

1. Subject and scope of application

1.1

Any order for products implies the full acceptance by the Customer and his/her full and entire agreement to these General Conditions of Sale which prevail over any other Customer document, and especially over any General Purchasing Conditions, except special and prior other agreement with the Company Shortlink AB (Seller). In the absence of regulation in these conditions the Seller refers to General terms of delivery SEAL2012.

1.2

Any document other than these General Conditions of Sale, and especially catalogues, brochures, advertisements and instructions, are only for information and have no legal value.

2. Intellectual property

All technical documents provided to the Customer remain the exclusive property of the Seller, sole owner of the intellectual property rights of such documents. The Customer agree not to use any of these documents in a way likely to violate the intellectual or industrial property rights of the Seller.

3 Orders and specifications

3.1

By order, it must be understood any order for any of the products in the Sellers price lists or in specific price quotations, accompanied by any initial payment which may be specified in an order confirmation.

3.2

No order submitted by the Customer shall be deemed to be accepted by the Seller unless and until confirmed in writing by authorized employees.

3.3

The Customer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Customer, and for giving the Seller any necessary information relating to the goods or services within a sufficient time to enable the Seller to perform the contract in accordance with its terms

3.4

The quantity, quality and description of any specification for the goods and/or services shall be those set out in the Seller's quotation (if accepted by the Customer) or the Customer's order (if accepted by the Seller).

3.5

If the goods are to be manufactured or any process is to be applied to the goods by the Seller in accordance with a specification submitted by the Customer, the Customer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Seller's use of the Customer's specification.

3.6

The Seller reserves the right to make any changes in the specification of the goods which are required to conform to any applicable statutory or Governmental requirements or, where the goods are to be supplied to the Seller's specification.

3.7

No order which has been accepted by the Seller may be cancelled by the Customer except with the agreement in writing of the Seller and on terms that the Customer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of

all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

3.8

The Seller reserves the right to make without notice any changes in material, specifications, or design of the goods which having regard to all the circumstances it considers to be reasonable or desirable but which do not affect the operational requirements of the goods and such changes shall not affect the validity of the contract.

3.9

Although every reasonable precaution will be taken to ensure accuracy of all information, all descriptive matter, colours, dimensions and other documentation supplied by the Seller and the descriptions and illustrations contained in its catalogues, website, prices lists and other advertising matter are approximate only and are intended merely to describe generally the goods. They are not, unless it is expressly so stated in the contract, deemed to form any part or parts of the contract of sale and are not to be regarded as a warranty or representation.

3.10

Although every reasonable effort will be made by the Seller to match colour and materials. The Seller cannot guarantee that no variation in such colour or materials may occur.

4 Price of the goods

4.1

The price of the goods and/or services shall be the Seller's quoted price in US Dollars or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller's published price list current at the date of acceptance of the order. All prices quoted are valid for 30 days only or until earlier acceptance by the Customer, after which time they may be altered by the Seller without giving notice to the Customer.

4.2

The Seller reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of the goods and/or services to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture, transport), any change in delivery dates, quantities or specifications for the goods and/or services which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Seller adequate information or instructions.

4.3

The price is exclusive of any applicable value added tax, other forms of Sales Tax and other taxes which the Customer shall be additionally liable to pay to the Seller.

4.4

Installation or design support is not included in the price unless specifically stated or agreed in writing. The Seller provides free support only to a lesser extent.

5 Terms of payment

5.1 Payment

The Seller's invoices are payable at the date written on each invoice. The Seller has the right to request advance payment from countries outside EU and in accordance with article 7.6.

5.2 Non-payment

5.2.1

If the Customer does not pay on time, the Seller is entitled to interest from the due date with the interest rate applicable according to the act on interest on late payment due to a late payment interest rate of 20 %. The Seller is also entitled to

compensation for actual recovery costs. Any delay in payment will give rise by right and without any formal notice required of the payment of penalties. These penalties are due by right and will automatically be charged to the Customer's account.

5.2.2

Furthermore, the Seller reserves the right to refer to the competent court to ensure any such non-payment ceases.

6. Insolvency of Customer

6.1 Insolvency

This clause applies if the Customer becomes bankrupt or goes into liquidation. Without prejudice to any other right or remedy available to the Seller. The Seller shall be entitled to cancel the contract or suspend any further deliveries under the contract without any liability to the Customer, and if the goods have been delivered and/or services performed but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

6.2 Property reservation

The transfer of property of the Seller's products is suspended until the Customer has paid in full. The Seller may exercise its rights held under this property reservation clause, over all of its products in the Customers' possession, even if from another order, and the Seller can have them returned or claim them as compensation for unpaid invoices, without any prejudice of its right to cancel any pending sales.

7 Deliveries, risk and returns

7.1 Delivery dates

The Seller endeavors to respect the delivery dates advised when the order is accepted, and to fulfill the orders, except in case of force majeure. The delivery dates cannot give rise to any penalties or compensation, nor motivate any order cancellation.

7.2 Risks

The deliveries are ex-works, Shortlink AB, Hamntorget 1 Karlstad or alternative city according to order confirmation, unless there is previous written agreement on otherwise. The transfer of risks on the products sold by the Seller occurs when the products are given to the carrier or when they leave the warehouse.

7.3 Transport

In any cases of damage to delivered goods or of missing parts, it is the Customer's responsibility to state all necessary reserves with the carrier. Any products which is not the subject of such a reserve, advised by registered post with acknowledgement of receipt within 1 day after receipt of the products by the carrier, and copy of which notice shall also be sent to the Seller, is considered accepted by the Customer.

7.4 Receipt of goods

7.4.1

Without prejudice of the arrangements to be made by the Customer to the carrier, in case of non-conforming parts or apparent defects or missing parts, any claim, for any reason, regarding the delivered products, will only be accepted by the Seller if it is done in writing, by registered post with acknowledgement of receipt, within 7 days.

7.4.2

It is the responsibility of the Customer to provide justification of the reality of the defects or missing parts.

7.4.3

No return of goods, by the Customer, will be accepted without prior written agreement from the Seller (acceptable via e-mail). The costs of return will only be accepted by the Seller if a visible defect, or missing parts, is clearly confirmed by the Seller or its authorized representative. Only the carrier chosen by the Seller is

authorized for the return of the products in question.

7.4.4.

When after a control a visible defect or a missing component is indeed confirmed by the Seller the Customer may claim for the replacement of the non-conforming parts and/or the complement to make up for the missing parts, without being able to claim any compensation nor order cancellation.

7.4.5

The receipt of goods, without an expressed reservation by the Customer, covers any visible defect and/or missing parts. Any reservations shall be confirmed according to the conditions of article 7.4.1.

7.4.6

Any claim made by the Customer according to the terms and conditions written in this article does not suspend the payment by the Customer of the goods in question.

7.4.7

The Seller's responsibility cannot be brought into question due to incidents during transport, destruction, damage, loss or theft, even if the carrier was chosen by the Seller.

7.5 Suspension of deliveries and order refusal

In case of entire non-payment of an invoice at due date, after formal notice without any effect within 3 days, the Seller reserves the right to suspend deliveries, current or future, including of other orders. The Customer will not have any claim to any compensation, for any reason whatsoever.

7.6 Cash payment

All accepted orders assume that the Customer presents sufficient financial guarantees, and that he will pay the invoice at due date, according to legislation. Therefore, if the Seller has any reason to be concerned about payment difficulties of the Customer at the date of the order, or afterwards, or if the Customer does not present the same guarantees as at the date of order acceptance, the Seller can subject the acceptance of the order or the pursuit of production to a cash payment or to the supply, by the Customer, of guarantees in favor of the Sellers Company. The Seller will also be entitled, before the acceptance of any order, as during its preparation, to request from the Customer the communication of accounting documents, in particular profit and loss accounts, including forecasts, to allow evaluation of solvency.

8 Warranties and liability

8.1 Warranty

Subject to the conditions set out below the Seller has standard warranties for all goods of one year from delivery date.

8.2 Liability

The Seller shall be under no liability in respect of any defect in the goods arising from any drawing, design or specification supplied by the Customer. The Seller shall be under no liability in respect of any defect arising from fair wear and tear, willful damage, negligence, abnormal working conditions or storage conditions, failure to follow the Seller's instructions (whether in oral or in writing), misuse or alteration or repair of the goods without the Seller's approval.

The Seller shall be under no liability in respect of any goods which have been adjusted, modified, serviced or repaired otherwise than by the Seller.

The Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the goods has not been paid by the due date for payment. The above warranty does not extend to parts, materials or equipment not manufactured by the Seller.

8.3 Warranty claim

Any warranty claim by the Customer shall be notified to the Seller within 7 days of the date of discovery of the defect or failure and in any event within the warranty period applicable to a particular product. If delivery is not refused, and the Customer does not notify the Seller accordingly, the Customer shall not be entitled to reject the goods on the grounds of a breach of the warranty given by the Seller and the Seller shall have no liability for such a defect or failure, and the Customer shall be bound to pay the price as if the goods had been delivered in accordance with the contract.

8.4 Valid claim

Where any valid claim in respect of any of the goods which is based on any defect in the quality or condition of the goods or their failure to meet specification is notified to the Seller in accordance with these conditions, the Seller shall be entitled to replace the goods (or a proportionate part of the price), but the Seller shall have no further liability to the Customer.

8.5 Injuries and damages

Without prejudice to the Seller's warranty, the Seller shall be liable to the Customer under any contract only in respect of personal injury to or the death of any person or loss or damage to any property caused directly by the acts or omissions of the Seller, or employees. The Customer is responsible in all respects for final product delivered to third party. The Customer is also responsible for continually monitoring that the product works properly. A party alleging breach of contract is obliged to take reasonable measures to limit the resulting damage. Should he fail to do so, any damages to which he would otherwise have been entitled shall be reduced or forfeited. The total amount which the Seller may have to pay to the purchaser as a result of the purchase shall be limited to the lesser of 15 % of the price of the goods and 10 times the base amount stipulated in the General Insurance Act (SFS 1962:381).

8.6 Writing claim

Any claim must be in writing and must contain full details of the claim including the part numbers of any allegedly defective goods. The Seller shall be afforded reasonable opportunity and facilities to investigate any claim made under this clause and the Customer shall, if so requested in writing by the Seller, make available any goods which are subject of any claim, and any packing, securely packed for collection from the Customer's premises for examination by the Seller. The Seller shall have no liability, regard to any claim, in respect of which the Customer has not complied with the provisions of these conditions.

8.7 Seller's manual

Without prejudice to the generality of the foregoing all recommendations or advice given by or on behalf of the Seller in the Company's manuals, to the Customer as regards to the methods of installation or using the goods and the purpose for which the goods may be used, without liability on the part of the Seller.

9 Force majeure

Are considered as cases of force majeure or fortuitous, those events independent of the will of the parties, which they could not reasonably be expected to foresee, and which they could not reasonably avoid nor overcome, to the extent that their occurrence makes it totally impossible to carry out the obligations. Are especially likened to force majeure or fortuitous cases, discharging the Company or its delivery obligation within the initial delivery dates: strikes of all part of the employees of our Company or our usual carriers, fire, floods, war, production, shutdown because of fortuitous breakdowns, the impossibility to the supplied with raw materials, epidemics, thaw barriers, roadblocks, strike or supply shortage of electricity and gas, or supply shortage for a

reason out of control of the Company, and any other supply shortage due to our suppliers.

In any such circumstances, the Seller will advise the Customer in writing, in particular by email, within 72 hours after the date the event occurs, and the contract between the Seller and the Customer is then suspended of full right without any compensation, from the date of the event. Should the event last over 60 days from the date of the beginning of the event, the contract of sale concluded by the Seller and the Customer may be terminated by the most diligent party, without either party being able to claim damages. This termination will take effect on the date of the first letter sent by registered post with acknowledgement of receipt denouncing the contract.

10 Applicable law

Any question relative to the present General Conditions of Sale and to the sales they govern which has not been covered in these contractual clauses or in General terms of delivery SEAL2012, adopted in 2011 by the Swedish Electronics Trade Association, will be governed by Swedish law by the Swedish court, excluding all other law.