ZENITEL – TERMS AND CONDITIONS
FOR SALE OF PRODUCTS AND SERVICES

These terms and conditions apply for all deliverables of products and/or services from Zenitel Norway AS and its subsidiaries (“Zenitel”) to Zenitel customers (the "Buyer"), unless otherwise is explicitly stated in writing from Zenitel.

1 PRICES
1.1 Prices quoted are delivery INCOTERMS 2020 FCA Zenitel warehouse, in accordance with the pricelist valid at date of order confirmation sent from Zenitel.

1.2 Prices are in EUR if no currency is specified.

1.3 Zenitel reserves the right to make price adjustments with a notice of 90 (ninety) calendar days. In case of direct cost increase, caused by incidents out of Zenitel’s control, Zenitel reserves the right to make immediate price adjustments if necessary.

2 PAYMENT TERMS
2.1 Normal payment term is payment in advance.

2.2 Invoices are issued upon delivery FCA INCOTERMS 2020.

2.3 Minimum invoice value exclusive of VAT and freight charges is EUR 100,-. Zenitel reserves the right to levy a handling charge on all orders of net value less than EUR 100,-.

2.4 A fee for invoices on paper will be charged.

3 DELIVERY
3.1 Terms of delivery are FCA Zenitel warehouse, INCOTERMS 2020.

3.2 Delivery times in quotations are not binding and subject to goods being available at the time of order.

3.3 The actual delivery time is informed in the order confirmation. The delivery time requires receipt of a fully clarified order with all relevant information. The delivery time may change if information, requirements, design etc. from Buyer changes.

3.4 The scope of delivery is confirmed in the order confirmation. The Buyer shall sign and return the order confirmation to Zenitel no later than one week after receipt of the order confirmation.

3.5 If no written confirmation is received latest 10 days after Buyer’s receipt of the order confirmation, Buyer shall be deemed to have accepted the scope of supply, prices, delivery time and all other conditions in the order confirmation.

3.6 No work on any order will be started before all agreed financial terms are met by Buyer, e.g. prepayment is received in Zenitel’s bank, information about Buyer is sufficient etc.
3.7 Any change requested few weeks prior to delivery will normally postpone the delivery time.

3.8 Late delivery does not entitle the Buyer to cancel the order.

3.9 Zenitel shall not be liable for any loss, damage, delays or expenses incurred during or resulting from delivery delays.

4 WAREHOUSE FEE

4.1 If Buyer fails to pick up the goods within 14 (fourteen) calendar days from confirmed "ready for pick up" notice, a warehouse storage fee will be charged. The current storage fee is EUR 100,- per m³ per week.

5 PACKING

5.1 Products will be delivered in standard export packaging, which shall be in a manner consistent with the usual and customary form of packaging for commercial shipment.

5.2 Packaging costs are normally included, but will be invoiced if special packaging is required i.e. wooden crates, seaworthy/airworthy packaging etc.

6 MARKING

6.1 Marking on shipments, boxes and pallets and information on order confirmations, proforma invoices, packing slips, packing lists etc. not within Zenitel's standard will be invoiced.

7 CANCELLATION AND CHANGE ORDER FEE

7.1 Zenitel reserves the right to charge a fee for cancellations or changing of orders according to the terms below.

7.2 Buyer may by written notice to Zenitel cancel the order in full or partly, whereupon Zenitel will confirm acceptance and cease the performance of the work and/or the delivery.

7.3 In case of cancellation of an order or for parts thereof, Buyer shall pay a cancellation fee according to the following schedule:

a) 30 (thirty) or more calendar days before delivery date: 50 (fifty) % of the order amount that relates to the cancellation.

b) Less than 30 (thirty) calendar days before delivery date: 75 (seventy-five) % of the order amount that relates to the cancellation.

7.4 Only Zenitel standard products can be subject to changes or cancellation once the order has been placed. Specially made products, modified standard products, products that have already been configured or built in or third party products cannot be changed or cancelled.

7.5 If there are unclear elements or disagreement on what the order amount is or what part of the order amount that relates to the cancellation, the percentage of the order amount shall be calculated from the prices for the product set out in Zenitel's pricelist.

7.6 In case the Buyer desires to change the scope of supply including but not limited to amendments in volume, type of supply, quality, delivery date or any other matter, less than 28 (twenty-eight) calendar days before agreed delivery date, Zenitel reserves the right to charge a fee according to the current valid price list.
7.7 Any cancellation or changes to orders are not regarded as validly made, until explicitly accepted and confirmed in writing from Zenitel.

8 RETENTION OF TITLE/SECURITY FOR UNPAID PURCHASE

8.1 To the extent applicable under law, all deliverables from Zenitel shall be covered by Retention of Title (“ROT”) including similar legislation (e.g. security for unpaid purchase).

8.2 All goods delivered by Zenitel will remain Zenitel's property until all debts owed to Zenitel by the Buyer, including any existing balances, are settled.

8.3 The Buyer is not entitled to sell or in any way transfer, process or join the goods with other items without Zenitel's explicit consent to do so, as long as the goods are comprised by the ROT.

8.4 If the Buyer defaults in payment, Zenitel has the right to take back goods that are comprised by the ROT and the Buyer is under obligation to return the goods to Zenitel. A recall of goods does not imply contract termination. The contract will in such cases be terminated only through Zenitel’s written confirmation.

8.5 Buyer is at Buyer’s own expense obligated to insure goods that are included in the ROT to the extent of damage, fire, thievery, water damage and similar events that may reduce the value of the goods.

9 LOSSES OR DAMAGE IN TRANSIT

9.1 Insurance of the product during transport shall be subject to FCA INCOTERMS 2020. Zenitel shall not be liable for any loss, damage, delays, costs or other expenses incurred during or resulting from transportation. In such case, the Buyer shall immediately give both Zenitel and the Buyer’s agent a written notice of the deviations to substantiate any resulting formal claim.

10 WARRANTY

10.1 Zenitel warrants that the product sold by Zenitel substantially confirm with said product’s written specifications for a period of up to 24 (twenty-four) months after shipment date FCA INCOTERMS 2020.

10.2 Delivered batteries are generally not covered by Zenitel's warranty terms.

10.3 When placing the purchase order the Buyer has an option to extend the 24 (twenty-four) months warranty time for a product at a separate charge. The details for this are found in the valid pricelist.

10.4 To the extent permitted by mandatory law, Zenitel shall not be liable for any other direct or implied warranties for products and/or services.

11 CLAIMS

11.1 Notice of claims related to delivery, damage to or defects of the products or services or lack in quantities or quality, shall be made to Zenitel by prompt written notice and no later than 30 (thirty) calendar days after receipt of the product and/or services. The claim must be registered either online at www.zenitel.com/customer-service/claims or on Return Merchandise Authorisation (“RMA”) form provided by Zenitel through claims@zenitel.com.

11.2 The product must have been properly stored, installed and used to claim under the warranty.
11.3 Zenitel shall not be liable for claims that can be related to accidental or improper use, wrong installation, work performed by uncertified technicians, or from other circumstances beyond Zenitel’s control.

11.4 The product shall be returned to Zenitel, subject to prior written consent from Zenitel, in the form of a RMA reference number (Return Merchandise Authorization). The product shall be returned immediately, and no later than 14 (four-teen) calendar days after RMA reference number has been received. Returned products in lack of such reference will not be accepted by Zenitel, and returned to Buyer at Buyer’s cost.

11.5 The cost of the return shipment is to be covered by the Buyer. Zenitel will cover the cost of shipment for replaced or repaired parts.

11.6 Zenitel decides whether a defective product or part thereof shall be replaced, returned to factory for repair or be repaired on board the vessel or on site.

11.7 If a defective product shall be returned to factory for repair or replacement, Buyer shall uninstall the product and reinstall it again after repair or replacement.

11.8 If repair/change of a product or parts thereof is to be done on board the vessel or on site, Zenitel shall approve by certification the company/technician doing the labour on behalf of Zenitel.

11.9 After the repair is done on board the vessel or on site, Zenitel will, based on the repair report, decide if the mentioned repair is a warranty matter or not. If it is a warranty matter, Zenitel will cover labour time up to 4 (four) hours, and spare products or parts to correct the fault. Service technician’s preparation, travelling time and travelling expenses, if any, are for the account of the Buyer.

11.10 If Zenitel has to deliver new products or parts to solve a warranty matter before the claimed product or part is received for inspection and acceptance, Zenitel will invoice the new product or part with standard order terms at shipment, and then issue a credit note when the defective product or part has been received by Zenitel and approved as covered by the warranty by quality department.

11.11 Repair or replacement of products or parts thereof in a configuration done by Zenitel during the warranty period has no effect on the expiration of the warranty for a complete project delivery, and does not give rise to a renewal or extension of the warranty period for the configuration.

12 REMOTE SERVICES

12.1 Zenitel will charge an hourly rate if remote support is requested by Buyer. The hourly rate is according to Zenitel’s price list.

13 ONSITE SERVICES

13.1 Zenitel will charge an hourly or daily rate if onsite service is requested by Buyer. The rates are according to Zenitel’s price list.

13.2 The service engineer attending the service will produce hour lists with a brief description of the work carried out every day. The service engineer will have the hours lists signed at the end of each working day.

13.3 Onsite working hours is 10 hours per working day. Sunday is a non-working day.
13.4 All travel and accommodation expenses will be invoiced including travel time.

13.5 Buyer’s shall assist with all services, personnel etc. required for Zenitel to perform the services.

13.6 Zenitel will invoice all hours used including any interruptions, waiting time etc. not attributable to Zenitel.

14 **AVAILABILITY OF SPARE PARTS**

14.1 Zenitel warrants availability of spare parts, meaning any item listed in Zenitel spare part price list.

15 **INTELLECTUAL PROPERTY RIGHTS**

15.1 All Intellectual Property Rights pertaining to the products belong to Zenitel and shall remain Zenitel’s sole property.

16 **SOFTWARE**

16.1 Terms and conditions of use of software are found in the ZENITEL END USER LICENSE AGREEMENT.

16.2 The ZENITEL END USER LICENSE AGREEMENT applies for products purchased under these terms and conditions of sale in the same way as if these terms had been a part of the terms and conditions itself.

16.3 Buyer is responsible for ensuring that the ZENITEL END USER LICENSE AGREEMENT is distributed to end customers.

16.4 When Buyer or Buyers customer has taken the product into use, the terms in the ZENITEL END USER LICENSE AGREEMENT shall be deemed to have been accepted by Buyer or Buyers customer.

16.5 Selected Zenitel products contain open source software.

16.6 New software versions may be released from time to time. Buyer is responsible for keeping the software up to date an all systems at any time at Buyers expense. Buyer is responsible for ensuring the that responsibility to update the software is communicated to Buyers customers.

17 **PRECEDENCE OF DOCUMENTS**

17.1 In case of inconsistencies or disagreements, precedence shall be given to documents in the following order:

a) mutual written and signed agreements between Zenitel and the Buyer, which clearly set out amendments or supplements to these terms and conditions and what these amendments or supplements are; then

b) the confirmation of the order from Zenitel; then

c) these terms and conditions.

18 **LIMITATION OF LIABILITY**

18.1 Except for gross negligence, wilful misconduct or other liability that cannot be excluded by mandatory law, Zenitel’s entire liability under these terms and conditions and under law including for negligence or under any indemnity or warranty, shall be limited to 100% of the amount, exclusive of VAT, other taxes and fees, actually paid or payable by the Buyer to Zenitel relating to the actual product and/or services that form the basis for the claim in the previous 12 month period, calculated from the date the Buyer informs Zenitel in writing of the claim.
18.2 Zenitel shall not be responsible to the Buyer for any loss of profits and/or indirect losses arising, such as but not limited to consequential damages, loss of data (including but not limited to business information), interruption of business or financial damages.

19 GOVERNING LAW AND LEGAL VENUE

19.1 All matters arising out of or relating to these terms and condition or the order, shall be governed and construed in accordance with the laws of Norway.

19.2 Disputes shall be exclusively settled through the courts of Norway, legal venue being Oslo District Court, without restriction each party’s right under applicable law to seek injunctive relief through other courts or jurisdictions.