

## General Terms & Conditions - Teletec Connect AS

(Applicable from 2024-01-01)

### 1. General

- 1.1 These Terms shall apply to all sales from Teletec to Customer.
- 1.2 The Customer is deemed to have accepted these Terms when an order is submitted to Teletec according to section 4 below. Deviations from the Terms must be agreed in writing in order to be valid. The Customer's own delivery terms are thus only accepted if the Parties have agreed in writing.

### 2. Definitions

**"Agreement"/"Agreements"** means the Parties' agreement to purchase Products or Services under these Terms.

**"Customer"** refers to resellers who have registered with Teletec according to Teletec's instructions or otherwise agreed with Teletec to enter into the Agreement.

**"Laws and Regulations"** means the laws and regulations applicable from time to time including, but not limited to, national and international rules on trade sanctions and orders, and other import and export regulations.

**"Teletec"** refers to Teletec Connect AS.

**"Teletec Pick-Up-Point"** refers to such a delivery point for Products as specified in the special terms and conditions for Pick-Up-Point and paragraph 5.3 below.

**"Part"/"Parties"** refers to Teletec or Customer individually or jointly.

**"Prices/Price"** refers to the current prices for Products and Services as shown for logged-in Customers on Teletec's website, [www.teletec.no](http://www.teletec.no), or such prices as specifically agreed by the Parties.

**"Products"/"Product"** means the products that Teletec sells to Customer under these Terms.

**"Services"/"Service"** means such services that Teletec sells or provides to Customer under these Terms.

**"Term"/  
"Terms"**

refers to these general terms and conditions, together with specific terms and conditions for warranty and returns, for Pick-Up-Point, M2M and MiniAir subscription, which can be found on Teletec's website, [www.teletec.no](http://www.teletec.no).

### 3. Price and payment

3.1 Sales are made at the Prices applied by Teletec at the time of receipt of the order from the Customer, unless otherwise expressly agreed.

3.2 Unless otherwise expressly agreed, prices are given in NOK, excluding VAT and shipping costs.

3.3 If an exchange rate changes by more than two (2) % in relation to the current purchase currency from the time of ordering until delivery and issuance of an invoice for the Product or Service, Teletec reserves the right to adjust the stated Prices. This applies even if a certain price has been specifically agreed between the Parties.

3.4 The Customer can apply for credit and the credit level is determined by Teletec and subject to an ordinary credit check.

3.5 Payment shall be made against an invoice and no later than twenty (20) days after issue of the invoice, unless otherwise expressly agreed. For paper invoices, a fee of NOK 60 per invoice will be added. In no case, such as in case of delay or defect, does the Customer have the right to withhold payment.

3.6 If payment is delayed, late penalty interest will be charged from the due date until payment is made to Teletec at a rate of twelve (12) %. In addition, a fee for interest invoicing of NOK 50 is charged. If the Customer does not pay on time, Teletec may also limit or completely suspend the Customer's right to place further orders until payment is made.

3.7 If the Customer's conduct or financial circumstances are such that there is reason for Teletec to assume that the Customer will not make full payment, e.g. if the Customer's credit limit is exceeded, Teletec may suspend its performance of the Agreement and require payment in advance or require adequate security to resume performance. If Teletec has already dispatched the Product and it turns out that the circumstances referred to in the previous sentence exist on the Customer's side, Teletec may prevent the Product from being delivered to the Customer. Teletec shall promptly notify the Customer in writing of its decision to suspend performance of the Agreement.

3.8 After notification from the Customer, the Customer is entitled to use a credit invoice issued by Teletec as a deduction when paying another invoice. If the Customer

does not use a credit invoice within twelve (12) months from the date of issue, Teletec is entitled to cancel the credit invoice and the Customer is thereafter not entitled to any compensation or payment for it.

#### **4. Ordering, stock- and special ordered goods and stock clearance goods**

- 4.1 Orders for Products and Services can be placed by telephone, e-mail, online or in personal contact between Teletec's sales staff and the Customer. Product and Service orders confirmed by Teletec are binding and may only be canceled or returned in accordance with these Terms.
- 4.2 Stock goods are Products that Teletec normally keeps in stock and that are part of the regular product range. Special ordered goods are Products that are ordered on behalf of the Customer on each individual order occasion. Stock clearance goods are Products that are sold during specific campaigns and are often heavily discounted. The Customer is responsible for ensuring that the order is for the type of Product intended by the Customer.
- 4.3 It is not possible to cancel an order containing special ordered goods or stock clearance goods. Also, no returns are possible for special ordered goods or stock clearance goods.

#### **5. Delivery and delivery time**

- 5.1 Delivery is made in accordance with INCOTERMS in force at the time and delivery is "Ex Works" (available at Teletec's central warehouse in Stockholm). The risk for the Product passes to the Customer when the Product leaves Teletec's central warehouse. It is the Customer's responsibility to ensure that customary insurance is taken out for the transportation of the Product.
- 5.2 Delivery of Products is normally made by a third party designated by Teletec and delivery costs are invoiced to Customer. Customer has the opportunity to designate another carrier.
- 5.3 Delivery to Teletec Pick-Up-Point in Oslo is always free of charge. If the Customer chooses to use Teletec Pick-Up-Point as a delivery method, the risk for the Product is transferred to the Customer as of Teletec's delivery of the Product to Teletec Pick-Up-Point.
- 5.4 Products shall, to the extent possible for Teletec, be ready for delivery to Customer according to paragraph 5.1 the same day as the Customer orders the Product according to paragraph 4.1. For Products that are special ordered goods, other delivery times may apply.
- 5.5 Where delivery is through a third party as referred to in paragraph 5.2 above, the Product will normally arrive at the recipient's door by the end of the next working day. Teletec disclaims liability for any delays caused by manufacturers of Products or third party carriers.
- 5.6 If the Customer fails to receive the delivered Product on the delivery date, payment shall nevertheless be made as if delivery had been made in accordance with the Agreement and the Customer shall compensate Teletec for its direct additional costs that the Customer's failure causes Teletec.

#### **6. Liability for defective product**

- 6.1 If the Product deviates from the specification agreed between the Parties, it shall be deemed defective, unless the deviation is irrelevant to the intended use. In addition, Teletec shall only be liable for defects due to deficiencies in materials or workmanship during the warranty periods stated here: <https://www.teletec.no/garantier>. The warranty periods commence from the delivery of the Products.
- 6.2 Information on the area of use of the Product or on the Product in general, and which does not form part of an expressly agreed specification, provided by Teletec in any form whatsoever, constitutes only a recommendation or general information. Teletec is not liable for such information.
- 6.3 Teletec is not liable for defects caused by circumstances arising after the risk of the Product has passed to the Customer such as, but not limited to, defects due to normal wear and tear or deterioration.
- 6.4 Teletec undertakes, at Teletec's option, during the warranty period, to deliver without compensation a new Product to replace the defective Product or, where applicable, to remedy the defective Product. Delivery of a new Product or remedy constitutes the Customer's exclusive rights in relation to the defective Product. When returning a Product for any reason or for remediation, the Customer shall follow the instructions set out in Teletec's special warranty and return conditions, which can be found on Teletec's website, [www.teletec.no](http://www.teletec.no), and which may be adjusted by Teletec from time to time.
- 6.5 By delivering a duly repaired or replaced part or Product to the Customer, Teletec shall be deemed to have fulfilled its obligations under this Agreement. If any disassembly and reassembly involves intervention in anything other than the Product, the Customer is responsible for the work and costs caused by this.
- 6.6 Customer shall immediately after delivery examine the Product in accordance with good business practice.
- 6.7 The Customer's right to make a claim against Teletec for a defective Product lapse if the Customer does not notify Teletec in writing of the complaint within seven (7) days from the time the defect was discovered or should have been discovered.

#### **7. Liability for personal injury and property damage**

- 7.1 Teletec is not liable for damage caused by the Product to real or movable property or the consequences of such damage if the damage occurs while the Product is in the possession of someone other than Teletec.
- 7.2 Customer shall indemnify Teletec to the extent that Teletec is held liable to third parties for such damage or loss that Teletec under 8.1 is not liable for.
- 7.3 If a third party makes a claim against Teletec or the Customer for compensation as referred to in this paragraph 7 the other Party shall be notified immediately in writing.
- 7.4 Teletec and the Customer are obliged to be summoned to the court or arbitration board dealing with claims for compensation against either of them, if the claim is based on damage or loss allegedly caused by the Product.

However, the mutual relationship between Teletec and the Customer shall always be determined in accordance with the provisions of these Terms.

- 7.5 Teletec's liability for damage caused by the Product to a person or to real or movable property belonging to Customer or a third party shall in any event be limited to NOK 100,000. Customer shall indemnify Teletec for any liability in excess of said amount.

## **8. Liability and limitation of liability**

- 8.1 Teletec is in no case liable for indirect damage, such as loss of production, loss of profit or other consequential financial loss.
- 8.2 The Customer's right to compensation is always limited to an amount equal to ten (10) % of the Price of the Product or Service in question.
- 8.3 Customer shall assert a claim against Teletec for compensation within one (1) month after Customer discovered or should have discovered the damage for which Customer is claiming compensation.
- 8.4 In addition to the penalties expressly provided for in the Agreement, Customer may not claim other penalties against Teletec.

## **9. Retention of title**

- 9.1 Product remains the property of Teletec until fully paid for, to the extent that such retention of title is valid.

## **10. Confidentiality**

- 10.1 A Party may not, without the consent of the other Party, disclose to third parties documents or otherwise reproduce information about the Agreement or about the other Party to an extent other than that required for the implementation of the Agreement. A Party shall ensure that confidentiality is observed through a confidentiality agreement with employees or in another appropriate manner. The obligation of confidentiality does not apply to information that the Party can show has been duly brought to the Party's attention in a manner other than through the Agreement or that is generally known. The confidentiality obligation applies even if the Agreement otherwise expires or terminates.

## **11. Reason for satisfaction**

- 11.1 Circumstances that prevent or significantly impede the performance of Teletec's obligations under the Agreement and which Teletec could not control, such as but not limited to lightning strike, fire, earthquake, flood, war, mobilization, pandemic, riot, government regulation, restriction of power, general scarcity of transport, goods or energy or strike, blockade, lockout or other labor dispute regardless of whether Teletec is a party to the conflict or not, as well as errors or delays in delivery from subcontractors due to circumstances mentioned above, shall constitute grounds for relief entitling Teletec to the necessary extension of time and relief from liquidated damages and other penalties. Teletec shall notify the other Party in writing of such grounds for relief without unreasonable delay after Teletec realized that the grounds for relief existed.
- 11.2 If the performance of the Agreement is prevented for more than six months due to circumstances mentioned in 11.1

Teletec is entitled to terminate this Agreement without liability for damages or otherwise.

## **12. Compliance**

- 12.1 It is essential for Teletec to always comply with Laws and Regulations and Teletec's Code of Conduct. If Teletec considers that the delivery of a certain Product to the Customer risks violating Laws and Regulations or Teletec's Code of Conduct, Teletec is entitled not to carry out the delivery and the Customer cannot in such case make any liability claims against Teletec.
- 12.2 The Customer undertakes to comply with Laws and Regulations and Teletec's Code of Conduct, which can be found on Teletec's website, [www.teletec.no](http://www.teletec.no), and, where applicable, to cooperate to the necessary extent with Teletec to ensure compliance. If the Customer acts in violation of Laws and Regulations or Teletec's Code of Conduct, Teletec is entitled to terminate the Agreement with immediate effect. Furthermore, the Customer shall indemnify Teletec in the event that damage occurs to Teletec due to the Customer acting in violation of Laws and Regulations or Teletec's Code of Conduct.

## **13. License terms**

- 13.1 In cases where a delivered Product is dependent on a Service, e.g. an underlying cloud service for operation or storage provided by a supplier other than Teletec, additional terms and conditions may apply regarding e.g. service levels, warranties, prices and licenses, etc. Teletec's liability in this regard is limited to what is stated in such additional terms and conditions.
- 13.2 Teletec guarantees the functionality of the underlying services for the same period that applies to the Product according to paragraph 6.1 above. If the supplier stops operating, maintaining or updating said service during the warranty period, Teletec will assist in recommending a replacement service.
- 13.3 Services such as cloud service, video storage, video streaming, etc. that are free of charge or included in the Price of the Product at the time of subscription may be subject to charges depending on changed conditions.
- 13.4 In all cases where Customer uses or resells an underlying cloud service or license, Customer undertakes to comply with the terms and conditions set out in the relevant suppliers' End User License Agreement. The Customer shall indemnify Teletec in the event that damage occurs to Teletec, including, but not limited to, third party claims against Teletec, as a result of the Customer or the end user using Products or Services in violation of such license terms.
- 13.5 With respect to Products for which Teletec offers different types of Services in subscription form, such subscriptions run for such fixed period of time as stated when signing the respective subscription starting from the date the subscription is activated. If the Customer does not cancel the subscription no later than thirty (30) days before it expires, it is automatically extended for a further twelve (12) months.

#### **14. Limitation of actions**

- 14.1 The Customer has forfeited its right to assert a claim against Teletec unless an arbitration proceeding has been initiated under paragraph 18.2 regarding the claim within one (1) year from the delivery of the relevant Product or activation of the Service.

#### **15. Web account**

- 15.1 Login information (username and password) for web accounts on Teletec's website shall be handled so that they do not come to the attention of unauthorized persons. The Customer is always responsible for all orders placed in the Customer's name and the Customer is liable to pay for such orders in relation to Teletec. If the Customer suspects that an unauthorized person has access to its login information, it is the Customer's responsibility to notify Teletec immediately and change its password.

#### **16. Processing of personal data**

- 16.1 When Teletec is the data controller, Teletec will, in connection with the Customer's orders of Products and Services, process personal data about the Customer's contact persons ("company representatives") for the purposes and on the terms set out in Teletec's Privacy Policy, which can be found on Teletec's website, [www.teletec.no](http://www.teletec.no). By creating a company account with Teletec, the Customer undertakes to inform the relevant company representatives about Teletec's processing of their personal data.

#### **17. Other**

- 17.1 Teletec reserves the right for any misprints, model and design changes in product catalogs, brochures, price lists, website and other publications. Teletec also reserves the right to change the Products and the product range, which Teletec markets, without prior notice.
- 17.2 These Terms replace Teletec's previous general terms and conditions and are effective from the date indicated in the title of this document and apply to the purchase of Products or Services from that date. For Products or Services purchased before then, Teletec's previous general terms and conditions apply.
- 17.3 Teletec reserves the right to change the Terms from time to time and current versions are available on Teletec's website, [www.teletec.no](http://www.teletec.no).

#### **18. Applicable law and dispute**

- 18.1 Swedish law, with the exception of conflict of law rules, shall apply to the Agreement.
- 18.2 Disputes arising from the Agreement shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (SCC). The Arbitration Rules shall apply unless the SCC, taking into account the complexity of the case, the value of the subject matter of the dispute and other circumstances, decides that the Rules for Expedited Arbitration shall apply. In the former case, the SCC shall also decide whether the arbitral tribunal shall consist of one or three arbitrators. The arbitration shall take place in Stockholm. The language of the proceedings shall be Swedish.