re-exported or otherwise re-sold or transferred to a destination subject to UN or EU embargo where the act would be in breach of the terms of that embargo.

11 LIMITATION OF LIABILITY AND INDEMNITIES

- 11.1 Notwithstanding any other clause, term or condition in the Agreement or any Purchase Order, Sonair's total liability for any and all claims related to the Agreement or any relevant Purchase Order shall under no circumstance exceed the total purchase price of the Purchase Order such claims are relating to.
- 11.2 Furthermore, Sonair shall under no circumstances be liable for loss of revenue, profit or data, loss of use of any property or capital, loss of anticipated savings, loss caused by third party claims, or any indirect or consequential loss of any kind. This provision applies regardless of whether the Customer's claim should be based on contract, law, tort or any other basis.
- 11.3 The Customer shall indemnify and hold Sonair harmless from and against, all liabilities, costs and expenses relating to claims brought by any third party regarding Products incorporated into the Customer's or any third parties' products.

12 GOVERNING LAW AND DISPUTE RESOLUTION

- 12.1 The Agreement shall be governed by Norwegian law.
- 12.2 Any dispute, controversy or claim arising out of or in connection with the Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules of the Arbitration and Dispute Resolution Institute of the Oslo Chamber of Commerce in force at any time.

- 12.3 The rules for fast-track arbitration shall apply where the amount in dispute does not exceed NOK 2,000,000. The amount in dispute includes the claims made in the request for arbitration and any counterclaims made in the response to the request for arbitration.
- 12.4 The parties agree to keep confidential the existence of the arbitration, the arbitral proceedings, the submissions made by the parties and the decisions made by the arbitral tribunal, including its awards, except as required by applicable law or to enforce the award, and to the extent not already in the public domain.
- 12.5 The place of arbitration shall be Oslo, Norway, and the language of the arbitration proceedings shall be English.