

## Axnes' General Terms & Conditions of Sales

General – These Terms and Conditions of Sale apply to any quotation, whether written or verbal, or to any order unless or until other Terms and Conditions are agreed and accepted by Axnes AS, Terje Løvåsvei 1, N-4879 Grimstad, Norway (hereinafter referred to as Supplier) in writing. Supplier's order acknowledgement must agree in all respects with the customer's order in respect of price, description and these Terms and Conditions of Sale to constitute a contract.

Variations – Variations to the contract of sale are by mutual agreement only, the customer's requests for variations must be made and confirmed in writing by Supplier. Supplier may adjust dispatch times appropriately and may charge for work done up to the variation date and subsequently as a result of the agreed variation

Dispatch – Dispatch schedules commence only when Supplier have received all the necessary information and have accepted the order. In the event of any late dispatch or non-dispatch, Supplier shall not be liable for any consequential loss to the customer or any other parties under any circumstances.

Prices – Prices quoted are exclusive of VAT and are based on the current exchange rate.

Point of Sale – All goods is dispatched EX Works. Title to the goods that are the subject of this contract shall not pass to the customer until they are fully paid for. For all dispatches the risk passes to the customer at the point of collection of the goods by the customer's nominated freight forwarding agent. Any fees imposed by the freight agent are for the account of the customer.

12 month Warranty – Any complaint of any defect in the goods must be made in writing within twelve months of the date of dispatch. Supplier, if satisfied that the complaint is justified, will at their discretion repair or replace the defective goods free of charge but shall be under no further liability whatsoever. Supplier shall not be liable for any defects that have not been notified in writing within the twelve month period as aforesaid, nor shall they be liable for any consequential loss under any circumstances. For full details see standard warranty conditions

Payment Terms – According to EU Law. Standard payment terms for approved regular customers who have an established credit account with Supplier with agreed limits are 30 days or as specified in a separate supply contract. Overdue payments are liable to interest according to EU's directive on late payments 2011/7/EU. For non account holders, payment terms are by Irrevocable, non transferable Letter of Credit or advance payment.

Late payment - Supplier reserves the right to charge interest according to EU's directive on late payments 2011/7/EU and to adjust the terms and conditions of a contract including any credit limit, payment terms, dispatch etc, if payment terms are not met.

Insolvency – If the customer ceases to pay his debts in the ordinary course of business, or cannot pay his debts as they become due, or being a company that is deemed to be unable to pay its debts has a winding up petition issued against it, or being a person commits an act of bankruptcy, or has a bankruptcy issued against him, Supplier without prejudice to other remedies stop any delivery in progress and be entitled to charge for work already carried out. Such charge to be an immediate debt to Supplier.

Cancellation of Orders – There can be no cancellation or suspension of any orders without Supplier's agreement in writing. If the customer cancels the order Supplier has the right to charge the customer an amount appropriate to the work that has been carried out up to a maximum of the value of the contract.

Loan Items – These Terms and Conditions apply to any loaned item. Notification of any defect must be made within two days. The loaned item remains the property of Supplier at all times. It is a condition of accepting a loan item that the recipient insures the product and keeps it in his possession and under his control at all times. The recipient will pay for carriage and packaging of the item both to and from Supplier's premises. Should the loan item not be returned

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to Supplier within the agreed time scales (usually 30 days) then Supplier will be entitled to invoice the recipient and be paid in full for the loaned item. Under these circumstances title to the item passes to the recipient upon full payment. The item should be returned to Supplier in perfect working condition. If any damage has taken place to the loaned item Supplier will invoice the recipient an appropriate amount to bring the unit back to full specification and cosmetic appearance, up to a maximum of the value of the item.

**Intellectual Property** – The intellectual property of all items designed, developed and manufactured by Supplier resides with Supplier. The payment of Non Recurring Engineering (NRE) charges by a customer does not confer any rights to the intellectual property of any designs which emanate directly or indirectly from the development. As part of any contract, whether it includes the payment of NRE or not, the customer must accept without reservation that Supplier is the rightful owner of all intellectual property rights for products which are supplied under contract. The customer must not copy, or allow any third party to copy the designs of any of Supplier's products.

**Frequencies** – Exact frequency configuration is done at production, based on customer input to available frequencies and bandwidth in the region they are to be operated. The system is normally configured with UHF frequencies in the 397 to 470 MHz band, and VHF frequencies in the 156 to 162 MHz band . It is the sole responsibility of the operator to make sure the aircraft or vehicle has been approved for the use of Polycon or PNG, and to ensure that frequencies in the range between 397 - 470 MHz according to Polycon or PNG specification has been licensed with the responsible radio frequency agency. Supplier is NOT responsible for any frequency licensing of the equipment. Configuration of frequencies and channels must be discussed with Supplier prior to ordering the system.

**Law** – These Conditions and any Contracts are governed by the laws of Norway and the courts of such jurisdiction shall have exclusive jurisdiction to decide on any disputes arising out of or in connection herewith. Goods specified in this agreement are shipped from Norway in accordance with Norwegian law export regulations and local laws and may be subject to restrictions if re-exported. By accepting delivery of any portion of the delivered goods, the recipient and/or its appointed agent agree to comply with Norwegian export regulations, local export, re-export, transfer, and transshipment regulations. Supplier takes no responsibility for restrictions on re-export not deriving from Norwegian law.