

Olifantasia Terms and Conditions of Sale

Customer and Olifantasia (hereinafter "Olifantasia") agree that the purchase and sales of Olifantasia hardware products ("the Products") are made under these terms and conditions, and that OLIFANTASIA SHALL NOT BE BOUND BY CUSTOMER'S ADDITIONAL OR DIFFERENT TERMS. Customer's order and purchase of the Products shall constitute acceptance of these terms and conditions.

1. **TITLE.** Title to the Products shall pass at Olifantasia's plant. Olifantasia retains a security interest and right of possession in the Products until Customer makes full payment.

2. **TAXES.** Product prices are exclusive of, and Customer shall pay, applicable sales, use, service, value added or like taxes, unless Customer has provided Olifantasia with an appropriate exemption certificate for the delivery destination acceptable to the applicable taxing authorities.

For shipments to and transactions with Customers in The Netherlands, Olifantasia always charges 21 % VAT. When the Customer supplies Olifantasia with their valid EU company VAT number in advance then we can supply goods as Intra-Community Supply Transactions (ICT) within the European Community. Olifantasia charges 0 % VAT in that case and Customer is required to pay the VAT themself to the authorities in their own country.

For private persons and companies which have not supplied a valid EU company VAT number, Olifantasia must and will charge 21 % VAT for shipments and transactions in the EU. For international shipments and transactions outside the EU, Olifantasia does not charge VAT but Customer is required to pay VAT, import duties and other charges themself to the authorities in their own country.

3. **PRICES AND PAYMENT.** All quotations shall expire thirty (8) days from date of issuance, unless otherwise set forth on the quotation or agreed in writing. Customer shall make payment in full prior to or upon delivery by bank wire transfer, paypal or money order. Payments shall be made in EURO. In the event of any order for several units, each unit(s) will be invoiced when shipped. Governments and Companies can request permission for other payment terms such as order on account (pay after you receive the ordered goods). There will be additional charges for all payment options except payment in advance using a bank wire transfer.

4. **ORDERS.** All orders are subject to acceptance by Olifantasia.

5. **DELIVERY.** Olifantasia shall deliver the Products to a carrier at Olifantasia's plant or distribution center. Customer shall pay all applicable freight charges. Olifantasia shall prepay all freight charges and other necessary fees; Olifantasia will invoice Customer for applicable charges as shipping and handling fees. Orders are entered as close as possible to the Customer's requested shipment date, if any. Shipment dates are scheduled after acceptance of orders and receipt of necessary documents. Claims for shipment shortage shall be deemed waived unless presented to Olifantasia in writing within forty-five (30) days of shipment.

6. **LIMITED WARRANTY.** Olifantasia hardware Products are warranted against defects in materials and workmanship for 30 days from the date Olifantasia ships the Products to Customer ("Delivery Date"). For shipments to Customers in the EU the warranty is extended to 12 months. Customer must obtain a Return Material Authorization number("RMA") from Olifantasia before returning any Products under warranty to Olifantasia. Customer shall pay expenses for shipment of repaired or replacement Products to and from Olifantasia. After examining and testing a returned product, if Olifantasia concludes that a returned product is not defective, Customer will be notified, the product returned at Customer's expense, and a charge made for examination and testing. This Limited Warranty is void if failure of the Products has resulted from accident, abuse, misapplication, modification, improper calibration by Customer, Customer supplied third party software not intended for use with the applicable Olifantasia firmware and FPGA code, or unauthorized maintenance or repair.

7. **CUSTOMER REMEDIES.** Olifantasia's sole obligation (and Customer's sole remedy) with respect to the foregoing Limited Warranty shall be to, at its option, return the fees paid or repair/replace any defective Products, provided that Olifantasia receives written notice of such defects during the applicable warranty period. Customer may not bring an action to enforce its remedies under the foregoing Limited Warranty more than one (1) year after the accrual of such cause of action.

8. **CHANGE POLICY.** Olifantasia may terminate any order if any representations made by Customer to Olifantasia are false or misleading. Changes to orders shall not be binding upon nor be put into effect by Olifantasia unless confirmed in writing by Olifantasia's appropriate representative.

9. **NO OTHER WARRANTIES.** EXCEPT AS EXPRESSLY SET FORTH ABOVE, THE PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED ARE MADE WITH RESPECT TO THE PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY OTHER WARRANTIES THAT MAY ARISE FROM USAGE OF TRADE OR COURSE OF DEALING. OLIFANTASIA DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF OR THE RESULTS OF THE USE OF THE PRODUCTS IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE AND DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE. OLIFANTASIA EXPRESSLY DISCLAIMS ANY WARRANTIES NOT STATED HEREIN.

10. **NO LIABILITY FOR CONSEQUENTIAL DAMAGES.** The entire liability of Olifantasia and its licensors, distributors, and suppliers (including its and their directors, officers, employees, and agents) is set forth above. To the maximum extent permitted by applicable law, in no event shall Olifantasia and its licensors, distributors, and suppliers (including its and their directors, officers, employees, and agents) be liable for any damages, including, but not limited to, any special, direct, indirect, incidental, exemplary, or consequential damages, expenses, lost profits, lost savings, business

interruption, lost business information, or any other damages arising out of the use or inability to use the Products, even if Olifantasia or its licensors, distributors, and suppliers has been advised of the possibility of such damages. Customer acknowledges that the applicable purchase price for the Products reflects this allocation of risk. Because some countries/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply. If the foregoing limitation of liability is not enforceable because an Olifantasia product sold or licensed to Customer is determined by a court of competent jurisdiction in a final, non-appealable judgment to be defective and to have directly caused bodily injury, death, or property damage, in no event shall Olifantasia's liability for property damage exceed the greater of 10,000 Euro or fees paid for the specific product that caused such damage.

11. WARNING: (1) OLIFANTASIA PRODUCTS ARE NOT DESIGNED WITH COMPONENTS AND TESTING FOR A LEVEL OF RELIABILITY SUITABLE FOR USE IN OR IN CONNECTION WITH SURGICAL IMPLANTS OR AS CRITICAL COMPONENTS IN ANY LIFE SUPPORT SYSTEMS WHOSE FAILURE TO PERFORM CAN REASONABLY BE EXPECTED TO CAUSE SIGNIFICANT INJURY TO A HUMAN. (2) IN ANY APPLICATION, INCLUDING THE ABOVE, RELIABILITY OF OPERATION OF THE SOFTWARE PRODUCTS CAN BE IMPAIRED BY ADVERSE FACTORS, INCLUDING BUT NOT LIMITED TO FLUCTUATIONS IN ELECTRICAL POWER SUPPLY, COMPUTER HARDWARE MALFUNCTIONS, COMPUTER OPERATING SYSTEM SOFTWARE FITNESS, FITNESS OF COMPILERS AND DEVELOPMENT SOFTWARE USED TO DEVELOP AN APPLICATION, INSTALLATION ERRORS, SOFTWARE AND HARDWARE COMPATIBILITY PROBLEMS, MALFUNCTIONS OR FAILURES OF ELECTRONIC MONITORING OR CONTROL DEVICES, TRANSIENT FAILURES OF ELECTRONIC SYSTEMS (HARDWARE AND/OR SOFTWARE), UNANTICIPATED USES OR MISUSES, OR ERRORS ON THE PART OF THE USER OR APPLICATIONS DESIGNER (ADVERSE FACTORS SUCH AS THESE ARE HEREAFTER COLLECTIVELY TERMED "SYSTEM FAILURES"). ANY APPLICATION WHERE A SYSTEM FAILURE WOULD CREATE A RISK OF HARM TO PROPERTY OR PERSONS (INCLUDING THE RISK OF BODILY INJURY AND DEATH) SHOULD NOT BE RELIANT SOLELY UPON ONE FORM OF ELECTRONIC SYSTEM DUE TO THE RISK OF SYSTEM FAILURE. TO AVOID DAMAGE, INJURY, OR DEATH, THE USER OR APPLICATION DESIGNER MUST TAKE REASONABLY PRUDENT STEPS TO PROTECT AGAINST SYSTEM FAILURES, INCLUDING BUT NOT LIMITED TO BACK-UP OR SHUT DOWN MECHANISMS. BECAUSE EACH END-USER SYSTEM IS CUSTOMIZED AND DIFFERS FROM OLIFANTASIA'S TESTING PLATFORMS AND BECAUSE A USER OR APPLICATION DESIGNER MAY USE OLIFANTASIA PRODUCTS IN COMBINATION WITH OTHER PRODUCTS IN A MANNER NOT EVALUATED OR CONTEMPLATED BY OLIFANTASIA, THE USER OR APPLICATION DESIGNER IS ULTIMATELY RESPONSIBLE FOR VERIFYING AND VALIDATING THE SUITABILITY OF OLIFANTASIA PRODUCTS WHENEVER OLIFANTASIA PRODUCTS ARE INCORPORATED IN A SYSTEM OR APPLICATION, INCLUDING, WITHOUT LIMITATION, THE APPROPRIATE DESIGN, PROCESS AND SAFETY LEVEL OF SUCH SYSTEM OR APPLICATION.

12. FORCE MAJEURE. Olifantasia shall be excused for any delay or failure to perform due to any cause beyond its reasonable control, including but not limited to acts of governments, natural catastrophes, acts of Customer, interruptions of transportation or inability to obtain necessary labor or materials. Olifantasia's estimated shipping schedule shall be extended by a period of time equal to the time lost because of any excusable delay. In the event Olifantasia is unable to perform in whole or in part because of any excusable failure to perform, Olifantasia may cancel orders without liability to Customer.

13. ACKNOWLEDGMENT/GOVERNING LAW. Customer acknowledges reading these Terms and Conditions, understands them and agrees to be bound by them. A waiver of any provision of this agreement shall not be construed as a waiver or modification of any other term hereof. With respect to all orders accepted by Olifantasia, disputes arising in connection with these Terms and Conditions of Sale shall be governed by the laws of The Netherlands without regard to principles of conflicts of laws.

14. EXPORT LAWS. The Products are subject to control under the EU Export Regulations and the U.S. Export Administration Regulations (15 CFR Part 730 et. seq.) and other applicable EU and U.S. export control laws and regulations. Customer agrees that it will not export, re-export or transfer the Products via any means to any prohibited destination, entity or individual without the required export license(s) or authorization(s) from the Government of the Netherlands, the EU, the U.S., and Customers own country. Olifantasia reserves the right not to ship the Products ordered if, at any time, Olifantasia believes that such shipment may violate any export control laws.

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