

GENERAL TERMS OF SALE

Handheld Group AB and subsidiaries hereinafter collectively Handheld

Price and Payment

All prices are in the currency stated on order acknowledgements, exclusive of value added tax and shipping costs. Handheld may change its prices without advance notice.

When an order is placed, an order confirmation is sent via e-mail. The order confirmation shall be considered information on the order's content. Please note that prices and terms of delivery may differ from the information contained in the order confirmation.

Right of ownership of a delivered product does not pass to the customer until final payment has been received by Handheld. Until final payment has been made, Handheld retains full right of ownership of a delivered product.

Sales to companies/business proprietors and national, municipal and county government are made against invoice, which falls due for payment 30 (thirty) days after the date of invoice or as otherwise agreed.

Cash payment in advance is required at the first purchase by a new customer. A special credit check is carried out at the first purchase by a new customer. On failure of a credit check, cash payment in advance will apply. Payment shall be made to the bank account indicated on the invoice. Handheld does not accept payment by cheque or bank/credit/debit card. Payment may also be made through Internet payment/bank transfer via Nordea Bank. On late payment, a daily late penalty will be charged at 21.9% annual interest (twenty-one point nine percent) of the outstanding amount from the due date. For packages not collected, a charge of currently 25 Euro plus VAT, if applicable, will be charged.

Shipping costs

Shipping costs are added to all orders. The total shipping cost is not determined until the invoice is made out. This is because it is not until then that the weight of the consignment is known, whether the consignment is oversized, must be delivered on a pallet or if it consists of several parcels.

Handheld uses UPS for delivery. In the case of companies, the goods are delivered directly to the delivery address. If the company's delivery address is a post box or has a post box number, the article is sent by parcel post to the postal service's delivery point; door-to-door delivery is not included in this service.

Information on the cost of other types of delivery (e.g. by messenger) will be provided by the salesperson, as these prices vary depending on delivery address. Articles may not be picked up at Handheld. In the case of part deliveries, the customer is billed the normal shipping price.

Repurchase

Articles will not be repurchased. Repurchase is furthermore not accepted for software.

Warranties

All products are limited warranted against defects in materials and workmanship for twelve (12) months from the original date of purchase unless otherwise agreed. Accessories and peripherals are limited warranted against defects in materials and workmanship for ninety (90) days from the original date of purchase. If notice is received of such defects during the limited warranty period, the proven defective product(s) will either be repaired or replaced, at the manufacturer's option. Replacement products may be either new or like new.

Handheld does not warrant that the operation of the products will be uninterrupted or error free. If the product is not, within a reasonable time, repaired or replaced to a condition as limited warranted, the customer will be entitled to a refund of the purchase price upon prompt return of the product.

Limited warranty does not apply to defects resulting from (a) improper or inadequate maintenance or calibration, (b) software, interfacing, parts, or supplies not supplied by Handheld, (c) unauthorized modification, or misuse, (d) operation outside of the published environmental specifications for the product, or (e) physical damage due to external causes, including accident, abuse, misuse or problems with electrical power.

To the extent allowed by local law, the above limited warranties are exclusive and no other warranty or condition, whether written or oral, is expressed or implied, specifically disclaiming any implied warranties or conditions of merchantability, satisfactory quality, and fitness for a particular purpose.

To the extent allowed by local law, the remedies in this limited warranty statement are the customer's sole and exclusive remedies. Except as indicated above, in no event will the manufacturer or its suppliers be liable for loss of data or for direct, special, incidental, consequential (including lost profit or data), or other damage, whether based in contract, tort, or otherwise.

For information on permanently lit/dark pixels on TFT screens, see Appendix 1.

Risk for article

The shipping term used is Ex works. The risk for the article passes to the buyer when the article has been delivered to the carrier.

Insurance

An optional insurance for transportation can be purchased thru Handheld at a premium of 0.5% of order value.

Dead on arrival - DOA procedure

Customers shall inspect all items upon arrival in order to verify that the items are free from defects. A product will be treated as a DOA item if it is defective upon receipt or develops a fault within the period of 30 days from invoice date.

In the event that a product in non-working condition is received, the customer should notify the service department service@handheldgroup.com immediately to request a RMA number. If the complaint is made later than 30 days after the date of the invoice, Handheld reserves the right to determine in what way the defect will be remedied.

All returned material must have a valid RMA number. This number is necessary to ensure proper tracking and handling. The customer must not return any items until an RMA number has been received. Note that receiving a RMA number is not to be construed as approval of a complaint.

The RMA number will be emailed to the customer together with a return shipping label. The RMA number should be printed and included in the return shipment.

To minimize processing time and potential difficulties in proving the cause of damage, the DOA item must be returned within 14 days from receipt of RMA number.

Items returned must be same as the item and quantity mentioned in the RMA. The item returned must be in original condition, unused and in original package, well packed in packaging approved by the postal service. Any transport damage due to deficient packaging will be billed to the customer.

Handheld reserves the rights to inspect the item and to bill a testing charge of 75 Euro plus VAT, if applicable, if the item proves not to be defective and the claim is not accepted.

For the item found to be "Dead on Arrival", Handheld will replace the defective item with a new product (whole package). The replacement item will be invoiced. No ship cost will be charged for the replacement item. The item returned will be credited by Handheld after receipt and inspection.

Transport damage shall be reported to Handheld on the day of the shipment's arrival.

Liability for defects

If defects occur for which Handheld is liable, Handheld undertakes to, at its own discretion, either remedy the defect by repair or by re-delivering or refund the purchase price. Please note that support and reporting of defects is provided in English only; in some cases, reporting of defects may only be provided via e-mail or website.

Handheld's liability as a result of article faults is limited to that which is indicated in these general terms of sale. Handheld is thus neither directly nor indirectly responsible for, for example but not limited to,

incompatibility, delayed delivery, harmful properties of the articles, product liability, loss of profits, business stoppage, loss of stored information, extra work or any other economic damage.

Technical support

For technical support – user support – in general or in case of defect in an article, Handheld may refer the customer to a third-party pay support function. Contact details to tech Handheld office can be found on www.handheldgroup.com. For product service or support issues, please see contact details listed under Support on the Handheld web pages. Please note that support may be provided in English; in some cases support may only be provided via e-mail or website.

Special terms for software

On purchase of software, the customer acquires no rights to it than those that follow from the special terms/licence agreement packed with each respective software product.

Any guarantees for the software appear in the terms of the licence agreement. With the exception of such guarantees, Handheld declines responsibility for all guarantees for the software, including guarantees of the general suitability or the suitability for any particular purpose of the software or any guarantee regarding right of ownership or absence of infringement in the rights of third parties.

Miscellaneous

Factual and price information is provided with reservation for printing errors, supplier's price increases, any incorrectly indicated technical specifications etc. and for products being out of stock.

All names and designations etc. appearing on Handheld's website are, in applicable cases, registered trademarks.

Handheld reserves the right to alter all information including, but not limited to, prices, technical specifications and product offers without previous notice.

Factual and price information, documents, graphics etc. thus published may contain technical and/or graphical and typographical errors. Handheld declines all responsibility with regard to such information and to other quoted information and/or documents within or linked to this publication.

Handheld may under no circumstances be held responsible for indirect damages, consequential damages or any other damages resulting from inability to use or difficulty in using computers or information, loss of information or loss of profits in connection with the use of information available.

With the exception of that which is expressly indicated in individual documents within this publication, the right to read, copy, print and distribute documents on this server is offered provided that (1) the use of such document is made for non-commercial purposes of information or for private use and it is not copied or posted on a network computer or published in any media, (2) documents and associated graphics are not modified, (3) images are not distributed without associated text, (4) text is not quoted out of context and (5) each respective copyright owner is indicated in each instance.

Use for any other purpose than those listed above without the express permission of Handheld is prohibited by applicable law and may entail penalties and tortuous liability.

Compliance with EU WEEE

UK WEEE Regulations

Through purchase of this product, the customer is taking on the obligation to deal with the WEEE in accordance with the WEEE regulations in relation to the treatment, recycling & recovery and environmentally sound disposal of the WEEE.

SWISS WEEE Regulations

The price includes the advanced recycling tax in accordance with valid SWICO table.

Appendix 1

Permanently lit/dark pixels on TFT screens

With all products with so-called flat screens (TFT), there is a risk of the existence of permanently lit or permanently dark pixels already at delivery of the product. This shall not in itself be considered a defect in the article, but qualitative variations in the picture elements that arise during manufacture. The number of permissible permanently lit/dark pixels varies among manufacturers, but most comply with the ISO 13406-2 standard (TFT screens, screens on portable computers, etc. are considered class II picture elements unless otherwise indicated in the product information). Permanently lit/dark pixels may arise after a period of use of the screen. This, too, is normal and is not covered by guarantee unless the number exceeds the permissible number as per ISO 13406-2 or each respective manufacturer's guarantee terms.

According to the ISO 13406-2 standard, TFT elements are divided into four different classes, class I, class II, class III and class IV. TFT elements belonging to class I may not contain permanently lit or dark pixels. TFT elements intended for military use or for use in medical apparatus, for example, fall into this category.

For TFT elements that fall into class II, a certain number of permanently lit/dark pixels per the number of million pixels the screen consists of are allowed. All TFT elements aimed at the corporate or consumer market belong to class II. Class III and IV allow even more defective pixels, but elements classified as class III or IV hardly exist in the market.

Handheld provides no further guarantees regarding permanently lit/dark pixels than those specified by the lcd/TFT manufacturer.