KONGSBERG MESOTECH

STANDARD TERMS AND CONDITIONS FOR SALE

Effective October 1, 2021

STANDARD TERMS AND CONDITONS FOR SALE (PRODUCT/EQUIPMENT AND SOFTWARE)

1. An agreement is only entered into when Kongsberg Mesotech has confirmed the order in writing and henceforth subject to our Standard Terms and Conditions for sale. Quotations are only valid during the time period specified, which is 30 days from date of quote, unless specified otherwise.
2. All prices are in USD funds (unless specified otherwise), INCOTERMS 2010 FCA Kongsberg Mesotech, Port Coquitlam, British Columbia, Canada and are exclusive of freight, insurance, brokerage fees, duties, customs fees and taxes.
3. Ownership and responsibility for the goods transfer to the purchaser when the goods leave Kongsberg Mesotech's premises.
4. Freight, insurance, brokerage fees, duties, customs fees and taxes may be quoted upon request.
5. All prices and specifications are subject to change without notice.
6. Minimum order value is USD$200.00 net.
7. Payment terms: Prepayment or Net 30/45/60 days, subject to approved credit terms being in place. For payment by Letter of Credit, there will be additional charges for documentation fees and processing.
8. A re-stocking fee of 15% of the net invoice value is applicable on all products returned to Kongsberg Mesotech A Return Material Authorization Number (RMA) number will be required prior to returning any goods. No goods will be accepted after 60 days of invoicing. A special authorization will be required for any goods past that date.
9. Freight Charges
    - All product/equipment returned under warranty from the customer to Kongsberg Mesotech shall have freight and brokerage charges "prepaid" by the customer;
    - All product/equipment returned under warranty from Kongsberg Mesotech to the customer shall have freight charges "prepaid" by Kongsberg Mesotech;
    - All product/equipment that failed "out of box" shall have freight and brokerage "prepaid" by Kongsberg Mesotech

      Note: Shipping method and carrier for warranty returns will be at the discretion of Kongsberg Mesotech
10. All product/equipment returned to Kongsberg Mesotech under non-warranty repair, shall have freight and brokerage "prepaid" by the customer, and all shipment returned from Kongsberg Mesotech to the customer will be freight "collect". Any brokerage charges will be automatically invoiced to the

customer's account.

11. Costs such as overtime work, expenses for meals, tools, lodgings, travel costs and any miscellaneous costs incurred for replacing any product/equipment are not the responsibility of Kongsberg Mesotech, whereas regular labour rates are. Any warranty claim must be agreed with Kongsberg Mesotech prior to shipping.
12. All warranty claims by customers, authorized Group Companies, Dealers or Agents, Distributors must be recorded on a Warranty Claim Form in full and submitted to Kongsberg Mesotech prior to shipping product/equipment.
13. Sales, exports or re-exports of Kongsberg Mesotech sonar equipment, software and/or technology are not allowed to the following countries: Myanmar, Iraq, Iran, North Korea, Syria, Sudan, Libya, Ukraine, Eritrea, South Sudan, Venezuela, Yemen, Zimbabwe, Central African Republic, Democratic Republic of Congo, Lebanon, and Somalia. Diversions of these goods or further transfers to any country other than the specified destination country are prohibited under applicable laws and regulations. Goods will not be used directly or indirectly in exploration for, or production of, oil or gas in Russian deepwater (greater than 500 m) or Arctic offshore locations or shale formations in Russia.
14. Liability Clauses
    - Supplier and Purchaser acknowledge that the Product and any information provided or received may be subject to export control laws and regulations and each of the parties agree that they will strictly comply with all applicable requirements under such laws and regulations. As such, each party warrants and undertakes that it will not export or transfer by any means, electronic or otherwise, any information or deliverables without complying in all respects with the applicable export control legislation, codes of conduct, relevant export licence(s), guidelines, notices and instructions in relation to any export or transfer of information or deliverables.
    - Neither party shall have any liability to the other party for delayed delivery or non-delivery resulting from denial, revocation, suspension or governmental delay in issuance, of any necessary export license or authority. In addition, Supplier shall have no liability and Purchaser shall indemnify and hold Supplier harmless from and against any delayed delivery or based on lack of compliance to Supplier's codes of conduct and procedures applying to Suppliers' operations globally.