

MARLINK GENERAL SALES PROVISIONS FOR HARDWARE

MARLINK, AS (hereinafter called Marlink) Lysaker Torg 45,1366 Lysaker, NORWAY

1. DEFINITIONS

“**Agreement**” means these Marlink General Sales Provisions for Hardware and the Equipment Order Form including the limited factory warranty conditions for the specified Equipment, that constitute the entire agreement between Parties. The Agreement is binding upon the Parties when both Parties have signed the Equipment Order Form

“**Customer**”; means the company represented by signature, on the Equipment Order Form.

“**Equipment**”; means the equipment and accessories as specified on the Equipment Order Form.

“**Equipment Manufacturer**” means such third party where Marlink procures the Equipment or parts thereof from.

“**Equipment Order Form**”; means the form titled “ Equipment Order Form” , which is used to document the purchase of the Equipment

“**Party / Parties**”; means Customer and/or Marlink

2. EQUIPMENT

Marlink will deliver the Equipment as listed in the Agreement.

3. DELIVERY

Delivery shall be made **FCA** (Incoterms 2000) Marlink AS, Lysaker Torg 45, 1366 Lysaker, Norway or Marlink AS' warehouse J. Martens C/O Win2000, 12 Jurong Port Road, Singapore 619090, or Marlink AS' warehouse STS Danmark AS, Pakhus 47,Sundkaj 7, Københavns Frihavn, Copenhagen, Denmark, or from DHL Global Forwarding, Mineralvej 29, 9220 Aalborg,Denmark, as applicable. Marlink may deny the use of a specific carrier if it has just and reasonable cause to do so, in which case Marlink shall inform the Customer of the reasons for denial. If a carrier has not been appointed by the Customer in the Equipment Order Form, Marlink will appoint a carrier at buyer's risk and expense.

Delivery time will be subject to stock availability of both Marlink and its supplier and will be specified in the Agreement. Marlink reserves the right to change the agreed delivery dates due to unexpected delivery changes announced by their supplier.

4. PRICES

The prices quoted are **FCA** (Incoterms 2000) Marlink's applicable warehouse locations as described in clause 3. Prices stated in the Agreement apply only to the quantities or particular services specified.

If between the signing of the Agreement and the date of actual delivery, the cost of the whole or any part of the Equipment is increased by reason of any official or governmental rates, duties or taxes payable by Marlink, Marlink may increase the price charged to the Customer by the amount of the aggregate increase in cost.

Prices may be reviewed by Marlink from time to time. Prices offered in Marlink quotations, have a four (4) weeks validity unless expressly stated otherwise.

5. PAYMENT

Payment is to be made in full, in the currency as invoiced. Payment is due within 30 days from date of invoice. Marlink shall not be liable to the Customer for any refunding of the VAT if the Customer fails to notify Marlink of its VAT registration number as required in accordance with any rules and regulations. Should the Customer fail to pay in full within the specified period, Marlink shall be entitled to suspend delivery of any Equipment to the Customer in respect of which full payment has not been made to Marlink. Such action shall not prejudice any other remedy that Marlink may have.

If payment takes place later than agreed, the Customer undertakes to pay penalty interest in accordance with the provisions of the Norwegian law of 17th December 1976 (No.100) concerning interest on overdue payments.

6. THE CUSTOMER'S COMPLIANCE WITH LAW, RULES, REGULATIONS AND PROCEDURES

The Equipment ordered could be a radio transmitting and receiving device. The Customer shall comply at all times with all applicable laws, rules and regulations governing its activities. This includes, however is not limited to :

- Complying with the obligations for treatment of waste from electrical and electronic equipment (WEEE) according to the EU directive 2002/96/EC and as amended, and
- Complying with Marlink AS warranty procedures as per the manufacturers Equipment.
- Customer shall bear all responsibility for compliance with import and export laws and regulations.
- Complying with Marlink AS warranty procedures for the specified Equipment

Customer shall maintain at its sole expense, all government licenses, product registrations and other approvals, authorizations and consents necessary for the import, purchase and use of the Equipment which may from time to time be required and amended.

If so required by the Manufacturer, customer shall sign together with the Equipment Order Form, an end-user certificate which states acceptance of specific conditions.

7. RETENTION OF TITLE

Marlink retains title to all Equipment supplied to the Customer until full payment therefore has been received by Marlink.

8. FORCE MAJEURE

Except for the Customer's obligations under clause 5 above, the Parties shall have the right to claim that the following conditions shall be deemed as Force Majeure (excusable delays) if they occur after the Agreement has been entered into and

prevent its fulfillment; amendments of laws and regulations, Acts of God, accidents, embargo or requisitions (acts of government) labor disputes, strikes or lock-outs, fire, flood, epidemic or quarantine restrictions, lack of sub-supplies or transportation, war, riots, rebellion, terrorism or civil unrest or any other major circumstance outside Parties control. The Party who wishes to invoke Force Majeure shall promptly notify the other party when such situation occurs in writing and shall furnish all relevant documentation thereto.

9. WARRANTIES

Marlink will grant similar warranty conditions to the Customer as it obtains from the relevant Equipment Manufacturer. Marlink's warranty does not cover, among others;

- 1) Installation
- 2) Normal wear and tear
- 3) Cost related to original installation or subsequent dismantling and removal of the product and renewed installation
- 4) if the serial number is missing or damaged
- 5) Shipment of equipment or travel expenses to and from the place where the equipment shall be repaired according to the manufacturer's service network
- 6) Damages due to shipping. Insurance is recommended
- 7) Any defects directly or indirectly resulting from;
 - i Servicing performed or attempted by any third party,
 - ii Improper installation
 - iii Use outside the specification limits
 - iv misuse, negligence, tampering, improper use or accidents
 - v damages caused by lightning, overload or short circuit
 - vi liquids or trace of fluids or condensation inside the product

The limited warranty set forth above shall be the sole, exclusive remedy with respect to the Equipment and any associated services.

10. SANCTION IN CASE OF DEFAULT

10.1 The customer

The Customer is obliged to compensate any documented direct damages and loss as which Marlink might incur as a result of the Customer's default of obligations under this Agreement.

The Customer shall not be liable for Marlink's indirect, incidental or special damages or losses (including, but not limited to loss of revenues or profit). However, the above limitation does not apply if the Customer is guilty of an act or omission of gross negligence or willful misconduct.

10.2 Marlink

Except in case of gross negligence or willful misconduct by Marlink, Marlink shall not be liable to Customer or any other person for any direct, incidental, special, indirect, or consequential damages whatsoever, including but not limited to lost profits, damages resulting from delay or loss of use, loss or damages arising out of the use or inability to use this Equipment, or breach of the warranty regardless whether it was caused by negligence or any other fault. In no event will Marlink be responsible for such damages, even if Marlink has been advised of the possibility of such damages.

Marlink assumes no liability for any criminal/civil penalties resulting from illegal use of the Equipment. Notwithstanding any other provisions in this Agreement, Marlink's total aggregate liability under this Agreement shall be limited to the total price stated in the Agreement.

10.3 Compensation Assessments

Compensation assessments shall be based on normal Norwegian judicial practice in respect of compensation.

10.4 Termination

Should one Party seriously default on his obligations under this Agreement, the other Party may terminate this Agreement with 10 (ten) calendar days' notice in writing to the Party in default, calculated from the date of the cancellation notice, and demand compensation from the Party as mentioned above. The defaulting Party carries all losses, which he may incur.

Serious default comprises but is not limited to :

- failure by the Customer to pay the total price given in the Agreement and such failure continues for a period of 20 calendar days after date of written notice from Marlink.
- If proceedings are commenced for winding up, liquidation or dissolution of the Customer or its affairs, or when the Customer enters into a scheme, composition or arrangement with its creditors, or if the Customer ceases to carry on its present business or stops or suspend payments of its debt or states any intention of doing so.

11. CONFIDENTIALITY

Any information received by the Customer in connection with the delivery is confidential and must be kept secret. The Customer may not, unless having received on beforehand a written approval from Marlink, issue press releases, or make announcements or any advertisements regarding the delivery.

12. DISPUTES

This Agreement shall be governed and construed in accordance with the laws of Norway. Any dispute which may arise out of this Agreement, and which can not be settled in discussion or negotiation between Parties, shall be settled by the courts of Norway, unless the Parties agree to arbitration. The venue is the City Court of Oslo.

13. CANCELLATION, MODIFICATION and AMENDMENTS

Orders can not be cancelled, suspended, modified or returned by Customer unless agreed by Marlink in writing. Such agreement shall be entirely at Marlink's discretion. All modifications and/or amendments to this Agreement shall be implemented as written, numbered supplementary agreements. Upon signature by both Parties, such supplementary agreements shall constitute a part of this Agreement.