



TERMS AND CONDITIONS OF SALE FOR KEYTOUCH AS

1. Quotes

Offers are valid for 60 days from the date of the Quote. Any differences in terms offered from the original quote are only valid after having received written confirmation from Keytouch.

2. Prices

Prices will be confirmed in a written order confirmation from Keytouch. Should there be an increase in inbound freight, insurance, customs duties, taxes, agio or other costs out of Keytouch control; Keytouch reserves the right to increase prices accordingly.

Initial prices for Research and Development projects are estimated costs. Actual costs incurred will be invoiced (based on actual hours and materials used). For Research and Development projects actual hours used in the development and design process will be invoiced monthly.

Changes requested by the buyer will be charged accordingly, based on incurred costs.

Costs of shipment will be borne by the customer. Shipping costs include standard freight insurance appropriate for the products, subject to the agreed shipping method.

All prices quoted are exclusive of Value Added tax. Freight, duties and taxes and will be in Norwegian Kroner unless previously agreed with the customer. Keytouch and customer may request a recalculation of price if the official exchange rate of the Norwegian Central bank changes by more than 3% during a scheduled delivery period.

3. Quantity

Keytouch has the option of delivering up to 10% in excess of the ordered and increase the invoice accordingly, if nothing else is agreed in writing.

4. Delivery Date

Date of delivery will be stipulated by Keytouch in the written Order Confirmation within 2 days of receipt of an order. Keytouch will inform the buyer if stipulated delivery times cannot be met. Delayed deliveries will not be grounds for a claim for compensation from the customer or order cancellation.

Customer acknowledges that extended delivery times may be expected if the Purchase Order requests larger than forecast volumes, or require alterations to the product.

5. Delivery

If the customer specifies that orders are to be partially delivered or delivered to multiple locations, Keytouch may charge a processing fee.

Unless previously agreed in writing, risks and liabilities for the products pass to the customer once Keytouch has delivered the goods to an approved freight forwarder.

6. Test and Assembly

Unless previously agreed in writing, tests required by the customer (e.g. F.A.T., C.O.C) and assembly will be charged to the customer.

7. Terms of Payment

Keytouch's terms of payment are Net 30 Days from the date of the invoice.

In the case of late payment, Keytouch will charge 2% per month on the total amount outstanding until payment in full has been received by Keytouch. If law prohibits an interest rate of 2% per month in the invoicing country, maximum available interest will be charged.

8. Ownership of Products

All products which are in the possession of the customer, but for which Keytouch has not received payment, shall remain the exclusive property of Keytouch. Products must not be encumbered for as long as Keytouch retains ownership.

9. Cancellation/Return

If the customer for any reason submits a Cancellation to Keytouch requesting a lower number of products than the number of products stipulated in the original Purchase Order, then the customer acknowledges that acceptance of such cancellation may only take place at Keytouch's sole discretion. Keytouch decision may be dependent upon prevailing market conditions, the number of products encompassed by the cancellation and other factors. Further, if Keytouch does not accept the cancellation, the customer will be required to accept delivery and payment covered by the cancellation. If Keytouch does accept the cancellation, the customer may be responsible for costs incurred by Keytouch prior to the cancellation.

10. Responsibility

Keytouch is not liable for any loss or damage incurred due to the use of the delivered products, or for any other indirect losses (consequential losses). Keytouch's entire liability shall under no circumstance exceed the cost of the delivered goods.

11. Scope of Use

Except as required for the interface and operation of the products with the systems of the customer, the customer shall not have the right to make or authorize the making of any modifications, additions, or other changes to the products, or to create, re-create or reverse engineer the products.

12. Return due to Faulty Products or Deliveries

The customer is responsible for inspecting the goods on receipt, and a written claim for damaged or faulty goods must be made as soon as possible, but no later than 30 days after receipt of goods if the delivery is faulty. The appropriate form for such claim is available at <http://www.keytouch.no/default.asp?page=99>. Failure to notify within 30 days will constitute a waiver from the customer for all claims. Any costs Keytouch may incur for additional testing and/or modifications which are not a part of the reason for return are charged to the buyer, based on incurred costs (actual hours and materials).

13. Warranty

Unless specified in writing, the standard Keytouch Warranty period is 12 months from the date of shipment. During this 12 month period, Keytouch will perform necessary repairs caused by production errors or faulty materials, including repairing or replacing damaged parts at no charge to the customer. The customer is responsible for transportation costs to Keytouch or their designated repair facility.

This warranty does not cover failures due to unauthorized use, inappropriate installation, common wear and tear, or use with non-compatible components or non-compatible articles of consumption. The warranty does not cover articles of consumption.

The warranty only covers errors due to Keytouch production or faulty components provided by Keytouch and Keytouch denies any responsibility of any consequential damage or indirect losses including compensation for lost production or force majeure.

14. Disputes

Disputes concerning deliveries by Keytouch shall if possible, be solved by negotiation. If such negotiations fail, the dispute will be arbitrated at Sorenskriveren (the county court judge) in Horten, Norway, subject to and in accordance with Norwegian Law.