

Terms and conditions 2018

Additional terms for Atea Denmark Global Deliveries

The following terms are additional to Atea's general terms and conditions when the deliveries are global deliveries.

1. Standard delivery

Goods will be delivered DAP (Delivered At Place) according to Incoterms 2010, which is standard Incoterms for global deliveries. Atea pays for carriage to the named place, except for costs related to import clearance. Atea also assumes all risks prior to the point when the goods are ready for unloading by the buyer. The total cost for freight is debited on the same invoice as hardware and related services.

Customer is responsible for handling customs clearance and all payments regarding import duties and taxes, as well as all other import related costs.

2. Licenses and authorizations

Customer is responsible for any and all necessary import licenses/authorizations, hereunder the procuring of all documents necessary to support and assure that the import declaration is authentic.

Atea is responsible for any and all necessary export licenses/authorizations, hereunder the procuring of all necessary certificates.

Atea is also responsible for the process of exporting goods classified as "dual use" (goods, software and technology able to be used for both civilian and military applications). However, by the request of Atea, Customer is obligated to provide signed End User Statement.

A shipping invoice must follow the goods. Atea is responsible for providing the shipping invoice. By the request of Atea, customer is obligated to provide any relevant shipping information as well as stating a contact person at delivery site.

3. Guarantees

Customer guarantees, that:

(i) Customer will not transfer, export, or re-export any goods acquired from Atea to the T6 countries and

additional countries listed by OFAC (Office of Foreign Asset Control, U.S Department of Treasury); Cuba, Iran, North Korea, Libya, Sudan, Syria, Balkans, Burma (Myanmar), Iraq, Liberia, and/or Zimbabwe, or any nationals thereof, or to any other country subject to restriction under applicable laws and regulations or a national or resident of any such country.

(ii) Customer will not use the goods in any activity related to the development, production, use, or maintenance of "Weapons of Mass Destruction", including without limitation, uses related to nuclear, missile, and/or chemical/biological development and that Customer will not transfer, export, or re-export to any party engaged in any such activity.

(iii) Customer will not transfer, export, or re-export to any party listed as prohibited from receiving goods by the U.S. Government of prohibited by applicable law and that Customer is not on, or under control of anybody on, any such list.

(iv) Customer complies with all applicable regulations and restrictions whenever Customer transfers, exports, or re-exports goods acquired from Atea.

(v) Customer declares that all goods acquired from Atea will be handled according to European (E.U.) legislations and regulations involving the handling of Electronic Scrap Waste(s), C.R.T. holding electronic material waste, and adapting to the EU WEE directive (Waste Electrical and Electronic Equipment).

(vi) Atea have the possibility to supplement this agreement with limitations to which countries Customer can sell products acquired from Atea. Customer shall be informed of such limitations in writing and the limitations apply for goods purchased after receipt of such notice.

(vii) Atea have the right to once a year perform an independent audit to ascertain that Customer adheres to the above restrictions. Audit shall be conducted in such a way that it has minimum impact on Customer's business.