

# Bluegiga technologies Oy

## Terms and Conditions of Sale 1.4

### 1. Offer / Quotation

The offer / quotation is valid for 30 days, unless otherwise mentioned in the offer. All material, including but not limited to pictures, drawings, calculations and other documents, are the property of Bluegiga. The quotation receiver (hereinafter Customer) shall have no right to transfer or otherwise give any information regarding the included information to any third party. Quotations made orally will be subject to change without further notice.

### 2. Order

The order shall be considered to be valid after the Customer has approved the quotation either in writing or orally. Otherwise the Sales Agreement shall commence on the date of the order acknowledgement or at the date of delivery of the product.

### 3. Delivery Time

The delivery time shall be considered to start at the latest occasion of the following: A. The Agreement date, B. Upon delivery of the agreed collateral, or C. Upon the Customer has provided for Bluegiga all necessary information relating to the delivery. Customer acknowledges that the dates specified for delivery in the Bluegiga's offer / quotation and order acknowledgement shall be regarded as indication dates and shall not constitute a material term of the Sales Agreement. The quoted products are subject to availability.

### 4. Shipping Terms

The shipping terms are FCA (Espoo, Finland), unless otherwise agreed. All expenses in connection with the packing and delivery of the product shall be added to the agreed price.

### 5. Limited warranty

The product hardware shall have a warranty period of one (1) year upon delivery. The warranty terms and conditions will be delivered to the Customer upon delivery of the product in English language only.

### 6. Product Quality

The information in any media about price, measurements, weight, performance and other technical measurements of the product are given without any commitments. Bluegiga shall be responsible only for information mentioned in the Sales Agreement in writing and that is particular for the sale in question, regarding the quality and other characteristics of the product. The Customer shall be responsible for the product use information it provides to Bluegiga.

### 7. Delay

Bluegiga shall be responsible to inform the Customer as soon as it becomes aware of any delay and when Bluegiga is able to inform the Customer of the new expected delivery date. The products are subject to availability and if the producer or any other from whom Bluegiga acquires its products shall not be able to deliver the required products in due date and Bluegiga's delivery is delayed because of this, Bluegiga shall not be liable of any costs of the Customer in relation to the delay. The Customer shall have no right to claim for the delivery if an event has taken place that shall materially change the Parties' proportions of the obligations to perform the Agreement.

### 8. Price

The purchase price is the price agreed between the Parties. The applicable VAT, delivery expenses and all other expenses, taxes and tax like costs beyond Bluegiga's control shall always be added to the purchase price.

### 9. Payment Terms and Interest

Term of payment shall be 14 days net, unless otherwise agreed in writing. The payment period shall start at the invoice date or according to separately agreed payment schedule. In case of a payment delay, a delay interest of 16% pa. shall be added to the invoice sum. In addition Bluegiga shall have a right to claim for reasonable collection charges.

### 10. Price Revice

Bluegiga retains a right to price adjustments, in case of exchange rate change, VAT, import duties or other costs beyond Bluegiga's reach change before the delivery date. The comparison exchange

rate is the rate the Bank of Finland confirms at the quotation or offer date.

### 11. Product Inspection, Reclaims and Product Corrections

The Customer shall be responsible for examining the delivered product in five (5) days after the delivery. If the delivery is partly defective, the Customer needs to notify Bluegiga no later than eight (8) weekdays from the delivery date. Bluegiga shall have the right either repair or deliver a new product in its sole discretion.

### 12. Customer's Cancellation Right

If Bluegiga's delivery shall differ considerably from the agreed and the defect shall not be repaired or new product shall not be delivered in a reasonable time after Customer's written reclaim or if the delivery is delayed because of negligence by Bluegiga and it causes the Customer unfair damage, in such cases the Customer shall be entitled a cancellation right. If the product has been produced according to specific instructions and conditions made by the Customer, and Bluegiga can't use the product for any other use without losses, the Customer shall then have a cancellation right only if the meaning of the Agreement shall be essentially unattainable.

### 13. Bluegiga's Cancellation Right

If the purchase price shall not be paid at the due date and the delay doesn't derive from Bluegiga's actions, has Bluegiga a cancellation right for the whole Agreement or to the part of its products that the Customer has not yet received. Bluegiga has a cancellation right also in a case where it is obvious because of notice from the Customer or otherwise that the Customer shall be delayed. In addition Bluegiga shall be entitled to cancel the Agreement if the Customer won't contribute to the Agreement as agreed or otherwise reasonably can be expected.

### 14. Force Majeure

Bluegiga shall be excused for any delay or failure to perform due to any cause beyond its reasonable control, including but not limited to acts of governments, natural catastrophes, acts of Customer, interruptions of transportation or inability to obtain necessary labour or material. In the event Bluegiga shall be unable to perform in whole or in part because of any excusable failure to perform, Bluegiga may cancel orders without liability to the Customer. In a situation where the fulfilment of the Agreement would require unfair sacrifice by Bluegiga compared to the benefits accrued by the Customer; Bluegiga shall not be compelled to fulfil the Agreement. In addition Bluegiga shall have a right to cancel the Agreement.

### 15. Title

Title to the product shall pass to the Customer after the purchase price has been wholly paid, including all applicable delay interests. The liability for damages passes to the Customer according to the section 4.

### 16. Limitation of Liability

In no event shall Bluegiga be liable for special, incidental or consequential damages, including but not limited to loss of profit or opportunity, cover purchases, damages that Bluegiga has repaired or compensated in a reasonable time, losses that could have been avoided by using appropriate measures such as back up copying and following Bluegiga instructions and advices. In no event shall Bluegiga's liability exceed fifteen (15) percent of the purchase price the Customer has paid for the product.

### 17. Governing Law

This Agreement shall be construed and governed by the laws of Finland excluding its rules for choice of law. The application of the UN's Convention on Contracts for International sale of Goods is expressly excluded. Any dispute, controversy or claim arising out or relating to this Agreement, or the breach, termination or validity thereof shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finnish Central Chamber of Commerce by one (1) sole arbitrator, who shall be appointed by the arbitration board of the Central Chamber of Commerce. The arbitration shall happen in Helsinki in the English language. This clause shall not limit parties' rights to enforce the arbitration award in any court of law.

