

GENERAL TERMS AND CONDITIONS

Version 180104-1

1 – General. In these General Terms and Conditions, the following terms shall have the following meanings: "TAWI™" refers to TAWI AB, or any affiliated company as the case may be, "Customer" refers to any person purchasing a Product and/or Services, "Contract" refers to any binding purchase contract for Products, these General Terms and Conditions and any other written schedules/terms and conditions integrated by reference, the term "Product" or "Products" refer to any product or products (including spare parts and consumables) that TAWI™ has agreed to supply under a Contract, "Standard Product" or "Standard Products" refer to a off-the-shelf Product that is among TAWI's™ standard range of Products, the term "Customized Product" or "Customized Products" refer to a product that is modified, designed or built according to Customer's individual or personal specifications/requirements, the term "Services" refers to installation, support, maintenance or other services provided by TAWI™.

The Contract (including these General Terms and Conditions) shall govern any offers (and Customer's orders), sales and deliveries of the Products and the provision of Services by TAWI™ and constitutes the sole and entire agreement between TAWI™ and Customer with respect to the subject matter hereof. Conditions deviating from the Contract shall not be deemed valid unless TAWI™ has confirmed them expressly in writing.

Contracts for Customized Products will only be binding on TAWI™ upon Customer's written acceptance of the technical specification/drawing and the quotation in respect of such product. Upon Customer's acceptance, TAWI™ will send an order confirmation to Customer. Orders for Standard Products must be confirmed in writing by TAWI™ and will be binding upon such confirmation.

If the period of validity of an offer/quotation made by TAWI™ has not been specifically mentioned, this period shall be ten (10) days from the date of issue. A Contract shall be deemed concluded only after the Contract has been signed by an authorised officer of Customer and TAWI™ or upon TAWI™ carrying out Customer's order.

2 – Products, deliveries etc. Delivery or shipping dates are approximate only and merely represent TAWI's™ best estimate of the time required to make delivery or shipment. TAWI™ will not be liable for any loss or expense (direct, incidental, indirect, economic, consequential or otherwise) incurred by Customer or any third party as a result of any delay in delivery.

Except as otherwise expressly stated herein, all deliveries hereunder will be Ex Works, TAWI's™ premises in Kungsbacka, Sweden (INCOTERMS 2010) (or such other place designated by TAWI™) and will be packed in TAWI's™ standard commercial shipping packages. In the event TAWI™ assists Customer in arranging transportation and insurance, title and risk of loss or damage will pass to Customer upon TAWI's™ delivery of the Products to the carrier for shipment to Customer. Customer shall reimburse TAWI™ for any and all costs for transportation, insurance and, in respect of the period after the date TAWI™ is prepared to make delivery, storage incurred by TAWI™.

Customer may only reschedule an order with TAWI's™ written consent, which may be granted or withheld in TAWI's™ sole and absolute discretion. A reschedule should not extend further than an additional thirty (30) calendar days from original delivery date requested. Reschedules may be subject to a ten (10) per cent penalty, as determined by TAWI™, based on total amount of the order or portion of the order rescheduled.

Contracts for Customized Products, and Standard Products being part of a system of Customized Products, may not be cancelled without TAWI's™ prior written consent. Contracts comprising only Standard Product(-s) may cancelled, provided however, cancellation is made in writing and 10 days prior to delivery.

Customer may add Products to a Contract upon TAWI's™ written acceptance. As a principle, no additions will be accepted if confirmed delivery date occurs less than seven (7) days from such request.

3 – Prices and Payment. The sale price(s) for Products and Services are accepted as stated in the Contract. Customer acknowledges that the pricing of the Products and the Services and other terms of the Contract have been set based on an agreed allocation of the risk for any defective/delayed Products and/or Services between the parties. Customer further acknowledges that the pricing and terms would have been different if there had been a different allocation of the risk.

Any Contract and any deliveries hereunder shall at all time be subject to the approval by TAWI™ of Customer's financial condition. If the financial condition of Customer at any time becomes unsatisfactory to TAWI™ in TAWI's™ sole discretion, or if Customer fails to make any payment when due, in addition to any other rights TAWI™ may have, TAWI™ may, even after a Contract has been concluded and notwithstanding the below, defer or decline to make any deliveries, refuse to grant or hold any credit or may condition any such delivery upon receipt of satisfactory security or cash payments in advance.

Except as otherwise expressly stated herein, TAWI™ shall invoice Customer prior to delivery on payment terms of cash in advance, except where open account credit is established and maintained to TAWI™ satisfaction, in which case payment terms shall be net thirty (30) calendar days from date of invoice. Notwithstanding the foregoing, the following payment terms shall apply to Customized Products: Within ten (10) days from TAWI's™ order confirmation, Customer shall pay thirty (30) per cent of the agreed price for the Customized Product. The remaining part of the price shall be paid within thirty (30) days from date of invoice.

All payments shall be in the currency set out in the Contract. Customer shall make all payments without regard to whether Customer has made or may make any inspection or use of any Products. No discounts or setoffs shall be made by Customer against any invoices unless approved in advance by TAWI™. Any invoiced amount which is not paid when due may bear interest at the rate of one and one-half (1 1/2) per cent per month or the highest rate then permitted by Swedish law, whichever is less, until paid in full. TAWI™ reserves the right to exercise any of its lawful remedies if Customer does not make payments when due. Customer shall promptly reimburse TAWI™ for all costs and expenses, including attorneys' fees, incurred by TAWI™ in collecting sums due it.

Except as otherwise expressly stated herein, the prices do not include federal, custom fees, state or local sales, use, goods and services, excise or other similar taxes applicable to any Products or Services involved in the transaction. All such taxes shall be paid by Customer, unless Customer provides TAWI™ with evidence satisfactory to TAWI™ of exemption from such taxes. When TAWI™ is required by law or regulation to collect such taxes, Customer agrees that TAWI™ will add such taxes to the sale price of the Products and/or Services.

Customer hereby grants TAWI™ a security interest in all Products and all proceeds and products thereof until all amounts due or to become due hereunder have been paid. Any repossession and removal of Products shall be without prejudice to any of TAWI's™ other remedies at law or in equity. Customer agrees, at any time and without further consideration, to do or cause to be done, executed and delivered, all such further acts and instruments (including without limitation financing statements appropriate for filing) as TAWI™ may reasonably request in order to perfect TAWI's™ security interest.

4 – Warranty and Liability. Except as otherwise stated in the Contract, TAWI™ warrants to Customer that the Products shall be free of defects in materials and workmanship for a period of twelve (12) months from date of delivery to Customer ("Warranty Period"). TAWI's™ warranty will not apply to any services (including the Services) provided by TAWI™ nor any Product with respect to which there has been (i) improper installation, storage or testing, (ii) failure to provide a suitable operating environment, (iii) use of the Product for purposes other than that for which it was designed, (iv) failure to monitor or operate the Product in accordance with

TAWI™ specifications and good industry practice, (v) modification of the Product or attachment or removal or alteration of any part of the Product without the prior written approval of TAWI™, (vi) unusual mechanical, physical or electrical stress, (vii) modifications or repairs done by other than TAWI™ or a third party approved by TAWI™, (viii) use of spare parts and consumables not approved by TAWI™ (ix) mishandling during transportation of the Product; or (x) any other abuse, misuse, neglect or accident. The Products shall conform with health, safety and environment protection standards for products sold within the European Economic Area (EEA). Non-compliance with corresponding legislation applicable outside of EEA shall not be deemed as a defect. Accordingly, should a Product not comply with any laws and regulations applicable in the area/territory outside of EEA in which a Product is to be used, such non-compliance shall not be deemed as a failure of or defect and shall not incur any liability upon TAWI™. The Customer may choose to extend the warranty to twenty-four (24) months from the date of despatch upon payment of an additional five (5) per cent of the purchase price of the Product.

Customer shall notify TAWI™ in writing promptly (and in no case later than thirty (30) calendar days after discovery) of the failure of any Product to conform to the warranty set forth above, shall describe in commercially reasonable detail in such notice the symptoms associated with such failure, and shall provide to TAWI™ the opportunity to inspect such Product, if possible. The notice must be received by TAWI™ during the Warranty Period for such Product. Within a reasonable time after receipt of Customer's notice and verification by TAWI™ that the Product fails to meet the warranty set forth above, TAWI™ shall correct such failure by, at TAWI's™ option, either (i) modifying or repairing the Product or (ii) replacing the Product. Such modification, repair or replacement and return shipment of the Product with minimum insurance to Customer shall be at TAWI's™ expense. If TAWI™ is unable to modify, repair or replace a Product to conform to the warranty set forth above, then TAWI™ shall, at TAWI's™ option, either refund to Customer or credit to Customer's account the purchase price for the defect Product less depreciation calculated on a straight-line basis over TAWI's™ stated Warranty Period. These remedies shall be Customer's exclusive remedies if Products are nonconforming/breach of warranty. In no event shall TAWI™ be liable for any special, consequential, indirect or incidental damages. Customer is solely responsible for any and all representations and warranties regarding the Product made or authorized by Customer. Customer will indemnify TAWI™ and hold TAWI™ harmless from any liability, claims, loss, cost or expenses (including legal fees) attributable to Customer's operations.

In the event a Product or any part thereof infringes any intellectual property right of any third party, TAWI™ shall, by its own election and at its own expense, either (i) procure for Customer the right to continue using such Product, or modify it so that it becomes non-infringing, or (ii) remove such Product, or part thereof, and grant Customer a credit thereon and accept its return. TAWI™ shall not be obligated to settle or defend any suit or proceeding, or be liable for any costs or damages. TAWI's™ liability hereunder shall not exceed the purchase price paid by Customer for the allegedly infringing Product.

5 – Software. If the delivery includes software, the following special terms and conditions shall apply: Although all software has been designed and controlled with due care, it has to be assumed that it steadily undergoes a development process. Should any programming errors be discovered, TAWI™ will correct the deficiencies pursuant to Section 4 above. Any liability for damage deriving from faulty or incomplete programming shall, however, be ruled out. The obligation to correct errors in compliance with the warranty granted, is limited to the correction of errors.

The software is owned by TAWI™ and is protected by national copyright law and international treaty provisions. Customer agrees not to modify, adapt, translate, reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the software. If certain third party software is distributed to Customer by TAWI™, Customer undertakes to comply with any terms that apply for the use of such third-party software. TAWI™ disclaims any liability whatsoever pertaining to any third-party software.

6 – Services. If the Contract includes Services, the following special terms and conditions shall apply: TAWI™ undertakes to provide the Services in accordance with and within the period specified in the Contract. Customer undertakes also to provide TAWI™ such assistance as TAWI™ may require. TAWI™ will not be liable for any loss or expense (direct, incidental, indirect, economic, consequential or otherwise) incurred by Customer or any third party as a result of delay in delivery of Services. In the event Services should be defect, TAWI™ undertakes to correct such failure. If TAWI™ is unable to correct any failure, then TAWI™ shall, at TAWI's™ option, either refund to Customer or credit to Customer's account part of the agreed price, if any, for the Service that corresponds to the defect. These remedies shall be Customer's exclusive remedies in the event of defect in Services. In no event shall TAWI™ be liable for any special, consequential, indirect or incidental damages.

7 – Proprietary Rights. No license or rights, either express or implied, or by reason of estoppel, is granted hereby with respect to any patent, patent application, know-how, technology, process, technical information, trademark, source code, trade name or any other rights or property of TAWI™, including but not limited to any customizations or modifications of hardware or software made by TAWI™, including those based on Customer's (or end-customer's) ideas or specific requirements.

8 – Force Majeure. Any delay or failure of either party to perform its obligations shall be excused if such delay or failure is the result of an event or occurrence beyond the reasonable control of the party and without its fault or negligence; provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party as soon as possible after the event or occurrence (but in no event more than ten (10) days thereafter). If such delay or failure to perform by a party lasts more than three (3) months, the other party may immediately terminate the Contract without liability.

9 – Miscellaneous. Any Contract shall be governed by the laws of Sweden. Any action or proceedings by TAWI™ against the Customer may be brought by TAWI™ in any court(-s) having jurisdiction over Customer or, at TAWI's™ option, in the court(s) having jurisdiction over TAWI's™ location, in which event Customer consents to jurisdiction and service of process in accordance with applicable procedures. Any actions or proceedings by Customer against TAWI™ may be brought by Customer only in the court(-s) having jurisdiction over the location of TAWI™.

If any term(-s) of a Contract is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term(-s) shall be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of the Contract shall remain in full force and effect.