



FINGERPRINTS

## STANDARD TERMS AND CONDITIONS

The following Standard Terms and Conditions ("Terms") apply to your product ("FPC Product") purchased from Fingerprint Cards AB ("FPC").

- 1. Price and delivery** – The offered price for the FPC Product includes FPC's standard packing and is exclusive of any taxes, customs or any other duties. Payment shall be made as stated at the time of purchase. FPC's stated delivery date for the FPC Product is an estimation and FPC shall have no liability whatsoever for any delay in delivering the FPC Product in time. Please note that with the exception of the Warranty provisions below you accept that the FPC Product may not be returned to FPC for a refund.
- 2. Warranty** – FPC warrants, during a period of twelve (12) months following the date of delivery, that the performance of the FPC Product will be substantially in accordance with the applicable FPC product specification. FPC undertakes to replace, correct, or credit, at FPC's option, such FPC Product found to be faulty by reason of defective material, design, or workmanship, provided such fault is not caused by you, a third party, any interworking equipment, any fault or defect that is due to improper storage, use, operation, handling, accident, normal wear and tear, negligent use, tampering, failure to follow the instructions by FPC, or any other circumstance not attributable to FPC. The warranty set forth above does not apply to FPC Products that are sold as prototypes, engineering samples or preproduction parts. For such sales FPC assumes no responsibility whatsoever. The warranty granted herein is provided according to FPC's current RMA (Return Material Authorization) process and only extends to you as a direct customer to FPC and not to your customers, suppliers, agents or representatives. THE WARRANTY SET FORTH ABOVE IS THE ONLY WARRANTY AND REMEDY BY FPC WITH RESPECT TO THE FPC PRODUCT AND NO OTHER REPRESENTATION, WARRANTY OR GUARANTEE OR REMEDY OF ANY KIND, WHETHER BY LAW OR CUSTOM, WRITTEN OR ORAL, EXPRESSED OR IMPLIED (INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, MERCHANTABILITY QUALITY OR FITNESS FOR PARTICULAR PURPOSE, CONDITION OR DESIGN, CONFORMANCE WITH SAMPLE OR PRE-CONTRACT REPRESENTATIONS, OR WARRANTY OF NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS) SHALL APPLY.
- 3. Restricted use** – The FPC Product is not authorized for use and no warranty is made with respect to use in nuclear facilities, military products or applications, aircraft navigation or communication systems, air traffic control systems, life support machines or other equipment in which the use of the FPC Product, including the failure of the FPC Product, could lead to death, personal injury, or severe physical or environmental damage. FPC disclaims any warranty or responsibility for such usage, which shall be at your sole risk, even if FPC has been previously notified of such usage.
- 4. Software license and restrictions** – The software included in the FPC Product ("FPC Software") is licensed, not sold, by FPC to you for use only under the following terms ("License"): (a) Use the FPC Software only on the FPC Product for which the FPC Software was included. Any use of the FPC Software on any other hardware is explicitly prohibited. (b) If applicable, download updates of FPC Software that may be made available by FPC for your model of the FPC Product to update or restore the software on the FPC Product that you own or control. (c) Except as and only to the extent expressly permitted in this License or by applicable law, you may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, create derivative works of, make available under an open source license or disclose the source code to any third party of, FPC Software in whole or in part. (d) Agree to use the FPC Software in compliance with all applicable laws, including local laws of the country or region in which you reside or in which you use the FPC Software. (e) FPC and its licensors retain ownership of the FPC Software itself and reserve all rights not expressly granted to you.
- 5. Limitation of liability** – TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL FPC BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, NOR FOR ANY DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO USE OR INABILITY TO USE THE FPC PRODUCT, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF FPC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.  
In no event shall FPC's total liability to you for all damages (other than as may be required by applicable mandatory law in cases involving personal injury) exceed the amount of USD fifty (\$50.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.
- 6. Export control** – You may not export, re-export or import the FPC Product, directly or indirectly, to any country or company to the extent use in, export or import to such country or company at the time of export/import requires an export license or other governmental approval under any export control laws or regulations, without first obtaining such license or approval.
- 7. Termination** – The License is effective for as long as the FPC Product and the FPC Software are used or until the License is automatically terminated due to your failure to comply with any term of the License (whichever event occurs earlier). Upon the termination of the License, you shall cease all use of the FPC Product, including FPC Software. All other terms and conditions of this Agreement shall survive any termination of the License.
- 8. Governing law** – The Terms will be governed by and construed in accordance with the laws of Sweden, without regard to its conflict of law principles. The Terms shall take precedence over any conflicting terms and conditions provided by you prior to or subsequently to your purchase of the FPC Product. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of the Terms shall continue in full force and effect. All disputes arising out of or in connection with the Terms shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce in Stockholm, Sweden.