

TERMS FOR REPAIR OF USED EQUIPMENT

All orders placed with Norway Labs Inc. ("Norway Labs") will be governed by the following terms and conditions (the "Terms"). If for any reason the person or entity placing the order ("Customer") should fail to accept the Terms in writing, any conduct by Customer which recognizes the existence of a contract pertaining to the subject matter for which the Terms were proposed shall constitute acceptance by Customer of the Terms. Additional or different terms in Customer's forms, whether presented before or after the Terms, or any attempt by Customer to vary in any degree any of these Terms shall be deemed material and are objected to and rejected. Any such proposed terms shall be void and the Terms shall constitute the complete and exclusive statement of the terms and conditions of the contract between the parties and may hereafter be modified only by written instrument executed by the authorized representatives of both parties.

SERVICES

- Norway Labs offers a no charge evaluation policy on any equipment we repair that does not have a flat rate repair price associated with it. In either case, Norway Labs will contact the Customer to discuss any additional parts or labor that may be required to complete a repair. Services will be performed at Norway Labs, however, in some cases specially selected sub-contractors may be used to complete a repair.
- Flat repair pricing covers one (1) major unit failure, and a performance verification.
- If additional work not covered in the original estimate is needed to properly service the equipment, Norway Labs shall request Customer's approval of a revised estimate to cover the additional work. If Customer does not agree to the revised estimate, the additional work will not be performed, however any previously authorized work which has been performed will be charged to the Customer.

SHIPPING

- Customer is responsible for all shipping costs. All repaired equipment is shipped via air carrier or UPS, F.O.B. origin, unless Customer requests special arrangements. Norway Labs insures all shipments for the full cost of the merchandise unless the Customer requests a lower amount. Actual shipping and insurance charges are added to the invoice amount. It is the Customer's responsibility to contact the carrier promptly to report any shipping damage. Norway Labs is not responsible for equipment lost or damaged during transit.
- In the unlikely event that equipment is determined to be "un-repairable" by Norway Labs Inc., Customer is responsible for return shipping costs.
- If a Customer declines an estimate, Customer is responsible for return shipping to Customer.

WARRANTY

- Warranty covers parts and labor associated with the repaired failure. All repair work, whether done on a flat rate or time and materials basis, is warranted to meet manufacturer's specifications for a period of ninety (90) days on parts and labor.
- Equipment that Customer claims has been improperly or incompletely repaired and covered by the warranty above will be returned to Norway Labs for its determination as to the applicability of the warranty and any potential remedies.
- The warranty does not cover shipping or other portions of the unit not specifically replaced or adjusted during the repair process.
- The Customer shall assume all financial responsibility including shipping for the return of defective equipment.
- If Norway Labs receives a notice of a repair defect or nonconformance during the warranty period, Norway Labs will, at its option, correct any defect in materials or workmanship of repaired failure, replace the defective equipment, refund any amount paid for the defective repair services, or grant Customer a reasonable allowance on account.
- Repair service warranty does not include protection against loss or damage caused by fire, theft, disappearance, misplacement, reckless, abusive, willful or intentional conduct, or damage or loss occurring during shipment between Customer and Norway Labs.

EXCLUSIVE WARRANTY

- The warranties provided above are the only warranties applicable to the equipment. In the event of a defect in materials or workmanship, as exclusively provided above, Norway Labs shall repair, replace, grant a reasonable allowance, or provide a refund, in Norway Labs' sole discretion. **THERE ARE NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY DISCLAIMED. THE REMEDIES FOR BREACH OF WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE REMEDIES AND NORWAY LABS SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

REPLACEMENT PARTS AND MODULES

- Parts, modules and replacement parts used by Norway Labs may be new or reconditioned to like new performance. All parts, modules and products removed from Customer's equipment and replaced by Norway Labs shall become the property of Norway Labs.

UNCLAIMED EQUIPMENT

- Any equipment left in Norway Labs' possession for more than sixty (60) days from invoice date or for which the repair costs have not been paid in full within sixty (60) days from invoice date shall be deemed abandoned absent some alternative agreement in writing signed by Norway Labs. Upon the expiration of the sixty days, Norway Labs reserves the right to recover unpaid balances, storage costs, and/or repair costs by any means necessary, including sale of the equipment to a third party pursuant to Oregon Revised Statutes 87.152 and 87.166 – 87.206. Norway Labs shall have no liability for the sale of such equipment, as set forth in the Limitation of Liability section below.

PAYMENT

- We accept cash, money order, VISA, MasterCard, Discover, and upon prior approval only, checks. For payments made by cash or check, items will not be shipped until the total amount owed, including shipping and any premium insurance is received by Norway Labs. If you have any questions regarding your order, please call your Norway Labs sales representative. Please allow 10 days for processing personal checks.
- Credit accounts (net 30 unless otherwise provided on the price quotation) are granted only to commercial Customers with qualifying credit verification.
- Norway Labs may change credit or payment terms at any time should the Customer's financial condition or previous payment record so warrant.
- Payment from non-US Customers shall be by wire transfer to Norway Labs' bank prior to any shipping.

LIMITATION OF LIABILITY

- In no event shall the liability of Norway Labs for breach of any contractual provision relating to the equipment, for negligence, breach of warranty or any other cause of action, however designated, exceed the cost of repair of the equipment quoted herein. In no event shall Norway Labs be liable for any special, incidental or consequential damages arising out of the repair of any equipment, including but not limited

to any loss of profits or production by Customer. Any action against Norway Labs arising out of or related to the repair of any equipment must be commenced within one year after Norway Labs ships the equipment.

TAX LIABILITY

- Customer shall be responsible for any and all use, sales or similar taxes or assessments levied by local, state, or federal government taxes related to the repair of equipment.

EXCUSABLE DELAY

- Norway Labs shall not be liable for failure to perform or for delay in performance due to any cause beyond its reasonable control, including but not limited to fire, flood, strike or other labor difficulty, act of God, any legal proceeding, act of any governmental authority, act of Customer, war, riot, sabotage, civil disturbance, embargo, fuel or energy shortage, wreck or delay in transportation, major equipment breakdown, inability to obtain necessary labor, materials or manufacturing facilities from usual sources, or any act, delay or failure to act of Norway Labs' suppliers and subcontractors of any tiers beyond Norway Labs or such supplier's or subcontractor's reasonable control. In the event of delay of performance due to any such cause, the date of shipment or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.

INTELLECTUAL PROPERTY

- Norway Labs shall retain all rights, title, and interest in and to any patent, copyright, trade secret, design right or other intellectual property right, including but not limited to, any technical information, know-how, drawings and specifications supplied by Norway Labs or relating to the equipment. All such information shall be kept confidential by Customer and shall not be used by Customer for any purpose other than using the equipment, and shall not be disclosed to any third party without the written consent of Norway Labs.

NOTICES

- All notices and communications required or permitted hereunder shall be in writing and may be given in person, by courier or other expedited delivery service, electronic transfer (e-mail or fax) or by registered or certified mail, return receipt requested, postage prepaid. All notices given by registered or certified mail as set forth above shall be deemed given and made on the third business day after deposit in the mail; all other notices and communications shall be deemed given and made upon receipt by the addressee. Electronic signatures will be treated as originals.

GOVERNING LAW

- The Terms shall be governed by and construed in accordance with the laws, excluding conflicts of laws, of the State of Oregon, including without limitation its Uniform Commercial Code.

JURISDICTION

- Any action or proceeding seeking to enforce any provision of, or based on any right arising out of these Terms will be brought against any of the parties in Washington County Circuit Court of the State of Oregon, or, subject to applicable jurisdictional requirements, in the United States District Court for the District of Oregon, and each of the parties consents to the jurisdiction of such courts (and appropriate appellate courts) in any such action or proceedings and waives any objection to such venue. Such jurisdiction and venue shall be exclusive.

SEVERABILITY

- If any provision of these Terms is invalid or unenforceable in any respect for any reason, the validity and enforceability of the remaining provisions of these Terms will not in any way be impaired.

NON-WAIVER

- No waiver of any breach of any condition, covenant or term shall be effective unless it is in writing and accepted by Norway Labs. Norway Labs' failure to insist on performance of any term or condition or to exercise any right or privilege shall not constitute a waiver or acceptance.

ATTORNEY FEES

- If any arbitration, suit or action is instituted to interpret or enforce the provisions of these Terms, the prevailing party will be entitled to recover such amount as the court may adjudge reasonable as attorney's fees, as well as all other amounts provided by law, and all other fees, costs, and expenses of initiating such arbitration, suit or action as well as any fees, costs, and expenses on appeal or review.