

These Precise Terms and Conditions ("Terms") govern all sales of products ("Products") by Precise Biometrics AB and its affiliates ("Precise") to a customer ("Customer"), unless a valid and applicable agreement exists between Precise and Customer. Products consist of hardware ("Hardware") and may include software provided by Precise ("Software").

1. PURCHASE ORDER

A purchase order from Customer ("PO") is valid only when confirmed in writing by an authorized representative of Precise. The PO must include the product name, product number, quantity, billing address and requested delivery date. The PO confirmation will state the scheduled delivery date. These Terms and the PO confirmation constitute the entire agreement regarding the purchase, superseding all prior communications.

2. TERMS OF DELIVERY

- a) Delivery terms are EXW (Incoterms 2020) at the location specified in the PO confirmation.
- b) Confirmed POs may not be cancelled by Customer.
- c) Delivery dates are estimates only and are not guaranteed.
- d) Precise may cancel a confirmed PO if Customer fails to pay any outstanding invoice, breaches these Terms, its financial condition deteriorates, or it undergoes a change of ownership involving a Precise competitor.

3. PRODUCT PRICE

- a) Prices include standard packaging.
- b) Prices are exclusive of any taxes, customs and other duties.
- c) Unless otherwise specified by Precise in writing, all prices are in USD.

4. PAYMENT

- a) Precise will issue an invoice in accordance with the PO confirmation.
- b) Payment shall be made in advance unless Precise has granted credit terms in writing. Standard credit terms are thirty (30) days net from invoice date.
- c) Overdue amounts shall accrue interest at 1.5% per month from the due date until paid in full.

5. WARRANTY

Precise warrants for twelve (12) months from delivery that Products will perform substantially in accordance with their applicable specifications and that Hardware will be free from defects in materials and workmanship. Precise shall, at its option, repair, replace, or credit defective Hardware and provide a corrected or updated version of defective Software. This warranty does not apply to defects resulting from Customer or third parties use with non-approved products or services, improper installation, operation, maintenance or use, unauthorized modification, repair, or tampering, failure to follow Precise's instructions or documentation, or any cause not attributable to Precise. The warranty also excludes prototypes, beta versions, evaluation units, engineering samples, and other pre-production units.

THE FOREGOING WARRANTY IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND REPLACES ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR CONFORMANCE TO SAMPLE OR PRE-CONTRACT REPRESENTATIONS.

6. SOFTWARE LICENSE

If Software is included in a Product, it is licensed, not sold, to Customer solely for use with the Product for which it is intended. Customer shall not, except as permitted by applicable law, copy, modify, reverse engineer, decompile, disassemble, attempt to derive or disclose the source code, create derivative works, or make the Software available under an open-source license. Customer shall use the Software in compliance with all applicable laws. Precise and its licensors retain ownership of the Software and all rights not expressly granted. Any support or maintenance services shall be separately agreed.

7. RESTRICTED USE

Products are not designed or authorized for use in nuclear facilities, military applications, aircraft navigation or communication systems, air traffic control systems, life support machines, or other safety-critical applications where failure could cause death, personal injury, or significant property or environmental damage. Any such use is at Customer's sole risk, and Precise disclaims all liability and warranties related thereto.

8. FORCE MAJEURE

Precise may delay performance or delivery to the extent prevented by events beyond its reasonable control, including natural disasters, war, terrorism, labor disputes, pandemics, supply chain disruptions, governmental actions, customs delays, tariffs, or trade restrictions.

9. CONFIDENTIAL INFORMATION

All information designated by Precise as confidential or clearly ought to be treated as confidential by Customer ("Confidential Information") shall be governed by any existing non-disclosure agreement ("NDA") between Precise and Customer. In the absence of an NDA, Customer shall (i) keep Confidential Information confidential, (ii) use it solely for the purpose contemplated herein, and (iii) protect it with at least reasonable care.

10. LIMITATION OF LIABILITY

Precise shall not be liable for any loss of production, profits, business, or any indirect, incidental, special, or consequential damages. Precise's aggregate liability arising under these Terms shall not exceed the amount paid for the specific Products giving rise to the claim during the twelve (12) months preceding the claim. Any claim must be brought within one (1) year after the cause of action arose.

11. EXPORT RESTRICTIONS

Customer shall comply with all applicable export control laws. Customer shall not, directly or indirectly, export or transfer any Product (or product incorporating it) without advance governmental authorization where required. Specifically, Customer shall not sell, export, or transfer Products to, or for use in, Russia or Belarus, in accordance with Article 12g of Council Regulation (EU) No 833/2014 and Article 8g of Council Regulation (EC) No 765/2006.

12. GOVERNING LAW AND ARBITRATION

The Terms are governed by Swedish law, excluding its conflict of laws and the UN Convention on Contracts for the International Sale of Goods (CISG). Disputes shall be finally settled under the ICC Arbitration Rules in Stockholm, Sweden. Precise remains entitled to take legal action in any competent court to collect undisputed overdue payments.