

GENERAL TERMS AND CONDITIONS FOR SALE OF PROTOTYPE AND TEST PLATFORMS

1. General

These General Terms and Conditions for Sale of Prototypes and Test Platforms shall, unless otherwise agreed to in writing, apply to Buyer's purchase of Product from QRTECH AB ("QRTECH"). All references to the "Agreement" in this General Terms and Conditions for Sale of Prototypes and Test Platforms shall mean the purchase agreement, including purchase orders and schedules, between Buyer and QRTECH. All references to "Product" shall mean the prototype product purchased by Buyer according to the specifications.

If due to any mandatory applicable law or a decision or act by any competent authority, any of the provisions in the Agreement or these General Terms and Conditions for Sale of Prototypes and Test Platforms, cannot be enforced or an amendment of any provision is required, QRTECH and the Buyer shall endeavor to find an alternative solution as near the existing provision as possible.

2. Product information

The price lists, prices, information and technical specifications provided by QRTECH in brochures and on websites and the like are given for information only and shall not be binding on QRTECH. Information from QRTECH concerning the Product is only binding if it is expressly included in the Agreement.

3. Orders

All orders shall be sent to QRTECH in the form of an original document signed by Buyer. No order shall be binding upon QRTECH unless expressly accepted, by way of a written order confirmation, by a duly authorized employee of QRTECH.

4. Modifications

Any modification of a purchase order requested by Buyer shall be subject to QRTECH's express agreement. The purchase price and delivery time shall be revised accordingly.

If QRTECH incurs extra costs due to incomplete instructions from Buyer or due to Buyers request for changes or amendments, such extra costs shall be added to the price.

5. Delivery

The Product is delivered "EXW" (Ex Works) according to the latest prevailing version of "INCOTERMS", unless otherwise expressly agreed between QRTECH and the Buyer. All present and future duties, taxes etc. pertaining to delivery of Product shall be paid by the Buyer. The Buyer is responsible for obtaining import licenses and all other permits required for the deliveries.

The Buyer shall not be entitled to any other form of compensation, for damage or loss of any kind, due to delayed delivery.

If a delay in delivery is caused by force majeure circumstances stated in Section 14, or by an act or omission on the part of the Buyer, the time of delivery shall be extended accordingly during such circumstance, act or omission.

6. Packaging

Unless otherwise agreed, packaging shall be included in the purchase price. The Product shall be delivered in QRTECH's standard packaging.

7. Price

The Buyer shall pay the price for the Product quoted in the Agreement. The price shall not include VAT, import or export duties or other public charges and fees unless otherwise agreed. All prices are expressed in [SEK] and shall be paid in [SEK].

8. Payment

Unless otherwise agreed, payment shall be made within thirty (30) days from the date of invoice by bank transfer.

QRTECH shall upon late payment by the Buyer be entitled to interest on the sum overdue from the due date until full payment has been made. The interest rate shall per annum be calculated in accordance with § 6 of the Interest Act (1975:635) (*5% räntelagen*).

9. Retention of title

To the extent that retention of title is permitted by the applicable law, the Product shall remain the property of QRTECH until it has been fully paid. The Buyer shall upon QRTECH's request assist QRTECH and take all necessary measures in order to secure QRTECH's rights to the Product in accordance with this Section 9.

10. Local laws and regulations

Unless otherwise agreed, the Buyer is responsible for all permits required, inspections, information and other requirements concerning the Product in the country of destination of the delivery. The Buyer shall furnish QRTECH with all information necessary for the Product's compliance with applicable local rules and regulations.

11. Warranty

QRTECH warrants that the product sold by QRTECH complies with the technical specifications and descriptions agreed upon. QRTECH undertakes to remedy, at no cost for Buyer, any defects in Product, or if QRTECH so chooses, compensate Buyer for the value of such defective Product up to a maximum amount corresponding to the price for the defective product provided that (a) Buyer notifies QRTECH in writing within the warranty period, promptly upon discovery of defects, (b) the defective Product is returned to QRTECH, shipping charges prepaid by Buyer, and (c) QRTECH's examination of such Product discloses to its reasonable satisfaction that defects were not caused by negligence, misuse, abuse, misapplication, accident or unauthorized repair or modification or any other cause outside the scope of QRTECH's warranty. Any repair or other operation performed on the Product by a person not authorized by QRTECH shall automatically void this warranty.

QRTECH does not warrant the merchantability, aptness, utility, functionality of Product or Product's fitness for a particular purpose, unless specified in the Agreement.

The QRTECH warranty above is limited to defects which are discovered and reported within one (1) month from delivery date. The original warranty period for any Product which has been repaired or replaced by QRTECH will not be extended.

The provision in this Section 11 shall constitute QRTECH's exclusive liability and sole remedy for any and all damages resulting from defects in the Product.

QRTECH's liability towards the Buyer is, as set out above, limited to replacement or repair of Product or refund of purchase price. No other remedies, warranties, conditions or provisions on liability stated or implied through application of law or regulation are applicable.

12. Liability

Buyer acknowledges that Product is a prototype to be used solely for test purposes and agrees that Product may not be used for any other purposes. Buyer agrees to fully indemnify QRTECH for any and all damages which may arise resulting from Product being used for other than test purposes.

The total liability of QRTECH for any claim whether in contract, tort (including negligence) or otherwise arising out of, connected with or resulting from the manufacture, sale, delivery, resale, replacement or use of any Product shall in no event exceed the price agreed for the Product or part thereof which have given rise to such claim.

In no event, including without limitation if the product is nonconforming, defective, infringing, delayed, or not delivered, will QRTECH be liable for any special, incidental, indirect, or consequential damages (such as lost profits), whether under a contract, tort, warranty, or other legal theory. In no event will QRTECH's total liability to Buyer relating to the Product or its use exceed the amount Buyer pays QRTECH for the Product.

QRTECH does not undertake any responsibility for the consequence of the use of any Product in combination with any other defective or substandard material, substance or product. QRTECH shall not be liable for any personal injury or property damage caused by the Product. Buyer undertakes to enter into and maintain an insurance covering such damages and to indemnify and hold QRTECH harmless if any such damage would occur.

13. Support

The Product is sold without support.

14. Force Majeure

QRTECH shall not be liable for failure or delay in the performance of any obligation under the Agreement if the failure or delay is caused by circumstances beyond QRTECH's control which hinder or considerably obstruct the manufacture or delivery of Product. Such circumstances shall be deemed to be difficulties with the procurement of raw materials for the Product as well as other hardships and disturbances such as, including but not limited to, civil disturbances, strikes, lock-outs, fire, riots, war, explosions, shortage of fuel or energy, lack of transportation, obstruction or stoppage of shipping and other transport difficulties and break-downs or failure of any kind to or of QRTECH's equipment or facilities necessary for the performance of the obligations of QRTECH, and which obstruct or delay delivery from QRTECH. QRTECH's delivery time for the Product shall be extended for a period corresponding to the duration of any such cause.

15. Intellectual Property

In no event shall the purchase of the Product grant Buyer any right to use the intellectual property rights attached to the Product. QRTECH retains all intellectual property rights in relation to the Product, and shall obtain any modifications or improvements to the Product that may result from suggestions or input from Buyer, including but not limited to rights under patent, copyright, trademark, mask work, and trade secret laws, in all jurisdictions.

QRTECH shall indemnify and hold Buyer harmless from any third party claim made against Buyer alleging the Product, or Buyer's use thereof, infringes third party rights. QRTECH's obligations under this Section 15 will not apply, however, to claims of infringement based on (i) modifications to the Product not made or authorized by QRTECH, or (ii) use of the Product in combination with any other Product that are neither furnished by QRTECH nor specified by QRTECH for use with the Product. QRTECH's obligations under this Section 15 are further expressly conditioned on Buyer's notifying QRTECH in writing of any claim of infringement within ten (10) days after Buyer's notice thereof, and giving QRTECH full and complete authority, information, and assistance necessary for the settlement and defense of any such claim.

17. No license

These General Terms and Conditions for Sale of Prototypes and Test Platforms only apply to the sale of the Product to Buyer, and not to any software provided to Buyer with the Product. All such software is licensed to Buyer pursuant to the terms and conditions of the license agreements separately provided to Buyer.

18. Cancellations

Unless specifically agreed in writing, Buyer shall not be permitted to cancel purchase orders.

19. Disputes and governing law

Any dispute, controversy or claim arising out of, or in connection with, this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce. The Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply, unless the institute – taking into account the complexity of the case, the amount in dispute and other circumstances – determines, in its discretion, that the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply. In the latter case, the institute shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators. The place of arbitration shall be Gothenburg, Sweden. The language to be used in the arbitration proceedings shall be English (unless otherwise agreed by the disputing parties).

Claims for payment for Product or work performed may however be instituted by QRTECH in any competent court of justice.

These General Terms and Conditions for Sale of Prototypes and Test Platforms as well as any other agreement between QRTECH and the Buyer shall be governed by the substantive laws of Sweden.