

Hatteland Technology AS General terms and conditions for sales of goods and performance of additional services (General Terms and Conditions)

Part 1 - General provisions

1 - Scope and application

These general terms and conditions for sale of goods and performance of additional services (the "General Terms and Conditions") shall apply to and form an integral part of all agreements entered into between Hatteland Technology AS ("Hatteland Technology") and the purchaser (the "Buyer") for sale and purchase of goods and services (the "Products"), unless and to the extent the Buyer and Hatteland Technology explicitly agree otherwise in writing.

The Buyer's standard or general terms and conditions are explicitly rejected and shall be disregarded by Hatteland Technology, irrespective of whether such terms and conditions are presented or referred to by the Buyer before, in connection with or after the conclusion of the agreement for sale of Products from Hatteland Technology to the Buyer.

In case any of the provisions in these General Terms and Conditions should be deemed invalid or unenforceable by a court of competent jurisdiction or administrative action, such provision shall be deemed severed from these General Terms and Conditions without any effect on the other provisions, which shall remain in full force and effect.

2 - Quotation and conclusion of agreement

Any quotation by Hatteland Technology is open for Buyer's acceptance within the offer period stated in the quotation, or, within 30 days from the date of the offer in case no offer period is stated.

Notwithstanding the foregoing, any offer may be withdrawn by Hatteland Technology at any time prior to its receipt of the Buyer's acceptance of the offer.

Agreement for sale and purchase of Products is concluded and binding when there is an unconditional acceptance of 1) Hatteland Technology's quotation/offer by the Buyer or 2) Buyer's order by Hatteland Technology.

3 - Prices

All prices quoted by Hatteland Technology are exclusive of VAT.

Prices are based on delivery Free Carrier (FCA) at Stokkastrandvegen 87B, N-5570 Akksdal, Norway, Incoterms 2010.

Prices include standard packaging of Products in accordance with ordinary industry standards. In case the Buyer requests special packaging, Hatteland Technology reserves the right to charge an additional amount corresponding to the extra costs of such packaging.

Freight will be organized by Hatteland Technology and shall be charged to the Buyer in accordance with agreed delivery terms and carrier costs. If the Buyer organizes its own carrier or freight arrangements, Hatteland Technology will charge the Buyer a standard handling fee of NOK 200.

HD may consider general price adjustments from time to time. A price adjustment may happen due to, but not limited to, changes in prices for RAM, memory, exchange rate and /or price increase on components due to allocation.

4 - Delivery and transfer of risk and ownership. Delayed delivery

Products are delivered Free Carrier (FCA, Incoterms 2010) at Stokkastrandvegen 87B, N-5570 Akksdal, Norway to a carrier designated by Hatteland Technology, unless otherwise is agreed in writing.

The risk and title to the Products are transferred and passed to the Buyer at the time of delivery.

Agreed delivery dates are approximate and may be subject to adjustments by Hatteland Technology. Hatteland Technology shall without any undue delay inform the Buyer of any significant changes to agreed delivery dates. Delivery of Products within a reasonable time before or after the agreed delivery date shall not constitute a breach of contract.

The Buyer shall have the right to cancel and terminate the affected and undelivered portion of the order or the agreement only in case the delay constitutes a material breach of contract.

Hatteland Technology shall not in any event be liable for any damages, costs or loss incurred by the Buyer or third party caused by, or attributable to, Hatteland Technology's delayed delivery of Products, irrespective of whether such delayed delivery constitutes a material breach of contract or not.

Hatteland Technology is entitled to make partial deliveries, unless otherwise is agreed in writing.

5 - Payment

Unless the Buyer and Hatteland Technology have agreed otherwise, Hatteland Technology shall invoice the Buyer upon shipment of the Products and in accordance with the agreed delivery terms. Unless the invoice states otherwise, net payment is due within 30 days after date of invoice.

In addition to other rights and remedies Hatteland Technology may have under applicable law, interest will accrue on late payments of due invoices at the rate of 18% per annum or the applicable statutory rate, whichever is higher, until due amounts are paid in full.

Hatteland Technology reserves the right to require that the delivery of Products shall be conditioned on cash on delivery, payment in advance or other payments terms as it deems fit.

In the event of any payment default by the Buyer, Hatteland Technology shall be entitled to suspend the delivery of ordered Products and cancel new orders until due amounts are paid in full.

Hatteland Technology has vendor's mortgage rights (in Norwegian "salgs pant") in delivered Products until the Buyer has paid the purchase price in full.

6 - Return of delivered Products

The Buyer shall have a limited right to return delivered Products to Hatteland Technology within a period of 10 business days, calculated from the date the Buyer received the Products. The Buyer's right to return Products shall only apply to standard Products (not customized, developed or tailor-made Products) in original packaging which have not been used, and shall be subject to Hatteland Technology's standard return of material authorization (RMA) procedures. Hatteland Technology charges a return fee of 20% on all returned Products. Products shall be returned to Hatteland Technology at the Buyer's cost and risk.

7 - Inspection of delivered Products

Within 10 business days after the Buyer has received the Products, the Buyer shall carry out an initial inspection of the delivered Products and notify Hatteland Technology of any obvious defects and non-conforming or incorrect Products. In case the Buyer fails to comply with these requirements, the Buyer shall not be entitled to put forth any claim against Hatteland Technology at a later point in time insofar as the issues at hand could have been detected if the Buyer had carried out such inspection within the said time limit.

8 - Limited liability

Hatteland Technology's maximum and accumulated liability towards the Buyer related to Hatteland Technology's performance, whether based on provisions in these General Terms and Conditions, applicable law, statutes, tort law or otherwise, and irrespective of Hatteland Technology conduct, shall in any event be limited to an amount equal to the purchase price or value of the disputed Products, whichever is lower.

Hatteland Technology shall not be liable towards the Buyer for any consequential or indirect losses or damages caused by Hatteland Technology's breach of its contractual obligations, whether based on these General Terms and Conditions or other agreement entered into between the Buyer and Hatteland Technology.

Further, Hatteland Technology shall in no event be liable towards the Buyer for losses or damages related to loss of profit, revenues, goodwill, anticipated cost savings, production, contracts or data/information stored in the Products, or losses or damages relating to other equipment, services, property or personnel, not even if such loss or damage is caused by the Products.

9 - Intellectual property rights

The sale and purchase of Products shall not imply any transfer or licensing of any intellectual property rights from Hatteland Technology to the Buyer, or vice versa, unless otherwise is explicitly agreed in writing.

10 - Export and import laws and regulations

The Buyer acknowledges that certain transactions involving the Products are subject to domestic and international control laws and regulations which prohibit export or import of certain products and technology to certain countries, and further that Hatteland Technology's delivery of Products and other obligations under any agreement between the Buyer and Hatteland Technology are subject to compliance with such laws and regulations.

The Buyer undertakes to comply with any export, re-export and transfer restrictions set forth in applicable laws and regulations applicable to the purchased Products. Further, the Buyer shall take all reasonable actions to ensure that no customer of the Buyer or end-user of the Products violates such laws and regulations. The Buyer shall indemnify Hatteland Technology against all claims from any third party related to infringement of such applicable laws and regulations to the extent that such claims are related to Products purchased by the Buyer.

11 - Governing law and dispute resolution

All agreements between Hatteland Technology and the Buyer shall be governed by and construed in accordance with the laws of Norway. Any dispute relating to interpretation or performance of the agreement shall be sought resolved amicably through negotiations. Disputes which are not settled amicably shall be referred to the exclusive jurisdiction of the ordinary courts of Norway.

Notwithstanding the foregoing, Hatteland Technology shall have the right to approach a competent court in Norway and in any other relevant foreign jurisdiction for the purpose of seeking injunction or other interim remedies and measures available under applicable laws of the jurisdiction in question.

Part 2 - Warranty terms and warranty exemptions

1 - General warranty terms - limited warranty

Hatteland Technology warrants that the Products shall substantially conform to Hatteland Technology's specifications and be free from defects in design, material and workmanship for a period of 12 months, calculated from the date of delivery.

The warranty does not extend to any implied warranty of fitness for a particular purpose or use, irrespective of whether such purpose or use has been communicated by the Buyer to Hatteland Technology or not.

Hatteland Technology does not warrant that its Products conform or comply with any requirements with regard to functionality or compatibility, or other technical or operational features or criteria, which are not a part of or derived from Hatteland Technology's product specifications. It is the sole responsibility of the Buyer to ensure that the Products meet the Buyer's (or third party's) individual requirements and expectations, e.g. through product assessment or testing.

The warranty shall only apply to Products with intact warranty seal which have been handled, stored, installed, used and operated properly and in accordance with applicable user manuals, other operating instructions provided by Hatteland Technology and generally accepted industry standards.

The warranty shall only apply to Products which have been paid for in full.

The warranty on Hatteland Technology's computers (excluding panel computers) shall not be affected by an upgrade or option installed by the Buyer or third party, unless the computer in question is damaged or defective as a result of either the installation itself or the use or operation of the installed upgrade or option. In order to be able to determine whether a defect is caused by installation(s) made by the Buyer or third party, Hatteland Technology may request the Buyer to uninstall and reverse any options or upgrades installed on the computer after delivery to the Buyer.

The warranty shall be for the benefit of the Buyer only. The warranty does not extend to the Buyer's customers, agents or representatives, or to other third parties.

Hatteland Technology shall, at its option and within reasonable time, either 1) repair, 2) replace or 3) refund defective or non-conforming Products covered by the warranty.

The warranty constitutes the entire liability of Hatteland Technology towards the Buyer with regard to defective or non-conforming Products. The Buyer shall not be entitled to pursue any other claim or remedy related to defective or non-conforming Products otherwise available under Norwegian law.

2 - Warranty claim procedure

The Buyer shall notify Hatteland Technology without undue delay after it has detected that the Products are non-conforming or defective.

Prior to returning the affected Products, the Buyer must register its warranty claim in accordance with Hatteland Technology's "Return Material Authorization (RMA) Request Procedure" (posted on www.hatteland-display.com/rma) and obtain a RMA request number/CDV reference number from Hatteland Technology.

Repair or replacement of Products is carried out by Hatteland Technology or third party service partner designated by Hatteland Technology.

The Products must be properly packaged and returned to Hatteland Technology or to the designated third party service partner within 30 days after Hatteland Technology's issuance of the RMA-number. The delivery and passing of risk to Hatteland Technology shall take place in accordance with the delivery terms Delivered Duty Paid (DDP), Incoterms 2010. The Buyer shall in any event be liable for all risks, freight and other costs related to return of Products to Hatteland Technology.

Hatteland Technology or the designated service partner shall within reasonable time examine the returned Products and determine whether the alleged non-conformity or defect constitutes a breach of warranty.

In case Hatteland Technology concludes that there is a breach of warranty, Hatteland Technology shall cover all cost related to the repair or replacement of the defective Products within the warranty period, including the cost of transportation of the repaired/replaced Products from Hatteland Technology or its designated service partner to the Buyer.

All Products being "dead on arrival" ("DOA"), and Products with similar obvious and significant defects, will be replaced by Hatteland Technology provided that the Products in question are in stock. In order to pursue and maintain its warranty claim for DOA and other obvious defects, the Buyer must notify Hatteland Technology of such defects within 10 business days, calculated from the date the Buyer received the defective Products.

If Hatteland Technology or its designated service partner finds that that the returned Products are not covered by the warranty, the Product shall be returned and delivered to the Buyer Free Carrier (FCA) at Stokkastrandvegen 87B, N-5578 Nedre Vats, or designated service partner's address, Incoterms 2010. Unless otherwise is agreed, the Buyer will be invoiced for diagnosis, freight and handling costs if Hatteland Technology or the designated service partner concludes that there is no breach of warranty.

The warranty does not cover any form of on-site or onboard repair or servicing.

The Buyer's costs and expenses related to a warranty claim, including labour, mounting, dismounting and installation/de-installation costs, are not reimbursed or covered under the warranty.

3 - Warranty exemptions

Certain phenomena, variations and characteristics related to the Products shall not be deemed to constitute defects comprised by the warranty. Notwithstanding the general warranty terms stated above, the following warranty exemptions shall apply:

General exemptions

The warranty shall be excluded and not apply to any problems, imperfections or defects caused by 1) the use or operation of Products in an unusual or irregular system, application or environment, or use or operation of Products in a manner contrary to recommendations given by Hatteland Technology, 2) modifications or alterations made to the Product by the Buyer or any third party, 3) maintenance of the Products performed by the Buyer or a third party, or lack of adequate maintenance, 4) exposure to extraordinary or unusual physical or electrical stress or 5) normal wear and tear and aging of components, including normal color shift and gradual brightness degradation.

Exemption related to LCD monitors

The occurrence of certain "dot-defects" (i.e. bright or dark spots on LCD panels, often referred to as "pixel defects") is unavoidable when using thin-film-transistor (TFT) technology. Therefore, dot-defects within the acceptance criteria set in Hatteland Technology's "Pixel Defect Policy" (posted on www.hatteland-display.com/terms) shall not be deemed to constitute a defect and shall be excluded from the warranty. Any warranty claim for dot-defects which do not lie within the acceptance criteria set in the Pixel Defect Policy must be put forth by the Buyer within 3 months after delivery of the Products in question.

Data backup

The Buyer shall at all times bear the sole responsibility for ensuring backup of all data relating to the Products, including data backup relating to applications and operating system software. Relevant data must be backed up and stored by the Buyer before a warranty claim is made. Hatteland Technology shall have no liability for loss of any data or information while Products are in Hatteland Technology's or a third party's possession during a warranty claim process.

Backlight modules (LED and CCFL)

Brightness on LED and CCFL backlight systems will be reduced when the backlight is turned on and the product is in use. Such components are deemed to have a useful operating life as long as backlight intensity is higher than 50% of original intensity. Accordingly, the warranty does not cover LCD or backlight unit replacement if the backlight intensity and performance is reduced from its original value or performance as long as minimum 50% of original intensity is maintained.

Glass, Anti-Reflective (AR) Coating and Color Differences

Hatteland Technology may purchase and use protection glass from several different suppliers and manufacturers. Various manufacturers are using different technologies for surface treatment, including AR coating, which might result in minor differences between identical or comparable Products with regard to the color of reflected images. Such variations shall not be deemed to constitute a defect, and will not be accepted as a warranty claim.

Exemptions related to hard disk drives (HDD) and solid state drives (SSD)

The ability of ordinary rotating hard disk drives (HDD) to sustain physical impact is limited, typically with regard to vibrations and/or mechanical shock. Hence, the warranty shall not apply to failures on HDD or the Products caused by irregular, unusual or extensive vibrations and/or mechanical shock.

Solid state drives (SSD) have limited life with regard to write endurance. Failures on SSD or Products caused by too much data written to disk, compared to the relevant SSD product specifications, shall not be covered by the warranty.

Hatteland Technology reserves the right to use S.M.A.R.T register data to determine whether the HDD or SSD in question has been exposed to irregular physical conditions or use, e.g. mechanical shock or excessive amount of data written to disk.