



3.6.2011

Twig Com Ltd. General Terms of Trade

If not expressly agreed otherwise in Distributor Agreement or other prior written agreements, the following terms of purchase and delivery are applied to orders and deliveries of all products and services.

1. Prices

All prices are quoted in Euros (EUR) in Price Lists issued from time to time.

All prices are subject to change without prior notice. When prices are changed in a new Price List, the new prices apply from next order onwards.

Unless otherwise expressly agreed in writing, all quotes and offers are valid for 30 days from date of issue.

For inquiries and quotations on special projects or products, please contact your Twig Com Key Account Manager or Twig Com Sales Office (sales@twigworld.com, +358 40 510 5058).

2. Terms of delivery

Price List prices are quoted excluding VAT, EX Works Salo, Finland, Incoterms 2000.

Twig Com recommended delivery term is CIP named destination, Incoterms 2000. Twig Com will invoice actual cost of shipment. Please contact Twig Com Sales Office (sales@twigworld.com, +358 40 510 5058) for inquiries and shipping quotes.

3. Minimum order

There is no minimum order quantity. However to deliveries of less than 5 000 EUR Twig Com can add 20 EUR handling fee.

4. Payment terms

Terms of payment can be:

* Advance payment or

* Confirmed Irrevocable Letter of Credit at 30 days from shipment date, all costs related to L/C will be borne by the buyer or

* 30 days net covered by a bank guarantee or

* other terms of payment agreed in the Distributor agreement.

All banking fees related to the transfer of the payment will be borne by the buyer.

Interest on overdue payments is 11,5 %.

5. Order confirmation and delivery time

Upon receiving and approving a Purchase Order, Twig Com Sales Office will send an Order Confirmation with delivery schedule. Twig Com may divide an order into several shipments.

6. Limitation of liability

Products and accessories are sold "as is" and the user will assume full responsibility for determining the suitability of the Product for any particular purpose and for desired results. In no event shall Twig Com be liable for any special, incidental or consequential damages, or commercial losses from any cause including but not limited to, loss of profit or revenues, whether or not Twig Com has received notice of a possibility or certainty of such damage or losses, caused by use of or operation with the Products. In no event shall Twig Com's liability exceed the sales price of the products and services sold.

7. Ownership

Twig Com retains full ownership to products until the sale and purchase price has been paid in full.

8. Purchase orders

Please send your purchase orders to email address: sales@twigworld.com or fax them to number +358 40 510 5058

Trade reg no 2380206-5

VAT reg no FI23802065

IBAN: FI85 1744 3000 0020 66

SWIFT: NDEAFIHH

9. Governing law and disputes

The sale and purchase of Twig Com products and services shall be governed by Finnish law. Any dispute, controversy or claim arising out of or relating to the sale and purchase of Twig Com products and services, which is not settled by the parties, shall be finally settled by arbitration in accordance with the Rules of the Finnish Central Chamber of Commerce using one (1) arbitrator. The language of the proceedings shall be English.

10. General

All changes to these terms of trade must be agreed in writing.



WARRANTY TERMS

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Twig Com Distributor terms of warranty

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Products

These terms apply to mobile devices, accessories, software applications and other products and services.

Manufacturer's Limited warranty

Twig Com Ltd. warrants to the original purchaser ("Company") that this Twig Com device and all accessories originally provided by Twig Com in the sales package ("Product") are free from defects in materials, design and workmanship under normal use in accordance with the operating instructions and pursuant to the following terms and conditions.

Twig Com warrants to Company that during the warranty period Twig Com or a Twig Com authorised service company will in a commercially reasonable time remedy defects in materials, design and workmanship free of charge by repairing or, should Twig Com in its discretion deem it necessary, replacing the Product in accordance with this Limited Warranty (unless otherwise required by law). This Limited Warranty extends only to Company for Products purchased and used in the original country of purchase. The Limited Warranty is valid only in Twig Com's intended country of sales of the product. Company pays for shipping costs to repair or replacement and Twig Com pays for shipping costs back to Company.

Warranty periods

The warranty period starts at the time of Product's original shipment to the Company. A three month (90 days) storage time is added to warranty time. The Product may consist of several different parts and different parts may be covered by a different warranty period (hereinafter "Warranty Period"). The different Warranty Periods are:

1. Twelve (12) months for Twig Com device and six (6) months for accessories (whether included in the mobile device sales package or sold separately) other than the consumable parts and accessories listed in 2) below;
2. Three (3) months for the following consumable parts and accessories: batteries, chargers, headsets, cables and covers, media on which any software is provided, e.g. memory card or CD-ROM.

As far as your national laws permit, the Warranty Period will not be extended or renewed or otherwise affected due to subsequent resale, Twig Com authorized repair or replacement of the Product. However, part(s) repaired or replacement product during the Warranty Period will be warranted for the remainder of the original Warranty Period or for sixty (60) days from the date of repair or re-placement, whichever is longer.

Extended warranty

Products may be sold with extended warranty. Any such warranty will be clearly marked in the Purchase Order and Delivery Confirmation. Extension period may be additional one (1) or maximum two (2) years to original warranty and is defined using same principles as original warranty period.