

GENERAL TERMS AND CONDITIONS, AVNET Nortec AS

11.2005

1. Validity

AVNET Nortec AS (“Seller”) standard terms and conditions are set out below and apply to all deliveries from the Seller unless otherwise stated, expressly and in writing, in an agreement between the Seller and Buyer.

2. Entering into the contract

The offer to supply goods, etc., presented by the Seller to the Buyer is non-binding on the Seller. A binding contract shall only be entered into once the Seller has received the Buyer’s order and once this has either been confirmed by the Seller’s signed order confirmation or by dispatching the goods, etc., at the price last invoiced to the Buyer.

Any verbal information, product specifications, presentation figures, etc., that the Seller or his agents may have given the Seller shall not constitute any part of the contract between the parties and thus has no significance in terms of the quality or functionality of the goods, unless the Seller states otherwise in writing. Minor deviations between the goods supplied and the product information regarding the goods shall not constitute a defect or deficiency in legal terms unless this would be unreasonable for the Buyer.

The Buyer must order goods to the value of at least NOK 1500. The Seller has the unrestricted right to supply goods to other customers besides the Buyer.

3. Price

Prices stated by the Seller are non-binding.

Value added tax and other duties shall be in addition to the prices stated. The Seller reserves the right to adjust the price upwards in the event of any change in the Seller’s sub suppliers’ prices or other relevant costs, including exchange rates, customs rates and duties, thus increasing the Seller’s total purchasing price.

3. Transfer of risk, transportation

Unless otherwise agreed, the Seller undertakes to insure the goods under the transportation. The Buyer in addition to the price of the goods shall pay all transportation charges, hereunder insurance. Delivery shall be deemed to have taken place once the goods have been delivered to the carrier. The risk in respect of the goods shall thereupon pass to the Buyer. The Seller shall select the carrier and transportation route unless otherwise agreed in writing.

4. Delivery time

The Seller shall deliver the goods to the carrier at the agreed time and in accordance with the Seller's order confirmation, where such exists. The Buyer agrees that the carrier's delivery date is purely an estimated date. The Seller retains the right to undertake partial deliveries. The Buyer cannot object to partial deliveries and shall pay for the goods and transportation following each partial delivery. Delay of a partial delivery does not entitle the Buyer to rescind/cancel other partial deliveries.

5. Drawings/Technical Information

All drawings and other technical material, models or samples sent to the Buyer are and remain the property of the Seller. The said material shall be regarded as confidential material and shall not be misused or passed to third parties.

6. Intellectual property

Where an order incorporates software or other intellectual property, the Buyer is subject to copyright laws and the licensing provisions of the licensing agreement enclosed with the software or intellectual property in question. This agreement does not entitle the Buyer to use such software or intellectual property contrary to the copyright laws or licensing agreement pertaining to the software or intellectual property in question.

7. Breach of contract by the Seller

8.1 Notice

The Buyer shall inspect the goods on receipt and in accordance with common practice. The buyer shall forfeit his right to assert defaults unless such complaint is

presented to the Seller within ten days after the buyer discovered our ought to discover the default

8.2 *Delay*

Where delivery is delayed due to Seller's fault, the Buyer may claim compensation in accordance with points 10 below.

8.2 *Defects/Warranty*

8.

The guarantee period is counted from the date of delivery and lasts one year. To the extent that the Seller is covered by a supplier's guarantee provisions going beyond that stated above, the guarantee period shall be extended correspondingly. The guarantee covers materials and manufacturing defects and is restricted to free repair or replacement of parts and components. The Seller may at its own discretion chose to rectify defects by repair or replacement of parts and/or components. The guarantee shall be void if the goods have been tampered with, where payment conditions have not been met and/or where the goods were damaged as a result of inexpert handling. The guarantee does not cover consumables. Seller is not responsible for ensuring that the goods are fit for the Buyer's particular purpose for the goods.

In the event of warranty claim, and the defect is nor rectified within a reasonable time, the Buyer may either rescind the agreement or demand a reduction in price. Financial losses shall be compensated in accordance with points 10 of the agreement.

8.4 *Background rules of law*

The Seller exclude all other liabilities for defects and delays than the liabilities subject to these general terms and conditions, such as price reduction, repair, replacement, termination and compensation.

9. Limitation of liability

The Seller does not assume liability to pay damages to the Buyer. This does not apply, however, where the Seller have demonstrated malicious intent or gross negligence in connection with the inception or performance of the contract. The Seller shall not be identifies with its subcontractors.

10. Force Majeure

If a party is prevented by force majeure from performing his obligations hereunder, such obligation shall be suspended from the time notice of the force majeure event has been given and until such time the force majeure event no longer exists, and its consequences no longer apply, or have been mitigated. . The parties shall implement reasonable measures to overcome and minimise the consequences of such circumstances. The parties may rescind the contract if the above circumstances persist for more than four weeks.

11. Payment terms

Invoices shall fall due for payment 30 days from invoice date unless otherwise agreed. If the Seller has not run a credit check on the Buyer, or if the Buyer has defaulted on payment to the Seller or to a third party, or if the Seller has reasonable grounds to believe that the Buyer is unwilling or unable to pay, the Seller may require that agreed deliveries and future delivery agreements only be undertaken against advance payment. Should the Buyer fail to pay amounts due on delivery, the Seller may sell the goods to a third party at the expense and risk of the Buyer, without losing any rights in respect of the Buyer. The Buyer will be invoiced for the difference between the price agreed with the Buyer and the price agreed with the third party. If this invoice is not paid when it falls due for payment, late charges shall be payable according to “morarente loven”. If further reminders are required, a reminder fee of NOK 250 shall be charged in addition. The Buyer shall not be entitled to offset overdue payment demands from the Seller unless such claims are undisputed or unless there is a court ruling establishing the Buyer’s claim.

12. Security

The Seller reserves the right to require security in respect of invoiced amounts and such security may also be required after the order confirmation has been signed and returned. In addition, the Seller retains a charge over the goods supplied until the purchase price including interest and costs has been paid in full, cf. Sections 3-14 and 3-22 of the Act relating to mortgaging (*panteloven*).

13. Returns

. Returns of goods must follow the Seller's RMA procedures from time to time in effect.

No return of Products shall be accepted by Seller without a Return Material Authorization ("RMA") Number, which may be issued by Seller in its sole discretion. Returned Products must be packaged in a manner that the product cannot be damaged in any way and this is solely the responsibility of the customer. All Products for return shall be returned freight prepaid in the manner specified in the RMA. If returned Products are claimed to be defective, a complete description of the nature of the defect must be included with the returned Products. Products not eligible for return shall be returned to the customer, freight collect.

Orders of specially adapted goods and other non-standard items, including product sets/tools, goods that are not on the Seller's product lists, goods undergoing development and goods otherwise marked "NCNR" or "Non-Cancellable and "Non-Returnable" ("Non-standard Products") cannot be returned.

14. Restrictions on the use of goods, Indemnification

Goods sold by the Seller should only be used for the purpose stated by the manufacturer in question. If the Buyer nevertheless uses or sells goods bought and/or programmed by the Seller for such *[sic]* purposes, the Buyer does so at his own expense and risk. The Buyer is liable for any and all claims or legal proceedings arising in this connection, and the Buyer shall indemnify the Seller and the manufacturer in question against any and all such claims, including covering all costs of legal assistance.

15. Re-exportation

If products, including spare parts, programs and technology supplied by the Seller are subject to authorisation requirements by the authorities in the country of origin and/or other countries, the Buyer is responsible for obtaining such authorisations upon exportation or re-exportation of the products.

16. Data Protection

Personal data used in connection with the business relationship are stored and processed by AVNET NORTEC AS, to the extent necessary for business purposes, in accordance with the statutory provisions

17. Disputes

This agreement is subject to the laws of the Kingdom of Norway. The international sale of goods convention does not apply. The parties agree that Asker og Bærum herredsrett shall be the legal venue.

AVNET NORTEC AS

Norway