

1 Application

Unless otherwise agreed in writing, these General Terms and Conditions for Teracom IRD Testing shall apply to an order of a test ("the Test") provided to Teracom AB hereinafter "Teracom" by a natural or legal person known as "the Customer".

The Test will be conducted on an Integrated Receiver Decoder, i.e. a DVB Demodulator chip or a DVB Receiver ("Test Object") to be supplied by the Customer.

2 Order of Test

To enable Teracom to conduct the Test, a written order referred to as "the Purchase Order", provided by Teracom, must be signed by the Customer, with these General Terms and Conditions being an integrated part of the Purchase Order.

The order shall be made in writing by the Customer on a Purchase Order form, signed by an authorised person from the Customer's company, and sent to Teracom by email to irdtest@teracom.se

The Purchase Order shall clearly state what type of test services that is to be performed by Teracom.

After reception and acceptance of the Purchase Order, Teracom will send a confirmation of the order to the Customer by email.

3 Supply of the Test Object

The Customer shall supply Teracom with the Test Objects free of charge to Teracom.

It is the Customer's responsibility to organise the transportation and delivery of two (2) samples of the Test Object to Teracom's test facilities. If the Test Object is an iDTV (Integrated Digital TV set) the Customer is required to deliver only one (1) sample.

Teracom will check visually the condition of the samples upon reception and signal possible deteriorations to the Customer as soon as possible.

Prior to testing, the samples will be stored by Teracom in a secure and locked area.

3.1 Transport

3.1.1 Address of Teracom

The Test Object and all documents pertaining to transport and/or customs shall be addressed to:

*Teracom AB
Att: IRD Test
Esplanaden 9 C
SE-172 67 Sundbyberg
Sweden*

3.1.2 Notification

Information about the AWB number and forwarding agent, as well as an electronic copy of a *pro forma* invoice, shall be sent by email to irdtest@teracom.se

3.2 Customs documents

The customs documents, including the following, shall accord with the delivery in question:

- Shipping note,
- *Pro forma* invoice that states the value of the Test Object, as well as any serial number or other designation.

The articles sent shall be marked "For test."

All documents shall be sent with the Test Object.

The provisions regarding customs documents in this section 3.2 shall apply only to Customers outside of the European Union (EU).

3.3 Return of Test Object

If agreed that the Test Object shall be returned to the Customer after the completion of the Test then the following conditions shall apply:

- Transportation for return of Test Object will be charged to the Customer or handled by a transport contractor specially appointed by the Customer.
- The Customer shall bear the risk and expense of any import expenses and return freight fees, unless otherwise agreed.

3.4 Insurance

The Customer shall determine whether or not to insure the Test Object.

4 Provision of services

4.1 Test specifications

The tests will be conducted according to the latest version of the test specification related to the Test ordered by the Customer, as stated on the Purchase Order form.

If the Customer shall supply, or furnish specifications for, the Test, and it has been agreed in the Purchase Order that the Test shall be conducted according to those specifications, the Customer shall be responsible for the content and accuracy of the specifications.

4.2 Test Report

The result of the testing of the Test Object received will be described in a Test Report.

Teracom warrant only that the Test shall be conducted according to the agreed specifications. Teracom does not warrant that the Test Object shall work in the intended application or environment.

The Test report will be sent to the Customer as soon as the Test has been completed and Teracom has received full payment of the invoice.

The Test Report shall not under any circumstances be published, copied or redistributed in whole or parts in any form to any third party, without the written permission of Teracom.

5 Fees and Payment

5.1 Prices

Services are invoiced according to the prices in effect when the order is placed. The price is stated in the Purchase Order form.

Testing of the Test Object shall be done for a fixed, agreed price.

Consulting services and partial Re-tests are however implemented on open account at an agreed hourly rate.

5.2 Payment

Payment shall be made within 30 days as per Teracom invoice.

Note that the Test Report will not be sent to the Customer until Teracom has received full payment of the invoice.

5.3 Delay in payment

In the event of a delay in payment, the Customer shall pay Teracom penalty interest according to Swedish law applicable at that time, on claims with previously determined due dates.

In addition to penalty interest, the Customer shall also pay compensation for demands for payment, collection costs, etc, according to applicable Swedish law.

Further, in the event of a delay in payment, Teracom also has the right to withhold the delivery of the Test Report to the Customer.

5.4 VAT

All prices are stated exclusive of VAT or other indirect taxes.

6 Assignment

Neither party shall be entitled to assign its rights and/or obligations to a third party without the written consent of the other party.

7 Force Majeure

A party's obligations according to these General Terms and Conditions shall apply provided that fulfilment of an obligation is not prevented, or made unreasonably difficult, by circumstances beyond that party's control, and which that party could neither have reasonably expected, nor could have reasonably avoided or overcome.

In order for a party to be able to assert a ground for release, that party must have informed the other party, without undue delay, of the existence of circumstances that can be used as the ground for release.

The ground for release shall result in the release of a party from having to perform its obligations at an agreed time, and continuing as long as the obligation must be postponed as a result of the existing ground for release.

8 Non-disclosure

The parties agree to observe confidentiality, and not to disclose to any third party information of a confidential nature obtained. The duty of confidentiality shall apply as long as Swedish law allows.

Confidential information includes information about circumstances related to the business, operations and defence preparedness of existing or future facilities, products and services, finances, personnel, etc. Confidential information could be communicated orally or in writing. Written information needs not be marked "Confidential" or bear any other similar designation in order for the provisions of this to apply.

Confidential information may not be divulged further to a third party without the source of the information having been contacted in advance.

This shall not apply to information that:

- is presently accessible, or which will become accessible, to the public without any breach of these General Terms and Conditions,
- has been published in writing by a party regarding its own business,
- is legally obtained from third parties.

Each party shall, upon the request of the other party, immediately return confidential information, together with all copies, to that other party.

9 Infringements

The Customer shall indemnify Teracom against loss, damage or other liability that may affect Teracom as a result of:

- Infringement of copyrights, patents or other intangible rights or rights belonging to a third party.

The Customer's undertaking shall apply on condition that:

- Teracom has sent the Customer written notification of claims presented or legal actions commenced against Teracom,
- The Customer may on its own, and at its own expense, assert its legal rights and negotiate settlements or engage in mediation.

10 Damages

Subject to the following limitations, each party shall be liable for the damage it causes the other party.

A party shall be liable only for the direct damage it causes the other party, subject up to an aggregate limit for damages for all breaches of contract of ten thousand euros (EUR 10,000).

No compensation shall be paid for indirect damage.

This limitation of liability shall not apply, however, in cases of gross negligence or intentional acts.

In order not to lose its right to receive compensation for damage or loss, a party shall present any claim for damages to the other party no later than three (3) months after the party sustaining the damage has become, or should have become, aware of the action or omission on which the claim for damages is based.

11 Disputes

Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.

The arbitral tribunal shall be composed of three arbitrators.

The seat of arbitration shall be Stockholm.

The language to be used in the arbitral proceedings shall be English.

This contract shall be governed by the substantive law of Sweden.