



1. Scope; Changes

The terms and conditions stated herein (this "Agreement") govern all sales of products or services ("products") by Kaelus AB (collectively, "we," "us," "our," or "seller") to you or the entity you represent ("you" or "buyer"). You represent to us that you are lawfully able to enter into contracts (e.g., you are not a minor) and that if you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have the legal authority to bind that entity. Unless otherwise agreed to in writing by seller's authorized agent, any terms and conditions contained in buyer's purchase order or any other document that are different from or in addition to these terms and conditions are objected to, are rejected, and will not be binding on us. By placing an order for products from us, or by accepting delivery of the products described on the applicable packing slip, bill of lading and/or invoice received with the products, you agree to be bound by and accept these terms and conditions of sale.

We may change the terms and conditions of this Agreement in our sole discretion by posting an updated version of these terms and conditions at this location; provided, however, that the terms and condition of this Agreement in effect as of the date of an applicable order shall continue to govern such order and the products purchased thereunder.

2. Order Acceptance

- a) Your receipt of an email or other form of order confirmation does not constitute our acceptance of your order or a confirmation of an offer to sell.
- b) We reserve the right, without prior notification, to limit the order quantity on any item and/or refuse service to anyone.
- c) All orders are subject to review and acceptance by us. You agree to provide complete and accurate contact information in connection with any order submitted to us. Verification of information may be required prior to the acceptance of any order.
- d) In the case of pre-stocked finished goods, order acceptance is designated by fulfilling the order. In the case of products requiring post-order processing (including but not limited to design, material purchase, manufacturing or test), order acceptance is designated by performing activities unique to the order.

3. Order Cancellation

- a) Orders fully or partially processed by seller may not be cancelled by buyer.
- b) Products not previously stocked as finished goods are both Non-Cancelable and Non-Refundable ("NC/NR"). NC/NR products include cable assemblies, special orders, custom orders, orders for nonstandard products, products not customarily in stock, scheduled orders requiring special procurements, or orders for products requiring assembly or manufacturing activities prior to shipping (not stored in completed state) as well as purchased services such as special testing or product modifications.
- c) In the event of cancellation or other withdrawal of an order for any reason and without limiting any other remedy as a result of such cancellation or other withdrawal, reasonable cancellation or restocking charges, which shall include all expenses then incurred and commitments made by seller, shall be paid by buyer. Buyer's requests to reschedule are subject to acceptance by seller in its sole discretion. Orders may not be rescheduled after the order has been submitted by seller to the shipment carrier.

4. Prices

- a) Orders are billed at the prices (in US dollars or EUR euro) in effect at the time of shipment.
- b) Prices will be as specified within seller's website or as stated in seller's quote / proposal. If no period is specified, quoted prices will be applicable for thirty (30) days.
- c) For catalog products, the website contains the most current catalog pricing and is the price reference for such orders. Pricing included in the catalog is for reference only and final pricing is determined by



the published website price.

d) For non-catalog products and services, prices cited are based on current costs and are subject to reasonable adjustment on or after the date of acceptance of any purchase order to meet a rise or fall in such costs, as computed on the date of delivery.

e) Prices are subject to change without notice.

f) Prices are exclusive of taxes, impositions and other charges, including: sales, use, excise, value added and similar taxes or charges imposed by any government authority, international shipping charges, forwarding agent's and broker's fees, bank fees, consular fees, document fees and import duties.

5. Terms of Payment

a) All payments must be in US Dollars or EUR Euro

b) MasterCard, VISA, Discover, and American Express credit cards, purchase cards and major bank debit cards are accepted. Payment via net thirty (30) days is available to businesses, schools and agencies or as otherwise specified by seller subject to credit approval.

c) Buyer acknowledges that seller has the right to reassess buyer's creditworthiness from time to time. To the extent such is in accordance with law, in the event there is a decline in buyer's creditworthiness, seller may, upon thirty (30) days written notice, revise the payment terms between the parties. Upon request, buyer shall provide financial data evidencing the buyer's worth in order for seller to determine the creditworthiness of buyer. Such information shall include, but not be limited to, annual reports, balance sheets, and bank records.

d) If buyer is delinquent in its payment obligations, without prejudice to any other remedies available to it by law or in equity, seller may demand immediate payment and at seller's option (i) suspend all further deliveries to be made under the purchase order or any further performance under any other contract with buyer or buyer's affiliates, in which event buyer shall not be released in any respect from its obligations to seller under the purchase order; (ii) recover all costs of collection including but not limited to reasonable attorneys' fees; (iii) repossess the product for which payment has not been made; (vi) charge interest at 1.5% per month on the past due amount, not to exceed the interest percentage allowed by law; and (vii) reassess the credit worthiness of buyer and change any current payment terms. Any discount from seller's rates, if any, shall cease to apply to the delinquent invoice, buyer shall be invoiced for such differences in cost, and shall immediately pay the resulting invoice.

6. Delivery

a) Unless otherwise agreed to in writing, all products are shipped Incoterms 2010 - FCA Shanghai. Subject to seller's right of stoppage in transit, delivery of the products to the carrier will constitute delivery to buyer and title and risk of loss will pass to buyer.

b) Seller will make reasonable efforts to initiate shipment and schedule delivery as close as possible to buyer's requested delivery date(s). Buyer acknowledges that delivery dates provided by seller are estimates only and that seller will not be liable for failure to deliver on such dates.

c) Selection of the carrier and delivery route will be made by seller unless specifically designated by buyer.

d) Seller reserves the right to make deliveries in installments. Delay in delivery of one installment will not entitle buyer to cancel any other installment(s). Delivery of any installment of products within thirty (30) days after the date requested will constitute a timely delivery. Delivery of a quantity that varies from the quantity specified shall not relieve buyer of the obligation to accept delivery and pay for the products delivered.

e) Deliveries shall be made during normal business hours Monday through Friday. One attempt to deliver will be made. Should delivery need to be rescheduled, any additional costs incurred for redelivery and/or storage fees will be charged to the buyer. Seller shall use reasonable efforts to make timely delivery but shall be excused from any delays arising out of causes beyond its reasonable control.



Any specific delivery dates that may be stated are approximate.

f) If completion of delivery is prevented through no fault of seller, seller may specify a reasonable alternative place of delivery. Buyer agrees that all costs of storage and transport incurred following an initial attempt at delivery are hereby allocated to and imposed upon buyer, and shall be added by seller to the sale price. Delivery may at any time be withheld by seller pending payment of any sum due from the buyer to seller. Seller will return Product via the incoming method unless an alternative method has been indicated on the purchase order or a change authorized by the buyer representative.

g) Deliveries made outside the 48 contiguous States may be subject to modified terms and conditions as stated within the order quote.

7. Limited Warranty

a) Products manufactured and/or branded by seller are warranted for a period of two years from time of delivery against defects in workmanship or materials or failure to operate as described in product data sheets under normal use. Accessories and consumable goods such as batteries, chargers and accessory cables are warranted for four months.

b) Products manufactured by seller in accordance with buyer's instructions or specifications provided by seller are warranted for a period of two years from time of delivery against defects in workmanship or materials only under normal use.

c) Calibration services are warranted for a period of one year from time of completion against defects in workmanship or materials or failure to operate as described in product data sheets under normal use.

d) The warranties set forth in this Section 9 shall not apply to any defect, failure, or damage arising from or in connection with: (i) improper use, or improper or inadequate maintenance and care; (ii) modifications to or repairs of the products performed by any party other than seller; (iii) combination of the products with any other technology, equipment, hardware, software, or other materials; (iv) use of the products in an environment not meeting the operating specifications for the products; (v) failure to properly transport, prepare, and store the products; (vi) acts of God; or (vii) any normal wear and tear or normal environmental degradation.

e) Products solely distributed by seller without alteration carry the warranty of the respective manufacturer only.

f) Seller will at seller's option and in seller's sole discretion, repair, replace or refund any products that are returned under warranty, and Seller's repair, replacement, or refunding of the price paid for a product under warranty shall be seller's sole liability, and buyer's sole remedy, for any breach of the warranties in this Section 9.

g) This warranty applies to the original purchaser only and is not transferable.

h) This warranty does not cover damage incurred during shipment which is the responsibility of the freight shipping company.

i) Buyer will bear the costs of access, de-installation, re-installation and transportation of the products to seller and back to buyer in connection with any warranty claims. Seller will reimburse the costs of transportation to seller and bear the costs of returning the repaired product or sending replacement product to buyer if the product is found to be covered under warranty.

j) Any repair or replacement pursuant to this limited warranty for products manufactured and/or branded by seller shall be warranted against the same defects re-occurring in a period of 12 months from time of delivery of the repaired or replaced product, or until the expiration of the original product warranty, whichever shall be the latter.

k) This limited warranty and remedies are expressly conditioned upon: (i) buyer's payment of the purchase price in full, (ii) buyer giving written notice of the defect, reasonably described, to seller within ten (10) days of the time when buyer discovers or ought to have discovered the defect, (iii) the storage, installation, operation, use, and maintenance of the products in compliance with product instructions,



(iv) the existence of proper records of buyer's operation and maintenance of the products during the warranty period, (v) buyer providing seller with a reasonable opportunity to examine the products and the aforementioned records, and (vi) the absence of any unauthorized modification or repair of the products, including without limitation the removal or alternation of any serial numbers or product identifications.

l) THIS WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESSED, IMPLIED OR STATUTORY. ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARE HEREBY DISCLAIMED.

8. Returns

a) Buyers wishing to return products must first obtain a Return Material Authorization (RMA) number from a Customer Service representative. Unauthorized returns will not be accepted at point of receipt. The RMA number must be printed on the outside of the package in order for it to be received and processed. Merchandise must be shipped prepaid.

b) Seller will determine in seller's sole discretion the appropriate remedies for returned items based on the product's limited warranty and circumstances of the return including a possible refund of purchase price, credit for future purchase, replacement, repair, return to buyer as-is, scrap with consent, and refund of shipping expenses.

c) Items stocked as finished goods and ordered in error must have a Return Material Authorization (RMA) number issued within 30 days of the original order. These parts are eligible for full credit only if the returned products and packaging are in mint and salable condition. A repackaging/restocking charge not to exceed 25% of the sale price may be charged on any products not returned unopened. Under no circumstances will credit be issued after 30 days from date of invoice or for orders exceeding \$500.00 in total value. All freight charges are the responsibility of buyer.

d) Products not previously stocked as finished goods are not returnable unless found to be defective. These include cable assemblies, special orders, custom orders, orders for non-standard products, products requiring assembly or manufacturing activities prior to shipping (not stored in completed state).

e) Defective items must have a Return Material Authorization (RMA) number marked on the package prior to shipping.

f) After 30 days from invoice all merchandise returns for distributed products not manufactured by seller must be handled directly with that manufacturer in accordance with their warranty.

9. Order Discrepancies

Claims for shortages, incorrect materials or invoicing errors must be made by buyer in writing within ten (10) business days after receipt of shipment. Claims for nonreceipt of shipment must be made in writing within ten (10) business days after receipt of invoice. No products shall be returned without seller's express instructions. Buyer must provide in writing the order number and describe all defects associated with the order.

10. Limitation of Liabilities; Indemnity

a) IN NO EVENT WILL SELLER BE LIABLE TO BUYER OR TO ANY THIRD PARTY FOR ANY DELAY, FAILURE TO GIVE NOTICE OF DELAY, LOSS OF USE, SECURITY OR DATA BREACH, LOSS OF REVENUE OR PROFIT OR LOSS OF DATA, RECALL COSTS, SERVICE INTERRUPTIONS, DOWNTIME, TESTING, INSTALLATION, REPLACEMENT, OR REMOVAL COSTS, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S AGGREGATE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID BY BUYER FOR THE PRODUCTS WHICH



ARE THE SUBJECT OF THE CLAIM. THE DISCLAIMERS AND LIMITATIONS IN THIS SECTION 12 WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

b) Buyer shall defend seller from and against any claims, actions, proceedings, or suits brought by any third party (i) alleging infringement of intellectual property rights arising out of or in connection with seller's compliance with buyer's drawings, specifications, requirements or instructions or (ii) arising out of or in connection with the products supplied by seller and incorporated into the buyer's products (each a "Claim") and shall indemnify and hold harmless seller from any costs, liabilities, damages, fines, judgments, or expenses (including reasonable attorneys' fees) arising out of or in connection with any Claim.

11. Export Compliance

a) Items are controlled by the EU regulations and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) identified in the invoice. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items

12. Governing Law; Venue

a) All matters arising out of or relating to this agreement, or a breach thereof, are governed by and construed in accordance with the internal laws of Sweden.

b) Any dispute, controversy or claim arising out of or in connection with this contract, or break, termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of Expedited Arbitration of the Arbitration Institute of Stockholm Chamber of Commerce. The place of arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be English.

15. Legal Notices

Any legal notice sent to seller from buyer, required or permitted hereunder, will be deemed to have been effectively delivered if in writing and served by personal delivery or sent by registered or certified mail with return receipt requested, postage prepaid, to seller at the primary address specified as seller's place of business.

16. Intellectual Property

a) Notwithstanding delivery of and the passing of title in any product, nothing in these terms and conditions shall have the effect of granting or transferring to, or vesting in, buyer any intellectual property rights in or to any products.

b) The drawings, text, product depictions, logos, content, product descriptions, and organization and taxonomy of seller's website, catalogue, product guides or other documents and media owned by the seller and of the described content there within are proprietary to the seller and protected by intellectual property laws, including but not limited to Swedish Copyright law and Sweden Trademark law. Whether seller owns copyrights in these works or not, their content and the selection, arrangement, coordination and structure of the arranged content there within are the sole property of the seller. Use of the above stated materials does not give anyone the right to modify, reproduce, transmit, publish, publicly display, adapt, or create derivative works or in any way exploit any of the materials without express written permission of the seller.

c) All trademarks referenced in seller's catalog or website or depicted within any seller's documents or digital media, whether registered in United States or other countries, may not be used without permission of the respective trademark owner. This applies to seller owned trademarks as well as those of seller's suppliers.

d) SELLER MAKES NO REPRESENTATION OR WARRANTY THAT THE PRODUCTS (OR BUYER'S USE OR EXPLOITATION THEREOF) WILL NOT INFRINGE ANY INTELLECTUAL PROPERTY RIGHTS.



17. Software

- a) To the extent that the product or services contain or are software, seller hereby grants to buyer a non-exclusive, non-transferable, personal license to use the software and related documentation. Buyer's use conclusively evidences its acceptance of this license. Title to the software shall at all times remain with seller. Buyer agrees that the software, all enhancements, related documentation, and derivative works are, and will remain the sole property of seller and includes valuable trade secrets. Buyer agrees to treat the software and related documentation as confidential and to not copy, reproduce, sub-license, or otherwise disclose the software and related documentation to third parties. Buyer agrees to not disassemble, decompile, reverse engineer, create derivative works from or otherwise translate, customize, localize, modify, add to, or in any way alter, rent, or loan the software or related documentation unless the operation is specifically authorized by law.
- b) Third party product software Licenses are separate end user license agreements ("EULA") and not issued pursuant to the above stated personal license.
- c) Buyer agrees to defend, indemnify and hold harmless seller from all damages and third party claims arising from unauthorized use or transfer of the software or firmware.

18. Confidential Information

Buyer agrees that all confidential information furnished by or obtained from seller in connection with the sale of items hereunder (including product data and manufacturing process data) shall be adequately safeguarded to prevent unauthorized disclosure. Buyer agrees not to (i) disclose any such information to any other person or entity, or (ii) use such information for any purpose, other than performing authorized activities directly related to the governing contract.

19. Tolerances

Unless otherwise agreed to in writing by seller, standard tolerances as described on seller's drawings, websites and/or posted catalog datasheets shall apply.

20. Product Line Changes

Product specifications and availability are subject to change without notice. Seller reserves the right to change specifications or discontinue items at seller's sole discretion for any reason whatsoever including, but not limited to changing market conditions, product discontinuation, component unavailability, manufacturing cost changes and errors in advertisements.

21. Assignment

Buyer shall not assign this Agreement or any order hereunder without the prior written consent of the seller. Any assignment in violation of the foregoing will be void and of no force or effect. Seller may assign this Agreement or any order hereunder in seller's sole discretion and without restriction. This Agreement will be binding upon and inure to the benefit of the parties, their successors, and permitted assigns.

23. Relationship

Nothing in in this Agreement or any product or service orders shall be construed to place the buyer or seller in the relationship of partners or joint ventures, and the buyer and seller shall have no power to obligate or bind the other in any manner whatsoever.

24. Waiver

No waiver by seller of any breach of this Agreement by the buyer shall be considered as a waiver of the subsequent breach of the same or any other provision.

25. Severability

If any provision or portion of this Agreement shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, that provision or portion of this Agreement shall be deemed omitted and the remaining provisions and portions shall remain in full force and effect.

26. Liens and Title



a) Buyer hereby grants to seller a security interest in any property owned by the buyer (including buyer's beneficial rights to property leased by seller) in the possession of seller or any of sellers' affiliates, at any time, to secure all amounts owed by buyer to seller under this Agreement.

b) In the case of repairs or overhauls performed pursuant to this Agreement, buyer grants seller a perfected security interest in all products retained in possession of seller upon which any repair or overhaul services have been performed by seller. Buyer further acknowledges and agrees that, in addition to the security interest and lien expressly granted by buyer to seller, seller shall have a lien on the product retained in possession of seller to the extent otherwise provided by law. Buyer acknowledges that the lien (whether granted by buyer or through the operation of law) for repairs or overhaul shall be for the full value of such work, and shall be superior to any lien or interest in favor of buyer, its parents, affiliates, or subsidiaries, or any other person who has knowledge of this Agreement. To the extent that seller maintains possession of product under repair, buyer agrees that seller is a secured creditor of buyer and has all the rights of a secured creditor.

c) With respect to products sold pursuant to this Agreement, buyer agrees and acknowledges that seller shall retain a security interest in such product, unless and until all payment for such products has been made and all other covenants and agreements of this Agreement have been performed in full. Accordingly, buyer agrees that it will not suffer or permit any lien or encumbrance to be established that affects the title to the product sold by seller pursuant hereto until seller has been paid in full. Buyer agrees that, in the event of buyer's insolvency, or in the event that any petition is filed by or against buyer under Chapter 7 or Chapter 11 of the Bankruptcy Code, seller may, at its discretion, recover all products sold pursuant to this Agreement and/or seek damages or costs under applicable laws.

27. Storage Fees

A storage fee will be applied monthly up to the maximum allowed by law on all repaired and overhauled units if delivery is not taken within five (5) days of notification.

28. Force Majeure

Notwithstanding anything else in this Agreement, no default, delay, or failure to perform on the part of seller will be considered a breach of this Agreement if such default, delay, or failure to perform is shown to be due to causes beyond reasonable control of seller, including, but not limited to, causes such as strikes, lockouts or other labor disputes, riots, civil disturbances, actions or inactions of governmental authorities or suppliers, epidemics, war, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy, nuclear disasters, or default of a common carrier.

29. Entire Agreement; Construction; Survival

This Agreement sets forth the entire agreement and understanding of the Parties relating to the subject matter herein and supersedes all prior and contemporaneous communications, representations, discussions, and agreements between the Parties with respect to such subject matter. The titles and section headings used in this Agreement are for ease of reference only and shall not be used in the interpretation or construction of this Agreement. No rule of construction resolving any ambiguity in favor of the non-drafting party shall be applied hereto. The word "including", when used herein, is illustrative rather than exclusive and means "including, without limitation." In the event of any termination or expiration of this Agreement, buyer's obligations to pay amounts due hereunder and arising prior to the date of termination or expiration, as well as Sections 9, 12–18, and 21–29 shall survive such termination or expiration.