



SKYSENSE

Terms and Conditions

SKYSENSE AB ("Seller") agrees to provide the product(s) stated in the purchase order ("Order") received from "Buyer" and comply with the terms and conditions herein. The Order and the terms and conditions herein constitute and are collectively referred to as the Agreement.

1. Delivery

Delivery shall be made within the time specified on Buyer's Order or in accordance with Seller's quoted lead time, whichever is later. Buyer shall reimburse Seller upon receipt of an invoice for transportation charges. Seller shall have the right to make early, accelerated and/or partial shipments in advance of the contractual delivery schedule, in its sole and absolute discretion.

2. Inspection

The Buyer shall inspect and accept, or reject products delivered pursuant to the Order immediately after Buyer takes custody of such products. In the event the products do not comply with the applicable Seller drawings or specifications, the Buyer shall notify the Seller of such nonconformance and give the Seller a reasonable opportunity to correct any such nonconformance. The Buyer shall be deemed to have accepted any products delivered hereunder and to have waived any such nonconformance in the event Seller does not receive notification that the products delivered hereunder do not comply with the Seller's drawings or specifications, within fifteen (15) days after the Buyer takes custody of such products.

3. Prices and Payments

Prices and payments will be in United States dollars or EURO. Invoice terms are pay in advance unless otherwise specified. Prices quoted are believed to be accurate; however, Seller reserves the right to correct any inadvertent errors in these prices prior to acceptance of the Order.

4. Warranty

As used in this Section "Nonconformance" means a failure to comply with or failure to operate due to noncompliance with applicable Seller drawings or having defects in workmanship or material. Normal wear and tear shall not constitute a Nonconformance.

Seller warrants that at time of delivery to Buyer, its Products will comply with applicable Seller drawings and will be free from defects in workmanship and material. These warranties shall run to the Buyer, its successors, and assigns. This warranty is valid for twelve (12) months after Seller's shipment of the Product. The warranty period for Seller's repair or replacement of the failed product only, covered by the warranty, shall be the unexpired portion of the original warranty or 6 months after shipment of the repaired or replaced product, whichever is longer.

Buyer must notify Seller in writing of the Nonconformance of any Product within the warranty period and return the Product to Seller within thirty (30) days after such discovery. Prior to return of the Product to Seller, Buyer must obtain a Return Material Authorization (RMA) from Seller. Seller reserves the right to return to Buyer any Product received without a valid RMA. In the event Seller is unable to confirm Buyer's reported Nonconformance, Buyer agrees to pay Seller an Evaluation/No Defects Found Charge, the amount of which shall be as specified in Seller's Return Material Authorization. Seller's obligation and Buyer's remedy under this warranty is limited to either repair or replacement, by Seller's election, of any Product Nonconformance. Seller agrees to assume round trip transportation costs for a nonconforming Product in an amount not to exceed normal shipping charges to the nearest facility designated herein for warranty repair of products delivered under an Order. The risk of loss or damage to all Products in transit shall be borne by the party initiating the transportation of such Products.

Seller shall not be liable under this warranty if the Product has been exposed or subjected to:

1. Any maintenance, repair, installation, handling, transportation, storage, operation or use which is improper or otherwise not in compliance with Seller's instruction; or
2. Any alteration, modification or repair by anyone other than Seller or those specifically authorized by Seller; or
3. Any accident, contamination, foreign object damage, abuse, neglect or negligence after delivery to Buyer; or
4. Any damage precipitated by failure of a Seller supplied Product not under warranty or by any Product not supplied by Seller.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE WHICH ARE HEREBY EXPRESSLY DISCLAIMED. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OF ANY KIND. NO EXTENSION OF THIS WARRANTY SHALL BE BINDING UPON SELLER UNLESS SET FORTH IN WRITING AND SIGNED BY SELLER'S AUTHORIZED REPRESENTATIVE.

5. Excusable delay

The Seller shall be excused from delays in delivery and performance of other contractual obligations under this Order caused by acts or omissions that are beyond the reasonable control and without the fault or negligence of Seller including but not limited to Government embargoes, blockades, seizure or freeze of assets, delays or refusals to grant an export license or the suspension or revocation thereof, or any other acts of any Government, fires,

floods, severe weather conditions, or any other acts of God, quarantines, labor strikes or lockouts, riots, strife, insurrection, civil disobedience, war, material shortages or delays in deliveries to Seller by third parties. If the excusable delay circumstances extend for six months, either party may, at its option, terminate this Order without penalty or liability and without being deemed in default or in breach thereof.

6. Cancellation

Buyer reserves the right to cancel any portion of this Order affected by a default of Seller or any insolvency or suspension of Seller's operations or any petition filed or proceeding commenced by or against Seller under any state or federal law relating to bankruptcy, arrangement, reorganization, receivership or assignment for the benefit of creditors.

7. Limitation of Liability

Seller's liability on any claim for loss or damage arising out of, connected with, or resulting from an Order, or from the performance or breach thereof, or from the manufacture, sale, delivery, resale, repair or use of any product covered by or furnished under an Order shall in no case exceed the price allocable to the product or part thereof which gives rise to the claim. In no event shall Seller be liable for special, incidental or consequential damages.