



General Terms and Conditions of Sales of u-blox AG (not applicable to Services)

- 1. General:** Unless otherwise expressly agreed in writing, all offers, orders, shipments, uses of u-blox's firmware, software and hardware ("Products"), as well as third-party software provided by u-blox ("Third-Party Software") are governed by these general terms and conditions ("General Terms and Conditions"). For some of the Products, specific terms and conditions apply, which will be annexed to these General Terms and Conditions in so-called "Product Annex(es)". Any terms and conditions stipulated by the customer ("Customer") which are different from the General Terms and Conditions shall apply only if expressly agreed by u-blox in writing. These General Terms and Conditions constitute the entire, complete and exclusive agreement between u-blox and the Customer ("the parties"). By taking delivery of Products or Third-Party Software, Customer exclusively accepts these General Terms and Conditions.
- 2. Use Restrictions:**

Distribution: Except where Customer is an authorized u-blox distributor, the resale, rent or lease of standalone Products or Third-Party Software is strictly prohibited. If Customer is a distributor, distributor acknowledges and agrees that it (i) will resell the Products to third parties only in accordance with the restrictions set forth hereunder, and (ii) will include such restrictions in its agreements with such third parties.

No module production: Customer may not integrate the Products into its own modules for the sale as standalone goods.

High-risk applications: Products are not intended for use as Critical Components (as defined below) in or with (a) automated driving assistance devices or systems in automotive applications (unless the Products are ISO 26262 compliant as specified in the Product data sheet), or (b) any medical life-saving or life support devices or systems, including those intended for surgical implantation or to sustain life; (c) any nuclear facilities or other high-risk applications, uses or infrastructures; (d) air traffic control devices, applications or systems; (e) any other device, application or system where it is reasonably foreseeable that failure of or unauthorized access to the Product(s) could lead to death, bodily injury or property damage. A Component is Critical if its malfunction, failure or the unauthorized access to it or its unauthorized use could cause a device or system to fail or lose effectiveness. u-blox disclaims liability for any of these use cases even if notified, and the Customer must indemnify u-blox against claims arising from such use.

No reverse engineering: It is, unless expressly authorized in these Terms and Conditions or by mandatory provisions of law, forbidden to decompile, to detect the source code or the underlying user interface techniques or algorithms of the software, to change, reproduce or develop the software, to take action that would cause the software to be placed in the public domain or open source community or general public libraries, or to reproduce, change or reverse engineer the hardware. Products are subject to further use restrictions as provided hereunder.
- 3. Price:** All prices and charges are exclusive of VAT, other taxes, withholding tax, duties, bank charges and fees. For accelerated delivery surcharges apply. u-blox reserves the right to modify prices for Products not yet invoiced if: i) inflation according to the OECD Product Price Index has increased by at least 3% since issue of the quote. In this situation u-blox may increase the price by the percentage increase of the OECD Product Price Index since issue of the quote; or ii) exchange rate USD to CHF or EUR has changed by more than 5 % since issue of the quote. In this situation, u-blox may increase the price by an equal exchange rate percentage or iii) as provided for under clause 11. and shall notify the Customer thereof as soon as possible. Customer-specific packaging is subject to extra charge. Shipment costs shall be charged by u-blox at u-blox's standard rates if no valid account number with an express carrier/package delivery company is specified by Customer in the order.
- 4. Payment Terms:** Payment is due thirty (30) days from the date of invoice (except for SIM cards). If the Customer delays payment, it shall be liable, without further notice, for default interest at the rate of six (6) % p.a. above the actual base rate of the Swiss national bank. Cheques and money drafts do not constitute payment until they have cleared. Payments other than by cheque or wire transfer require a five (5) % handling fee of the total amount. All bank charges for wire transfer must be borne by the Customer. u-blox may at any time prior to shipment demand advance payment, or satisfactory security, such as a confirmed and irrevocable letter of credit or a bank guarantee (in the format specified by u-blox) to ensure payment. Payment shall be made without set-off, counterclaim, or other deduction save as required by applicable law. Non-payment, set-off counterclaim or deduction by the Customer, save as required by applicable law, shall be deemed as a material breach by the Customer.
- 5. Delivery/Risk:** Delivery is either FCA Thalwil (Switzerland), FCA Flextronics premises in Althofen (Austria) or FCA Amkor ATP 3 premises in Biñan (Philippines) or FCA Inventec premises in Penang, Malaysia Incoterms 2020. SIM cards are delivered directly by the operator. Products are shipped by u-blox at Customer's cost and risk to the address indicated in the order. Shipments are in multiples of minimum order quantity ("MOQ") as applicable for each Product type. For quantities below MOQ a surcharge applies. Late delivery shall not justify termination of the order. Partial delivery is allowed. Delivery times may be extended in the case suppliers extend delivery times or are no longer able to deliver. u-blox shall notify Customer of any extension. u-blox may suspend the delivery of an order i) for the time period during which the value of an order and any outstanding invoices are not covered by the Customer's credit line as established by u-blox credit insurance on the shipment date or ii) if payments are overdue. u-blox may cancel a suspended order if the value of the order (together with any outstanding invoices) is not covered by u-blox' credit insurance within a period of three (3) months after the originally confirmed delivery date. u-blox shall inform Customer prior to any cancellation of an order if the placement of an order is exceeding u-blox's credit insurance limit.
- 6. Orders, Call-off Order:** Orders shall not be effective until they are confirmed by u-blox's order confirmation. Under a call-off order the Customer is obliged to call-off the total order volume within one (1) year after the date of u-blox's call-off order confirmation. Under a "mix and match" order, the Customer is given the option to choose which Products the Customer calls-off, under the condition that the Customer calls-off the total quantity of Products in the call off-order confirmation within a defined period of time. In case Customer does not call-off the entire quantity of the call-off order or the "mix and match" order, as the case may be, within the relevant time period, u-blox may charge fifty percent (50) % of the order price for the quantity the Customer failed to call-off.
- 7. Order Changes:** The delivery date of a confirmed order can be postponed by Customer to a new delivery date up to one (1) month after the original delivery date, provided the Customer notifies u-blox in writing no later than eight (8) weeks prior to the original confirmed delivery date.
- 8. Order Cancellations:** In the event Customer cancels all or part of a confirmed order, u-blox may invoice Customer a cancellation charge of fifty per cent (50%) of the order price of the cancelled quantity. Where u-blox has notified Customer that the Products are available for collection by Customer's carrier and Customer fails to arrange collection and shipment of the Products within seven (7) days of u-blox's notification, u-blox reserves the right to deem the order as cancelled by Customer and impose the above cancellation charge.
- 9. Incoming Inspection:** Customer shall perform incoming inspection as necessary to ascertain that the Products shipped correspond to the order confirmation. Customer may reject those Products that do not correspond to the order confirmation within five (5) business days from the receipt of shipment. In the event Customer does not reject the Products within the five (5) business day period, Customer shall be deemed to have accepted the delivered Products in full.
- 10. Warranties:** u-blox's Product warranty applies for a period of twelve (12) months from the date of delivery for any proven defects due to bad material or poor workmanship of u-blox's hardware. Under the warranty, u-blox undertakes, at its sole discretion, to repair or replace the defective hardware or to reimburse the purchase price for the defective hardware. It is the Customer's responsibility to arrange and pay the return shipment of the defective hardware to u-blox. Return shipment will only be accepted if such shipment is in accordance with the conditions of u-blox's Return Material Authorization (RMA) request form. Repaired or replaced hardware will be warranted hereunder only for the remaining portion of the original warranty period. Any removed hardware shall become u-blox's property. The Customer shall bear the associated costs of replacement of any defective hardware (i.e., removing, transporting and reinstalling). Any guarantee or additional warranty, implied warranty (merchantability or fitness for a particular purpose) or any return due to reasons other than the above-mentioned is expressly excluded. In particular, u-blox does not warrant: i) that the Products will meet Customer's requirements, or ii) that they will operate correctly when integrated with third-party hardware, software, antennas, firmware, networks, or services, or iii) that they will provide continuous, accurate, or uninterrupted positioning, navigation, or timing data under all conditions. Excluded from u-blox's warranty are all defects, which result from normal wear and tear or damaging external influences (e.g. electromagnetic, electrolytic, chemical, weather, air pollution), unapproved repairs, improper maintenance or storage, failure to observe the user manual, packaging and



mounting instructions, excessive loading, inappropriate or insufficient testing, inappropriate material or processes, failure to implement or to enable the implementation of updates or upgrades of firmware or software (through firmware over the air or otherwise) as recommended by u-blox. Before mass-production, Customer shall perform tests as necessary to assure that the Products are fit for the purpose intended by the Customer. u-blox's warranty applies only to Products that are identified as "Initial Production", "Mass Production", "Not Recommended for New Design" or "End of Life" and not to samples. The warranty terminates upon the Customer's breach of any obligation under the General Terms and Conditions. A warranty claim must be made within three (3) days after discovery of the defect by Customer, otherwise u-blox's warranty coverage shall not apply. Support is provided on an "as is" basis and u-blox, its affiliates and third-party licensors expressly disclaim all warranties, whether express, implied or statutory.

11. Standard Essential Patents: Customer is entitled to use u-blox's modules based on the Standard Essential Patents (SEP) licenses granted to u-blox at the date of the quote/offer to Customer for the relevant Cellular Product Use Restriction category (as defined below). New SEP licenses entered into by u-blox after the date of the quotation/offer may result in price increases to reflect increased royalty costs.

This clause states the entire license, liability and obligation of u-blox and the exclusive remedy of the Customer with respect to any alleged or actual infringement of patents, copyrights, trade secrets, trademarks, or other intellectual property rights.

Cellular Product Use Restriction: "M2M" means a module designed, marketed or sold for use by businesses and consumers principally to allow machines and devices (Devices) to communicate with each other or exchange data without, or with minimum, human interface or interaction. An M2M Device's functionality and use is not primarily related to wireless voice communications and is for permanent integration into a complete Device or item of equipment. Examples of a M2M Device includes: (1) utility meter, (2) vending machine, (3) cargo container, (4) ATM machine, (5) POS device, (6) remote monitoring, automation and control system, (7) digital sign or digital billboard, (8) portable health care device or medical apparatus used to treat a medical condition (e.g., a defibrillator), (9) alarm or security system, or (10) portable tracking devices that are primarily utilized to track people, pets, livestock, wildlife or goods, provided that all of the aforementioned equipment or devices (i) either (A) are data only (i.e. does not support two-way voice communications and does not provide or incorporate any direct connectors and/or pins which are dedicated for audio input/output or a microphone or a means of interfacing a microphone (whether by wire or wireless connection) to such device), or (B) are only capable of transmitting and receiving two-way voice communications to and from a maximum of ten (10) pre-programmed telephone numbers that can only be altered in a set-up mode, and which can be called i) automatically (for example in an emergency, accident or intrusion detection) provided that the Device is not primarily designed to be a 3G or 4G Handset, (ii) cannot provide a wireless hotspot for other subscriber Devices by means of a 3G or 4G wireless technology, and (iii) is not a 2G router. For clarity, a 2G M2M module primarily designed for M2M functionality but that has limited voice capability in normal mode of operation is M2M.

12. Software Licenses: u-blox grants Customer a non-exclusive, non-transferable, worldwide license to use the u-blox software provided to Customer to the extent necessary to operate and use the u-blox hardware. u-blox application software may be modified and sublicensed to the extent necessary for Customer and its own customers to operate and use the Products. The software and the Third-Party Software provided by u-blox is licensed pursuant to the applicable license terms identified hereunder, in a separate agreement, in the applicable source code file(s) and/or file header(s) provided in/with the software, respectively the Third-Party Software, or in the open source software terms as published on www.u-blox.com (Terms & conditions) or on the indicated website (e.g. github), which may be amended by u-blox from time to time.

13. Liability: u-blox excludes any liability for any support services. u-blox's maximum cumulative liability is limited to the lesser of CHF 100,000 or the total payment received by u-blox from Customer during the previous twelve (12) months for the Products giving rise to liability, irrespective of the orders placed by Customer. Any liability which is not expressly mentioned under the General Terms and Conditions and any liability, without limitation, for indirect or consequential damages, loss of profit, irrespective of the grounds on which it is based (including late, partial or no delivery, infringement of intellectual property rights, tort, contract or strict liability), is excluded by u-blox to the maximum extent authorized by law. u-blox's liability applies only to Products that are identified as "Initial Production", "Mass Production" or "End of Life". Customer using or selling Products in devices or systems where malfunction can result in personal injury or casualties, do so at their

own risk and agree to hold u-blox harmless from any claims, liabilities or damages as a consequence. The use or sale of Products in countries subject to different regulations and standards than those in force at u-blox's place of production, are at Customer's risk. u-blox will only be liable towards the Customer as per the terms hereof, if the Customer (a) informs u-blox immediately of any issue in the Products giving rise to liability hereunder and cooperates with u-blox to remedy such issue, (b) gives u-blox prompt written notice of any alleged or intended claim with regard to the Products by the Customer or a third party, (c) allows u-blox on its request to control the defense and/or settlement of any claim for which u-blox has an obligation to indemnify hereunder, (d) does not make any admission as to liability or agree to any settlement without first obtaining u-blox's written consent, and (e) provides to u-blox all reasonable cooperation and information as may be requested by u-blox. In the event that, following the notification of an issue giving rise to liability hereunder and prior to written certification by u-blox that the issue has been remedied, the Customer makes new or additional order/s for Product/s bearing such issue, u-blox shall not be liable and shall not indemnify the Customer for any such new or additional order/s.

14. Indemnification: Customer shall indemnify and hold u-blox harmless against any and all damages, liabilities, penalties, fines, costs, and expenses, including attorneys' fees, arising out of claims, suit, allegations or charges of Customer's failure to comply with the General Terms and Conditions.

15. Ownership: Ownership of the Hardware shall remain with u-blox until receipt of full payment. No intellectual property rights are assigned or sold.

16. Pledge or Lien: The Customer shall have no pledge or lien on the Product prior to payment.

17. Technical Information: Instructions, recommendations, data and drawings in summaries, brochures, datasheets, manuals, catalogues and on u-blox' website are not binding and do not constitute a warranty (express, implied or statutory). u-blox may modify such information at any time without notice.

18. Product Change or Discontinuation Notification: u-blox may change Products or discontinue a product according to its product change notification procedure.

19. Confidentiality: Unless a confidentiality agreement applies between the parties (which shall take precedence), the following terms shall apply: technical, financial or commercial information (including the business relationship) disclosed by u-blox to Customer shall be treated by Customer as strictly confidential and may not be copied, modified or disclosed to third parties by Customer. u-blox reserves the right to share Customer's information with third parties in order to fulfill legitimate business interests or to comply with legal requirements (including but not limited to sharing with u-blox's auditors or u-blox's licensors' auditors, as required by a court order, subpoena or government investigation).

20. Termination: Either party may terminate a quote, order or license upon the other party's insolvency, bankruptcy, liquidation or filing of any application therefore, seizure of the other party's assets or assignment to the benefit of its creditors. u-blox may terminate a quote, order and/or license with immediate effect in case of a material breach of the Customer's obligations (including but not limited to breach of Use Restrictions). u-blox may terminate a quote, order, delivery, and/or license in case a third-party claim prohibits u-blox to develop, produce, provide, sell or offer for sale a Product, software or license.

21. Export Control, Sanctions and Regulatory Compliance:

The Customer represents, warrants, and undertakes that:

a) **Restricted Destinations:** The Products shall not be exported, re-exported, transferred, shipped, or otherwise made available, directly or indirectly, to or for use in the following countries or territories, whether as end destination, transit location, or place of use: Russia (including any territories of Ukraine occupied by Russia), Belarus, Cuba, Iran, Syria, Sudan, North Korea, or any other country or territory subject to comprehensive sanctions, embargoes, or equivalent restrictive measures under EU, US, UK, Swiss, or UN law, nor to any member state of the Eurasian Economic Union (currently Armenia, Kazakhstan, Kyrgyzstan), unless expressly authorized by all applicable authorities.

b) **No Prohibited End-Use or End-User:** The Customer is not aware, and has no reason to believe, that the Products are intended for integration into, or use in connection with, products, systems, or services destined for any of the restricted destinations listed above or for any prohibited end-use under applicable export control laws.

c) **Compliance with Export Control Laws:** The Customer shall comply with all applicable export control, sanctions, and trade compliance laws and regulations, including but not limited to: EU Dual-Use Regulation (Regulation (EU) 2021/821), applicable national export control laws, U.S. Export



Administration Regulations (EAR), where applicable, and all applicable sanctions regimes.

d) **Denied Party Screening:** The Customer represents that neither it nor any of its directors, officers, affiliates, or ultimate beneficial owners is listed on any EU, US, UK, Swiss, or UN denied, restricted, or sanctioned party list.

e) **Flow-Down Obligations:** The Customer shall ensure that any resale, transfer, or distribution of products incorporating the Products is subject to contractual restrictions at least equivalent to those set out in this clause, including prohibitions on sale into restricted destinations and to prohibited end-users or for prohibited end-uses.

f) **Regulatory Product Compliance:** The Customer shall comply with all regulatory and certification requirements applicable to the Products as specified in the relevant Product documentation, including, where applicable, FCC, IC, CE, RED, or other national regulatory approvals.

Without prejudice to the foregoing, the Products shall not be used, directly or indirectly:

a) **Weapons of Mass Destruction:** in connection with the development, production, handling, operation, maintenance, storage, detection, identification, or dissemination of chemical, biological, or nuclear weapons, nuclear explosive devices, or related delivery systems;

b) **Missile Technology:** in connection with the development, production, maintenance, or storage of missiles or unmanned delivery systems capable of delivering such weapons;

c) **Embargoed Military End-Use:** for any military end-use or military end-user in a country or territory that is subject to an arms embargo or equivalent restrictive measures under EU, US, UN, or other applicable law, unless expressly authorized in writing by the competent authorities and Seller.

Remedies and Enforcement: Any breach of this clause shall constitute a material breach of the contractual relationship. In such event, Seller shall be entitled to: Terminate the contractual relationship with immediate effect; suspend current and future deliveries; and claim a contractual penalty equal to 10% of the aggregate net sales price of Products delivered to the Customer during the twelve (12) months preceding the breach, without prejudice to any further rights or remedies.

At Seller's reasonable request, the Customer shall promptly provide written confirmations, end-use statements, or compliance certifications, as the case may be, evidencing compliance with this clause.

22. Assignment: Customers forbidden to assign its rights and/or obligations in part or entirely to a third party without u-blox's written approval.

23. Force Majeure: u-blox shall not be liable for any failure or delay in performance, to the extent the failure or delay is caused by circumstances beyond its reasonable control, whether caused to u-blox directly or to one of its suppliers, which may include (but shall not be limited to) natural disasters, epidemics, diseases, acts or threats of terrorism, cyber-attacks, fire, drought, flood, explosion or other similar or dissimilar acts of God, acts of war, unrest, hostilities (whether war be declared or undeclared), operational disturbances without fault, shortages of components, changes in applicable rules and regulations, strikes, embargo or other acts of governmental or quasi-governmental restrictions or intervention, public disorder, discontinuity of internet or other network access and other unavoidable events. u-blox reserves the right to reschedule any date/s and adjust any price/s in relation to such performance; and Customer shall not be entitled to cancel the order and/or terminate the Agreement due to such failure or delay.

24. Severability: If any term of the General Terms and Conditions is or becomes illegal, invalid or unenforceable in any applicable jurisdiction, this shall not affect the legality, validity or enforceability of any other term of the General Terms and Conditions, and such term shall be replaced by the term that comes closest to its intended economic purpose to the maximum extent authorized by law.

25. Law and Jurisdiction: All contracts between the Parties are subject to Singapore material law for Customers located in the Asia Pacific region (APAC) and English material law for Customers located in the rest of the world, excluding any conflicts of law provisions. In the event of any dispute in the APAC region, the place of venue shall be the courts of Singapore and for any dispute in the rest of the world, the place of venue shall be the courts of London, except where u-blox raises a claim at the Customer's place of residence or at the place of delivery, whereupon the dispute shall be heard in the nearest court to such location.

26. Survival: Clauses 2, 12 to 16, and 19 to 24 shall survive termination of the General Terms and Conditions.