

## AD Navigation AS Terms and Conditions of Sale and Service [Rev. 2 June 2018]

### 1. Definitions

**You, the Customer:** A person or company buying products from us.

**Consumer:** A private person buying products for private use. If you are a consumer, please find your specific rights and exceptions in section 18.

**AD Navigation (us, our):** The product vendor as identified on your invoice and, where relevant, service provider.

**AD Navigation-branded product:** Hardware products that are marked with the "AD Navigation" brand, including all components inside, but does not include any of the following items: 1) software; 2) hardware which is not developed and/or assembled by AD Navigation such as for example laptops, monitors, PDA, keyboards and mice; or 3) accessories or parts added to the AD Navigation-branded hardware products at customer request.

**Integration Material (IM):** 3<sup>rd</sup> party products or products specified/provided by you.

**Order Confirmation:** Formal acknowledgement of product ordered, sent by AD Navigation.

**Price:** Stated in order confirmation.

**Product:** As described in order confirmation, may include AD Navigation branded products, 3<sup>rd</sup> party products and service offerings.

**Service offering:** As described in order confirmation and AD Navigation service description document.

**Service provider:** AD Navigation or its authorized service experts.

**3<sup>rd</sup> party products:** All goods and software that are not AD Navigation -branded products.

**Service:** General service and support carried out by AD Navigation or service provider in accordance with service offering.

2. **Application:** This agreement applies to this sale, service and all statements made by AD Navigation in brochures, price lists, adverts, quotations, on the internet or verbally. Any variations to this agreement must be confirmed by AD Navigation in writing. Terms and conditions, other than AD Navigation's, are excluded. Placing your order means acceptance of this agreement. This agreement does not apply to product purchases from reseller or distributor nor is it a reseller or reseller agreement.
3. **Quotations/Orders/Contract:** Quotations are only valid in writing and during the period that they state. If unstated, the period is 30 calendar days (incl. 3<sup>rd</sup> party products). Order must be received in writing, via regular post, e-mail or fax but are only binding when accepted by AD Navigation in written order confirmation. Please check the order confirmation and notify AD Navigation of any mistakes in writing immediately or the details stated in the order confirmation will apply to this agreement. In some cases, End-User-Certificate must be completed before the purchase order can be acknowledged. AD Navigation reserves the right to change products (incl. 3<sup>rd</sup> party products) at any time but AD Navigation guarantees you at least equivalent functionality and performance.
4. **Price and payment terms:** Products and service offering prices, tax, shipment, insurance and installation are as shown on your invoice. Changes to exchange rates, duties, insurance, freight and purchase costs (incl. for components and services) may cause AD Navigation to adjust prices accordingly. Payment terms will be made before supply or service or, if agreed, within 30 calendar days of the invoice date without further notice from AD Navigation. Payment timing is of the essence. AD Navigation may suspend deliveries or service until full payment for that order. If payment is late, 2% above the minimum lending rate on the late amount charged monthly and the costs of recovery shall be payable by you.
5. **Delivery/Title/Risk:** The delivery period in the order confirmation is approximate. Delivery by installments may be made. The place of delivery is stated in the order confirmation. Title to products passes on full payment and until then you must insure and store our goods separately and you may not modify, pledge or sell them. AD Navigation may enter the storage premises to repossess the goods. Should you sell them before title passes, you will become AD Navigation's agent and the proceeds of that sale shall be held on our behalf, separately from your general funds. AD Navigation may sue for the price before title passes. If you refuse delivery without AD Navigation's agreement, you must pay AD Navigation's expenses or loss resulting from refusal, including storage costs, until you accept delivery. Risk of the loss of the goods passes to you on delivery.
6. **Acceptance:** When you receive product, you must inspect it for any defects or non-conformity within 7 working days. After this period, you will have accepted the product. If AD Navigation agrees to return of product at its choosing, it must be in original condition with packaging, return note and proof of purchase; return costs may also be payable to you.
7. **Warranty:** Unless otherwise stated, AD Navigation guarantees to you that AD Navigation-branded products and spare parts will be free from defects for 12 months from delivery and spare parts for 90 days from installation or delivery date, whichever is the earlier. During the warranty period, defective products, when returned to AD Navigation, will be replaced or repaired at no charge within a reasonable time. The RMA system of the company must be used for all warranty repairs. Shipping charges in connection to shipments under warranty shall be covered by the customer. Repair or replacement is at the sole discretion of AD Navigation in each case. AD Navigation warranty is given in place of all implied warranties and that such implied warranties are excluded to the fullest permitted extent. AD Navigation may revise its limited warranties from time to time but any such change will not affect products ordered by you prior to the date of such change. AD Navigation does not give warranty or guarantee protection for: 1) damage caused by incorrect installation, use, modifications or repair by any unauthorized 3<sup>rd</sup> party or yourself; 2) damage caused by any party (expect AD Navigation) or other external force; 3) fitness for any particular purpose; 4) 3<sup>rd</sup> party products, software, and IM specified by you. You will receive the warranty or license for these products directly from their manufacturer or licensor; 5) any instruction given by you and correctly performed by AD Navigation.
8. **Disclaimer:** Except of the limited express warranties set forth in section 7, AD Navigation disclaims any implied warranty of merchantability or fitness for any particular use or purpose. The Products from AD Navigation are provided on an "AS-IS" basis, and AD Navigation disclaims incidental or consequential damages related to the use of the Products
9. **Services:** Will be provided by AD Navigation or service provider. Response times are estimated and may vary according to the remoteness or accessibility of product location. Service may be provided via telephone or internet where appropriate. You must allow AD Navigation to examine product at your or AD Navigation premises (at our choosing). AD Navigation owns any replaced product or parts resulting from repair and will charge customer if these are not returned upon request. Unless stated in service offering, the following are excluded from service: work outside local working hours, weekends or public holidays, items excluded from warranty, changes to

configuration, relocation, preventative maintenance, consumables, diskettes, unnecessary work in AD Navigations assessment, electrical environment, transfer of data or software, viruses. 3<sup>rd</sup> party products will be repaired according to manufacturer or licensor warrant. Parts not critical to product function (eg: hinges, doors, cosmetic features, frames) may not be serviced within service offering time period.

10. **Liability:** AD Navigation does not accept liability for 1) indirect or consequential loss, 2) loss of business profits, salary, revenue, saving, 3) damage remedied by AD Navigation within reasonable time, 4) loss avoidable by you thru reasonable conduct and following AD Navigations reasonable advice generally. 5) all items excluded from the warranty or by force majeure.
11. **Intellectual property "IP":** AD Navigation indemnifies you from all costs and liabilities from any claim that use of product infringes any 3<sup>rd</sup> party IP. AD Navigation may recall and exchange or modify product or refund you, minus depreciation in this event. You indemnify AD Navigation for any IM or IP specified or owned by you and you must assist us at our expenses (expect where IM or IP specified or owned by you is allegedly infringing) when litigation is directly related to your product. AD Navigation retains all AD Navigation-owned IP in product. You must notify AD Navigation immediately of any infringing or unauthorized use of product or IP in it. AD Navigation does not indemnify you for 1) 3<sup>rd</sup> party products and software, 2) unauthorized modification or 3) any claim caused by the use of products in conjunction with anything not supplied by AD Navigation.
12. **Software:** Not owned by AD Navigation is supplied subject to license and warranty of the software licensor. AD Navigation encloses the software license that you require with the product where necessary; you must comply with that license. If you choose not to accept the operating system license at start-up, if any, AD Navigation will only accept the return of the entire product refund.
13. **Export Control:** You acknowledge that product may include technology and software subject to US and EU export control laws and laws of the country where it is delivered or used: You must abide by all these. Product may not be sold, leased or transferred to restricted/embargoed end users/countries or for users involved in weapons of mass destruction/genocide without prior consent of US or competent EU government. You understand and acknowledge that US and EU restrictions vary regularly and depending on product, therefore, you must refer to current US and EU regulations.
14. **Force Majeure:** AD Navigation is not liable for delays in performance (incl. delivery or service) caused by circumstances beyond its reasonable control and will be entitled to a time extension for performance; examples include strikes, terrorist acts, war, supplier / transport / production problems, exchange fluctuation, governmental or regulatory action and natural disasters. If this lasts more than 2 months, this agreement may be terminated by either party without compensation.
15. **Confidentiality:** Each party must treat all information received from the other marked "confidential" or reasonably obvious to be confidential as it would treat its own confidential information.
16. **Termination:** AD Navigation may terminate this agreement with immediate written notice if you: 1) fail to pay on time, 2) breach or AD Navigation suspects you have breached export control laws. Either party may terminate if the other: 1) commits a material or persistent breach of this agreement and fails to remedy this within 30 days of written notice from the other; or 2) becomes insolvent / is unable to pay debts as they fall due.
17. **Your obligations as a Customer:** You are responsible for: 1) your own choice of product and its suitability for purpose; 2) your telephone and postal charges in contacting AD Navigation, if any; 3) any CFI specification and instruments given by you; 4) all IM, its performance, licenses, authorizations and any unused IM. You must provide AD Navigation with all reasonable courtesy, information, cooperation, facilities and access to enable AD Navigation to perform duties, failing which AD Navigation shall not be obliged to perform any service or assistance. You are responsible for the removal of non AD Navigation-supplied products during service, the back up and confidentiality of all data in product and all of your legal and regulatory requirements.
18. **Data Protection:** Your data will be held and/or transferred in strict accordance with the applicable data protection laws and AD Navigation data protection registration. You consent to your personal data being transferred to a AD Navigation company outside EEA. You may instruct AD Navigation not to use your data for direct marketing purposes.
19. **Consumer Rights:** If you are a consumer you may cancel your purchase at any time within 7 working days of receipt without cause and receive a refund of the price paid. To do this you must inform AD Navigation in writing and return the products immediately, in the same condition you received them and at your own cost and risk. Any statutory consumer rights are unaffected by this agreement. This does not apply to any business customer or user.
20. **Jurisdiction:** Norwegian law and exclusive court jurisdiction of the Oslo courts will apply to this agreement. The Vienna Convention on Contracts for the International sale of goods is excluded.
21. **Miscellaneous:** If any part of agreement is found invalid/unenforceable by a court, the rest is unaffected. AD Navigation may, in whole or in part, subcontract, assign or transfer its obligations or rights to a competent third party. You may not assign or transfer any of your obligations. All notices must be in writing (by hand, e-mail, fax or 1<sup>st</sup> class post deemed delivered 48 hours after posting) and sent to a legal officer of either party.