



**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 as "Service"). Customer's General Terms and Conditions of Purchase or any other general terms and conditions, if included in its acceptance offer or offer to IDENDEC, shall not be applicable, even if they were not rejected explicitly in any individual case by IDENDEC. The delivery of any Goods or rendering 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* (for details please visit IDENDEC's website under <https://www.idencsolutions.com/home/archive/>). IDENDEC reserves the right to change the SLA from time to time). Alternatively, the software terms and conditions issued by the Austrian Electrical and Electronics Industry Association, and with regard to assembly of work the terms and conditions for Assembly Work issued by the Austrian Power Current and Light Current Engineering Industry and/or (where applicable) the terms and conditions for the Assembly of Electrical Equipment used in medicine issued by the Austrian Electrical and Electronics Industry shall apply accordingly (the current versions are available at <https://www.feei.at>). These Terms shall, however, in any case have precedence over conflicting provisions in the terms and conditions issued by the Austrian Electrical and Electronics Industry.
- 1.2 Any deviation from the terms and conditions set forth in clause 1.1 above, shall be valid only if expressly accepted in writing by IDENDEC.

2. Submission of Offers

- 2.1 IDENDEC's offers shall be deemed non-binding unless they have been submitted in writing and have been expressly referred to as being binding.
- 2.2 Tender documents and project documentation must not be duplicated nor made available to third-parties without the permission of IDENDEC. They may be claimed back at any time and shall be returned to IDENDEC immediately if the order is placed elsewhere.

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.
- 3.2 Particulars appearing in catalogues, folders etc. as well as any oral or written statements shall only be binding if IDENDEC makes express reference to them when confirming the order.
- 3.3 Subsequent amendments of, or additions 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 2010) 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 holds for 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 with regard to a specific country, including current and/or future costs (e.g. fees).

5. Delivery

- 5.1 All delivery dates stated by IDENDEC are approximates.
The period allowed 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;
 - 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 from authorities or third-parties for the construction of plant and equipment. If the granting of such licenses or approvals is delayed for any reason, the delivery period shall be extended accordingly. In the case that IDENDEC does not hold a type approval for the Goods as required by applicable law in the designated country (the 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 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, 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 major component supplier who is difficult to replace. The aforesaid circumstances shall be deemed to prevail irrespective of whether they affect IDENDEC or its subcontractors and/or sub-suppliers.
- 5.5 If a contractual penalty for default of delivery was agreed upon by the parties when the contract was concluded, it shall be executed as follows, and any deviations concerning individual items shall not affect the remaining provisions: Where delay in performance can be shown to have occurred solely through the fault of IDENDEC, the Buyer may claim for each completed week of delay an indemnity of a maximum of 0,5 %, but in total of no more than five (5) % of the value of that part of the Goods to be delivered, which cannot be used on account of IDENDEC's failure to deliver an essential part thereof, provided the Buyer has suffered damage to the aforesaid extent. In any case, a written reminder shall be required from the Buyer. Assertion of rights of damages exceeding this extent shall be precluded.
- 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 delivery period agreed accordingly.
- 5.8 As far as export transactions go, the supply of Goods to locations outside the Norwegian VAT area shall as a main 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 IDENTEC. Such 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 (such as an entry certificate or other equal supporting documents). Unless not otherwise determined by IDENTEC, 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 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 clause 5, or its obligation to cooperate as stated therein, the Buyer shall be liable and reimburse IDENTEC for any and all consequential costs incurred, for instance, a subsequent collection of VAT, as well as any other loss occurred.
- 5.11 IDENTEC 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 2010. Notwithstanding the foregoing, risk in any Product that may from time to time be supplied by IDENTEC 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 IDENTEC.
- 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 rendered by IDENTEC. The risk in respect of such Services or any part thereof, shall pass to the Buyer at the time the Services have been rendered.
- 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 IDENTEC 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, one third (1/3) of the purchase price shall be due at the time the Buyer receives the order confirmation from IDENTEC, one third (1/3) after half the delivery period has elapsed and the balance at the time of delivery. 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 IDENTEC'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 IDENTEC's disposal.
- 7.6 If the Buyer fails to meet the terms of payment or any other obligation arising from this or other legal transactions, IDENTEC may, without prejudice to its other rights,
- suspend the performance of its own obligations until payments have been made or other obligations fulfilled, and exercise its right 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 IDENTEC 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, IDENTEC 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 are subject to complete payment in due time by the Buyer.
- 7.8 IDENTEC 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 IDENTEC's prior consent. Such potential consent will be given on the condition that the Buyer assigns its claim, out of a resale of conditional Goods, even if they are processed, transformed or combined with other goods, to IDENTEC to secure the latter's purchase money claim. In the case of resale granting respite, the Buyer shall have the power of disposal of the Product under retention of ownership only with the proviso that upon reselling, the Buyer notifies the secondary buyer of the assignment for security. Upon request, the Buyer has to notify the assigned claim and the debtor thereof to IDENTEC, and to make all information and material required for debt collection available and to notify the assignment to the third-party debtor. If the Goods are attached or otherwise levied upon, the Buyer shall draw attention to IDENTEC title and immediately inform IDENTEC of the attachment or levy.
- 7.9 The Parties allow the use of electronic invoicing or PDF invoices.
- 8. Warranty and Acceptance of Obligation to Repair Defects**
- 8.1 Once the agreed terms of payment have been complied with, IDENTEC 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 agreement, no warranty obligations may be deduced.
- 8.2 The warranty period for hardware shall be twelve (12) months. The warranty period for software shall be 90 days. These conditions shall also apply to any 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);
 - the warranty does not cover the damage caused by normal wear and tear, misuse, negligence, accident and natural disaster;
 - the warranty will be rendered invalid if the Goods are resold or have been damaged by modifications/repairs by any parties other than IDENTEC. IDENTEC disclaims any liability for incidental or consequential damages;
 - The Buyer must consult IDENTEC's Support Desk before returning any Product or component hereof, or requesting replacement and/ or repair. IDENTEC is not responsible for any unexpected returns of the Goods or components hereof; and
 - 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 delivery and/or the performance of Services is delayed for reasons outside of IDENTEC's control, the warranty period shall begin two (2) weeks after IDENTEC is ready to deliver and/or perform Services.
- 8.6 The foregoing warranty obligations are conditional upon the Buyer giving notice in writing within a reasonable period, of any defects that have occurred and such notice reaching IDENTEC. The Buyer shall prove, within a reasonable period, the presence of a defect, in particular the Buyer shall make available to IDENTEC, within a reasonable period, all material and data in the Buyer's possession. Upon receipt of such notice, IDENTEC 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 (e. g. expenses for assembly and disassembly, transport, waste disposal, travel and site-to-quarters time) shall be borne by the Buyer. For warranty work on the Buyer's premises, the Buyer shall make available any assistance, hoisting gear, scaffolding and sundry supplies and incidentals that may be required, free of charge. Replaced parts 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 delivered.
- 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/home/archive/>. IDENDEC reserves the right to change the „Hardware Return and Repair Policy“ from time to time.

9. Withdrawal from Contract

- 9.1 The Buyer may withdraw from 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. Withdrawal from the contract shall be notified in writing, by registered mail.
- 9.2 Irrespective of its other rights, IDENDEC shall be entitled to withdraw from the contract
 - a) if the execution of delivery or the inception or continuation of Services to be rendered 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 13.
- 9.3 For the reasons given above, withdrawal from the contract shall also be possible in respect of any outstanding part of the delivery or Service contracted for.
- 9.4 If bankruptcy proceedings are instituted against the Buyer or an application for bankruptcy proceedings is not granted for insufficiency of assets, IDENDEC may withdraw from the contract without allowing a period of grace. If this withdrawal is taken, it shall take effect immediately upon the decision that the business will not be continued. If the business will be continued, a withdrawal 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 immediately unless the bankruptcy law to which the Buyer is subject conflicts with this, or if termination of the contract is necessary to prevent significant damages to IDENDEC.
- 9.5 Without prejudice to IDENDEC's claim for damages, including expenses arising prior to a lawsuit, upon withdrawal from contract any open accounts in respect of deliveries made or Services rendered, in whole or in part shall be settled according to contract. 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.
- 9.6 Withdrawal from the contract shall have no consequences other than those stipulated above.
- 9.7 The assertion of claims on the ground of *laesio enormis*, error, or lapse of purpose by the Buyer is excluded.

10. Disposal of Waste Electrical and Electronic Equipment

- 10.1 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.
- 10.2 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 (*Avfallforskriften*) 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*).
- 10.3 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 10. The Buyer shall bear the burden of proof of performance of this obligation.
- 10.4 Clauses 10.1 through 10.3 shall apply mutatis mutandis to buyers incorporated in a member state of the European Union (EU) or the European Economic Area (EEA).

11. IDENDEC's Liability

- 11.1 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.
- 11.2 IDENDEC shall not be liable for damage due to acts of ordinary negligence nor for consequential damages or damages for pure economic loss, indirect damages, loss of production, financing costs, costs for replacement energy, loss of energy, data or information, loss of profits, loss of savings or interest, or damage resulting from third-party claims against the Buyer.
- 11.3 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.
- 11.4 If contractual penalties are agreed upon, claims over and above the same arising from the corresponding titles are excluded.
- 11.5 Claims that exceed the contractual penalties that were agreed on are excluded from the respective title. The provisions of clause 11 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.

12. Intellectual Property Rights and Copyrights

- 12.1 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.
- 12.2 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.
- 12.3 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.

13. Compliance with Export Provisions

- 13.1 When passing on the Goods delivered by IDENDEC to any third-party (as well as any related documentation, regardless of the method of provision or the Services performed by IDENDEC [including technical support of any kind]), the Buyer must comply with all applicable regulations of national and international (re-)export provisions. In any case, the Buyer must observe the (re-)export provisions of IDENDEC's country of residence, the European Union, Norway and the United States of America.
- 13.2 If necessary for export controls, the Buyer must provide IDENDEC with all necessary information immediately after being requested to do so, for example, information about the final recipient, final destination and purpose of the Goods or Services.

14. Confidentiality and Data Privacy

- 14.1 The parties are bound by the confidentiality of the information provided under the contract, in whatever form or format, and shall use such information solely for the purpose of the contract. This limitation does not apply to information that is or becomes part of the public domain, or has been in possession of recipient prior to any disclosure made to recipient, without any responsibility of the receiving party, which can be shown. Each party covenants that its employees, subcontractors or advisors will comply with clause 14 during term and after the contract between such party and its employees, subcontractors or advisors has ended. The recipient shall promptly inform the owner if any confidential information has been in possession of recipient prior to its disclosure, such information has become known, or is required to disclose such information by order of court, competent authority or third-party. Either party shall be obliged to impose the same confidentiality obligations, as set forth in clause 14, to any third-party used for the fulfillment of their Services.
- 14.2 It is agreed that IDENDEC may disclose any confidential information to, and exchange the same between its affiliates, as it deems necessary under the condition that the affiliate will treat such information as stated under this clause 14.
- 14.3 In the case of any violation of clause 14.1 made by the recipient, the recipient will be forced to pay to the owner liquidated damages in the amount of NOK 250.000,00 (two hundred fifty thousand) without derogating from any other remedy that the owner is entitled to under applicable law. Further, each party acknowledges that a breach of clause 14.1 would result in damages to the owner 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 owner 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 14.1 above.
- 14.4 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 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 OR ADVISORS FOR THE PURPOSE OF THE INITIATION AND EXECUTION OF THE CONTRACT. 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 OR TO 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 OR ADVISORS; 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.

- 14.5 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.
- 14.6 Clause 14 will continue for an indefinite period, at minimum, however, for a period of five (5) years from the date the contract became effective and will inure to the benefit of and bind the successors and assigns of the parties hereto.
- 15. Miscellaneous**
- 15.1 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.
- 16. Jurisdiction and Governing Law**
- 16.1 All disputes or claims arising out of or in connection with these Terms or the contract between IDENDEC 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 IDENDEC'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 IDENDEC and the Customer.
- 16.2 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 16:

All disputes or claims arising out of or in connection with these Terms or the contract between IDENDEC and the Customer, including disputes relating to its validity, breach, termination or nullity, shall be finally settled under the rules of fast-track arbitration (*forenklet voldgift*) of Oslo Chamber of Commerce by one (1) arbitrator appointed in accordance with the said rules. The governing law of these Terms and the contract between IDENDEC and the Customer shall be the substantive law of Norway. The UN Convention on Contracts for the International Sale of Goods (CISG) and any other international convention shall not apply with regard to these Terms and the contract between IDENDEC and the Customer, except the UN Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York, USA on June 10, 1958). The seat, or legal place, of arbitration shall be Kristiansand, Norway. The language to be used in the arbitral proceedings shall be English.

17. Proviso

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

(Effective from January 1, 2016)