

## Sale Terms & Conditions

1. **AGREEMENT.** The terms and conditions set forth in this Agreement shall constitute the entire agreement between Norwia AS and the Buyer and supersede all other agreements and understandings, whether written or oral, between the parties with respect to the subject matter hereof. Norwia AS' acceptance of any offer by Buyer is expressly made conditional upon Buyer's assent to the terms and conditions hereof, and none of the Buyer's additional or different terms shall apply. Acceptance of Norwia AS's offer to sell is expressly limited to acceptance to the terms and conditions hereof, and no other terms or conditions shall apply unless expressly agreed to by Norwia AS in writing.
2. **ORDERS.** All orders are subject to acceptance by Norwia AS in its' sole discretion at its general offices in Sandefjord, Norway even if the order is taken elsewhere by any sales representative or agent of Norwia AS
3. **CANCELLATION, CHANGES, REDUCTION, SUSPENSION & RETURN OF PRODUCT.** After acceptance by Norwia AS, Buyer's order shall not be subject to cancellation, change, reduction in amount, suspension by Buyer of deliveries or return of product without Norwia AS's prior written consent.
4. **PRICE.** All prices exclude government and/or local taxes, custom, duties, charges, consular fees, permit and license fees. Any taxes, fees and/or other expenses that Norwia AS has the legal obligation to collect or pay will be added to the price or billed separately to Buyer. Unless Norwia AS' written quotation indicates otherwise, prices in quotations are subject to CHANGE WITHOUT NOTICE. Prices may increase as a result of delays due to changes requested by Buyer or Buyer's failure to furnish information requested. Norwia AS reserves the right to charge at any time a monthly service charge of one and one-half percent (1.5%) or the highest rate of interest allowed by law, whichever is lower, on accounts outstanding more than thirty (30) days from the date of Norwia AS's invoice, effective as of the thirty-first (31st) day from the date of the invoice.
5. **PAYMENT TERMS.** Unless specified otherwise on the face hereof, payment terms for sales are 100% net cash in quoted currency upon at the time of presentation of the purchase order and prior to the commencement of work.
6. **DELIVERY TERMS.** Unless otherwise stated on the face of this Agreement, all deliveries shall be Exworks Norwia AS' factory in Sandefjord, Norway and all risk of loss shall pass to the Buyer upon delivery of the goods to the carrier at Norwia AS' factory. All delivery expenses, including transportation, freight, insurance, risk of loss and any other shipping costs, shall be for the account of the Buyer. Unless otherwise instructed, selection of carrier and routing of all shipments shall be at Norwia AS' discretion. All boxing and packaging charges may be added to the price. When special packaging is specified for sales involving greater expense than that customarily supplied, a charge may be made to cover such extra expense. Shipment dates are approximate and are subject to receipt of all necessary Buyer information and where applicable, pre-payment.
7. **FORCE MAJEURE.** Norwia AS shall not be liable for any delays in the delivery of orders, due in whole or in part, directly or indirectly, to fire, act of God, strike, shortage of raw materials, supplies, components, fuel, labor, retooling, upgrading of technology, delays of carriers, embargo, government order or directive, or any circumstance beyond Norwia AS' control. Buyer agrees that Norwia AS shall not be liable for any direct, indirect, consequential, or special damages that may result from any such delays.

8. **INSPECTION & ACCEPTANCE.** Buyer must inspect delivered goods and report claims for defects, damages or shortages in writing within five (5) days of delivery, or the goods shall be deemed irrevocably accepted and such claims shall be deemed waived.
9. **EXPORT REGULATIONS.** Buyer will comply with the provisions of the Norwegian Government's Export Administration regulations and related documentation requirements and internal control procedures. This will include the proper notifications that no person in Norway or a foreign country may export or re-export any commodity or technology, directly or indirectly, without prior specific authorization in writing. Buyer shall be responsible for obtaining any necessary export or import licenses and permits.
10. **INSTALLMENT.** Norwia AS's failure to deliver, or nonconformity of, any installment of this Agreement shall not be a breach of the entire Agreement.
11. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the internal laws (and not the laws of conflicts) of the county of Sandefjord, Norway.
12. **LIMITATION OF ACTIONS.** Any actions or claims by Buyer under this Agreement shall be brought within one (1) year of the date the cause of action accrues.
13. **VALIDITY.** If any provision of these Terms and Conditions of Sale is found to be invalid or unenforceable in any respect, the validity and enforceability of the remaining Terms and Conditions of Sale shall not be affected.
14. **CONFIDENTIAL INFORMATION.** Buyer agrees that all drawings, manuals, and other information furnished hereunder to Buyer by Norwia AS is proprietary to Norwia AS and such information shall be held in confidence and shall not be used or disclosed by Buyer without Norwia AS prior written consent, except for the fulfillment of this Agreement.
15. **SOFTWARE LICENSE.** If computer software is included in or among the products to be transferred hereunder, Norwia AS hereby grants to Buyer, effective upon sale of the items covered hereunder, a perpetual, non-exclusive, non-transferable license to use such software, provided that such use shall be only for the Buyer's own business and shall be limited to use on the single machine provided by Inc. Title to and ownership of the software shall at all times remain with Norwia AS. Buyer may copy the software into any machine-readable or printed form only to the extent that it is needed for backup or modification purposes in support of Buyer's use of the program on the single machine and Buyer may modify and/or merge it into another program only for Buyer's use on the single machine, provided that Buyer shall reproduce and include any applicable copyright notice on any such copy, modification or portion merged into another program. Buyer shall not (i) permit any parent, subsidiary, affiliated entity or third party to use the software, (ii) sublicense, assign or transfer the license or the software, (iii) process or permit to be processed the data of any other party through use of the software, (iv) use the software in the operation of a service bureau, (v) allow access to the software through more than one terminal or machine, except where expressly provided as part of the basic system design, (vi) use, copy, modify, or transfer the software program, or any copy, modification or merged portion, in whole or in part, except as expressly provided for in this Agreement. If Buyer transfers possession of any copy, modification or merged portion of the software program to another party, or in any other way violates the terms of this Section, Buyer's license shall be automatically terminated.

16. LIMITED WARRANTY AND REMEDIES. Subject to the terms of Section 17 below, Norwia AS warrants to the original purchaser the products hereunder to be free from defects in material and workmanship upon delivery. If such products are not as warranted and Buyer notifies Norwia AS during the warranty period applicable to the products sold hereunder, Norwia AS will, at its option, repair, replace or refund the purchase price of any products that prove defective within the warranty period. The warranty period shall be three (3) years, on most products, except as noted in section 17 below, from the date of shipment of the product or such different period specified on the Norwia AS quotation or sales order applicable to such product. REPAIR OR REPLACEMENT OF THESE PRODUCTS OR REFUND OF THE PURCHASE PRICE AS PROVIDED UNDER THIS WARRANTY, IS THE BUYER'S EXCLUSIVE REMEDY. This exclusive remedy will not be deemed to have failed of its essential purpose as long as Norwia AS is willing and able to repair or replace any defective product, or refund the purchase price, in the prescribed manner. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, INFRINGEMENT AND FITNESS FOR A PARTICULAR USE. Norwia AS makes no other warranties of any kind and any repair or attempt to repair goods by anyone other than an authorized representative of Norwia AS automatically voids any warranty on those goods. Warranty is also void if goods are misused or abused. Any oral or written statement concerning goods inconsistent with the warranty contained herein shall be of no force or effect.
17. LIMITATIONS ON WARRANTY. Products that are purchased from other equipment manufacturers and sold by Norwia AS as part of a system will bear only the original manufacturer's warranty. The above warranty shall not apply to fuses, lamps, or other items that are expendable by nature, unless otherwise provided. Under no circumstances shall Norwia AS be liable for any indirect, consequential, collateral, special or incidental damages (including, without limitation, loss of profits or goodwill) whether such claim is based on contract, negligence, strict tort, warranty or any other basis. Goods may be returned only with prior written approval from Norwia AS. Any goods returned will be returned at Buyer's expense and no allowance for, nor replacement of, defective goods covered by warranty will be made unless the alleged defects are established to the satisfaction of Norwia AS after it tests and inspects the product. If any such defect is so established, Norwia AS will either replace or repair the product involved or, with prior written consent, refund the purchase price to Buyer. Norwia AS's sole liability shall, in no event, exceed the purchase price of the particular Norwia AS goods with respect to which a claim is made.
- All SFP's (Small Form-factor Pluggable), WDM/CWDM/DWDM filter modules and other third-party products are covered by a warranty period of two (2) years from the date of shipment of the product.
18. MISCELLANEOUS. All clerical errors are subject to correction. The failure of Norwia AS to enforce at any time any of the provisions of this Agreement shall not be construed to be a waiver of such provisions nor the right of Norwia AS to enforce such provisions in the future. Buyer may not assign any rights under this Agreement without the consent of Norwia AS. Norwia AS may subcontract the furnishing of any products sold hereunder or any portion thereof. All disputes arising under this Agreement shall be resolved, if not sooner settled, by a court of competent jurisdiction in the country of Norway.