

## Terms and Conditions of Sale (May 2017 Edition)

All products sold by Inrego AB are intended for reuse.

The products sold and/or services rendered by Inrego are subject to these Terms and Conditions to the exclusion of any other terms and conditions mentioned or referred to by the Customer. The Customer confirms that it is aware of its contents and agrees to be bound by these Terms and Conditions.

### 1. DEFINITIONS

- 1.1. **Customer** means legal entity identified in Inrego's invoice and/or proforma invoice.
- 1.2. **Inrego** means Inrego AB, Täby, Sweden.
- 1.3. **Letter of Compliance** means compliance with signed agreement FT\_M010 Letter of Compliance.
- 1.4. **Credit** means compliance with signed Atradius Contract.
- 1.5. **Place of Delivery** means the place designated by the Customer and agreed to by Inrego for delivery of products.
- 1.6. **Confirmation of Delivery** means compliance with email Confirmation of Delivery after each shipment.
- 1.7. **Ex-Works** means the incoterm were the Customer collects the products from Inrego
- 1.8. **RTB warranty** means return to base warranty were products that are under warranty are returned to Inrego at the charge of the sender.

### 2. ORDERS, PRICE AND PAYMENT

- 2.1. All prices are without VAT and Ex-Works. Minimum order is 3000 euro.
- 2.2. Inrego only accepts payment by bank transfer (T/T).
- 2.3. The Customer is required to have Letter of Compliance, accept the proforma invoice as a binding document for payment, reply to Confirmation of Delivery and pay for all applicable shipping and handling charges.
- 2.4. Unless Credit has been expressly agreed to by Inrego, payment for the products and/or services must be made in full before products leave Inrego and/or services are rendered within 3 days of sent proforma invoice
- 2.5. Neither Inrego's acknowledgement of a purchase order nor its failure to object to conflicting, different, or additional terms and conditions in a purchase order will be deemed an acceptance of such terms and conditions or a waiver of the requirements.
- 2.6. The goods shall remain the property of Inrego until that time the Customer has paid all sums due to the seller, whether under this agreement or under any prior or subsequent agreement.
- 2.7. Deposit is possible to secure order for goods or payments with long lead time, at a maximum of 2 months. Deposit will not be refunded except if Inrego fails to make goods available at agreed time.
- 2.8. If Inrego makes an error in pricing information and/or a typographic error, Inrego may nevertheless refuse or cancel an order placed for a product or service quoted at such price or described in error, even if Inrego has confirmed the receipt of Customer's order. If Inrego has received payment for such order, Inrego will issue a refund in the amount of the received payment.
- 2.9. Inspections are welcome. Inrego will not provide invitation letters.

### 3. PRODUCTS AND SERVICES

- 3.1. All products are used if nothing else specified.
- 3.2. All products are tested and inspected accordingly to our test procedure. Test result can be viewed in the detailed spreadsheet.
- 3.3. When applicable AC (external power adapter) is included, else exception according to spreadsheet. No cables or other accessories are included.
- 3.4. Monitors or TV in size 30" or lager may be without stand or remote even though not specified.

#### **4. TRANSPORT AND DELIVERY**

- 4.1. Products are safely packed for road or ocean transport.
- 4.2. Products shipped by Inrego appointed forwarder include insurance.
- 4.3. The Customer that uses Ex-Works will provide export documentation.
- 4.4. Inrego will not be liable for delay of products in transit. If a delay occurs the customer shall be informed as soon as possible in order to take actions towards their customer.

#### **5. WARRANTY AND RETURNS**

- 5.1. All products sold by Inrego are delivered in the condition that is mentioned.
- 5.2. All products are covered by 30days RTB Warranty for replacement, in those cases replacement is not possible credit will be issued
- 5.3. Warranty starts when goods are delivered to customer.
- 5.4. Batteries are tested for not dead and have DOA (Dead On Arrival) warranty.
- 5.5. Hard drives and other data storage devices are tested with Blanco and have warranty only if they show more than 0.01% of sector damage at 512b sector size or SMART error.
- 5.6. If client decides to return the items within the 30days RTB warranty and the items are proven to be as agreed, the client will only be refunded for 80% of the total value. This is for administrative costs and lost value on the products.
- 5.7. When a return has been approved, money is eligible for refund only after the goods have been shipped to Inrego and tested. This can be up to maximum 20 days after product is received at Inrego warehouse or subsequent agreement

#### **6. FORCE MAJEURE**

- 6.1. Neither Inrego or Customer will be liable for performance delay of its obligations, except for payment obligations, due to causes of: fire, flood, earthquakes, other elements of nature; acts of war; terrorism, riots, civil disorders, rebellions or revolutions; epidemics, communication line or power failures; governmental laws, court orders or regulations, or any other causes outside the reasonable control of either party.

#### **7. RECYCLING, EXPORT RESTRICTIONS AND LAWS**

- 7.1. When the products purchased from Inrego AB have been collected the ownership is automatically transferred to the purchaser. All legal rights and ownership responsibilities are transferred to the purchaser. Transport insurance and other transport responsibilities are accordingly to the incoterm specified in the invoice.
- 7.2. If the customer purchases defect equipment they have to declare that all goods taken from Inrego will be handled according European (E.U.) Legislations and Regulations involving the handling of Electronic Scrap Waste(s) and C.R.T. holding electronic material waste.
- 7.3. Goods received from Inrego should at the end of its product life cycle be recycled according to EU WEEE legislation. Furthermore, Inrego recommends using a recycling company certified according to ISO-14001.
- 7.4. The customer acknowledge that the purchased goods sold under this agreement, and the transaction contemplate by this agreement, which may include technology and software, are subject to the customs and export control laws and regulations of the United States ("U.S.") and may also be subject to the customs and export laws and regulations of the country in which the products are manufactured and/or received. The customer acknowledges that it is your sole responsibility to comply with and abide by those laws and regulations. Further, under U.S. law, the goods shipped pursuant to this agreement may not be sold, leased or otherwise transferred to restricted countries or utilized by restricted end-users or an end-user engaged in activities related to weapons of mass destruction, including without limitation, activities related to the design, development, production or use of nuclear weapons, materials, or facilities, missiles or the support of missile projects, and chemical or biological weapons