

This Fingerprints Standard Terms and Conditions ("Terms") apply to sales of products ("FPC Products") by Fingerprint Cards AB and its affiliates ("Fingerprints") to a customer ("Customer").

1. FPC PRODUCTS

All sales of FPC Products are governed by the Terms unless a valid and applicable agreement exists between Fingerprints and Customer. FPC Products are hardware products, which may include software from Fingerprints ("FPC Software").

2. PURCHASE ORDER

A purchase order from Customer ("PO") is only valid after written confirmation by an authorized representative of Fingerprints. The PO shall include the product name, product number, number of units, invoicing address and Customer's preferred delivery date. The PO confirmation will include the scheduled delivery date.

3. TERMS OF DELIVERY

- Delivery terms are EXW, in accordance with INCOTERMS 2010, at the place stated by Fingerprints in the PO confirmation.
- All confirmed PO:s are non-cancellable by Customer.
- The scheduled delivery date is approximate and not subject to any warranty or representation.
- Fingerprints reserves the right to cancel a confirmed PO should (i) Customer fail to duly pay any outstanding invoice, (ii) Customer breach any of the Terms, (iii) Customer's financial status deteriorate, or (iv) Customer's ownership change with the involvement of a competitor to Fingerprints.

4. PRICE FOR FPC PRODUCT

- The price includes Fingerprints' standard packaging.
- The price is exclusive of any taxes, customs and other duties.
- Unless otherwise specified by Fingerprints in writing the price is in USD (United States Dollars).

5. PAYMENT

- Fingerprints will issue an invoice in accordance with the PO confirmation.
- Customer shall pay the invoice in advance of delivery, unless Fingerprints separately offers, a revocable, thirty (30) days' credit after credit approval of Customer.
- Any overdue payment shall bear interest from the date that the sum is due until payment is made in full at the rate of 1.5% per month.
- Payment shall not be offset or withheld on account of any claim by Customer against Fingerprints.

6. WARRANTY

Fingerprints warrants, during a period of twelve (12) months following the date of delivery, that the performance of FPC Products will be substantially in accordance with the applicable specification and that FPC Products will be free from defects in materials and workmanship. Fingerprints undertakes to replace, correct, or credit, at Fingerprints' option, such FPC Products found to be faulty, provided such fault is not caused by Customer, a third party, any interworking equipment, any fault or defect that is due to improper storage, use, operation, handling, accident, normal wear and tear, negligent use, tampering, failure to follow the instructions by Fingerprints, or any other circumstance not attributable to Fingerprints. The warranty set forth above does not apply to FPC Products that are sold as prototypes or engineering samples, for which Fingerprints assumes no responsibility whatsoever. The warranty granted herein is provided according to Fingerprints' current RMA (Return Material Authorization) process and only extends to Customer as a direct customer to Fingerprints and not to Customer's customers, suppliers, agents or representatives.

THE WARRANTY SET FORTH ABOVE IS THE ONLY WARRANTY AND REMEDY BY FINGERPRINTS WITH RESPECT TO FPC PRODUCTS AND NO OTHER REPRESENTATION, WARRANTY OR GUARANTEE OR REMEDY OF ANY KIND, WHETHER BY LAW OR CUSTOM, WRITTEN OR ORAL, EXPRESSED OR IMPLIED (INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, MERCHANTABLE QUALITY OR FITNESS FOR PARTICULAR PURPOSE, CONDITION OR DESIGN, CONFORMANCE WITH SAMPLE OR PRE-CONTRACT REPRESENTATIONS, OR WARRANTY OF NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS) SHALL APPLY.

7. SOFTWARE LICENSE

If any FPC Software is included in FPC Product it is licensed, not sold, by Fingerprints to Customer for use strictly under the following terms ("License"): (a) Use of FPC Software only with FPC Product for which FPC Software is intended. Use of FPC Software with any other hardware is explicitly prohibited. (b) Except as expressly permitted in this License or by applicable law, not to copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, create derivative works of, make available under an open-source license or disclose the source code to any third party of, FPC Software in whole or in part. (c) Use FPC Software in compliance with all applicable laws, including local laws. (d) Fingerprints and its licensors retain ownership of FPC Software and reserve all rights not expressly granted herein. Should Customer request support and maintenance service for FPC Software, commercial terms for such service shall be separately agreed.

8. RESTRICTED USE

FPC Products are not authorized for use, and no warranty is made with respect to use, in nuclear facilities, military products or applications, aircraft navigation or communication systems, air traffic control systems, life support machines or other equipment in which the use of FPC Products, including the failure of FPC Products, could lead to death, personal injury, or severe physical or environmental damage. Fingerprints disclaims any warranty or responsibility for such use, which shall be at Customer's sole risk.

9. FORCE MAJEURE

Fingerprints may reschedule the delivery date if its performance is prevented by any cause beyond its reasonable control, e.g. natural disasters, acts of war or terrorism, labor disputes, governmental restrictions, shortage of supply or similar events.

10. CONFIDENTIAL INFORMATION

All information designated by Fingerprints as confidential or clearly ought to be treated as confidential by Customer, including prices, prototypes and engineering samples ("Confidential Information") shall be governed under the existing non-disclosure agreement ("NDA") between Fingerprints and Customer, or if such NDA does not exist Customer agrees to (i) maintain the confidentiality of Confidential Information and not disclose or use such information in a manner contrary to the purpose hereunder and (ii) protect all Confidential Information with security measures and a degree of care that would apply to its own confidential information but not less than a reasonable care.

11. LIMITATION OF LIABILITY

In no event shall Fingerprints be liable to Customer for loss of production, loss of business or profit or any other indirect or consequential damages, whether or not Fingerprints could reasonably have foreseen the possibilities of such damages. The aggregate total liability of Fingerprints on all claims of any kind under the Terms shall not exceed the sum paid by Customer for the specific FPC Products giving rise to the claim sold within the twelve (12) months preceding the date of claim. No action arising out of any claimed breach or obligations under the Terms may be brought by Customer more than one (1) year after the cause of action has occurred.

12. EXPORT RESTRICTIONS

FPC Products, or finished products containing FPC Products, may be subject to regulations restricting export thereof. Customer agrees that it will not export any FPC Product directly or indirectly to any country or company to the extent export requires a license or other governmental approval under any export control laws or regulations without first obtaining such license or approval.

13. GOVERNING LAW AND ARBITRATION

The Terms herein will be governed by and construed in accordance with the laws of Sweden, without regard to its conflict of law principles. The provisions of the UN Convention on Contracts for the Internationals Sale of Goods shall not apply. The Terms shall take precedence over any conflicting terms and conditions provided by Customer to Fingerprints prior to or subsequently to Customer's purchase of FPC Products. All disputes arising out of or in connection with the Terms shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce in Stockholm, Sweden.



FINGERPRINTS