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"). 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 or by using support or Data Services, Customer exclusively accepts these General Terms and Conditions.

2. **Use Restrictions:** 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. Customer may not integrate the Products into its own modules for the sale as standalone goods. Products may not be used:
   i) in weapons and weapon systems (e.g., systems for identifying targets or for the guidance of missiles, bombs or bullets (except when exclusively designed for the localization and disablement of land or water-based mines)), including for testing and simulation of such weapon systems;
   ii) in military drones, military unmanned vehicles or military robots (except when exclusively designed for localization and disablement of land or water- based mines).
   Products are not intended for use as Critical Components (as defined below) in or in combination with (a) automated driving assistance device or system in any automotive application and mechanism (except where the Products are ISO 26262 compliant as stated in the Product data sheet), or (b) any kind of medical life-saving or life support device or system (including any device or system that is intended for surgical implant into the human body or to support or sustain life) and whose malfunction or failure to perform may result in significant injury or death to the user, or (c) any nuclear facilities, or (d) any air traffic control device, application or system, or (e) any other device, application or system where it is reasonably foreseeable that failure of the Product(s) as used in such device, application or system would lead to death, bodily injury or property damage. A Component is Critical when its malfunction or failure to perform may cause the failure of a device or system, or may affect the effectiveness of such device or system. u-blox excludes its liability for any prohibited use or a use for which Products are not intended even if u-blox has been informed of such use, and Customer shall indemnify u-blox from claims resulting from such use. 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.

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 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. 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). 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" 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:** Depending on which option Customer has chosen, either one or the other of the following terms apply:

Premium option terms: Subject to the conditions and limitations of these General Terms and Conditions, u-blox shall cover the Customer for any claim brought against the Customer provided such claim is alleging the modules purchased by the Customer directly from u-blox has infringed patents which are essential ("Standard Essential Patents") for the 2G, 3G and/or 4G standards (as defined below) as follows: If a third party raises a justified claim against Customer within two (2) years of the date of delivery by u-blox, u-blox shall enter into negotiations with the third party for a fair, reasonable and nondiscriminatory (FRAND) license from the third party for the modules. u-blox has no obligation to enter into such negotiations if (i) the owner of the Standard Essential Patent claims royalties from downstream users and not from module manufacturers, or (ii) Use Restrictions defined hereunder are infringed or, (iii) the Customer (or the Customer's customer) has been granted a license for such Standard Essential Patents. In circumstances mentioned under (i), u-blox shall indemnify Customer up to the amount of a fair, reasonable and nondiscriminatory license fee which the owner of the Standard Essential Patent would obtain directly from u-blox for the infringement by u-blox's module.

u-blox will only cover the Customer if the Customer (a) gives u-blox prompt written notice of any alleged or threatened claim, (b) allows u-blox on its request to control the defense and/or settlement of such claim, (c) does not make any admission as to liability or agree to any settlement without first obtaining u-blox's written consent and (d) provides to u-blox all reasonable cooperation and information as may be requested by u-blox.

Prime option terms: Customer is entitled to use u-blox's modules based on the Standard Essential Patents 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 Standard Essential Patent licenses entered into by u-blox after the date of the quotation/offer may result in price increases to reflect increased royalty costs.

The Premium option terms do not apply.

Conditions to Standard Essential Patents coverage: Customer represents not to have a license for Standard Essential Patents and shall indemnify u-blox in case of any breach of this representation. u-blox shall not cover the Customer with respect to any claims arising out of or relating to either (a) the use or incorporation in the module of any design, technique or specification originating from, furnished or requested by the Customer if the infringement would not have occurred without such use or incorporation (b) the combination by Customer of the Products (or elements thereof) or incorporation into the modules (or elements thereof) of any other product, software, process, material, component, service, data or subassembly if the infringement would not have occurred without such combination or incorporation (c) Customer not complying with any method or process in which the modules must be used (but this shall not apply when the modules are used by Customer on a standalone basis) (d) the modification of the module by the Customer or any person or entity other than u-blox, if the infringement would not have occurred without such modification (e) any suit or allegation initiated by Customer (by way of example a counter claim), (f) Customer's failure to use modules or instructions provided by u-blox that would have avoided the infringement or (g) the use of the modules by Customer other than as permitted in the General Terms and Conditions and any related documentation.

This clause states the entire 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.

This clause does not apply to SIM cards.

12. **Cellular Product Use Restrictions**

"2G means": recognized standards officially promulgated by one or more standards setting organizations defining GSM, GPRS, EDGE, GERAN, and TETRA.

"3G means": recognized standards officially promulgated by one or more standards setting organizations defining CDMA family of standards (e.g., CDMA2000 1xRTT, CDMA2000 EV-DV, CDMA2000 EV-DO Rev A and B); TD-CDMA and TD-SCDMA; WCDMA (FDD and TDD) Releases 99 and 4 through 7; UMTS and any HSPA specifications (e.g., HSDPA, HSUPA and HSPA+) included in Releases 8-10 and subsequent releases, both within the 3rd Generation Partnership Project (3GPP).

"4G" means: recognized standards officially promulgated by one or more standards setting organizations: (i) any and all releases of OFDM-based standards resulting from the Long Term Evolution (LTE) project, the Long Term Evolution Advanced (LTE Advanced) project and the Long Term Evolution Advanced Pro (LTE-A Pro) project, each within the 3GPP, beginning with Release 8 and any and all subsequent releases, and all improvements and revisions thereto; and (ii) the IEEE standard known as 802.16. For the purpose of clarity, 4G Licensed Standards includes, but is not limited to, those standards referred to as LTE Cat 0, LTE Cat M, LTE Cat 1, LTE CAT 4, LTE CAT 6, NB-IoT, and all LPWA and LTE versions (including these and other low-power categories that may eventually be included in a 4G or 5G release, if such categories are LTE air interface based) or included in an LPWA evolution of mMTC based technology. "4G" according to this Agreement does not include any audio including voice-primarily video codec that may be referenced in such 3GPP specifications, e.g. Advanced Audio Coding (AAC), Enhanced Voice Services (EVS), High Efficiency Video Coding (HEVC) or Versatile Video Coding (VVC) and their evolutions.

"Embedded Application" means the use of any assembly, module or modem card, including any 3G or 4G modem, embedded within another product in such a way that such assembly, module or modem card is not attachable to or detachable from such other product by an end-user consumer without the use of a tool.

A Cellular Product as indicated in u-blox's order confirmation is subject to the following use restrictions ("Use Restrictions"):

"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.

"Connected Vehicles" means a module that is used only for permanent integration into a device that cannot be attached or detached from a vehicle by an end user without losing the capability to initiate or receive wireless communication transmissions and is not defined in the "Telematics" use restrictions definition, below.

"Consumer" means a module that must be physically integrated into a device which is a) designed, marketed or sold for use by individuals for entertainment, communications or productivity purposes and not for manufacture and whose primary functionality and use is not related to wireless voice communications and which falls in one of following product categories: cameras, pc card modems, USB sticks, PNDs, mobile computing,

gaming, and similar entertainment, communication or productivity devices or b) a computer, including without limitation, a personal computer, laptop, tablet, e-reader, netbook, Mobile Internet Device (MID), or Ultra Mobile Personal Computer (UMPC), or security device.

"Handset" means a 3G or 4G module used in a terminal unit that must be physically integrated into a device marketed and sold for use in a terminal product in final form ready for use by the end user (or substantially completed in a partially or assembled form for final manufacturing, packaging, sale and distribution) that (a) contains the necessary hardware and/or software to enable voice communications (including without limitation using a cellular voice channel, VOIP, or otherwise) without the need to be coupled to another device (though the need to be coupled to a separate microphone or speaker, such as a Bluetooth earpiece (e.g., a watch phone) shall not disqualify a product from being a Handset); and (b) is designed to be easily carried on one's person (e.g., in one's hand, on one's wrist, on one's ear, or in one's pocket) or in one's vehicle. By way of example, Handset includes, without limitation, devices commonly referred to in the industry as low/voice centric phones, smart phones, feature phones, enhanced phones, multimedia-centric phones, smartwatches, wireless-enabled desktop phones, car phones, and wireless-enabled PDAs, but does not include, without limitation, Consumer Electronic Devices, M2M Devices, or Wireless Modules.

"Telematics" means a module that is used only for permanent integration into a device which (i) is incorporated into and is not detachable from an automobile, truck, bus or ship, and ii) is not capable of initiating or receiving 3G or 4G communication unless such device is physically and electrically connected to an automobile, truck, bus or ship, and iii) is data only, provided that the device may be pre-programmed or configured to make one-way calls to no more than ten (10) telephone numbers (for example, to send alerts in an emergency, accident, receive instruction, or intrusion or similar event), and iv) is not capable of providing a wireless hotspot for, or two-way voice communications with, another device, and v) does not provide any of the following capabilities: navigation assistance, streaming video, streaming audio, web browsing, or other infotainment services. A Telematics module cannot be attached or detached from the vehicle by an end user consumer without losing the capability to initiate or receive wireless communication transmissions. A Telematics module may also be referred to as a "Fleet Tracking Device" module.

"Laptop" means a module that is used only for permanent integration into a complete end-user terminal that (i) is designed primarily for use as a personal computer, (ii) includes a keyboard with a minimum of 26 keys, (iii) has a non-foldable screen with a screen size of at least 7 inches diagonal (or across its largest dimension), (iv) weighs at least 12 ounces, and (v) includes a tracking/pointing stick, touch screen, rollerball or touchpad to move the cursor. The Laptop Module cannot be attached or detached from the terminal by an end-user consumer without the use of a tool.

"3G Other", "4G Other" are 3G or 4G modules which do not fall into any of the above categories. In-band modem features may only be used for emergency purposes.

Acknowledgment of Use Restrictions: Customer expressly acknowledges and agrees that the Cellular Products purchased by Customer from u-blox may be used by Customer only for the limited purposes specified in the applicable Use Restriction(s).

Audit: Upon u-blox's reasonable request, made at any time during a five (5) year period following delivery of Products, Customer agrees to provide u-blox with access to its books, records and customer contracts solely to enable u-blox to confirm that Customer has complied with the Use Restrictions set forth herein. Third Party Beneficiary: The parties expressly acknowledge and agree that in the event of Customer's breach of the Use Restrictions, u-blox's Standard Essential Patent licensors shall be regarded as third-party beneficiaries ("Third Party Beneficiary") solely for the purposes of enforcing the terms of this Clause. Furthermore u-blox may assign its right to collect any additional royalties owed to the Third-Party Beneficiary who may collect such additional royalties directly from the Customer (instead of u-blox collecting such additional royalties on behalf of the Third-Party Beneficiary).

13. **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.

RIL Software License: In case Customer purchases u-blox cellular Products (2G, 3G, 4G modem modules family) and requires a license to use the radio interface layer ("RIL") Software ("RIL Software"), the following terms shall apply: u-blox grants Customer a worldwide, non-exclusive, non-transferable, perpetual, without the right to sublicense, free of charge license to compile the RIL Software's source code ("Source Code") into object code format in Customer's platform containing the Product for the development, production (including production by Customer's subcontractors), sale, distribution, support and demonstration of Customer products ("RIL Software License"). Customer, except where explicitly stated otherwise, furthermore acknowledges and agrees: (i) not to use, copy, modify, port, translate, or otherwise reproduce or create derivative works of the RIL Software without the prior written permission of u-blox; (ii) not to decompile, disassemble, reverse engineer or attempt to reconstruct, identify, discover or disclose any Source Code, underlying user interface techniques or algorithms of the RIL Software; (iii) to reproduce the proprietary notices contained in the RIL Software and to include the applicable copyright notice each time the RIL Software is distributed; (iv) that it must have the appropriate licenses from operating system providers to develop and distribute products with the operating system; (v) to refrain from all illegal conduct and to fulfill all legal requirements placed upon Customer to perform its obligations hereunder; (vi) to not knowingly distribute the RIL Software to any person who infringes the copyright holder's rights to the RIL Software; (vii) to not distribute or provide access to the Source Code in the open source community or to provide it to general public libraries and to not knowingly take any action that would cause the Source Code to be placed in the public domain; (viii) to ensure the execution of reasonable measures to protect the confidentiality and security of the Source Code (including but not limited to: access only to a controlled group of individuals, no permission to work on development or modification of any competitive software, keep hard disk copies on password protected computers only, no transfer of soft copies across any Internet link except when password protected, keep all hard copies secured, immediately inform u-blox of any unauthorized use or disclosure, cooperate with u-blox to remedy such use or disclosure). In the event of a material violation of these provisions, which has not been cured within thirty (30) days of receipt of written notice from u-blox, u-blox shall be entitled to immediately terminate this license agreement. In such event, Customer shall immediately provide all Source Code to u-blox and certify compliance with these obligations. The RIL Software is delivered on an "as is" basis without warranty, representation or condition of any kind, including without limitation, the implied warranties or conditions of merchantable quality and fitness for a particular purpose. u-blox represents to Customer that, to the best of its knowledge, the RIL Software does not infringe any intellectual property rights of any third party. In no event shall u-blox or its licensors (including their respective licensors or suppliers) be liable for any loss of data, re-procurement costs, loss of revenues, loss of profits, loss of use or for any other consequential, indirect, exemplary, special or incidental damages arising under or in connection with this license, even if the other party has been advised of the possibility of such damages. Customer acknowledges that u-blox disclaims all liability of any nature to Customer's own customers, whether direct, indirect, incidental, consequential, arising out of the Customer's own customers' use of third-party technology utilized with the RIL Software, and Customer agrees that Customer and its own customers shall have no claims against u-blox or its licensors (incl. their respective licensors or suppliers) whatsoever with respect thereto. This license agreement shall continue until terminated by u-blox in accordance with the aforementioned provisions or by Customer upon thirty (30) calendar days' prior written notice to u-blox. Each party shall return confidential information to the other within thirty (30) days from termination. Customer may dispose of RIL Software in Customer's inventory within a period of ninety (90) days. Termination of the General Terms and Conditions terminates all of Customer's license rights under this RIL Software License. Termination shall not affect Customer's right to develop, produce, sell, distribute, support and demonstrate its products containing the platform with the u-blox Product and the RIL Software in compiled object code form on the termination date. Customer acknowledges and agrees that the RIL Software and its documentation are confidential information of u-blox or its licensors (incl. their respective licensors or suppliers).

14. **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.

15. **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.

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

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

18. **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.

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

20. **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).

21. **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.

22. **Export Control and Regulatory Requirements:** Customer represents that i) the Product will not be shipped directly or indirectly to or be transited through the following countries: Russia (including territories occupied in Ukraine), Belarus, Cuba, Iran, Syria, Sudan, North Korea, or to any member state of the Eurasian Economic Union (Armenia, Kazakhstan, Kyrgyzstan), ii) he/she is not aware that the Product is intended for integration in a product for use in any of the aforementioned countries or iii) the Product will not be shipped contrary to export controls or other restrictions under any applicable law or regulation iv) he/she is not on a US or EU denied person or entity list and v) he/she will not sell its product integrating the Product to a customer who is not incorporating into his/her contracts a prohibition to sell its products into any of the aforementioned countries. A breach of the obligations and representations in this clause constitutes a material breach and u-blox may terminate any contractual relationship with the Customer with immediate effect. In addition, u-blox may claim a penalty of 10% of the Product sales price shipped to Customer during the 12 months preceding the breach. At u-blox's request, Customer will sign a letter confirming the above. Customer is obliged to comply with the regulatory requirements applying to each Product as indicated in the respective Product's documentation (e.g., U.S. FCC or IC regulations).

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

24. **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.

25. **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.

26. **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.

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

Issue 2024 version 1.

Looking for pricing, stock, or lifecycle information?

Click below to explore more details on WIN SOURCE:

- View NEO-6T-0 on WIN SOURCE
- U-blox Information

Optimize Your Supply Chain with WIN SOURCE Solutions

- Global Sourcing Solution
- Obsolete Management
- Cost Control Management
- Shortage Management
- Alternative Solution
- Excess Inventory Management