

# NORDIC ID SALES TERMS

THESE SALES TERMS ARE APPLICABLE TO ANY PURCHASE BY CUSTOMER FROM NORDIC ID. ACCEPTANCE OF CUSTOMER'S ORDER IS EXPRESSLY MADE CONDITIONAL ON ASSENT TO THESE SALES TERMS AND NORDIC ID OBJECTS TO ANY ADDITIONAL OR DIFFERENT TERMS.

## 1. DEFINITIONS

**"Contract"** means a contract for sale of Deliverables by Nordic ID to Customer formed by Nordic ID's written acceptance of Customer's order or conclusion of a written agreement signed by both parties.

**"Customer"** means, any legal entity or person purchasing the Deliverables from Nordic ID.

**"Deliverables"** mean the subject matter of the Contract.

i.e. Products, software, including software as a service (Saas), and/or other services as well as associated documentation defined in the Contract.

**"Intellectual Property Rights"** mean patents (including design patents), designs (whether or not capable of registration), chip topography rights, copyright, rights to trademark, trade secret and any other intellectual or industrial property rights recognized by the laws of applicable jurisdiction.

**"License Keys"** mean a series of letters and digits that must be entered during software installation to authorize the end-user to use the software and which restricts the use of or access to the software to, among other things, one or all of: (i) certain elements of software, (ii) a specific hardware identity, and (iii) frequency or duration of use.

**"Nordic ID"** means Nordic ID Oyj, company incorporated in Finland with business identity code 0630456-6 or any subsidiary of Nordic ID Oyj selling the Deliverables.

**"Product"** means Nordic ID barcode and RFID reader products and their accessories.

**"Spare Parts"** means parts, components or subassemblies sold by Nordic ID for use in the service and maintenance of Products.

## 2. OFFER AND SALES CONTRACT

2.1 Nordic ID's offer is valid for thirty (30) days from the date of the offer, unless otherwise specified in the offer. Customer agrees to maintain the confidentiality of the information contained in the offer and use it only for determining whether to order Deliverables.

2.2 All orders are binding upon Customer for thirty (30) days, during which period Nordic ID may issue a final written order confirmation. Customer agrees not to reschedule or cancel orders. An acknowledgement of order receipt from Nordic ID is not an order confirmation. Contract is formed only upon Nordic ID's final order confirmation in writing.

2.3 Nordic ID may provide Customer with Associated Product Materials such as End-User License Terms or Terms of Use ("APM") associated with the Deliverables. If applicable, Customer agrees to distribute such APMs and agrees that it shall cause its customers to be contractually bound by such APMs. APMs shall be directly enforceable by Nordic ID or its contractors.

## 3. PRICE

3.1 The prices for the Deliverables will be as specified in the Contract. If no price has been agreed upon, the price will be Nordic ID list price in effect at the time of order acceptance. List prices are subject to change without prior notice. Possible discounts agreed in writing will be deducted from the list price valid at the time of the order acceptance. Unless otherwise agreed in the Contract the services are charged on time and

material basis. Out of pocket expenses will be charged separately based on actual costs incurred. Travelling time is charged at a rate that is 50% of the normal hourly price.

3.2 All prices are net prices and set in euros. The prices do not include any taxes, duties, charges or fees, which shall all be borne and paid by Customer. The Customer shall promptly inform Nordic ID its valid VAT number and any changes to it. Nordic ID will charge the applicable value added tax in addition to the price in accordance with the applicable legislation and any penalties, charges and interest Nordic ID may have incurred due to incorrect information provided by the Customer.

## 4. PAYMENT TERMS

4.1 If Customer is granted credit, all payables are due for payment not later than 14 days following the date of invoice. Otherwise, payment must be received by Nordic ID before delivery. A payment is affected when received irrevocably to the bank account of Nordic ID. Any unpaid account will bear interest at 1 % per month from the due date until payment date. Customer is not entitled to deduct any amounts due and payable to Nordic ID whether by set-off or otherwise without the prior written permission of Nordic ID.

4.2 Title to the Products will pass to Customer upon payment of all outstanding invoices by Customer.

4.3 Customer shall furnish financial and credit data reasonably required by Nordic ID. Nordic ID may set a credit limit for Customer in its sole discretion. In case a confirmed order together with previous unpaid Deliverables would exceed the credit limit, ordered Deliverables will not be delivered before the exceeding amount is paid in advance or Nordic ID has received an irrevocable letter of credit corresponding to the value of delivery or some other similar arrangement has been set in place. If reasonably requested by Nordic ID, Customer agrees to open an irrevocable bank guarantee and/or arrange other security in the form acceptable to Nordic ID. If Customer is in default of any of its obligations towards Nordic ID, Nordic ID may in addition to its other rights and remedies defer its performance.

4.4 Nordic ID will add a 20€ handling fee for all orders with total volume below 500€.

## 5. DELIVERY

5.1 Delivery times for the Deliverables shall be as communicated by Nordic ID from time to time. Nordic ID may set minimum order quantities. Delivery term is FCA Nordic ID's facility designated by Nordic ID (Incoterms 2010) unless otherwise stated in the Contract. In the absence of a specific agreement, Nordic ID will select the carrier, but by doing so, will not assume any liability in connection with the delivery.

5.2 Delivery times confirmed by Nordic ID are estimates only and Nordic ID will not be liable for any loss or damage incurred by Customer due to Nordic ID's failure to meet the delivery time(s).

## 6. ACCEPTANCE

6.1 Customer will examine and inspect the Deliverables upon their receipt. Customer will promptly and properly report to Nordic ID any discrepancies Customer discovers within 10 days after the receipt of the Deliverables and will follow any instructions given by Nordic ID. If Customer fails to notify Nordic ID in writing of its acceptance or rejection within such time period, the Deliverables will be deemed accepted. Any return of Deliverables is subject to Nordic ID's prior written authorization.

## 7. AUTHORIZATIONS, MODIFICATIONS TO DELIVERABLES

7.1 Customer agrees to inform Nordic ID promptly of type approval procedures and other authorizations required by public authorities in the country in question. If requested by Nordic ID, Customer agrees to take care of such authorizations or assist Nordic ID in obtaining the authorizations. The cost division shall be separately agreed in writing. Any type approvals, authorizations and licenses shall be granted in the name of company informed by Nordic ID.

7.2 Nordic ID may modify in any way any Deliverables. Nordic ID may inform Customer of major changes and modifications in advance as early as possible. Major changes are changes which affect

the performance in terms of Nordic ID's product specification or which lead to a new type approval. Any confirmed orders are delivered as agreed.

## 8. LICENSE TO SOFTWARE

8.1 The software is licensed not sold. Nordic ID or its licensors have the title and all other rights to the software. License Keys are required to activate the software. License Keys are specific to the hardware on which the software is to be installed. Installation and use of the software is subject to payment of the applicable license fees and acceptance of the End User License Agreement by the end-user (EULA).

8.2 Software that is factory installed and embedded in the Products may only be used with and as integrated in the Products and not as stand-alone product.

8.3 Customer agrees not to circumvent any technical measure, copy, disclose, reproduce, modify, reverse engineer, disassemble, decompile, or otherwise attempt to derive source codes from the object code of software, except and only to the extent applicable law expressly permits, or damage any software or make such software available to any third party. Furthermore, Customer agrees not to remove any legal notices, proprietary designations or author attributions from the Deliverables or any accompanying material. This clause prescribes the sole right to the software granted to Customer.

## 9. TRADEMARKS

9.1 Customer agrees that the Deliverables will be sold, marketed, and distributed solely under the trademarks, trade names, brands, logos, symbols and other proprietary designations of Nordic ID or third parties as defined by Nordic ID ("Trademarks"). All rights (including but not limited to Intellectual Property Rights) in and related to such Trademarks are the sole property of Nordic ID.

9.2 Customer's use of any Trademarks is in each case subject to Nordic ID's prior written approval and guidelines and instructions. Customer agrees to refrain from any action that would interfere with or diminish Nordic ID's or its licensors right, title or interest in the Trademarks. Customer will include in

all printed material and any other media, in which any of the Trademarks may appear, a legend that Trademarks are Trademarks of Nordic ID or its licensors. Customer agrees to market the Products disclosing Nordic ID as the manufacturer. Customer waives in favor of Nordic ID all rights in any Trademark and agrees not to obtain any registration thereof or attempt to register any names or marks confusingly like Trademarks in any country.

## 10. INTELLECTUAL PROPERTY RIGHTS, TERRITORY AND FIELD OF USE RESTRICTIONS

10.1 Nordic ID or its licensors retain all Intellectual Property Rights in and to the Deliverables. Nordic ID is the owner of all rights to any modification, derivative works or customization of the Deliverables unless otherwise agreed in writing. Customer agrees not to make any modifications to the Deliverables.

10.2 Customer acknowledges that each Deliverable and any related technology, including technical information supplied by Nordic ID or contained in documents (collectively "Items") are subject to export controls laws or regulations and may be subject to export, re-export or import restrictions. Customer shall always comply with all applicable export laws, rules and regulations. Customer shall cooperate fully with Nordic ID in any official or unofficial audit or inspection related to applicable export or import control laws or regulations.

10.3 ALL SALE, TRANSFER, AND USE OF DELIVERABLES IN OR TO THE COUNTRIES THAT NORDIC ID HAS NOT OBTAINED THE REQUIRED CERTIFICATIONS OR AUTHORIZATIONS IS SUBJECT TO A PRIOR WRITTEN APPROVAL BY NORDIC ID OY IN FINLAND.

10.4 Deliverables are not 100% fault tolerant and are not designed, manufactured, or intended for use or resale as online control equipment in hazardous environments requiring fail-safe performance, such as operation of nuclear facilities, aircraft navigation or communication systems, aircraft traffic control, direct life support and monitoring machines & applications, weapon systems, or other environments and applications in which the failure of operation(s) could lead directly to death, personal

injury, or severe physical or environmental damage. Nordic ID explicitly disclaims all sale, transfer and use of Deliverables to such environments and applications.

10.5 Customer shall indemnify and hold Nordic ID harmless from any liability related to sale, transfer and use of Deliverables i) in mentioned environments and applications; ii) in countries where the needed certifications or authorizations have not been obtained by Nordic ID; or iii) Customer's non-compliance with the applicable export control laws and regulations.

10.6 Customer represents and warrants that i) it shall inform and cause its customers to be contractually bound to comply with the export control regulations and any territorial and field of use limitations contained in these Sales Terms and ii) such information and obligations will be conveyed to all subsequent transferees

## 11. WARRANTY

11.1 Nordic ID warrants that the Products are at the time of delivery free from defects in materials and workmanship, provided the Products remain unmodified and are operated under normal and proper conditions. Warranty period is the longer of twenty- four (24) months from the date of delivery in case the Customer is an end-customer or twenty-seven (27) months from the date of manufacture in case the Customer is reseller. Spare parts are warranted against defects in workmanship and materials for a period of ninety (90) days from the date of delivery to Customer

11.2 Nordic ID warrants that the software will substantially operate as described in the specifications. Nordic ID undertakes to correct at no cost and without undue delay such errors in the software as are reported in writing by the Customer during the warranty period of ninety (90) days from the date of installation at the end-customer. The correction of an error may also be done by providing a workaround or by providing written instructions on how to bypass the error, if this can be done without causing additional costs or substantial inconvenience. The warranty shall be valid only if the software is used in an operating environment specified or approved by Nordic ID.

11.3 When delivering Products to the warranty service, Customer shall supply a proof of purchase

and/or sale for the Products in question. Customer is responsible for the shipment of Products to Nordic ID or its authorized service supplier and for all costs and risks associated with the shipment. The return shipment to Customer's centralized service depot shall be at Nordic ID's expense unless Nordic ID determines that the Product is not eligible for warranty service in which case the expenses are paid by the Customer.

11.4 The repair of Products including repairs covered by warranty, are warranted against defects in workmanship and materials on the repaired component of the Product for a period of ninety (90) days from the shipment date of the repaired Product to Customer, or until the end of the original warranty period, whichever is longer.

11.5 Nordic ID's obligations under this warranty are limited to cover only correction of an error, repair (or replacement if Nordic ID finds this suitable) of the defective Deliverable. If it is established, that the correction of the defect, deficiency or error reported by Customer is not eligible for the warranty Nordic ID shall be entitled to charge for the warranty service in accordance with the then current price list for service.

11.6 The above warranty provisions do not apply to any Deliverable i) which has been repaired, tampered with, altered or modified, except by Nordic ID's authorized service personnel; ii) in which the defect or damage result from normal wear and tear (including normal weakening of battery capacity when recharging it); iii) in which the defect or damage results from misuse, negligence, improper storage, water or other liquids, battery leakage, use of software, parts or accessories not approved or supplied by Nordic ID; iv) which has been subjected to unusual physical or electrical stress, abuse, or accident, or forces or exposure beyond normal use within the specified operational and environmental parameters and nor shall the above warranty provisions apply to any expendable or consumable items, such as batteries.

Except for the warranty applying solely to the repair as provided in Clause 11.4, the aforementioned provisions do not extend the original warranty period of any Deliverable that has been corrected, repaired or replaced by Nordic ID.

11.8 THE WARRANTY PROVIDED HEREIN IS CUSTOMER'S SOLE AND EXCLUSIVE WARRANTY AND REMEDY AND REPLACES ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR

IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES FOR MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTY WILL NOT BE EXTENDED, AND NO LIABILITY WILL ARISE, DUE TO TECHNICAL ADVICE OR ASSISTANCE, QUALIFICATION OR TESTING DATA OR ANY OTHER SERVICE NORDIC ID MAY PROVIDE. NORDIC ID SHALL NOT BE LIABLE FOR ANY DAMAGES SUSTAINED BY CUSTOMER ARISING FROM DELAY IN PERFORMING THE WARRANTY OBLIGATIONS.

## 12. SERVICE OF PRODUCTS

12.1 Service of Products will be carried out by Nordic ID or its authorized service supplier(s). Any out of warranty service will be invoiced at the then current list prices for service. Nordic ID's service form will be completed and used when delivering Products to Nordic ID or its service supplier. Service form is available at request from Nordic ID. The owner of the Products is responsible for taking back-ups of the content in the Products. Nordic ID will return the serviced Product with the original factory settings. End user specific settings and content will be restored only in case an Easy Service -offering has been purchased from Nordic ID.

12.2 Nordic ID is continuously developing Products and this may entail changing and upgrading the components and software to meet newer technology. Nordic ID thus reserves the right to change Spare Parts and software used in the service. Products may further be serviced or manufactured with Spare Parts that originate from returned Products and that have been tested as meeting applicable specifications for equivalent new ones ("Refurbished Parts"). Nordic ID may also use equivalent product when replacing a defective Product.

## 13. INDEMNITY

13.1 Subject to the conditions and limitations set forth in this Clause 13 Nordic ID will at its sole option defend or settle at its expense any claim or suit against Customer alleging that i) the Product infringes third party patent, design, trademark, or copyright; or ii) the Product has caused personal injury or damage to private property in accordance

with the applicable product liability legislation ("Claim").

13.2 Nordic ID will indemnify and hold harmless Customer from damages, costs, and attorneys' fees, if any, finally awarded in such a Claim or the amount of the Nordic ID approved settlement, provided that (i) Nordic ID is promptly notified in writing of a Claim, (ii) Nordic ID will have the sole control of the defense and/or settlement thereof, and (iii) Customer furnishes to Nordic ID on request, all relevant information available to Customer and reasonable cooperation for such defense. The foregoing will be the sole obligation of Nordic ID and the exclusive remedy of Customer with respect to any Claims. Customer must not admit or settle any such Claim without the prior written consent of Nordic ID.

13.3 Nordic ID's indemnity obligations will not apply in the event the a Claim arises out of or results from: i) compliance with Customer's design or specification; (ii) unauthorized modification (including without limitation unauthorized repairing) of the Product or software including without limitation any component, or feature of the same, or iii) combination of the Products or software with any other item not supplied by Nordic ID, (iv) use of third party RFID tags that are not licensed under claimant's intellectual property or v) use of Products or software for any use other than for which they are designed for or not in compliance with these Sales Terms; (vi) compliance with an interim, final or other industrial standard; (vii) a claim of a third party or patent pool from whom Nordic ID has obtained a license for its own activities, but which require the Customer or end user to become a separate licensee; (viii) continuing any re-sales, distribution or use after being notified of Claim or after being informed of or provided with modifications that would have avoided the Claim.

## 14. LIMITATIONS OF LIABILITY

14.1 Nothing in these Sales Terms excludes either party's liability for any liability which cannot be excluded or limited under applicable law, for breach of confidentiality obligation or infringement of the party's Intellectual Property Rights.

14.2 Subject to Clause 14.1, the parties do not assume any liability under or in relation to these Sales Terms, the Contract or their subject matter

(whether such liability arises due to negligence, breach of contract, misrepresentation or for any other reason) for any: (i) loss of profits; (ii) loss of sales; (iii) loss of turnover; (iv) loss of or damage to business; (v) loss of or damage to reputation; (vi) loss of contracts; (vii) loss of customers; (viii) loss of, or loss of use of, any software or data; (ix) wasted management or other staff time; (x) losses or liabilities under or in relation to any other contract; or (xi) any indirect, punitive (including, without limitation, willful infringement), incidental, special or consequential loss or damage.

14.3 Subject to Clauses 14.1 and 14.2, Nordic ID's total liability arising from or in connection with the sale of the Deliverables to Customer (whether the liability arises because of breach of contract, negligence or for any other reason) will be limited to the lesser of (i) fifty thousand (50.000) euros or (ii) one hundred percent (100%) of the price paid by Customer for the specific Deliverables in question, or (iii) in a case where the liability cannot be focused in any specific Deliverable, one hundred percent (100%) of the total price paid by Customer for Deliverables during the six (6) month period ending on the date when such liability or liabilities first accrue.

## 15. GROUNDS FOR RELIEF (FORCE MAJEURE)

15.1 Neither Party will be liable (other than in respect of any payment obligations) for any failure to perform its obligations where the failure arises from an event beyond the reasonable control of the party concerned ("Force Majeure Event").

15.2 Each Party will inform the other of any Force Majeure Event within a reasonable period of time following its occurrence. In the above instances, time for performance will be extended for the period of the delay, provided that either Party may cancel in writing the undelivered portion of the delayed Contract if the delay exceeds 90 days from the agreed delivery date.

## 16. GOVERNING LAW AND SETTLEMENT OF DISPUTES

16.1 The Contract will be governed by and construed in accordance with the laws of the country where Nordic ID Company selling the Deliverables is registered. The application of the U.N. Convention on Contracts for the International Sale of Goods {1980} is excluded.

16.2 All disputes arising out of or in connection with the Contract will be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The arbitration shall be held in the city of registration of the Nordic ID company being the contracting party. The language used in arbitration, including the language of the proceedings, the language of the decision, and the reasons supporting it, shall be English. Nothing in this Clause 16.2 prevents either party from applying to the courts of any country for injunctive or other equitable relief (i) to prevent or curtail any breach of Contract; (ii) in relation to an infringement of Intellectual Property Rights; (iii) in respect of misuse of confidential information or breach of confidence; (iv) for Nordic ID to reclaim sums owing by Customer to Nordic ID.

## 17. MISCELLANEOUS

17.1 Each party operates in its own name and for its own account. Neither party has the authority to enter into any undertakings, agreements, or commitments whatsoever on behalf of or binding upon the other party.

17.2 Neither party may assign any of its rights or obligations without the prior written consent of the other party. However, Nordic ID may assign its rights and obligations without the consent of Customer to its subsidiary and/or in the event of a sale of business, merger, or acquisition of Nordic ID.

17.3 Both parties shall comply with all applicable laws and regulations directly relating to the Deliverables and its operations.

17.4 If any provision of these Sales Terms or the Contract is held for any reason to be ineffective or unenforceable, this will not affect the validity or enforceability of any other provision of these Sales Terms or Contract or the Contract as a whole.

17.5 No waiver is effective unless in writing in each separate case and signed by both parties.

17.6 Each party shall keep confidential and shall not without the prior consent in writing of the other party copy or disclose to any third party the content of any documents or information of confidential nature (whether commercial, financial, or technical and whether or not specifically identified as confidential) received from the other party. Each party shall copy and use such confidential documents and information solely for the normal use of the Deliverables and within the scope of license granted.