



**General Terms and Conditions in
respect of the purchase of
Products**



1. Introduction

These general terms and conditions ("the General Terms and Conditions") are in respect of the purchase of Products.

2. Definitions

The definitions below have the following meaning in the Agreement:

"The Agreement" means the agreement that the Customer has entered into in respect of the purchase of Products and includes these General Terms and Conditions.

"Intellectual Property Rights" means all forms of intellectual and industrial rights such as copyright, database rights, source code, patents and patentable inventions, registered and unregistered trademarks, know-how (irrespective of whether or not this may constitute a patentable invention), registered and unregistered patterns.

"Price Appendix" means Appendix 2 and these General Terms and Conditions, which contain prices and terms of payment.

"The Product" means the object(s) that Infobric shall supply to the Customer in accordance with the Agreement.

3. Technical documentation and information

3.1 All technical documentation concerning the Product or its manufacture, which before or after the Agreement is/has been entered into provided to the Customer by Infobric shall remain the property of Infobric.

3.2 Received technical documentation or information may not be used for any purpose other than that for which it has been submitted without the consent of Infobric.

4. Delivery clause

If no delivery clause has been agreed, delivery shall take place "Ex Works" in accordance with the INCOTERMS applicable at the time the Agreement was entered into. If a delivery clause has been agreed, it shall be interpreted in accordance with the INCOTERMS applicable at the time the Agreement was entered into.

5. Delayed delivery

5.1 If Infobric believes that the agreed delivery time cannot be maintained by the company or it appears that a delay on the part of the company is likely, the company should immediately notify the Purchaser in writing, specifying the cause for the delay and whether it will be possible to provide a date on which delivery is

estimated to take place.

5.2 In instances where delayed delivery is caused by Infobric being significantly negligent in respect of its obligations and the delivery delay has a significant impact on the Purchaser, the Purchaser shall be entitled to terminate the Agreement in respect of the Product.

5.3 What is specified above in clause 5.1 – 5.2 regulates Infobric's liability for delivery delays. The Purchaser therefore is not liable in the event of a delivery delay over and above that prescribed in this clause 5. This applies to each loss (direct or indirect) that the delay may cause, e.g. but not limited to production losses, loss of profit and other financial loss. However, this limitation of Infobric's liability does not apply if Infobric has made itself guilty of gross negligence.

6. Retention of title

The Product remains the property of Infobric until it has been paid for in full to the extent that such retention of title is applicable.

7. Liability for defects

7.1 In accordance with the provisions of this clause 7, Infobric shall be liable to remedy all defects in the Product based on deficiencies in design, materials or manufacture.

7.2 Infobric's liability does not extend to faults caused by circumstances that arose after the risk for the Product has passed to the Purchaser. For example, this liability does not extend to faults that arise as the result of operational conditions deviating from what is assumed in the Agreement or incorrect use of the Product. Furthermore, it does not extend to faults caused by inadequate maintenance or incorrect installation on the part of the Purchaser, changes from Infobric's written consent or repairs incorrectly carried out by the Purchaser. Finally, the liability does not cover normal wear and tear or deterioration.

7.3 Infobric's liability only extends to faults that arise within one (1) year of the date the Product was supplied in respect of mechanical products (e.g. gates) and within two (2) years in respect of electronic components (e.g. central control units and card readers).

7.4 The Purchaser shall notify Infobric of any defects in writing and without undue delay after the defect has been detected and never later than two weeks after the end of the liability period as stated in clause 7.3. This notification must be sent to support@infobric.se and contain a description of how the fault has manifested itself. If the Purchaser does not give written notice of a defect within the time limits specified above, the

Purchaser shall forfeit any right to make claims on the basis of the defect.

7.5 Once Infobric has received written notice in accordance with clause 7.4, the company shall rectify the fault with the speed required by the circumstances.

7.6 If rectification can be carried out by a faulty part being replaced or repaired and removal and fitting of that part can be carried out without specialised knowledge, Infobric may demand that the faulty part is sent to the company or to a location specified by the company for repair or replacement. Infobric will have completed its undertaking due to the fault once the company delivers a repaired or replaced part to the Purchaser.

7.7 Where the rectification of a fault necessitates action on anything other than the Product, the Purchaser shall be responsible for the work and pay the associated costs.

7.8 Faulty parts that are replaced in accordance with this clause 7 must be placed at the disposal of Infobric and become the property of the company.

7.9 If the Purchaser complains in accordance with clause 7.4 and it becomes apparent that the problem is not a fault for which Infobric is liable, the company shall be entitled to compensation for the work and costs the complaint has caused for the company.

7.10 What is specified above in clauses 7.1 – 7.10 exclusively regulates Infobric's liability for faults. The Purchaser therefore is not liable for faults over and above that prescribed in this clause 7. This applies to each loss (direct or indirect) that the fault may cause, e.g. but not limited to production losses, loss of profit and other financial loss. However, this limitation of Infobric's liability does not apply if Infobric has made itself guilty of gross negligence.

8. Intellectual property rights

8.1 All Intellectual Property Rights and all other rights in respect of the Product belong to Infobric, or, where appropriate, Infobric's suppliers.

8.2 Nothing in this Agreement shall constitute an assignment or transfer of any Intellectual Property Rights or other rights in respect of the Product.

9. Confidentiality

9.1 During the term of the Agreement or for a period of three years thereafter, each Party undertakes not to disclose information to a third

party pertaining to the other Party's business that may be regarded as a commercial or trade secret. Information that the Parties have specified as being confidential shall always be regarded as a commercial or trade secret. The confidentiality obligation shall not apply to information that the Parties may have become aware of in a way other than during the course of the assignment or which is in the public domain. In addition, the confidentiality obligation does not apply if the Party is required by law to disclose such information.

9.2 Through confidentiality obligations involving staff or other appropriate measures, the Parties shall ensure that confidentiality in accordance with the above shall be observed. Each party is also responsible to ensure that engaged sub-contractors and their employees who are affected by the assignment sign an equivalent confidentiality agreement in favour of the other Party.

10. Force Majeure

10.1 The Parties are exempt from sanctions for omitting to fulfil certain obligations under the terms of this Agreement if the omission is related to circumstances outside of the Party's control and which the Party could not have reasonably foreseen or avoid, such as war, official measures, new or amended legislation, labour market conflicts, trade or currency restrictions, blockades, fire, flooding or other similar circumstances, as well as errors or delays in deliveries from sub-contractors.

10.2 It is the responsibility of the Party requesting release from liability in accordance with clause 10 to, without delay, notify the other Party of the occurrence of such circumstances, as well as of their cessation.

10.3 Irrespective of what is said about release from liability of the consequences in clause 10, the Party is entitled, without consequence, to terminate the Agreement immediately by notifying the other Party in writing the fulfilment of a significant obligation under the terms of the Agreement shall be delayed by more than three months.

11. General

11.1 Neither of the Parties are entitled, either in whole or in part, to assign or pledge their rights and/or obligations in accordance with the terms of this Agreement without the express written consent of the other Party. However, Infobric is entitled to assign the demands it has against the Customer to a third party.

11.2 Notifications during the term of this

Agreement must be made in writing.

11.3 Any amendments or additions to this Agreement must be made in writing and signed by both parties in order to become binding.

11.4 However, Infobric is entitled to amend this Agreement due to any changes in mandatory legislation provided that it gives twenty (20) days' notice of its intention to do so.

12. Disputes and applicable law

12.1 This Agreement is subject to Swedish law.

12.2 Disputes arising from this Agreement shall be resolved through the arbitration procedure administered by the Arbitration Institute of the Stockholm Chamber of Commerce ("the Institute"). The Institute's Rules for Simplified Arbitration shall apply unless due to the difficulty of the case, the value of the object under dispute or other circumstances indicate that the Rules of Arbitration of the Stockholm Chamber of Commerce Arbitration Institute shall be applied to the procedure. In the latter case, the Institute must also determine whether the arbitration shall consist of one or three arbitrators.

However, clause 12.2 notwithstanding, Infobric shall always be entitled to request payment of overdue demands before a general court.

