Terms and Conditions of Sale and Delivery

Telespor AS · Org. no. 987 390 689 MVA · (the “Seller”)

These terms and conditions apply to all deliveries from Telespor AS to business customers, including farmers, grazing associations, joint farming operations and other businesses (the “Buyer”), unless otherwise agreed in writing.

1. BASIS OF THE AGREEMENT

The agreement consists of:

1. The Seller’s quotation
2. Order confirmation
3. These terms and conditions of sale and delivery

In the event of conflict, the documents apply in the order listed above. A binding agreement is deemed to have been concluded when the Seller has sent an order confirmation.

The Buyer’s own purchasing terms do not apply unless expressly accepted in writing by the Seller.

2. PRICES

All prices are stated exclusive of VAT, environmental fees and freight, unless otherwise agreed.

The Seller may adjust subscription prices annually in line with changes in the consumer price index (CPI) published by Statistics Norway (SSB). The adjustment is based on the latest available CPI compared with the CPI at the time of the previous price setting.

In addition, the Seller may adjust prices in the event of significant changes in cost conditions beyond the Seller’s control, including but not limited to:

- Changes in prices from mobile network operators or subcontractors
- Changes in public fees, taxes or regulatory requirements
- Significant increases in operating, licence or infrastructure costs
- Currency exchange rate fluctuations

Price adjustments under this provision may be implemented with at least 30 days’ written notice. Price adjustments in accordance with this provision do not constitute a breach of contract and do not entitle the Buyer to terminate the agreement.

3. PAYMENT

Payment terms are net 10 days from the invoice date, unless otherwise agreed. The Seller may require up to 50% prepayment for advance orders.

For card payments in the online store, the amount is reserved on the Buyer’s card when the order is placed. The card is charged only when the goods are shipped by the Seller. If the order is cancelled before shipment, the reservation is released.

If payment is not made by the due date, a payment reminder will be sent in accordance with applicable regulations. If payment is not received after the first reminder, the Seller reserves the right to transfer the claim to debt collection without further notice.

Debt collection will be handled by the Seller’s collection partner, Kreditorforeningen SA, in accordance with the Norwegian Debt Collection Act and associated regulations.

The Buyer is liable for late payment interest under the Norwegian Late Payment Interest Act, as well as statutory reminder and collection fees.

The Seller further reserves the right to suspend deliveries, deactivate subscriptions and/or block access to the service platform until full payment has been received.

4. DELIVERY AND RISK

The normal delivery time for goods in stock is 2–5 business days from the order confirmation for delivery within Norway. For advance orders and goods not in stock, the expected delivery time is stated in the order confirmation. Stated delivery times are indicative.

Risk passes to the Buyer upon handover to the carrier.

If the Buyer is unable to receive the goods at the agreed time, storage is at the Buyer’s expense and risk. The Seller may demand payment as if delivery had taken place.

Delay does not entitle the Buyer to terminate the agreement or claim damages, unless the delay is due to negligence or wilful misconduct on the part of the Seller.

5. RETENTION OF TITLE

The Seller retains title to the delivered goods until full payment has been received, cf. Section 3-14 of the Norwegian Mortgages and Pledges Act.

6. COMPLAINTS

The Buyer shall inspect the goods upon receipt. Complaints must be made in writing without undue delay and no later than 8 days after receipt.

Defects cannot be claimed later than 12 months after delivery. For defects covered by the warranty, the time limits in clause 7 apply.

7. WARRANTY

The Seller provides a 3-year warranty from the date of purchase. The date of purchase is the invoice date.

The warranty covers defects that existed at the time of manufacture, including manufacturing and material defects. Defects and damage arising after manufacture are not covered.

The warranty does not apply in the event of:

- Incorrect installation or use
- Moisture resulting from the Buyer not replacing the battery plugs
- Lack of maintenance
- Normal wear and tear, including of battery plugs and other wear parts
- Repairs or other modifications carried out by anyone other than the Seller without the Seller's consent
- Damage caused by external impact
- Loss of units
- Units supplied free of charge

Warranty claims must be made in writing to the Seller's customer service without undue delay after the defect is discovered, and no later than the end of the warranty period. The claim must include a description of the defect and proof of purchase (invoice or order number). The warranty requires that the unit has been paid for in full.

The Buyer covers the cost of shipping the unit to the Seller. In the event of a valid warranty claim, the Seller covers return shipping to the Buyer.

In the event of a valid warranty claim, the Seller may choose between repair and replacement. A replacement may be a new or refurbished unit of the same, a newer or an equivalent model. Repair or replacement does not extend the warranty period.

The Seller may withhold warranty service for as long as the Buyer has overdue, undisputed amounts outstanding.

8. SUBSCRIPTION AND SERVICE PLATFORM

Each unit has a subscription that provides access to IoT services and Telespor's digital platform. To use the unit, the Buyer must order batteries and a subscription from the Seller.

Subscriptions are invoiced for each subscription period (season or year) in which the unit is put into use. A unit is considered in use when it transmits data to the service platform. If the unit is not used during a period, no subscription fee is invoiced for that period, and the Buyer does not need to terminate the subscription.

The Buyer shall ensure that subscription fees are paid for all units in use. If the Buyer has more units in use than subscriptions paid for, the Seller may invoice subscriptions retroactively for the excess units for the periods in which they have been in use. Such subscriptions are invoiced as the same type as the Buyer's other subscriptions (annual or seasonal).

Seasonal subscriptions apply for the period 1 May to 31 October inclusive. The Seller must be notified of any use outside this period. If the Buyer does not remove the batteries at the end of the season and has not notified the Seller, the subscription will be converted to an annual subscription.

If a unit has not been in use for 3 years, the Seller may terminate the subscription with the SIM provider. A terminated subscription cannot be reactivated, and the unit can then no longer be used with the Seller's services.

The Buyer may terminate the subscription permanently. Termination must be made in writing by email to post@telespor.no and must state the Buyer's name or customer number and the units to which it applies. The Seller confirms receipt of the termination by email. Termination takes effect at the end of the current subscription period, and subscription fees already invoiced for the current period are not credited. A terminated subscription cannot be reactivated.

The subscription price may be adjusted in line with changes in the consumer price index (CPI), cf. clause 2.

The service platform is provided "as is" and without guaranteed uptime.

The Seller is not liable for mobile network coverage problems, outages at third-party providers or temporary system outages.

9. USE AND RESPONSIBILITY

The Buyer is responsible for ensuring:

- That the equipment is used in accordance with applicable laws and regulations
- That use on animals complies with the guidelines of the Norwegian Food Safety Authority (Mattilsynet)
- That any third parties are informed of the use of positioning equipment

The Seller's equipment and service platform are an aid and do not replace the statutory supervision of animals, including supervision of animals on pasture. The Seller does not guarantee that positions and alerts are correct or available at all times.

The Seller is not liable for loss of animals, indirect loss or business interruption.

10. LIMITATION OF LIABILITY

The Seller's total liability is limited to the invoiced value of the goods to which the claim relates. For subscriptions and the service platform, liability is limited to the subscription fees paid by the Buyer in the 12 months preceding the event giving rise to the claim.

The Seller is not liable for indirect loss, including operating loss, loss of profit, consequential damage, loss of data and loss resulting from system or coverage failure.

These limitations of liability do not apply if the loss is caused by gross negligence or wilful misconduct on the part of the Seller, or if otherwise provided by mandatory law.

11. DATA PROTECTION

The Seller is the data controller for personal data processed in connection with delivery and subscription.

Location data is considered personal data if it can be linked to an identifiable person. Processing takes place in accordance with the GDPR and the Norwegian Personal Data Act.

The Buyer is responsible for ensuring that the equipment is used in accordance with applicable data protection legislation, including the duty to inform employees or other affected persons. Further information is available in the Seller's privacy policy at www.telespor.no.

12. OWNERSHIP AND USE OF DATA

The Buyer owns data generated through the use of the Buyer's units, such as location and sensor data ("Customer Data"). The Seller does not sell Customer Data to third parties without the Buyer's consent.

The Buyer grants the Seller a non-exclusive, royalty-free right to process Customer Data in order to provide, operate, secure, improve and further develop the services, and to comply with legal obligations.

The Seller may use Customer Data in aggregated or anonymised form for analysis, statistics, research and product development, provided that the data cannot be linked to the Buyer or to any individual, unless the Buyer has consented to this. Personal data is processed in accordance with clause 11.

13. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights to software, platform, technology and documentation belong to the Seller.

The Buyer is granted a non-exclusive, non-transferable right of use for as long as the subscription is active.

14. FORCE MAJEURE

The Seller is exempt from liability if performance is prevented by circumstances beyond the Seller's control, including natural events, strikes, government measures, supply failures or failure on the part of subcontractors.

15. GOVERNING LAW AND JURISDICTION

The agreement is governed by Norwegian law. Disputes shall be settled at the Seller's legal venue, unless otherwise agreed. This is a translation of the Norwegian version. In the event of any discrepancy, the Norwegian version shall prevail.