

To Our customers

NORDIC SAFETY GENERAL TERMS & CONDITIONS OF SALE

Thank you for your interest in our products. Quotations and Orders are subject to the Terms and Conditions of Sale stated in the following pages

Best regards,

NORDIC SAFETY SYSTEMS

A handwritten signature in blue ink, appearing to read 'Johan Eriksson', with a long horizontal stroke extending to the right.

Johan Eriksson, General Manager

TERMS AND CONDITIONS OF SALE

1	ACCEPTANCE OF ORDERS	3
2	PART NUMBERS	3
3	PRICING	3
4	TAXES	3
5	QUOTATION VALIDITY	3
6	END USE STATEMENT	3
7	CREDIT APPROVAL	3
8	PAYMENTS	4
9	DELIVERY TERMS- RISK OF LOSS	4
10	DELIVERY TIME	4
11	UNAVOIDABLE DELAY	4
12	LIMITED WARRANTY	4
13	TERMINATION	6
14	CANCELLATION; RETURNS	6
15	LIQUIDATED DAMAGES	6
16	INTELLECTUAL PROPERTY	6
17	COMPLIANCE WITH LAWS	6
18	NO REDISTRIBUTION TO UNAUTHORIZED DISTRIBUTORS OR RESELLERS	7
19	JURISDICTION; VENUE; WAIVER OF RIGHT TO TRIAL BY JURY	7
20	INDEMNITY	7
21	LIMITATION OF LIABILITY	7
22	ASSIGNMENT; NO THIRD-PARTY BENEFICIARIES	7
23	ENTIRE AGREEMENT; MODIFICATION; WAIVER	8
24	SEVERABILITY	8

TERMS AND CONDITIONS OF SALE**1 ACCEPTANCE OF ORDERS**

- These Terms and Conditions of Sale ("Terms") apply to the purchase of products and ancillary services (collectively the "Products") from NORDIC SAFETY SYSTEMS AB, a limited company registered in Sweden (Swedish company registration number 5568704869) and with a registered headquarter office at Argongatan 89, 70374 ÖREBRO, SWEDEN.
- Nordic Safety Systems AB trades as seller and short sentence "NSS" by the buyer ("Buyer") (NSS and Buyer are referred to herein as a "Party" or collectively as the "Parties"), each of which is identified in the accompanying quotation, credit application, proposal, order acknowledgement, or invoice.
- All purchase orders ("Orders") are subject to acceptance by NSS at NSS's sole discretion. These Terms shall be deemed incorporated into any Orders that a Buyer may place with NSS (by whatever means). Any terms and conditions submitted by a Buyer that are inconsistent with, different than, or in addition to these terms and conditions herein are null, void and not binding upon NSS, unless NSS, through an authorized representative, specifically agrees to such terms and conditions in writing

2 PART NUMBERS

Valid part numbers must be listed on all Orders and Requests for Quotation. NSS part number has precedence over customer part no

3 PRICING

Prices are if not otherwise stated in the quotation, in general quoted at FCA terms, excluding VAT, duties and freight.

4 TAXES

- Prices stated by NSS do not include national, state, local VAT or other applicable taxes and duties wherever incurred.
- The amount of any sales, use, or similar tax shall be paid by Buyer, or Buyer shall provide an acceptable tax exemption certificate to NSS.

5 QUOTATION VALIDITY

Quotations are valid for the length of time stated on the face of the quote, or if not shown on the quotation, in general valid for thirty (30) days.

6 END USE STATEMENT

For products requiring an export license from the manufacturing och delivery country, the end user and country of end use for each Product for each Order must be stated on every Order

7 CREDIT APPROVAL

- For a Buyer's first initial order, the terms are advance payment at order, unless otherwise agreed in writing by an authorized representative of NSS.
- Standard credit terms and Net 30 days.
- Buyers seeking credit terms are required to provide a bank reference and three additional credit references.

- Extension of credit is subject to approval at NSS's sole discretion. If seeking credit terms, please allow additional lead time for account approval.

8 PAYMENTS

- Payment shall be made in full, without deduction or set-off, in the currency specified in the Quotation and order acknowledgement. Partial payment is required on the basis of partial shipment.
- In addition to any other rights and/or remedies available at law or otherwise if Buyer fails to make payment in strict accordance with the payment terms set forth in these Terms, then NSS may, in addition to all other remedies,
 - (a) immediately withhold shipments of any additional Product until the delinquent amounts, including interest, transportation and storage costs, are paid
 - (b) repossess Product which has not already been paid for; or
 - (c) charge Buyer a late penalty of one and onehalf percent (1.5%) per month (or the maximum rate permitted by law, whichever is lower).
- The Buyer further agrees to reimburse NSS for its reasonable attorneys' fees, court costs, and any other costs reasonably incurred in collecting delinquent payments. NSS shall have rights of set-off, recoupment and counterclaim against the Buyer.

9 DELIVERY TERMS- RISK OF LOSS

Products are in general quoted and shipped FCA Shipping Point (Incoterms® 2010) unless otherwise stated. Risk of loss and title to Products shall pass to the Buyer at the Incoterm defined delivery point.

10 DELIVERY TIME

- Lead times are quoted from date of NSS acceptance of an Order.
- Quoted shipping dates are a best estimate only at time of quotation and order confirmation and are subject to revision at NSS's sole discretion upon receipt of a valid Order, which is compliant with these Terms.
- NSS shall have the right to make complete or partial deliveries, at its sole discretion.

11 UNAVOIDABLE DELAY

If NSS is unable to perform its obligations, either in whole or in part, under these Terms as a result of an unavoidable delay, including, but not limited to acts of a civil or military authority, war, flood, fire, epidemic, strike, boycott, failure of issuance of an export license, failure of its suppliers, or other condition or cause beyond its reasonable control (an "Unavoidable Delay"), NSS will be excused from that performance during the Unavoidable Delay to the extent that NSS is prevented or delayed thereby.

12 LIMITED WARRANTY

- Unless Products are covered by a separately issued warranty by contract between the Parties, the warranty offered by NSS's suppliers for the products in question are transferred and valid towards the Buyer.
- NSS provides a 6 month warranty on service performed by NSS on Buyers products.
- Supplier NSS warrants to NSS and Buyer that all unaltered products shells will be free from defects in material or workmanship under normal use and service for a period of five (5) years from the date of delivery when installed properly and used normally and in accordance with written operating instructions, if any ("Ballistic Limited Warranty").
- Unless an individual product is covered by a separately issued warranty, NSS warrants that all other Products which do not fall under the Ballistic Limited Warranty, including unaltered helmet components, accessories, peripherals, and parts will be free from defects in material or workmanship

under normal use and service for a period one (1) year from the date of delivery when installed properly and used normally and in accordance with written operating instructions, if any ("General Product Limited Warranty") (collectively, the Ballistic Limited Warranty and the General Product Limited Warranty are referred to as the "Limited Warranty").

- All repair covered by this Limited Warranty shall be performed at NSS or the original manufacturers facilities, or other such warranty repair facilities of NSS as designated by NSS unless NSS specifically directs that repair services be performed at another location.
- All Products returned under this Limited Warranty must be returned within sixty (60) days of generation of a Return Material Authorization (RMA) by NSS. Any defect corrected and found to be within this scope of the Limited Warranty will be repaired by NSS and all charges for labor and material will be borne by NSS.
- If it is determined that either no fault exists in the product or NSS workmanship, or the damage to be repaired was caused by negligence of the user, its agents, employees or customers, Buyer agrees to pay all charges associated with each such repair.
- No statement, recommendation or assistance made or offered by NSS through its representatives to the Buyer, the user, its agents, employees, or customers in connection with the purpose or intended use of any NSS's product shall be or constitute a waiver by NSS of any of the provisions of this Limited Warranty or change NSS's liability under this Limited Warranty.
- This Limited Warranty only applies to proper use of the Products and applies only to Products manufactured by or for NSS that can be identified by trademarks, trade names or logos owned by NSS or its affiliates.
- This Limited Warranty does not apply to or cover:
 - (a) defects or damage caused by or resulting from external causes including, but not limited to, accident, carrier handling, improper packaging in shipment, abuse, neglect, unusual physical stress, cosmetic damage, flood, fire, earthquake or any other natural disasters;
 - (b) normal wear and tear;
 - (c) any modification of any part of the Products;
 - (d) damage caused by using the Products outside the permitted or intended uses described by NSS or written instructions;
 - (e) malfunctions resulting from the use of the Products with accessories, products or ancillary/peripheral equipment not furnished or approved by NSS;
 - (f) defects or damage caused by improper testing, operation, maintenance, installation or adjustment; or
 - (g) defects or damage caused by installation and/or service performed by anyone who is not authorized by NSS. No NSS supplier, distributor, Buyer, officer, agent, or employee is authorized to make any modification, extension, change or amendment to this Limited Warranty without express prior written consent and authorization of NSS. NSS reserves the right to make improvements or changes to its Products at any time without incurring any obligation to Buyer, suppliers, distributors, or customers who previously purchased Products directly or indirectly from NSS.

EXCEPT AS SET FORTH IN THE EXPRESS LIMITED WARRANTY CONTAINED HEREIN, BUYER AND ITS CUSTOMERS TAKE THE PRODUCT "AS IS". THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS BEYOND THOSE STATED IN THIS LIMITED WARRANTY. NSS DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NOTHING CONTAINED IN ANY WRITTEN INSTRUCTIONS OR OPERATION MANUAL OR MARKETING MATERIAL SHALL BE CONSTRUED TO CREATE A WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE PRODUCTS. IN ADDITION, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, NSS SHALL NOT BE LIABLE FOR ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY OF ANY KIND, OR FROM ANY LOSS OF TIME, INCONVENIENCE, OR LOSS OF USE, INCLUDING ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES ARISING DIRECTLY OR INDIRECTLY OUT OF OR IN CONNECTION WITH THE USE, INSTALLATION AND/OR

PERFORMANCE OF THE PRODUCTS, WHETHER SUFFERED BY A SUPPLIER, DISTRIBUTOR, BUYER, CUSTOMER, OR ANY OTHER PARTY AND REGARDLESS OF THE LEGAL THEORY UPON WHICH THE CLAIM IS BASED, EVEN IF NSS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT OTHERWISE LIMITING THE FOREGOING, IN NO EVENT SHALL RECOVERY OF ANY KIND AGAINST NSS BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCTS. THIS WARRANTY GIVES THE BUYER LIMITED AND SPECIFIC LEGAL RIGHTS.

13 TERMINATION

- Orders may be terminated by NSS in the event that Buyer defaults in its performance of any Term hereunder.
- Furthermore, Buyer may terminate any Orders in the event of any of the following or any other comparable event:
 - (i) insolvency of the Buyer;
 - (ii) (ii) filing of a voluntary petition in bankruptcy by or an involuntary petition against Buyer;
 - (iii) (iii) appointment of a receiver or trustee for Buyer; or
 - (iv) (iv) execution of an assignment for the benefit of creditors by Buyer.

14 CANCELLATION; RETURNS

- Orders accepted by NSS are not subject to cancellation and Products which are properly delivered are not subject to return, except in accordance with the Product's Warranty, and only then, with NSS's prior written consent and the generation of an RMA.
- If such a cancellation or return is authorized by NSS, applicable cancellation and restocking fees apply, and shipping charges (if any) shall apply. All such authorized returns must be returned to NSS within sixty (60) days from NSS's generation of an RMA.

15 LIQUIDATED DAMAGES

Neither NSS nor the manufacturers we represent accept paying any form of liquidated damages due to late delivery of the products in relation to what NSS has committed to. As distributor of other manufacturers products, NSS is highly dependent on the delivery performance of the manufacturer.

16 INTELLECTUAL PROPERTY

- All intellectual property rights, including inventions, information, technical data or drawings, copyright rights, patent rights, trademark rights, knowhow, trade secrets, intangible and proprietary rights throughout the world, arising out of or in connection with the Products is either licensed or owned by NSS or its affiliates.
- The sale of the Products shall not, by implication or otherwise, convey any license under any intellectual property right relating to the compositions and/or applications of the Products, and Buyer explicitly assumes all risks of any intellectual property infringement by use of the Product whether singly or in combination with other materials or in processing operations.

17 COMPLIANCE WITH LAWS

- Sale of the Products is subject to all applicable laws and regulations relating to the Product. Buyer acknowledges that some of the technical information relating to the Products and the Products themselves may be controlled for export, retransfer and re-export under the U.S. International Traffic in Arms Regulations 22 CFR Parts 120 – 130 or controlled technology under the U.S. Export Administration Regulations 15 CFR Parts 730774), the Export Control Act 2002 and the Export Control Order 2008, the Council Regulation (EC) No 428/2009 (as amended), and all applicable United Kingdom, European Union and United Nations sanctions. Buyer confirms that it is familiar with and will comply with all obligations under these regulations, including without limitation, the

requirement not to disclose such controlled technical data or technology to a foreign person, even within the United States or United Kingdom, without prior authorization. Buyer shall comply with the terms and provisos of any such authorization, including, without limitation, any Technical Assistance Agreement or license. Buyer further agrees to comply with all applicable laws, including, without limitation, all anticorruption and bribery laws.

18 NO REDISTRIBUTION TO UNAUTHORIZED DISTRIBUTORS OR RESELLERS

- Buyer acknowledges that NSS conducts its business according to the highest ethical standards, seeks to avoid even the appearance of impropriety and insists that its representatives, distributors, and other intermediaries conduct their business on NSS's behalf in a similar fashion and in full compliance with all applicable laws and regulations.
- Authorized distribution and resale partners are subjected to due diligence screening for export compliance and anticorruption purposes and are considered trusted partners of NSS.
- Therefore, Buyer is not permitted to sell Products to distributors or resellers who are not authorized distributors or resellers of NSS or its affiliates.

19 JURISDICTION; VENUE; WAIVER OF RIGHT TO TRIAL BY JURY

- These Terms and any dispute or claim arising out of or in connection with the Terms or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Sweden.
- The Parties irrevocably agree that the courts of Sweden shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

20 INDEMNITY

- Buyer shall defend, indemnify, and hold harmless NSS and its affiliates and their respective officers, directors, employees, and representatives, from and against any and all claims, suits, losses, obligations, causes of action, damages, and expenses (including attorney's fees) relating to or arising out of:

(a) any use, sale, resale, or distribution of the Products by Buyer or Buyer's customers; and (b) any breach by Buyer of these Terms.

21 LIMITATION OF LIABILITY

IN NO EVENT SHALL NSS BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, MULTIPLE OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION OR ANY OTHER LOSS) TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY FOR ANY REASON, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

22 ASSIGNMENT; NO THIRD-PARTY BENEFICIARIES

- Buyer may not assign these Terms or any Orders without the prior written consent of NSS. All the terms and provisions of these Terms shall be binding upon and inure to the benefit of and be enforceable by the respective successors and permitted assigns.
- Nothing in these Terms, express or implied, is intended to confer on any person or entity, other than the Parties or their respective successors and permitted assigns, any benefits, rights or remedies.
- A person who is not a party to this Agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

23 ENTIRE AGREEMENT; MODIFICATION; WAIVER

- These Terms are the sole agreement between the Parties with respect to the subject matter hereof and it supersedes all prior agreements and understandings with respect thereto, whether oral or written.
- No amendment, supplement or other modification to any provision of these Terms shall be binding unless in writing and signed by both Parties.
- No waiver of any rights under these Terms shall be effective unless in writing signed by the Party to be charged.
- A waiver of a breach or violation of any provision of these Terms shall not constitute or be construed as a waiver of any subsequent breach or violation of that provision or as a waiver of any breach or violation of any other provision of these Terms.

24 SEVERABILITY

- If any provision of these Terms or application thereof to anyone or under any circumstances is adjudicated to be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other provision or application of these Terms which can be given effect without the invalid or unenforceable provision or application and shall not invalidate or render unenforceable such provision or application in any other jurisdiction.