

GENERAL TERMS AND CONDITIONS OF SALE OF GOODS AND SERVICES FOR COMROD COMMUNICATIONS ASA GROUP

1. DEFINITIONS

In these Terms and Conditions: -

“**Company**” means any Comrod Communications Group Company, Comrod Communications ASA having its registered business address at Fiskåveien 1, NO-4120 Tau;

“**Customer**” means the other party to the Contract;

“**Contract**” means a contract between Company and Customer constituted by Company’s acceptance of an Order by Company’s issuance of an Order Acknowledgement;

“**Group Company**” means any company which is a holding company of the Company or a subsidiary of the Company or any such holding company according to the Norwegian Act relating to Limited Liability Companies of 13 June 1997 No. 44 thereof;

“**Order**” means Customer’s request for the Company’s sale of goods and services based on a quotation by the Company;

“**Order Acknowledgement**” means the Company’s acceptance of Customer’s Order;

“**Total Contract Price**” means the aggregate price of all goods and/or services to be supplied by the Company under a Contract including value added tax and all taxes, charges, levies or duties of any kind payable on the supply of the goods and/or services and any delivery charges as set out on the quotation and/ or in the Order Acknowledgement;

“**EXW**” means Ex-Works and “**DDU**” means Delivered Duty Unpaid as such expressions are defined in INCOTERMS 2000 published by the International Chamber of Commerce.

2. QUOTATION, OFFER AND ACCEPTANCE

A quotation by the Company shall be considered as an invitation to the Customer given for the stated validity period. If there is no such validity period, the quotation may be withdrawn by the Company at any time. If the Customer wishes to proceed, it must make a written Order within the validity period of the quotation. The Company may then accept such Order by issuing an Order Acknowledgement, which will constitute a binding Contract between the Customer and the Company. Until Company has issued an Order Acknowledgement there is no Contract between Customer and Company. The Customer agrees that the quotation fully specifies its requirements for goods and/or services unless otherwise or additionally specified in the Order Acknowledgement.

3. INCORPORATION AND PRECEDENCE OF THESE TERMS AND CONDITIONS

These terms and conditions shall apply to the Contract between the Company and the Customer, save for any modification in writing expressly agreed by Company in the Order Acknowledgement. These terms and conditions shall prevail over any terms or conditions of the Customer and over any other document or statement, save as expressly agreed in writing by the Customer and the Company.

4. AMENDMENTS, CHANGES OR CANCELLATIONS

Once accepted by the Company no Order can be amended, changed or cancelled except with the Company’s written approval and upon terms which indemnify and hold the Company harmless against any losses including loss of profit or additional costs resulting therefrom, inter alia additional costs incurred by any alterations made at the Customer’s request to quantities, delivery dates, rates, specifications, direct material costs, charges for handling, storing and supply of procurement and/or equipment, costs for services, for work in process, financial consequences for the Company caused by the termination of agreements with the subcontractors. Any part payment(s) already remitted shall be set off against these costs.

5. PRICES, TAXES AND OTHER CHARGES

All prices are exclusive of all taxes, charges, levies or duties of any kind payable on the supply of the goods and/or services and these are payable by the Customer in addition.

Unless otherwise expressly agreed in writing in the quotation or Order Acknowledgement, all prices are for delivery of goods EXW the Company’s premises. The Customer shall pay any delivery charges set out on the quotation.

6. PAYMENT

Credit accounts cannot be opened under the minimum amount in operation at the time of placing the Order. Customers wishing to open a credit account must furnish two trade references and a banker reference.

6.1 All Customers

Unless otherwise agreed in writing with the Company the Customer’s Order must be accompanied by a remittance for the Total Contract Price or advice that an irrevocable Letter of Credit for the Total Contract Price has been established with and confirmed by an International Clearing Bank in favour of the Company. The Letter of Credit shall have a validity equal to the full delivery period of the goods and/or services plus one month and shall provide for part shipment and transshipment of the goods with the release of one hundred per cent (100%) of the value of each shipment against presentation of (i) commercial invoice; and additionally in the case of goods; (ii) packing list; and (iii) bill of lading or forwarding agent’s receipt or air waybill or other transport document as evidence of despatch of the goods.

6.3 Payment of Interest

Without prejudice to the Company’s rights under clauses 6.4 and 14.1 or any other rights under the Contract, any sums not paid on the due date shall be subject to interest in accordance with the national published interest rates in the country of the supplying company.

6.4 Cancellation or Suspension

In the event that the Customer fails to make any payment on the due date to the Company under the Contract or under any other contract between the Customer and any Group Company), then without prejudice to any other remedy or right available to the Company, including the right of termination under clause 14.1, the Company shall be entitled to suspend any further deliveries or services to the Customer without any kind of liability to the Customer.

7. DELIVERY AND RISK

7.1 Whilst the Company will endeavour to meet any dates or times specified or requested for delivery and/or installation of any goods and/or the provision of any services, all such dates and times shall be deemed to be estimates only and the Company shall not have any liability for delay or for any damages or losses sustained by the Customer as a result of such dates or times not being met.

7.2 The Company reserves the right to make deliveries by instalments. Delay or other default in relation to a particular instalment shall not relieve the Customer of the obligation to accept delivery of and pay for other instalments.

7.3 The Customer shall not later than seven (7) days after being advised that any goods are ready for despatch, provide the Company with delivery instructions where required and, , also with the name and address of the Customer's nominated carrier. If no delivery instructions are received within this period, the Company, without prejudice to its other rights, shall have the right in its discretion to deliver the goods to any address of the Customer known to the Company using any carrier at Customer's risks and costs.

7.4 , Delivery of the goods shall be deemed to take place as follows: (i) if the goods are to be collected, delivery takes place by the handing over of the goods to the Customer or to the Customer's named carrier; or (ii) in all other cases, delivery takes place on delivery of the goods to the Customer's premises or other specified delivery point, where delivery of the goods shall be EXW the Company's premises delivery shall take place on delivery to the Customer's named carrier, or in the case of clause 7.3, any carrier.

7.5 Risk in the goods shall pass to the Customer upon delivery or, if the Customer fails to take delivery, at the time when the Company has tendered delivery.

7.6 If the Customer or its carrier does not accept a delivery of goods or fails to give the Company adequate delivery instructions, then without prejudice to any other right or remedy available to the Company, the cost of storage and any insurance in respect of the goods until actual delivery or their disposal shall be borne by the Customer, and if such failure to accept delivery continues for more than ten (10) days the Customer shall be deemed wrongly to have repudiated the Contract, and the Company may terminate the Contract in accordance with clause 14.

8. DAMAGE OR LOSS IN TRANSIT

In case of damage to or loss of goods during transit for goods that have been shipped under DDU, DDP, FCA or any other INCOTERM where the responsibility and ownership of the goods lies with the Company until delivery, the Customer shall be entitled to return the goods to the Company; provided that within seven (7) days of receipt of the goods by the Customer or their expected day of reception in case of loss, the Customer notifies both the carrier and the Company in writing of the nature and extent of the damage or loss. The Company accepts no liability for delay in transit. Unless the goods are checked on receipt, the carrier's documentation should be endorsed "unexamined".

9. TITLE

In no case shall title in any goods pass from the Company to the Customer before payment in full.

9.1 Notwithstanding delivery and/or the passing of risk in any goods, full legal and beneficial ownership shall remain with the Company until the Company shall have received in cash or cleared funds payment in full of the Total Contract Price under the Contract. This shall not restrict the Company's right to recover the Total Contract Price from the Customer.

9.2 Unless and until the Company shall have received the Total Contract Price, the Company shall be entitled at any time: (i) to require at no cost to the Company any goods to be separately stored and clearly marked in such a way that they will readily be seen to be the property of the Company; and/or (ii) to require the Customer to deliver up the goods or any part of them to the Company, and if the Customer fails to do so forthwith to repossess them; and/or (iii) to enter any premises or vehicle (by its employees or agents and in the case of premises, with or without vehicles) where goods still owned by the Company are stored or reasonably thought to be stored in order to inspect and/or repossess the same. All costs and expenses reasonably incurred by the Company in connection with such inspection and/or recovery shall be borne by the Customer.

9.4 The Customer shall take all necessary measures for the protection of the Company's goods at no cost to the Company, including the insurance thereof against all usual risks with a reputable insurance company approved by the Company for the full replacement value.

9.5 The Company's continuing ownership of goods under clause 9 will not be affected if the goods are assembled or incorporated by the Customer into other goods (provided in the case of any part of the Company's goods that it retains its substantial identity as a separate component and can be disassembled without unreasonable difficulty or expense) or if minor processes (such as, by way of example and not limitation, re-labelling, re-boxing, re-packaging or the installation of additional or different operating software) not affecting the substantial identity of the goods are applied by the Customer to the goods.

10. LIABILITY OF THE COMPANY

10.1 The Customer acknowledges and agrees that: (i) it is responsible for the operation of the goods and should ensure that they are used safely and properly and that it should use, maintain, store and keep them in accordance with any instructions, user handbook or other form of guidance relating to them provided by the Company; and (ii) the Total

Contract Price of the goods is quoted and agreed commercially and at arms length on the basis of the Company's potential liability as set out in these terms and conditions, with the Customer having the opportunity however for any particular contract to ask for a relaxation of these conditions with any appropriate adjustment to the Total Contract Price; and (iii) notwithstanding the Company's acceptance of limited liability in these terms and conditions, it would be prudent for the Customer to insure against all loss or damage which the Customer could suffer as a result of the Company's acts or omissions.

10.2 The goods will be supplied generally in accordance with the Company's specification. The Company's policy is one of continuous development and consequently specifications may be revised from time to time. The Customer shall not be entitled to reject the goods, or to make a claim in respect of failure of the goods to comply with any specification, unless any departure from specification is material in which case clauses 10.5 and 10.6 will apply

10.3 Descriptions and illustrations contained in Company catalogues, proposals and/or user handbooks shall not form part of the Contract.

10.4 All specifications, drawings and technical descriptions submitted with or in connection with any quotation or Order Acknowledgement of the Company are the Company's copyrights and intellectual property rights.

10.5 Any goods which are found to be faulty by the customer under no circumstances whatever the basis of any claim against the Company whether in contract, tort (including negligence) or otherwise, will the Company be liable for any consequential or indirect loss or for any loss of profit or business the company accepts no liability for any consequential costs associated with any work or rework carried out by the customer unless previously agreed in advance and in writing. Any goods that are identified to the Company's satisfaction to be defective as a result of faulty manufacture or workmanship and/or to materially depart from specification in accordance with clause 10.2 will at the sole discretion of the Company either be replaced or repaired free of charge provided that:

10.5.1 the Customer has notified Company referring to the reference number or purchase order number in writing without undue delay after the Customer has discovered or should have discovered the circumstance constituting the basis for the claim, and the goods (or samples thereof showing the alleged defects) are returned properly packed carriage paid to the Company's specified works at the Customer's risk without undue delay after the forwarding of the notification, always provided that under no circumstance may the Customer claim that any goods or service are defective or otherwise not in accordance with the requirements in the Contract later than twenty four (24) months from delivery as defined; and

10.5.2 the goods have not been misused, mishandled, overloaded, amended, modified or repaired in any way by the Customer, its employees, agents, subcontractors or any third party, or used for any purpose other than that for which they were designed; and

10.5.3 if the goods have been manufactured to the Customer's drawing design or specification the defects are not as a result of faulty drawing design or specification supplied by the Customer; and

10.5.4 if the goods have been installed and/or commissioned by someone other than the Company or its employees, agents or its subcontractors the defects are not as a result of faulty installation and/or commissioning; and

10.5.5 the defect is not due to fair wear or tear, wilful damage, negligence, abnormal working conditions or failure to follow the Company's instructions; and

10.5.6 the Total Contract Price has been paid, if due.

10.6 Repaired or replaced goods will be returned DDU (named place) for all destinations, to fulfil the remaining time of the initial warranty.

10.7 The Company may at its sole discretion and if so requested by the Customer, send the Company's personnel to repair or replace the goods provided that if on investigation at the Customer's site it appears that the alleged defects do not exist or are the result of any of the causes referred to in clauses 10.5.2 to 10.5.5 (inclusive) hereof, then:

10.7.1 the Company shall be under no obligation to carry out any repairs or replacement of the goods concerned and shall be entitled to recover from the Customer all costs and expenses involved in sending such personnel to the Customer's premises at the Company's normal charging rates for such personnel; and

10.7.2 if the Company agrees to carry out any repairs to the goods it shall be entitled to charge the Customer for all such costs and expenses referred to in 10.7.1 and all repair works at the Company's normal charging rate for such personnel and list price for spare parts used.

10.8 Subject to clause 10.9, the Company accepts liability to the Customer where the Company's negligence in its performance according to the Contract causes death or personal injury or in the event that Company's negligence in its performance of the Contract causes direct physical damage to or destruction of property, provided always that such liability shall under no circumstance exceed the sum of EUR 2,000,000.00.

10.9 The Customer is required to notify the Company of any claim under 10.8 above as soon as reasonably possible

10.10 Save as set out in clauses 10.5 to 10.8, all terms, warranties and conditions relating in any way to description, sample, condition, or quality of any goods, and/or as to the skill or care of the Company, its servants or agents relating to the supply or provision of any services, whether statutory, express or implied, and whether arising directly or indirectly, are excluded; and the Company shall not be liable to the Customer for any negligence of itself, its servants or agents howsoever arising.

10.11 Under no circumstances whatever the basis of any claim against the Company whether in contract, tort (including negligence) or otherwise, will the Company be liable for any consequential or indirect loss or for any loss of profit or business.

10.12 Further and in any event, under no circumstances except as provided in clause 10.8 and whatever the basis of any claim against the Company whether in contract, tort (including negligence) or otherwise will the Company's liability,

for any one claim or the total of all claims arising from any one act or default or from any single series of acts or defaults of the Company, its servants or agents, exceed in the aggregate the sum expressly agreed in writing in the Contract of the goods in respect of which the liability arises.

11. PATENT INDEMNITY

11.1 Subject to clause 11.2, if the Customer is threatened with any action alleging that the goods in the form supplied by the Company infringe any patent, copyright registered design, design right or other intellectual property rights, then the Company will indemnify the Customer against any final award of damages and costs against the Customer arising from such action, provided that the Customer promptly informs and fully co-operates with the Company and in cases where the Company so requests and allows the Company to defend any action on the Customer's behalf and have the sole control of any and all negotiations for settlement. Further, if such event occurs, the Customer agrees that the Company shall have the right at its option and its own expense either to (i) modify any goods so that they do not infringe; or (ii) replace any goods with non-infringing goods; or (iii) procure for the Customer the right for the Customer to continue its use of any goods.

11.2 The Company shall have no liability in respect of claims for infringement or alleged infringement of any third parties' patent or other proprietary rights arising from the execution of the contract in accordance with the Customer's designs plans or specifications and the Customer shall indemnify and hold the Company harmless against all losses, damages, expenses, costs or other liability arising from such claims.

12. EXPORT AND IMPORT CONSENTS

12.1 In the event that the Company is unable to obtain any export control documentation required under law to enable the goods to be exported from its manufacturing facility and/or visas or consents for personnel required to provide services, the Company shall not be held liable for any failure to perform or fulfil any of the obligations under the Contract.

12.2 The Customer shall obtain all consents necessary for the import of the goods to the country of final destination and where required any visas or consents required for the entry of the personnel into the country of final destination and shall comply with all laws and regulations in connection therewith

13. EXCUSABLE EVENTS

Notwithstanding any other provision of the Contract, the Company shall be under no obligation and may terminate the Contract without liability if the Company is unable to deliver goods and/or perform services according to the Contract as a result of any cause beyond the control of the Company including but not limited to acts of God, war (whether declared or not), sabotage, riot, explosion, Government control restrictions or prohibitions or any other Government act or omission whether local or national, fire, accident, earthquake, storm, flood, epidemic, drought, or other natural catastrophes, inability to obtain equipment, suitable raw materials, components, fuel, power or transportation, disputes with workmen, strikes or lockouts or shortage of labour. The Customer shall not be entitled to claim any compensation from the Company as a result of such causes referred to above.

14. TERMINATION

14.1 Without prejudice to any other right and remedy available to the Company, and in particular the right to accept a wrongful repudiation and recover unliquidated damages, the Company shall have the right forthwith to terminate the Contract with immediate effect by notice if the Customer commits any substantial breach of any of the terms of the Contract or goes into liquidation or receivership.

14.2 On termination in any case, the Customer shall immediately pay any sums due to the Company and redeliver to the Company all goods of which the Customer has not already become the owner. For the avoidance of doubt the provisions of clause 7 (as to risk) and clause 9 (as to the Company's title and ancillary remedies) and clause 10 (as to the limitation of the Company's liability) shall continue after termination.

14.3 In the case of termination under clause 14.1 by the Company following breach by the Customer, the Customer shall pay all the Company's costs and expenses, and the Company's loss consequent on such breach and termination being the Total Contract Price less any saving to the Company as to further performance by being able to resell the goods or otherwise.

15. ENTIRE AGREEMENT

These terms and conditions related to the Contract supersede all previous conditions, understandings, commitments, agreements or representations whatsoever, whether oral, by conduct or written, relating to the subject matter hereof.

16. ASSIGNMENT

The Customer shall not assign, pledge, charge or deal in or make over in any way the benefit of the Contract without the prior written consent of the Company.

17. WAIVER

No waiver by the Company of any breach of any provision of the Contract shall be held to be a waiver of any other or subsequent breach and the failure of the Company to enforce any provision shall not be a waiver of any right subsequently to enforce any other provisions.

18. GOVERNING LAW AND JURISDICTION

The Contract shall be governed construed and shall take effect in accordance with the laws of Norway, and all disputes arising in relation thereto shall be subject to the exclusive jurisdiction of the Norwegian Courts to which the Customer and

the Company by agreement irrevocably submit, with Stavanger City Court (Stavanger tingrett) as agreed legal venue.

19. SEVERABILITY

If any of the words or provisions of these conditions shall be deemed to be invalid, illegal or unenforceable for any reason, then the Contract shall be read as if the invalid, illegal or unenforceable words or provisions had to that extent been deleted and the validity of the remaining provisions shall not be affected.