

## 1. GENERAL

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- (1) These general sales conditions ("General Conditions") shall apply to the sales of SafeLine products ("Products") and related technical or support services ("Services") by SafeLine through own offices or appointed representatives to its customers and distributors ("Customer") agreed after the validity date specified above.
- (2) Exceptions and additional terms may apply subject to a written agreement between the Customer and SafeLine or in special terms and conditions applicable to the particular Products or Services ("Special Terms").
- (3) The Distributor shall be alone responsible towards its customers for any term or condition or liability relating to the distributed Products and Services to the extent it exceeds what is expressly accepted herein by SafeLine.

## 2. ORDER

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- (1) The Customer may order Products from SafeLine
  - (I) via SafeLine Webshop at [www.safeline.eu](http://www.safeline.eu);
  - (II) by email to [order@safeline.eu](mailto:order@safeline.eu); or
  - (III) by letter or fax.
- (2) The ordering process for any continuing Services shall be specified in the respective description of the Services.
- (3) An order shall be binding to SafeLine after confirmation in writing by SafeLine. A binding order shall be considered an agreement for the purchase of the Products and Services specified therein and shall incorporate these terms and any Special Terms applicable to the ordered Products or Services ("Agreement"). A binding Agreement for any technical Services shall be created latest upon the Service having become available to the Customer.
- (4) SafeLine may refuse to confirm any order at its discretion, if it is of the opinion that a delivery of the ordered Product or Service is not possible in accordance with the order. Preconditions to the confirmation of the order shall include, but not be limited to, that the Product remains available in SafeLine product range and is available with reasonable efforts for delivery to the Customer.
- (5) Any specific offer by SafeLine for Products or Services shall remain valid for thirty (30) days of its issue, unless otherwise expressly stated in the offer.

## 3. PRODUCT DELIVERY

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### 3.1. Delivery Term and Transportation

- (1) Unless otherwise agreed to, SafeLine shall deliver the Products CPT SafeLine warehouse in Sweden (INCOTERMS 2010).
- (2) SafeLine may provide for the transportation including transport insurance, if requested by the Customer and may choose the most suitable method of transport, unless a specific method has been agreed with the Customer.
- (3) The Customer shall reimburse SafeLine for the cost of transport provided by SafeLine. The cost of transportation shall be added to the respective invoice for the order.

### 3.2. Delivery and Acceptance

- (1) The Customer shall check the ordered Products on arrival for any faults or deficiencies. Should the Customer find a Product at fault or deficient upon examination, the Customer shall make a written claim latest within ten (10) days after the delivery of the Product.
- (2) Should no such claim be made, the Customer shall be considered to have accepted the Product in the condition it has been delivered to the Customer.
- (3) The Customer shall be responsible for presenting any claims due to any damage to the Products during transportation to the carrier company on the arrival of the Product, or without delay after the discovery thereof.

### 3.3. Delivery Delay

- (1) The Customer may, through written notification to SafeLine, cancel an Agreement if the respective delivery is delayed for more than forty five (45) days due to reasons attributable to SafeLine.
- (2) Delay by the carrier company in transportation shall never be considered a delay of SafeLine.
- (3) The Customer shall not be entitled to any compensation or damages due to a delay in delivery or the cancellation of the Agreement.

### 3.4. The Right to Return Goods

- (1) The Customer has the right to return such Products which are standard catalogue items. For Products specially manufactured or adapted for the Customer, no right to return applies. The Customer shall make the return within ten (10) days of the actual delivery date of the Product.
- (2) The Product returned to SafeLine must be in an undamaged and unused condition, and in the unopened original packaging. The Customer wishing to return a Product shall first contact SafeLine to receive a return number. The return number shall be valid for ten (10) days from its receipt. The Customer shall indicate the return number and include a copy of the invoice or purchase receipt to the return shipment.
- (3) SafeLine shall approve the return only when it has received and inspected the returned Product to meet the above conditions. The receipt of a return number by the Customer shall not constitute an approval of SafeLine for the refunding of the Product.
- (4) The Customer shall arrange and pay for the return transportation at the risk of the Customer.

## 4. SERVICE DELIVERY

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- (1) SafeLine shall provide Services in accordance with the Agreement and the respective Service description.
- (2) SafeLine shall be entitled to replace or change the Service, in whole or in part, when necessitated by technological change, improvements, changes in standards or other justified reasons.
- (3) SafeLine has the right, to the extent necessary, to cease or limit the use of the Service due to technical, maintenance or operational or other special reason.

## 5. PRICE AND PAYMENT

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### 5.1. Products

- (1) The prices for the ordered Products shall be payable according to SafeLine's valid price list at the time of the order confirmation and the cost of transportation and postage shall be based on the actual cost incurred by SafeLine.

- (2) SafeLine has a right to change the prices of the ordered Products at any time prior to the delivery by notifying the Customer of such a change. The Customer has a right, in such a case, to cancel the Agreement with a written notice to SafeLine prior to the delivery or thereafter under the provisions of Clause 3.3(3).
- (3) Unless SafeLine otherwise indicates in writing, the payment term shall be cash against delivery. SafeLine shall issue the invoice latest on the date of the delivery.

## 5.2. Services

- (1) SafeLine shall invoice for the Services in accordance with its price list valid from time to time, unless otherwise expressly agreed in writing in the Agreement. The terms of payment shall be thirty (30) days net from the date of an invoice. Interest on delayed payments shall accrue in accordance with the Interest Act. The Customer shall always pay the invoice in the same currency as the invoice.
- (2) SafeLine may charge the Customer additional fees for Services performed outside SafeLine's working hours or for work not belonging to the scope of the Agreement. Such additional fees may include, without limitation, overtime compensation, equipment fees, daily allowance, telecommunications fees and other expenses.
- (3) The Customer shall make any claims to SafeLine's invoices within fourteen (14) days from the date of the invoice, with a written deficiency report. For the avoidance of doubt, any cessations, suspensions or closing of the Service shall not entitle the Customer to claim damages, price reductions or other deductions.
- (4) SafeLine may change prices for Services upon thirty (30) days prior written notice to the Customer. The change of prices shall not apply to invoices falling due prior to the effective date of change. If the Customer does not accept the change, the Customer shall be entitled to terminate the Agreement on the effective date of the price change upon fourteen days (14) days prior written notice to SafeLine.
- (5) SafeLine shall be entitled to charge for travel time fifty percent (50 %) of the agreed hourly charge for travels necessitated by the performance of its obligations hereunder which exceed a return journey of over thirty (30) kilometers. In the event the return journey is less than thirty (30) kilometers, travel time shall not be chargeable. SafeLine shall invoice the Customer for traveling costs and daily allowances separately in accordance with its then-current invoicing policy.

## 5.3. General

- (1) Prices and fees on SafeLine's homepage and in its catalogue are stated excluding VAT, other taxes and duties and unless otherwise agreed in writing, the public charges and taxes shall be added to the prices in accordance with the then current regulations. All costs related to the payment of an invoice shall be borne by the Customer. SafeLine shall have a right to be reimbursed for any deductions made on the invoiced amount as a result of bank charges, currency conversions or other costs outside Sweden.
- (2) SafeLine may agree to a payment against invoice, subject to a credit worthiness test on the Customer conducted by SafeLine. However, SafeLine may cancel such an arrangement at its discretion at any time, if the Customer is in delay of its payments or if SafeLine considers that the credit worthiness of the Customer has materially decreased. SafeLine shall have the right to request a guarantee from the Customer given by a reputable international bank.
- (3) If any payment by the Customer is delayed by more than thirty (30) days from the due date despite a written reminder, SafeLine shall be entitled to suspend the Services without any

liability until the Customer has paid all amounts due to SafeLine. Should the Customer, despite reminders, fail to pay an overdue invoice, SafeLine has the right to permanently close down the Service and terminate the Agreement.

- (4) SafeLine shall not issue a credit note to the Customer unless the value of the credit available to the Customer exceeds five (5) euro or the corresponding amount in another currency.

#### 5.4. Delay in payment

- (1) If the Customer does not pay an invoice when due, SafeLine has the right to claim delay interest on the delayed payment according to law at the delay interest rate of twelve percent (12 %) per annum and it may suspend the delivery of the Products or any part thereof to the Customer. A payment shall also be deemed delayed if a claim made by the Customer in respect of an invoice is later concluded as having been unfounded.
- (2) SafeLine shall charge an administrative fee of fifty (50) SEK for each overdue invoice sent to the Customer, and has a right to charge the Customer for any actual collection costs.
- (3) If the delay exceeds thirty (30) days, SafeLine may suspend the respective Service, without incurring any liability therefor and cancel any outstanding Agreements for Products in part or fully and has a right to claim all direct damages arising as a result thereof.

## 6. RETENTION OF TITLE

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1. The Products remain the property of SafeLine until they have been paid in full.
2. Until the title to the Products has passed to the Customer, the Customer shall take good care of the Products and may not without the written permission of SafeLine make any changes to the Products, install the Products or otherwise attempt to further transfer ownership or rights to the Products covered by the retention of title.

## 7. WARRANTY

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### 7.1. Products

1. New Products delivered by SafeLine shall have a two (2) years warranty from the date of delivery to the Customer. The period of warranty shall not be extended for any time of warranty repair or replacement delivery.
2. SafeLine shall, according to the conditions below and with such quickness as the circumstances require, at its own cost, help the Customer in remedying defects in Products appearing as deviations to the stated function and specifications ("Faults").
3. SafeLine's responsibility shall not include Faults which are:
  - (I) of minor importance to Product's function;
  - (II) caused by normal wear and tear or consumable accessories;
  - (III) caused through improper or faulty handling or use of the Product, in ways not described or foreseen in manuals and other Product documentation or otherwise against common sense;
  - (IV) caused by the Customer by changes to or interference with the Product which is not in accordance with instructions from SafeLine;
  - (V) caused, through neglect by the Customer, its personnel or a third party, or by circumstances outside of SafeLine's control;
  - (VI) caused by external causes such as Force Majeure Event, etc.

4. If the Product is difficult to move or the fault is related to location, assistance can be provided at site. In this event the Customer shall grant access to the Products to SafeLine's personnel during the required time. A representative of the Customer shall be present, if requested by SafeLine. In case of intervention outside the premises of SafeLine, the division of traveling and labor costs needs to be agreed in advance.
5. If the Customer has notified SafeLine of a Fault and it is later shown that there was no Fault for which SafeLine is responsible, SafeLine has the right to claim compensation, according SafeLine's set price list, for not only the Fault detection and diagnosis but also for the correction thereof.
6. SafeLine's responsibility for the Faults or any damages arising as a result thereof shall be limited to the above, unless the Faults are caused by gross negligence of SafeLine. The Customer cannot make other claims against SafeLine and SafeLine shall not be responsible for any normal Product maintenance or measures relating thereto.

## 7.2.Services

All Services shall be delivered on an "as is"-basis without a warranty of any kind. The sole obligation of SafeLine shall be to reperform the Service, or if not possible, to terminate the Agreement and refund the payment for the Services not yet provided.

## 7.3.Exclusive remedies

- (1) Safeline's liability for Faults in the Products or Services and the Customer's sole and exclusive remedies shall be limited to the performance of the warranty obligations under this Clause 7.
- (2) Except as required by the mandatory provisions of law, there are no other warranties, express or implied, by operation of law or otherwise. Safeline Expressly disclaims any implied warranties of fitness for a particular purpose and satisfactory quality.

## 8. CONFIDENTIALITY

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- (1) Each party shall keep in confidence all material and information received from the other party and marked as confidential or which should be understood to be confidential. A party shall have the right to use such material and information only for the purposes of the Agreement.
- (2) The confidentiality obligation shall, however, not be applied to material and information that:
  - (I) is generally available or otherwise public;
  - (II) the party or its affiliated company has received from a third party without any obligation of confidentiality;
  - (III) was in the possession of the receiving party or its affiliated company prior to receipt of the same from the other party without any obligation of confidentiality related thereto;
  - (IV) a party or its affiliated company has developed independently without using material or information received from the other party; or
  - (V) a party or its affiliated company must disclose pursuant to a law, decree, or other order issued by the competent authorities or judicial order.
- (3) Each party shall cease using confidential material and information received from the other party promptly upon termination of the agreement or when that party no longer needs the material or information in question for the purpose stated in the agreement and, unless the parties separately agree on the destruction of such material, return the material in question

(including all copies thereof). Each party shall, however, be entitled to retain the copies required by law or regulations.

- (4) SafeLine shall be entitled to use the professional skills and experience acquired in connection with the delivery and to use the name of the Customer as a reference in its marketing in accordance with the good marketing practices.
- (5) The rights and obligations pursuant to this Clause 8 shall remain in force after the expiration, termination or cancellation of the Agreement.

## 9. INFRINGEMENTS OF INTELLECTUAL PROPERTY RIGHTS

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- (1) SafeLine shall at its own expense defend and indemnify the Customer against claims and actions that a Product or a Service infringes any of the intellectual property rights of a third party, provided that the Customer notifies SafeLine promptly in writing of such claims, and permits SafeLine to defend or settle the claims, and gives SafeLine all necessary information and assistance available and all necessary authorizations.
- (2) If in the justified opinion of SafeLine, a Product or a Service infringes the intellectual property rights of a third party, SafeLine shall at its own expense either:
  - (I) obtain the right to use for the Customer, or
  - (II) replace the Product or Service for the infringing part, or
  - (III) modify the Product or Service in order to eliminate the infringement.
- (3) If none of the above-mentioned alternatives is available to SafeLine on reasonable terms, the Customer shall, at the request of SafeLine, stop using the Product or Service.
- (4) SafeLine shall, however, not be liable to Customer if the claim:
  - (I) is asserted by the Customer or an affiliated company of the Customer;
  - (II) results from an alteration of the Product or Service or from compliance with the Customer's instructions or information;
  - (III) results solely from the use of the Product or Service in combination with any product, service or software not supplied by SafeLine; or
  - (IV) could have been avoided by the use of a released and newest version of the Product or Service or its component.
- (5) This Clause 9 states the entire liability of SafeLine and the Customer's sole and exclusive remedies for an infringement of intellectual property rights.

## 10. TERMINATION

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- (1) Either party shall have the right to terminate the Agreement upon written notice to the other party if such other party is declared bankrupt, is put into liquidation, or it otherwise ceases with its payments, or if the other party commits a material breach of the terms and conditions applicable to the order, whether towards the other party or a third party and does not remedy such breach within thirty (30) days from receipt of the written notice of the breach.
- (2) SafeLine continuously develops Services and therefore the selection and content of the Services may change. SafeLine shall also have the right to stop provision of the Services. In such case SafeLine may terminate the Agreement with respect to such terminated Services or its separate parts.

- (3) SafeLine may until further notice suspend or limit the Services or availability of the Products to the Customer, if:
  - (I) the Customer has not, within specified time, presented the payment security requested by SafeLine pursuant to Clause 5.3(2);
  - (II) the Customer causes damage to, or disruption or inconvenience to SafeLine or the general communication network through the use of the Products or Services.
- (4) SafeLine has also a right to modify or terminate the Service with immediate effect a third party, such as a third party telecommunications service provider, ceases to support the Service or modifies the terms and conditions of its service in a manner making it impossible or unreasonable to SafeLine to continue the Service under the existing terms and conditions.

## 11. LIMITATION OF LIABILITY

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- (1) The liability for direct damages or claims for reimbursement shall be limited to the corresponding purchase price of the Products for which the liability or damages are claimed or not exceeding fifteen percent (15 %) of the price of the Service from the preceding three (3) month's period.
- (2) SafeLine's responsibility includes direct damage and loss only. SafeLine accepts no responsibility for any indirect, incidental or consequential damage or expenses, including, but not limited to, loss of profits or lost savings, consecutive faults, secondary damage or costs incurred to second or third parties, such as business losses or loss of data or damages which SafeLine could not reasonably have expected at the time of the Agreement and which consequences could neither reasonably have been avoided, nor overcome.
- (3) SafeLine shall not be liable for any defects, errors or claims relating to third party products or services utilized in connection with the Products or Services. They shall be provided solely on the basis of the applicable third party terms and SafeLine's sole liability shall be to transfer warranty or any similar rights forward to the Customer, if possible.
- (4) The limitation of liability shall not apply to damages caused by wilful conduct, gross negligence. The limitation of liability shall also not apply to damages caused by the transfer, copying, or use of service contrary to law or the terms of the order.
- (5) All claims must be raised within three (3) months after the Customer became aware of the cause of action.

## 12. OTHER TERMS

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### 12.1. Software

- (1) Software which is embedded in the Product, or is delivered together with the Product ("Software") shall be licensed by SafeLine not sold.
- (2) The Customer is granted a non-exclusive right to use the Software only together with the Products purchased by the Customer and only for the purpose and scope expressed in the manuals, other Product documentation and the order for the Product.
- (3) The Customer shall not have any other rights, such as ownership rights, or copyright and may under no circumstances alter, de-compile or copy the Software, except in accordance with the Product manuals and other instructions issued by SafeLine.

### 12.2. Repair of Products

- (1) SafeLine shall provide repair service for the Products no longer under warranty upon request of the Customer. The Customer shall enclose a description detailing the problem on a service form available at [www.safeline.eu](http://www.safeline.eu).
- (2) The Customer shall arrange and pay for the transportation of the Products to be repaired to SafeLine. The transportation cost of the repaired Product or a replacement Product shall be borne by SafeLine if the repair is covered by warranty. In other cases, the Customer shall pay the cost of the return transportation.
- (3) SafeLine shall repair the Product within a reasonable period of time. Reasonable time shall be considered two (2) weeks during normal workloads and six (6) weeks during high workloads.
- (4) If the repair cost would exceed half of the Product's gross sales price, SafeLine shall issue a quote for the repair costs to the Customer before carrying out any repair. If the Product cannot be repaired, the Customer is offered a replacement Product at so-called "exchange price".
- (5) All Products are upgraded at repair to the latest Software version at no additional cost. SafeLine shall, at the request of the Customer, offer to the Customer Product accessories as well as the repackaging with new packing material, in accordance with a price list valid at the time.
- (6) The repair work shall be subject to three (3) months warranty.
- (7) The distributor of the Products shall be responsible for the handling and disposal of any old batteries returned by the end customers to the distributor. SafeLine shall not accept any liability for old batteries.

### 12.3. Resale prohibition

- (1) To ensure high and consistent quality standards, SafeLine sells the Products through a network of certified partners. Such partners shall meet stringent quality criteria in such terms as; business credibility, technical support competences, logistical abilities, minimum stock levels, etc.
- (2) For this reason, no partner, nor any end customer, has the right to re-distribute or re-sell the Products, unless specifically agreed on in advance with SafeLine.

### 12.4. Notices

Each Party shall maintain contact information to which notices under the Agreement shall be sent to. Notices shall be deemed received upon delivery and latest after seven (7) days of sending the notice.

### 12.5. Assignment

Neither party shall have the right to assign the Agreement without the prior written consent of the other party. SafeLine may, however, assign the Agreement to its affiliated company or to a third party to whom business subject to the Agreement is transferred. SafeLine may further assign its receivables under the Agreement to a third party.

### 12.6. Transfers and assignments

The Customer shall not have a right to transfer any Agreement to a third party. SafeLine may, without the consent of the Customer, transfer the right to receive payment pursuant to any Agreement.

### 12.7. Amendments

- (1) General Terms valid at the time of the Agreement shall apply to the Products delivered pursuant thereto. For the Services SafeLine shall have a right to modify the General Terms or the relevant Special Terms at its discretion. Such modified terms shall apply to any new



Agreements or orders for new Services upon the effectiveness thereof and to any ongoing Services after one (1) month of a public release of the updated terms on the SafeLine website.

- (2) Any other changes or additions to the Agreement shall be agreed in writing in order to be valid.

#### **12.8. Customer Details**

- (1) Customer Details refers to information of a customer, such as name, address, telephone number or company and other information of customer.
- (2) Customer Details are processed to provide the Service, fulfill an obligation according law or regulation, for file maintenance, and to promote SafeLine's Products and Services. The processing of information shall cease when no longer needed to fulfill the stated purpose of the processing.
- (3) Customer Details may be disclosed to third parties by SafeLine, unless the Customer specifically requests in writing for protection either totally, or in respect of direct marketing only. Disclosure of Customer Details to the extent necessary to meet requirements of law shall always be allowed.
- (4) SafeLine may use automated marketing systems for distance communication via fax and other dial-up facilities as well as other methods of personal communication at a distance, such as e-mail and phone calls.

#### **12.9. Force majeure event**

- (1) Except for payment obligations, neither party shall be liable to the other for loss, damage, or delay in work caused by an impediment beyond its control which that party could not have taken into account at the time of the conclusion of the Agreement, and whose consequence it could not have reasonably avoided or overcome including, but not limited to war, riot, the act or order of any competent civil or military authority, strikes, unauthorized work stoppage or by fire, flood ("Force Majeure Event"). Strike, lock-out, boycott and other industrial action shall constitute a Force Majeure Event also when the party concerned is the target or a party to such an action.
- (2) A Force Majeure Event suffered by a subcontractor of a party shall also discharge such a party from liability if subcontracting from other source cannot be made without unreasonable costs or a significant delay.
- (3) Either party shall inform the other party of a Force Majeure Event in writing without delay. The party shall correspondingly inform the other party of the cancellation of the Force Majeure Event.
- (4) If the fulfillment of the Agreement is delayed or Services suspended for more than four (4) months due to a Force Majeure Event, either party shall have the right to terminate the Agreement by a written notice to the other party without either party having the right to claim damages for such termination.

#### **12.10. Applicable Law and Settlement of Disputes**

The Agreement shall be governed by the laws of Sweden excluding its choice of law provisions. The United Nations Convention on Contracts for the International Sale of Goods, done at Vienna April 11, 1980, is excluded. All disputes shall be settled in the district court of Stockholm.