**Valid from March 1, 2015**

# JLT MOBILE COMPUTERS
# GENERAL TERMS AND CONDITIONS

## 1 PREAMBLE

1.1 These General Terms and Conditions (the "GTC") shall apply when JLT Mobile Computers Sweden AB or JLT Mobile Computers, Inc., as applicable, (hereinafter referred to as "JLT") and a Customer agree thereto in writing by reference by JLT in a value-added reseller agreement or a specific delivery contract or an order confirmation (hereinafter referred to as the "Contract"). When the GTC apply to a Contract, any deviations from the GTC must be agreed in writing between JLT and the Customer.

1.2 The products to be supplied to the Customer under the Contract are hereinafter referred to as the "Products". Any professional services to be provided to the Customer under the Contract are hereinafter referred to as the "Services".

## 2 ORDERS, DELIVERY TERMS, ETC.

2.1 Orders for Products and/or Services are binding upon JLT and the Customer when accepted by JLT in a Contract signed by JLT. After such Contract has been issued by JLT, the order cannot be cancelled or changed by the Customer other than after written approval thereof by JLT.

2.2 All deliveries made under these GTC, shall be made Ex Works (EXW, (Incoterms 2010), the JLT premises specified in the Contract. JLT will further administer shipping of the Products, at the Customer's risk and expense. All risk of loss or damage to the Products will pass to the Customer upon delivery according to the above delivery terms.

2.3 JLT shall deliver the Products and/or Services on the date of delivery specified in the Contract (the "Date of Delivery"). The Date of Delivery is conditional upon JLT's approval of the Customer credit and subject to delays beyond JLT's control.

2.4 If JLT anticipates that it will not be able to deliver the Products and/or Services on the Date of Delivery, JLT shall forthwith notify the Customer thereof in writing, stating the reason, and, if reasonably feasible, a new date of delivery.

## 3 PRICES AND PAYMENT TERMS

3.1 The prices and payment terms for the Products and/or Services are set out in the Contract. If payment terms are not stated in the Contract, payment shall be made by Customers with JLT approved credit rating net 30 days after the date of JLT's invoice. For Customers without JLT approved credit rating, Products and Services are to be paid in full, or be secured by irrevocable and confirmed letter of credit, by the Customer prior to JLT's delivery for shipment.

3.2 All prices are exclusive of shipping charges, customs duties, VAT and any other taxes and shall be paid by the Customer in addition to the price for the Products and/or Services.

3.3 If the Customer fails to pay on the due date, JLT shall be entitled to interest at an annual rate of fifteen (15) percent or, if lower, the highest interest on late payment permitted in the jurisdiction of the Customer), from the due date to the date when payment is received.

3.4 JLT shall have the right to setoff against any sum otherwise due to any Customer by JLT any sums or amounts then due from such Customer and/or its affiliates to JLT.

3.5 In case of late payment, or in case JLT has reasonable doubts at any time as to Customer's financial capacity, JLT may suspend its performance of the Contract until payment is received.

## 4 RETENTION OF TITLE

4.1 The Products shall remain the property of JLT until paid for in full to the extent that such retention of title is valid under applicable law. Customer shall at the request of JLT assist in taking any measures necessary to protect JLT's title to the Products in the country concerned. The retention of title shall not affect the passing of risk to the Customer under the delivery terms stipulated in Section 2.

## 5 LOSSES AND CLAIMS

5.1 In the event of loss or non-delivery of the Products, the Customer must notify JLT in writing within 30 days of receipt of JLT's notice of dispatch.

5.2 The Customer shall confirm receipt of all deliveries of Products made by JLT. If, upon receipt, any Product packaging is damaged, the Customer shall notify this to the carrier service in connection with confirmation of receipt. Customer is required to inspect all Products promptly upon receipt, and any damaged Products, including DOA (Dead on Arrival) Products, must be notified to JLT within 48 hours of receipt. Such notification shall include a short description of the defects at hand.

5.3 Any claims relating to damage, loss or non-delivery of Products must be made in writing and include the relevant order number and invoice number.

## 6 LIMITED WARRANTY

6.1 JLT provides a warranty for all of JLT's Products, as further detailed in the document "JLT Limited Warranty", which can be further reviewed on JLT's web page www.jltmobile.com. The warranty is limited as detailed in the "JLT Limited Warranty" document.

6.2 THE "JLT LIMITED WARRANTY" IS THE ONLY WARRANTY BY JLT WITH RESPECT TO THE PRODUCTS AND NO OTHER WARRANTY OF ANY KIND, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, SHALL APPLY.

## 7 LIABILITY FOR DAMAGE CAUSED BY THE PRODUCTS

7.1 During the period set out in the "JLT Limited Warranty" document, JLT will indemnify and hold harmless the Customer from claims, suits or actions made against the Customer by third parties based upon bodily injury (including death) or damage to property caused by defects in the Products, but only if and to the extent that the Customer is liable for such bodily injury or property damage under relevant laws, JLT has acted negligently and such negligence has directly caused the injury or damage; provided that the Customer will promptly advise JLT in writing of any notice or claim of such injury or damage and of the commencement of any suit or action for such injury or damage received by or brought against the Customer. JLT shall have the right to undertake at its own expense the defence of any such claim, suit or action. The Customer shall not be authorized to settle any such claim, suit or action or to make any admission which may be prejudicial to the interest of JLT without the prior written consent of JLT.

7.2 Notwithstanding the provisions of this Section 7, the liability of JLT for bodily injury (including death) or damage to property shall only apply to the extent that indemnity for the injury or damage may be payable from a product liability insurance maintained by JLT.

## 8 SERVICES AND THE PERFORMANCE THEREOF

8.1 JLT and the Customer may from time to time enter into Contract(s) including the provision of Services by JLT to the Customer. In such event, the Contract shall include a statement of work (each a "Statement of Work") describing in reasonable detail the contents, scope, and purpose of the Services to be provided, any timetable for the performance of the Services, any agreed specifications and deliverables and the fees for such Services. Each Statement of Work may also include such additional information as the parties may agree, including, to the extent applicable, the rules governing any acceptance test to be carried out prior to acceptance of the Services.

8.2 The Services shall be performed in a good and workmanlike manner by qualified personnel consistent with recognized professional standards practiced in JLT's industry.

8.3 The Services set forth in a Statement of Work may not be changed unless agreed to in writing between the parties in an amendment thereto. The Customer agrees that the timetable for performance of the Services, the fees for the Services, the agreed specification, and the deliverables shall be adjusted to the extent reasonably necessary to accommodate any agreed upon changes to the Services.

8.4 The Customer shall cooperate with JLT in the performance of the Services and shall provide JLT with the information, feedback, instructions, equipment, access to premises, etc. necessary to enable the timely performance of the Services by JLT in the manner provided in each Statement of Work. The Customer shall be responsible for the completeness and accuracy of all information, data and material provided by or for the Customer to JLT.

8.5 JLT shall be responsible for the management and performance of the Services, subject to the Customer's obligations set forth in this Section. Notwithstanding the foregoing, JLT may, in its discretion, appoint sub-contractors for the performance of the Services; provided, however, that JLT shall remain liable for work performed by such sub-contractors.

8.6 An error or deficiency shall exist in the Services where the Service

deliverable materially deviates from the agreed specification for such deliverable. Errors or deficiencies shall be corrected by JLT free of charge and as soon as reasonably practicable following notice from the Customer; provided that such notice contains detailed information concerning the manner in which the error or deficiency manifests itself and such notice has been received by JLT not later than two (2) months after the relevant deliverable has been delivered to the Customer. JLT shall have no obligation to correct any error or deficiency in the deliverable if notice of the error or deficiency is not received by JLT within such two (2) month period. JLT shall not be liable for errors and/or deficiencies in the Services which are due to: (i) incorrect use by the Customer; (ii) alterations of the Services made by the Customer without the prior written consent of JLT; or (iii) documentation, information and specifications which were provided by the Customer.

8.7 If JLT fails to correct an error or deficiency in the Services within a reasonable period of time following its receipt of notice thereof, the Customer shall be entitled to a refund of such amount of the fees paid by the Customer in respect of the relevant Service deliverable which corresponds to the loss of functionality caused by such error or deficiency.

8.8 The Customer's sole and exclusive remedy for any errors or deficiencies in the Services is as provided in this Section 8. The Customer shall not be entitled to damages, rescission, or any other remedy in respect of errors or deficiencies in the Services.

**9 USE OF THE PRODUCTS AND SERVICES**

9.1 It is expressly understood that JLT disclaims any and all liability for the Customer's actual or intended use of the Products and Services. The use of the Products and/or Services may at all times be subject to any third party intellectual property rights, including copyright.

9.2 The Customer will indemnify and hold harmless JLT from claims, suits or actions made against JLT by third parties based upon Customer's use or disposition of the Products and Services; provided that JLT will promptly advise the Customer in writing of any notice or claim of damage and of the commencement of any suit or action for such damage received by or brought against JLT. The Customer shall in such event have the right to undertake at its own expense the defence of any such claim, suit or action in the name of JLT. JLT shall not be authorized to settle any such claim, suit or action or to make any admission which may be prejudicial to the interest of the Customer without the prior written consent of the Customer.

**10 INTELLECTUAL PROPERTY RIGHTS AND PROPRIETARY INFORMATION**

10.1 Unless otherwise set out in the Contract, all intellectual property rights, such as patents, copyrights (in software and otherwise), trademarks and all inventions, know-how, trade secrets, and confidential, technical and non-technical information, held or developed by JLT shall remain the sole and exclusive property of JLT.

10.2 Any information marked or identified as "confidential," "proprietary" or with a similar marking that one party supplies to the other is the confidential information of the disclosing party. The party receiving the information has no rights or interests of any kind in such information, except as otherwise expressly agreed to in writing by the parties. The party receiving the information shall not disclose such information to others or allow others to use such information, except with the expressed written consent of the disclosing party.

**11 INTELLECTUAL PROPERTY INFRINGEMENT**

11.1 Subject to the Limitation of Liability in these GTC, JLT will defend, at its expense, any claim or suit brought against Customer alleging that any Products furnished hereunder infringe a patent, copyright or other intellectual property right in Sweden or the country of the Customer, and shall pay all costs and damages finally awarded, provided that JLT is given prompt written notice from the Customer of such claim and is given information, reasonable assistance and sole authority to defend or settle the claim.

11.2 In the defence or settlement of the claim, JLT may obtain for the Customer the right to continue using the Products, replace or modify the Products so that it becomes non-infringing or, if such remedies are not reasonably available, grant Customer a credit for the purchase price for the Products as depreciated and accept their return.

11.3 JLT shall not have any liability if the alleged infringement is based upon (i) the use of the Products for any purposes other than those specified by JLT, (ii) Products manufactured to Customer's design or specifications, (iii) the use of the Products in combination with other products or devices not furnished by JLT, regardless of whether such products or devices are installed in the Products or used in combination with the Products. JLT disclaims all other liability for patent and copyright infringement, including any direct, incidental or consequential damages.

**12 EXPORT CONTROL REGULATIONS**

12.1 The Products and Services are subject to all applicable export, re-export, and import regulations in any applicable country, including without limitation the United States Export Administration Regulations and the United States International Traffic in Arms Regulations, and the Customer hereby agrees that the Products and Services are not intended to be exported, either directly or indirectly, to any embargoed countries, denied parties, nor used for or in support of any prohibited activities.

12.2 In the event the Customer exports the Products or Services from the country to which they were first delivered, then the Customer assumes the responsibility for compliance with all applicable export and re-export regulations, including any and all fees and any penalties.

**13 COMPLIANCE WITH LAWS**

13.1 Except to the extent otherwise specifically agreed to in writing by the parties, the Customer shall be solely responsible for the receipt, installation, use and maintenance of all Products, and JLT shall have no obligation or responsibility of any kind with respect thereto. The Customer shall comply with all laws and regulations governing the purchase or license, installation or use of Products, including, without limitation, obtaining all licenses, permits and registrations.

**14 FORCE MAJEURE**

14.1 Each party shall be excused from fulfilment of any obligations (except payment obligations) under the Contract to the extent that and for so long as such fulfilment is prevented or delayed by an industrial dispute or any other cause beyond its reasonable control, such as, but not limited to, riots; floods; war; warlike hostilities; fires; embargo; shortage of labour, power, fuel, means of transportation or common lack of other necessities or delayed delivery from any supplier caused by any such event on the supplier's behalf. The occurrence of any such event shall be promptly notified to the other party.

14.2 If by reason of any of the aforementioned circumstances, the fulfilment of the Contract becomes impossible for more than ninety (90) consecutive days, either party shall be entitled to terminate the Contract by written notice to the other party.

**15 ASSIGNMENT, ETC**

15.1 Customer may not assign, in whole or in part, these terms or any of its rights hereunder without JLT's prior written consent. JLT may assign its right and obligations under these terms to a third party without prior notice to Customer. Upon such an assignment, JLT will no longer be responsible for any performance obligations under these terms or for any other liability associated with these terms and Customer hereby consents to such assignment.

15.2 In the event that any portion of these terms is determined in any suit or proceeding to be invalid or unenforceable, such determination shall not affect the remaining terms, all of which shall remain valid and enforceable.

**16 LIMITATION OF LIABILITY**

16.1 JLT'S LIABILITY VIS-À-VIS THE CUSTOMER FOR THE SALE OF THE PRODUCTS AND SERVICES AND OTHERWISE UNDER THESE GTC SHALL UNDER ALL CIRCUMSTANCES BE LIMITED TO THE PURCHASE PRICE FOR THE PRODUCTS OR SERVICES TO WHICH THE CLAIM RELATES AND PAID BY THE CUSTOMER HEREUNDER. IN NO EVENT (TO THE EXTENT PERMITTED UNDER APPLICABLE LAW) SHALL JLT BE LIABLE TO THE CUSTOMER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOST DATA, LOST, LOST CONTRACTS, LOST PRODUCTION OR PROFIT, LOSS OF USE, OR FOR ANY OTHER ECONOMIC OR INDIRECT LOSS WHATSOEVER IN RESPECT OF THE SALE, PURCHASE, USE OR DISPOSITION OF THE PRODUCTS, （WHETHER FOR BREACH OF CONTRACT, TORT, NEGLIGENCE OR OTHER FORM OF ACTION), AND IRRESPECTIVE OF WHETHER JLT HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

**17 APPLICABLE LAW AND DISPUTE RESOLUTION**

17.1 For Products or Services sold or provided by JLT Mobile Computers Sweden AB, these GTC and every Contact to which the GTC apply shall in all respects be governed by and construed in accordance with the substantive laws of Sweden as such laws are from time to time in effect.

17.2 For Products or Services sold or provided by JLT Mobile Computers, Inc., these GTC and every Contact to which the GTC apply shall in all respects be governed by and construed in accordance with the substantive laws of the State of Arizona, USA, without regard to its conflict-of-laws rules.

17.3 The rights and obligations of the parties under these GTC and any Contract shall not be subject to or governed by the United Nations Convention on Contracts for the International Sale of Goods.

17.4 For Products and/or Services sold or provided by JLT Mobile Computers Sweden AB, all disputes arising out of or in connection with these General Terms and any Contract shall be finally settled under the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. Should the amount of dispute be less than EUR 50,000, the Institute's rules for expedited procedure shall be used. The arbitration proceedings shall be held in Stockholm, Sweden and shall be conducted in the English language.

17.5 For Products and/or Services sold or provided by JLT Mobile Computers, Inc., the Customer submits to the sole and exclusive jurisdiction of the Arizona state and federal courts in relation to disputes arising out of or in connection with these General Terms and any Contract. The Customer hereby consents to venue in such courts and agree not to object on the grounds the venue for the resolution of any dispute is inconvenient.