



DATE: JANUARY 1ST, 2020
DOCUMENT: STYPE TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR SUPPLY OF GOODS AND SERVICES

1. PURPOSE OF THESE CONDITIONS

The purpose of these Terms and Conditions ("Conditions") is to establish the general terms and conditions applicable to services and/or goods to be rendered or supplied by Stype Norway AS ("stYpe") to the Client and shall be in effect for all supplies starting from 1st of January, 2020.

2. DEFINITIONS & INTERPRETATIONS

1. In these Conditions, and any Contract (as defined below), the following definitions shall apply unless the context requires otherwise.

"Business Day" means any day, other than a Saturday, a Sunday or a public holiday in Norway.

"Client" means the entity which purchases the Goods and/or Services from stYpe.

"Client Equipment" means any equipment, including any hardware, for use with the Services and/or Goods that is not stYpe Goods nor stYpe Service nor equipment purchased, rented or loaned from stYpe, and which is owned or controlled by the Client.

"Contract" means the contract between the Client and stYpe for the supply of Services and/or Goods in accordance with these Conditions comprising these Conditions and the Service Agreement(s) describing the responsibilities and obligations specific to the applicable Services, and including for the avoidance of doubt contracts formed via the Client's submission of a request for Goods or Services via stYpe's email or via other means accepted by stYpe, and stYpe's acceptance of the same.

"Delivery location" bears the meaning given in condition 5.1.

"Effective Date" bears the meaning given in condition 3.2.

"Fees" means the fees including but not limited to all costs and expenses, payable by the Client for the supply of Services and/or Goods as set out in the Order and/or a relevant Agreement.

"Goods" means the equipment (or any part of them) and other hardware the Client purchased, rented or loaned from stYpe (including any software on it), as set out in the Order.

"Goods Specification" means a specification provided by the Client to stYpe.

"Group" means, in relation to a company, that company, as well as other companies which have the same ownership structure as that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company.

"Group Company" means, in relation to a company, any member of its Group, and "Group Companies" shall be interpreted accordingly.

"Guidelines" means any guidelines, rules or regulations made by any Authority that are applicable to the Services or Goods.

"Intellectual Property Rights" means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

“Order” means the Client’s order for the Services and/or the Goods as set out in an order completed by the Client or the Client’s written acceptance of a quotation, as the case may be.

“Quotation” means the written quotation that stYpe provides to Client that lists the Services, the duration of their provision, and/or the Goods, and the prices applicable thereto.

“Service Agreement” means the written agreement which describes or specifies the Services and contains additional terms particular to those Services.

“Services” means the services supplied by stYpe to the Client as set out in the Order and the Service Agreement.

“Site” means the premises at which stYpe agrees to provide the Services to the Client as specified in the Order, or any other location as may be agreed by the parties in writing.

“stYpe” means the supplier of the Services and/or Goods being Stype Norway AS, a company registered under number: 918291164 in the Kingdom of Norway, based in Rolfsbuktveien 4A, 1364 Fornebu, Kingdom of Norway, email address: stype@stype.tv.

“stYpe Equipment” means any goods or services (including any software on it) which is used by stYpe (including any such equipment on the Client’s premises) the ownership of which vests with stYpe, any of its Group Companies or its third party suppliers.

“Unforeseen Event” bears the meaning given in condition 18.2.

“User” means the Client's employees, directors, agents, sub-contractors or any other person who is authorised by the Client to use or access the Services;

2. The following rules of interpretation shall apply in these Conditions (and any Contract made under or incorporating them):

- a. condition, clause and paragraph headings are for ease of reference only and shall not affect interpretation;
- b. a reference to a condition is to a condition of these Conditions;
- c. a reference to one gender includes any other gender;
- d. words in the plural shall include the singular and likewise the other way around;
- e. a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- f. a reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it;
- g. if there is a conflict between these Conditions and the terms of a Service Agreement or other documents applicable to the Contract, the following order of precedence shall apply and the document higher in the order of precedence shall prevail in respect of such conflict:
 - a. Order;
 - b. Service Agreement or other documents applicable to the Contract;
 - c. these Conditions;
- h. any obligation in the Contract on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.

3. BASIS OF CONTRACT

1. The Order constitutes an offer by the Client to purchase Goods and/or Services in accordance with these Conditions from stYpe.

2. The Order shall only be deemed to be accepted when stYpe issues written acceptance of the Order at which point, and on which date the Contract shall come into existence (“Effective Date”).

3. Any samples, drawings, descriptive matter or advertising issued by stYpe and any descriptions of the Goods or illustrations or descriptions of the Services contained in stYpe’s marketing materials are issued or published for

the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.

4. These Conditions and the relevant Agreement apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate or which are implied by trade, custom, practice or course of dealing or (to the fullest extent permitted by law).

5. Any quotation given by stYpe shall not constitute an offer, and is only valid for a period of 30 (thirty) days from its date of issue, provided that stYpe has not previously withdrawn it.

6. All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

7. stYpe reserves the right to invoice the Client for any administration charges it incurs as a result of the Client providing a materially incorrect or incomplete Order.

8. stYpe will not be obliged to supply any Services or Goods to the Client until the Client settles any advance payments requested by stYpe.

9. These terms and conditions are stYpe's fundamental terms of business. By accepting a quotation and raising a purchase order the Client agrees to these terms and conditions without exception.

4. GOODS

1. The Goods are described in stYpe's catalogue (including, without limitation, information on stYpe's website and/or any of stYpe's advertisements and/or brochures) as modified by any applicable Goods Specification.

2. To the extent that the Goods are to be manufactured and/or altered in accordance with a Goods Specification, the Client shall indemnify stYpe against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by stYpe arising out of or in connection with any claim made against stYpe for actual or alleged infringement of a third party's Intellectual Property rights arising out of or in connection with stYpe's use of the Goods Specification. This clause shall survive termination of the Contract.

3. stYpe reserves the right to amend the Goods and/or the Goods Specification if required by any applicable statutory or regulatory requirements, and stYpe shall advise the Client in any such event.

4. Unless the Contract includes Installation Services (and then only to the extent as set out in the Order), stYpe shall not be responsible for assembling and/or installing the Goods.

5. If the Goods include a software on it, stYpe shall grant the Client a non-exclusive, non-transferable, revocable license subject to license limitations until title to the Goods has passed to the Client. These limitations may result in the Client's inability to use the Goods as originally intended.

5. DELIVERY OF GOODS

1. stYpe shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (the "Delivery Location") at any time after stYpe notifies the Client that the Goods are ready or (if set out in the Order) the Client shall collect the Goods from stYpe's premises at the location set out in the Order or such other location as may be advised by stYpe prior to collection (which shall for the purpose of these Conditions also be referred to as the Delivery Location).

2. All goods shall be delivered on EX-WORKS terms.

3. stYpe will not issue any refunds or credits for Goods that have been delivered to the Client.

4. In the event that the Goods are collected by the Client (or its agent) then collection shall be done within three Business Days following the day on which stYpe notified the Client that the Goods were ready (during business hours of 9.00-18.00) and delivery shall be deemed completed upon the point of collection and in the event that it is collected by an agent of the Client, stYpe shall not be liable for either the delivery of the Goods to the Client delivery location or any damage which may be caused in transit to the Client.

5. Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. stYpe shall not be liable for any delay in delivery of the Goods that is caused by an Unforeseen Event or the Client's failure to provide stYpe with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

6. If stYpe fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Client in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. stYpe shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by an Unforeseen Event or the Client's failure to provide stYpe with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.

7. If the Client fails to collect or (as applicable) accept delivery of the Goods within three Business Days of stYpe notifying the Client that the Goods are ready, then except where such failure or delay is caused by an Unforeseen Event or by stYpe's failure to comply with its obligations under the Contract in respect of the Goods:

- delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which stYpe notified the Client that the Goods were ready; and
- stYpe shall store the Goods until delivery takes place and charge the Client for all related costs and expenses (including but not limited to storage of Goods until collection or delivery and insurance).

8. If ten Business Days after the day on which stYpe notified the Client that the Goods were ready for delivery the Client has not taken delivery of them, stYpe may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, charge the Client for any shortfall below the price of the Goods.

9. stYpe may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Client to cancel any other instalment.

10. Inspection and Visible Defect: The Client hereby agrees to promptly (and, in any event, within three days of delivery and/or (as applicable) collection) check the Goods that have been delivered/collected. If the Client believes that there are any discrepancies in the number/type/quality of Goods delivered/collected, then the Client must notify stYpe in writing within three days of collection/delivery of the same. If the Client does not provide any such notification within such a three day period, the Client shall be deemed to have accepted that the Goods delivered/collected complies with the relevant delivery note in full.

6. QUALITY OF GOODS

1. stYpe warrants that on delivery, and for a period of twelve months from the date of delivery ("warranty period"), the Goods shall:

- a. be free from material defects in design, material and workmanship;
- b. be of satisfactory quality.

2. Subject to clause 6.3, if:

- a. the faults with the Goods cannot be resolved remotely by initially contacting stYpe support;
- b. the Client gives notice in writing to stYpe within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 6.1 (in respect of Order for Goods only, in the case of any damage that reasonably appears to have been caused to the Goods in transit to the Delivery Location, the Client must give notice in writing to stYpe within three days of delivery);
- c. stYpe is given a reasonable opportunity of examining such Goods; and
- d. the Client (if asked to do so by the stYpe) returns such Goods to stYpe's premises at the Client's cost, stYpe shall at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

3. stYpe shall not be liable for the Goods' failure to comply with the warranty set out in clause 6.1 in any of the following events:

- a. the Client makes any further use of such Goods after giving notice in accordance with clause 6.2;
- b. the defect arises because the Client failed to follow stYpe's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
- c. the defect arises as a result of incorrect and/or inadequate information supplied by the Client;
- d. the Client alters or repairs such Goods without the written consent of stYpe;
- e. the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- f. the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

4. Except as provided in this clause 6, stYpe shall have no liability to the Client in respect of the Goods' failure to comply with the warranty set out in clause 6.1.

5. Shipping costs associated with the return of repaired Goods to stYpe shall be covered by the warranty. If the Goods are no longer covered by the warranty set out in clause 6.1, the shipping costs to send the Goods to stYpe shall be the sole responsibility of the Client and the shipping costs for the return to the Client after repair shall be charged to the Client and appear in the proforma invoice associated with the repair.

7. TITLE AND RISK

1. The risk in the Goods shall pass to the Client immediately upon handing over of the Equipment to the first carrier for transmission to the Client or upon the collection of the Equipment by the Client or its agent.
2. Title to the Goods shall not pass to the Client:
 - a. until stYpe receives payment in full (cleared funds) for the Goods and (if applicable) Services under this Contract and any other goods and/or services that stYpe has supplied to the Client in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; and
 - b. where the Client is loaning the Goods.
3. Until title to the Goods has passed to the Client, the Client shall:
 - a. store the Goods separately from all other goods held by the Client so that they remain readily identifiable as stYpe's property;
 - b. not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - c. maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on stYpe's behalf from the date of delivery;
 - d. notify stYpe immediately if it becomes subject to any of the events listed in clause 17.1.c. to clause 17.1.e.; and
 - e. give stYpe such information relating to the Goods as stYpe may require from time to time.

8. SERVICES

1. stYpe shall supply the Services to the Client in accordance with the quotation in all material respects, and the parties shall enter into a separate Service Agreement in relation to any support Services to be provided.
2. stYpe shall provide the Services to the Client on the terms and conditions of the Contract.
3. The Client shall:
 - a. provide, for stYpe, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Client's premises (or any premises of an end user), office accommodation and other facilities as reasonably required by stYpe in order to supply the Services, including to maintain, repair, alter, modify or adjust Goods, and such access shall be within the Client's normal business hours unless agreed otherwise, and the Client shall not prevent or delay stYpe carrying out maintenance work;
 - b. be responsible (at its own cost) for preparing and maintaining the relevant premises for the supply of the Services, and without prejudice to the generality of the foregoing, the Client shall:
 - provide any electricity connection points required by stYpe at the Site in connection with the Services;
 - (save to the extent that the same is dealt with directly as between stYpe and any landlord in respect of multi-tenanted buildings) provide any openings in buildings on the Site which are required to enable stYpe to install the Services; and
 - provide any internal cabling required between stYpe Equipment and the Client's equipment;
 - c. inform stYpe of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Client's premises;
 - d. ensure that all its equipment is in good working order and suitable for the purposes for which it is used in relation to the Services and is technically compatible with them, and conforms to all relevant standards or requirements (and stYpe reserves the right to disconnect any Client Equipment which does not comply with this condition or to require the Client to do so);
 - e. obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services before the date on which the Services are to start;
 - f. comply with, and where applicable procure that Users comply with, stYpe's reasonable instructions in connection with the use of the Services and stYpe's policies in force from time to time; and
 - g. without prejudice to condition 8.3.f., not use or permit the Services to be used in breach of any applicable law or for any unlawful purpose or in such a way as to infringe a third party's rights.
4. stYpe shall not be liable to the Client under the Contract in respect of any loss or damage suffered by the Client or its customers as a result of the Client's failure to follow any stYpe's guidelines or recommendations. The Client is responsible for and shall pay all Fees in respect of the Services whether the Services are used by the Client or its customers or someone else.
5. stYpe shall use reasonable endeavours to observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Client's premises and that have been communicated to it under condition 8.3.c., provided that it shall not be liable under the Contract if, as a result of such observation, it is in breach of any of its obligations under the Contract.

6. The Client will be charged for each aborted Site survey or installation visit and any costs which stYpe incurs from its third party providers, where the aborted visit and/or costs are as a result of the Client's failure to provide access as arranged or its other failure to cooperate.

7. Where stYpe has been unable to start or finish installation by any agreed date by reason of the Client's failure to provide any information reasonably required or the Client's other failure to cooperate, stYpe may invoice the Client for its full installation or set-up charges as if the installation had been completed and the Client agrees to reimburse to stYpe any costs which stYpe incurs as a result of any such delay.

8. The Client hereby agrees to indemnify and hold stYpe harmless at all times from any claim suffered or incurred by stYpe (including all losses, damages, costs and expenses of any kind suffered or incurred by stYpe in connection with such a claim) by virtue of the Client's (or its Users) misuse of the Services or Goods, and any charges levied by its third party providers to which stYpe is exposed as a result of the Client's actions.

9. The Client shall remain liable for all acts or omissions of its Users and shall procure that each User does not act, or fail to act, in a way, which would (or could) cause the Client to breach its obligations under this Contract.

10. The Services are provided solely for the Client's use and the Client must not make available, sub-lease, resell or attempt to resell the Services (or any part of them) to any third party unless stYpe agrees otherwise in writing.

9. RENTAL / LOAN

1. If the Order stipulates that stYpe has agreed to rent the Goods, delivery of the Goods shall be made by stYpe, exclusive of delivery costs, which will be quoted separately.

2. stYpe shall use all reasonable endeavours to deliver the Goods by the date and time agreed between the parties in the Order.

3. The Goods shall at all times remain the property of stYpe, and the Client shall have no right, title or interest in or to the Goods (save the right to possession and use of the Goods subject to these Conditions).

4. The risk of loss, theft, damage or destruction of the Goods shall pass to the Client immediately upon handing over of the Equipment to the first carrier for transmission to the Client or upon the collection of the Equipment by the Client or its agent. The Goods shall remain at the sole risk of the Client during the rental period and any further term during which the Goods is in the possession, custody or control of the Client until such time as the Goods is redelivered to stYpe.

5. The Equipment shall not be removed from the location shipped to as stated in the Loan Agreement without stYpe's prior written consent.

6. If the Client rents any Goods it shall:

- cooperate with stYpe in all matters relating to the Equipment and use the Equipment in a careful and proper manner and shall comply with all laws, ordinances, regulations, and stYpe maintenance procedures relating to the possession, use, or maintenance of Equipment.
- ensure that the Goods are kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner by trained competent staff in accordance with any operating instructions;
- take such steps as may be necessary to ensure, so far as is reasonably practicable, that the Goods are at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;
- maintain at its own expense the Goods, in good and substantial repair in order to keep it in as good an operating condition as it was on the Effective Date (fair wear and tear only excepted) including replacement of worn, damaged and lost parts, and shall make good any damage to the Goods;
- make no alteration to the Goods and shall not remove any existing component(s) from the Goods;
- keep stYpe fully informed of all material matters relating to the Goods;
- permit stYpe or its duly authorised representative to inspect the Goods at all reasonable times and for such purpose to enter upon any premises at which the Goods may be located, and shall grant reasonable access and facilities for such inspection;
- not, without the prior written consent of stYpe, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Goods or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
- not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of stYpe in the Goods and, where the Goods has become affixed to any land or building, the Client must take all necessary steps to ensure that stYpe may enter such land or building and recover the Goods both during the term of this agreement and for a reasonable period thereafter, including by procuring from any person having an interest in such land or building, a waiver in writing and in favour of stYpe of any rights

such person may have or acquire in the Goods and a right for stYpe to enter onto such land or building to remove the Goods;

- not suffer or permit the Goods to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Goods is so confiscated, seized or taken, the Client shall notify stYpe and the Client shall at its sole expense use its best endeavours to procure an immediate release of the Goods and shall indemnify stYpe on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;
- not use the Goods for any unlawful purpose;
- ensure that at all times the Goods remain identifiable as being stYpe's property and wherever possible shall ensure that a visible sign to that effect is attached to the Goods; and
- deliver the Goods at the end of the Rental or Loan Period or on earlier termination of this Contract at such address as stYpe requires, or if necessary, allow stYpe or its representatives access to any premises where the Goods is located for the purpose of removing the Goods.

7. The Client acknowledges that stYpe shall not be responsible for any loss of or damage to the Goods arising out of or in connection with any negligence, misuse, mishandling of the Goods or otherwise caused by the Client or its officers, employees, agents and contractors, and the Client undertakes to indemnify stYpe on demand against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by the Client to comply with the terms of these Conditions.

8. Any extensions made to the loan or rental period, shall be agreed in writing by both parties.

10. DEMO SYSTEMS

1. If Goods are for demonstration or any other temporary purpose, it shall not become the property of the Client, the Client shall not sell, or otherwise part with possession of the Goods.

2. The Client shall be solely responsible for any loss or damage to Goods during the loan/demo period until the equipment is returned to stYpe.

3. Failure to return the equipment in its original packaging, in good working order, on the agreed return date shall constitute as the Clients agreement to purchase the equipment at the value in the related Order.

4. stYpe shall reserve the right to recall any demo unit with a one-week notice period, if there has been no significant interest generated within a three-month period.

5. Any extensions made to the demo rental period, shall be agreed in writing by both parties.

11. CHANGES IN THE SCOPE

If the Client wishes to change the scope or execution of the Services (a "Change"), it shall submit details of the Change to stYpe in writing. In either circumstance, stYpe shall, within a reasonable time, provide a written estimate to the Client of:

- a. the likely time required to implement the Change;
- b. any necessary variations to the Fees arising from the Change; and
- c. any other impact of the Change on the relevant Service Agreement or the Contract generally.

12. CLIENT'S OBLIGATION

1. The Client shall:

- a. ensure that the terms of the Order are complete and accurate;
- b. co-operate with stYpe in all matters relating to the Services;
- c. provide stYpe, its employees, agents, consultants and subcontractors, with access to the Client's premises, office accommodation and other facilities as reasonably required by stYpe to provide the Services and deliver the Goods;
- d. provide stYpe with such information and materials as stYpe may reasonably require in order to supply the Goods and/or Services, and ensure that such information is complete and accurate in all material respects; and
- e. obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start.

2. If stYpe's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation ("Client Default"):

- a. without limiting or affecting any other right or remedy available to it, stYpe shall have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the

Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays stYpe's performance of any of its obligations;

- b. stYpe shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from stYpe's failure or delay to perform any of its obligations as set out in this clause 12.2; and
- c. the Client shall reimburse stYpe on written demand for any costs or losses sustained or incurred by stYpe arising directly or indirectly from the Client Default.

13. CHARGES AND PAYMENTS

1. The price for Goods and/or Services shall be the price set out in the Order and be exclusive of all import duties and taxes which may be payable.

2. Fees. In consideration of provision of the Services and/or Goods by stYpe, the Client shall pay stYpe the Fees, as varied from time to time in accordance with the terms of the Contract.

3. Additional Fees for Changes in Scope. The Client shall pay such additional Fees to stYpe as the parties agree pursuant to a change in the scope under condition 11.

4. Fees - All Inclusive. Unless otherwise indicated, the Fees are inclusive of:

- a. all costs and expenses including hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom stYpe engages in connection with the Services, the cost of any materials and the cost of services reasonably and properly provided by third parties and required by stYpe for the supply of the Services and
- b. in the case of Goods, inclusive of all costs and charges of packaging, insurance and transport of the Goods.

5. Taxes and Duties. The Fees are exclusive of all taxes (including Value Added Tax), levies, duties, fees or charges. All such taxes, levies, duties, fees or charges that pertain to the Services and/or the Goods shall be shown separately in the invoices raised under condition 13.6.

6. Invoicing

- a. stYpe shall invoice the Client for the Fees together with any applicable taxes, levies, duties, fees or charges at the appropriate rate. Each invoice shall describe the Services and/or the Goods to be provided and any applicable taxes, levies, duties, fees or charges.
- b. The Client shall pay each invoice submitted to it by stYpe: 50% (or as specified in the Order or the relevant Agreement) of the total invoice value shall be paid by the Client upon receipt of the pro forma invoice, at the beginning of any build of the goods. The remaining 50% (or as applicable) shall be paid prior to any shipment of goods.
- c. In any case, the payment shall be made in full and in cleared funds, without any set-off, counterclaim, deduction or withholding except as required by law, within 30 days of receipt to a bank account nominated in writing by stYpe ("due date").
- d. In the event that the Client does not comply with condition 13.6.c., stYpe may terminate the Contract immediately.

7. Non-Payment

Without prejudice to any other right or remedy that it may have, if the Client fails to pay any amount payable by it under the Contract by the due date for payment, stYpe may:

- a. charge interest on such sum from the due date for payment (as provided for in condition 13.6.c.) at the annual rate of 8% above the base rate from time to time of Norges Bank, accruing on a daily basis until payment is made, and the Client shall pay the interest (together with the sum due) immediately on demand; and
- b. having escalated the issue of non-payment to the Client, suspend all Services until payment has been made in full
- c. revoke any software license that has been granted to the Client until payment has been made.

8. stYpe reserves the right to increase the price of the Goods, by giving notice to the Client at any time before delivery, to reflect any increase in the cost of the Goods to stYpe that is due to:

- any factor beyond the control of stYpe (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- any request by the Client to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or
- any delay caused by any instructions of the Client in respect of the Goods or failure of the Client to give stYpe adequate or accurate information or instructions in respect of the Goods.

9. In respect of Goods, stYpe shall issue a pro forma invoice for 50% (or as specified in the Order or the relevant Agreement) of the total invoice value to the Client upon placement of the order with stYpe which shall be either the return of a signed quotation or Order from the Client. stYpe shall issue a second pro forma invoice for the

remaining 50% (or as applicable) prior to the shipment of goods. In respect of Services, stYpe shall issue a separate pro forma invoice to the Client in advance.

10. Time for payment shall be of the essence of the Contract.

11. stYpe shall not be held accountable for funds transferred into incorrect bank accounts, whether accidentally or as a result of fraudulent activity.

12. All sums payable to stYpe under the Contract shall become due immediately on its termination, despite any other provision.

14. INTELLECTUAL PROPERTY RIGHTS

1. As between the Client and stYpe, all Intellectual Property Rights and all other rights arising out of or in connection with Goods and provision of Services and all Intellectual Property Rights otherwise arising out of performance of the Contract (including any such rights in any software provided by stYpe in connection with a Service) shall not be owned by the Client. stYpe licenses such rights to the Client on a non-exclusive, non-transferable, revocable, worldwide basis to such extent as is necessary to enable the Client to make reasonable use of the Goods and Services, except as set forth in 4.5. If the Contract is terminated the licence granted under this condition shall automatically terminate.

2. Except as permitted by applicable law or as expressly permitted by the Contract, the Client agrees not to copy, decompile, disassemble or modify any software provided to the Client or permit anyone else to do so.

15. CONFIDENTIALITY

1. For the purpose of this condition

“Confidential Information” means confidential information (however recorded, preserved or disclosed) disclosed by a party to the other party including but not limited to any information that would be regarded as confidential by a reasonable business person relating to: (i) the business, affairs, customers, clients, suppliers, plans of the Disclosing Party or any member of its Group Companies; and (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the Disclosing Party or any member of its Group Companies, but not including any information that: (a) is or becomes generally available to the public other than as a result of its disclosure by the Receiving Party in breach of this agreement; or (b) was, is or becomes available to the Receiving Party on a non-confidential basis from a person who, to the Receiving Party's knowledge, is not bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Receiving Party; (c) is developed by or for the Receiving Party independently of the information disclosed by the Disclosing Party; or (d) was lawfully in the possession of the Receiving Party before the information was disclosed to it by the Disclosing Party;

“Disclosing Party” means a party to the Contract which discloses or makes available directly or indirectly Confidential Information; and

“Receiving Party” means a party to the Contract which receives or obtains directly or indirectly Confidential Information.

2. The Receiving Party shall keep in strict confidence all Confidential Information disclosed to it by the Disclosing Party, its employees, agents or subcontractors.

3. The Receiving Party shall restrict disclosure of such Confidential Information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party.

4. A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of this disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this condition 15.4, it takes into account the reasonable requests of the other party in relation to the content of this disclosure.

5. All Confidential Information shall remain the property of the Disclosing Party. Each party reserves all rights in its Confidential Information. No rights, including, but not limited to, Intellectual Property Rights, in respect of a party's Confidential Information are granted to the other party and no obligations are imposed on the Disclosing Party other than those expressly stated in the Contract.

6. The Receiving Party acknowledges that damages alone would not be an adequate remedy for the breach of any of the provisions of this condition. Accordingly, if applicable, without prejudice to any other rights and

remedies it may have, the Disclosing Party shall be entitled to the granting of equitable relief (including without limitation injunctive relief) concerning any threatened or actual breach of any of the provisions of this condition.

7. The obligations of confidentiality in this condition shall survive termination or expiry of the Contract and shall endure for five years immediately following such termination or expiration.

8. stYpe shall be authorised to mention the Client's name in its marketing material and to other potential Clients in order to increase its good standing reputation. stYpe shall not share any confidential information or information regarding the details of Client's orders including price details with any other party.

9. The Client shall not discuss any discounted prices received from stYpe in connection with any Goods or Services provided.

16. LIMITATION OF LIABILITY

1. Nothing in the Contract limits or excludes the liability of stYpe for:
 - death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - fraud or fraudulent misrepresentation;
 - any other liability which cannot be excluded or limited by applicable law.
2. Subject to clause 16.1, stYpe shall not under any circumstances whatever be liable for:
 - loss of profits;
 - loss of revenue;
 - loss of business;
 - depletion of goodwill and/or similar losses;
 - loss of anticipated savings;
 - loss of contract;
 - loss or corruption of data or information; and
 - any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
3. stYpe shall under no circumstances whatsoever be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

17. TERMINATION AND INVOICE DISPUTING

1. Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
 - a. either party provides the other with no less than six months' written notice;
 - b. the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing to do so;
 - c. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
 - d. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - e. the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
2. Without affecting any other right or remedy available to it, stYpe may terminate the Contract with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under the Contract on the due date for payment.
3. Without affecting any other right or remedy available to it, stYpe may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Client and stYpe if the Client fails to pay any amount due under the Contract on the due date for payment, the Client becomes subject to any of the events listed in condition 17.1.c. to clause 17.1.e., or stYpe reasonably believes that the Client is about to become subject to any of them.
4. On termination of the Contract for any reason:
 - a. the Client shall immediately pay to stYpe all of stYpe's outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, stYpe shall submit an invoice, which shall be payable by the Client immediately on receipt;

- b. the Client shall return all Goods which have not been fully paid for. If the Client fails to do so, then stYpe may enter the Client's premises and take possession of them. Until they have been returned, the Client shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

5. Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

6. Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

7. No Refunds. In the event of expiration or termination under any of the events listed in this condition 17, no portion of any payments of any kind whatsoever previously provided hereunder shall be owed or be repayable or refunded to the Client.

8. Invoice disputing. If the Client wishes to dispute an invoice issued by stYpe, the Client shall do so by giving written notification to stYpe within ten days from the day of receipt. Any invoice issued by stYpe to the Client shall be deemed to be accepted if no complaint is raised within ten days of receipt.

18. GENERAL

1. Severability. If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected. If any provision of the Contract is declared or found to be illegal, unenforceable or void, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

2. Unforeseen Events.

- a. A party shall not be in breach of the Contract, nor liable for any failure or delay in performance of any obligations under the Contract arising from or attributable to acts, events, omissions or accidents beyond its reasonable control (an "Unforeseen Event"), including but not limited to acts of God, fire, flood, earthquake, windstorm or other natural disaster; war, embargo, terrorist attack, civil commotion or riots, compliance with any law, adverse weather conditions, strike, or the intervention of any governmental authority, interruptions to power supplies, breakdown or failure of plant or machinery, and any failure or default of a supplier or sub-contractor of the relevant party. In such circumstances, subject to condition 18.2.c., the time for performance of the obligations shall be extended accordingly.
- b. Any party that is subject to an Unforeseen Event shall promptly notify the other party in writing of the nature and extent of the Unforeseen Event causing its failure or delay in performance.
- c. If the Unforeseen Event prevails for a continuous period of more than 60 days, either party may terminate this agreement by giving 7 days' written notice to all the other party. On the expiry of this notice period, the Contract will terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach of the Contract occurring prior to such termination.

3. Relationships. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

4. Notices.

- a. Any notice to given under the Contract by a party to the other party shall be sent for the attention of the receiving party's Authorised Representative, at the address or e-mail specified in the Order (or to such other address, e-mail or person as that party may notify to the other, in accordance with the provisions of this condition); and shall be:
 - delivered personally (including delivery by any commercial delivery service) with acknowledgment received;
 - by registered or special delivery mail, postage prepaid; or,
 - by e-mail.
- b. If a notice has been properly sent or delivered in accordance with this condition 18.4, it will be deemed to have been received:
 - if delivered personally, at the time of delivery;
 - if delivered by commercial courier, at the time of signature of the courier's receipt;
 - if sent by e-mail, within two (2) Business Days of such e-mail; or
 - if sent by registered or special delivery mail, at the time of signature on the mail receipt.

5. Variation. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

6. Waivers. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

7. No Refunds. Except if expressly provided in these conditions, all payments under the Contract will be irrevocable, non-refundable, and non-creditable. The Client shall not be, ever, entitled to any refund, rebate, compensation or restitution for any reason whatsoever.

8. Third party rights.

- a. Any member of stYpe's Group Companies may enforce the terms of this Contract.
- b. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Contract are not subject to the consent of any other person.
- c. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Contract are not subject to the consent of any other person.

9. Entire agreement. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in the Contract. Nothing in this clause shall limit or exclude any liability for fraud.

10. Governing Law and Jurisdiction. The Contract shall be governed by and construed in accordance with the laws of Norway, without regard to its conflicts of law provisions. The courts of Norway shall have the exclusive jurisdiction to any matter, claim or dispute arising out of or in relation to the Contract.