

TERMS AND CONDITIONS OF SALE FOR KEYTOUCH TECHNOLOGY AS

1. Quotes

Prices in offers are normally valid for 30 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 and shipment

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 cost 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 customer will be charged accordingly, based on incurred costs.

All prices quoted are exclusive of Value Added tax, freight, duties and taxes, and will be in Norwegian Kroner unless otherwise agreed with the customer. Keytouch and the 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 quantity and increase the invoice accordingly, if nothing else is agreed in writing.

4. Delivery date

Delivery date is date of shipment from Keytouch.

Date of shipment will be stipulated by Keytouch in a written order confirmation within 5 working days of receipt of an order. Keytouch will inform the customer if stipulated shipment date cannot be met. Delayed shipments will not be grounds for a claim for compensation from the customer or order cancellation.

The customer acknowledges that extended shipment date may be expected if the purchase order requests larger than forecasted volumes, or require alterations to the product.

5. Export license

Under Norway's export control legislation, certain goods may only be exported if an export license has been obtained. Keytouch is required to obtain such license for military products, and approval is normally received within 14 days from application. Any military products cannot be shipped without the license attached.

6. Delivery terms

Standard delivery terms are Ex-works, unless otherwise agreed. Costs of shipment will be borne by the customer and includes standard freight insurance appropriate for the products, subject to the agreed shipping method.

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

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

7. 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 the customer.

8. Terms of payment

Keytouch's terms of payment are Net 28 Days from the date of the invoice. In case of late payment, Keytouch will charge 12, 25% interest pro anno.

9. 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.

10. Standard production drawings

In situations where the customer pays for the complete design of a product, Keytouch will supply the customer with the following documentation if requested:

Mechanical drawings	Pdf
Graphic and electric, membrane panel	Pdf
Circuit diagram	Pdf
Outlay of printed circuit board	Gerber files
Bill of materials (BOM)	Excel files or pdf
Table of cable connection	Pdf
Test procedure	Pdf

Keytouch will keep on file all product documentation for 5 years after the last delivery.

11. Expired components

In cases where the product contains expired components and the supplier is unable to find equivalent parts, cost of finding a replacement part will accumulate. Necessary re-design of the product and the cost associated with this will be discussed.

12. Excess stock

If cancellation of some parts or the entire purchase order is requested, the customer bears the cost for excess stock purchased specifically for that customer or product. These are components that can not be used in production of other customer's products. This also applies in cases where a product is modified by the customer or the product has not been produced over the past 12 months or will not be produced over the coming 12 months. If purchased parts can not be used in production by Keytouch any more the customer is also responsible for the cost. The customer is aware that Keytouch is required to purchase components in minimum quantities which means components are often purchased in larger quantity than needed for the specific order.

13. 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's 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.

14. 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.

15. Scope of use

Except when required for the interface and operation of the products with the customer's systems, the customer is not permitted 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.

16. Return due to faulty products or deliveries

The customer is responsible for inspecting the goods on receipt. 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. The appropriate form for such claim is available at <http://www.keytouch.no/quality/non-conformity-form/>. 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 the buyer, based on incurred costs (actual hours and materials). Keytouch covers repair or re-production costs. Costs for transport, travel expenses, third party costs and other costs regarding the shipment are not covered.

17. Warranty

Unless specified in writing, the standard Keytouch warranty period is 12 months from 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. Any attempt to open, modify, or any tampering with the product, without written consent from Keytouch, voids this warranty.

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.

18. Disputes

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

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