

UHU TECHNOLOGIES LLC GENERAL TERMS AND CONDITIONS OF SALE

1. **ORDER OF PRECEDENCE:** In the event of a conflict between any terms and conditions on any quote, these General Terms, and any Buyer's terms and conditions contained in or attached to any order that are expressly accepted in writing by an authorized representative of UHU Technologies, the order of precedence, in decreasing order of preference, shall be the terms and conditions on or referenced by the quote, followed by Buyer's terms and conditions expressly accepted in writing by an authorized representative of UHU Technologies, followed by these General Terms, including, in each case, any attachments or exhibits.
2. **ORDER CANCELLATION:** In case of cancellation at least one-month prior to delivery, at the discretion of UHU Technologies, (a) Buyer may be charged and agrees to pay up to 50% of the total order, (b) software and non-recurring engineering charges (NRE) as quoted, or at prevailing rates, may be invoiced to Buyer at 100%, and (c) any down payment received by UHU Technologies for custom-configured systems is not refundable. No order is cancelable within one month of, or after delivery.
3. **DELIVERY:** UHU Technologies is typically Free Carrier (FCA) point of shipment from its facility. The Customer pays for shipping costs that are in addition to the product purchase price. Once product is delivered to shipment carrier, this is considered delivered to Customer.
4. **FORCE MAJEURE:** UHU Technologies will not be responsible for any failure to perform due to causes beyond its reasonable control, such as, but not limited to, acts of God, acts of civil or military authority, judicial action, default of subcontractors or vendors, priorities, labor disputes, strikes, epidemics, explosion, accident, quarantine restrictions, failure or delays on transportation, and inability to obtain necessary labor, materials or manufacturing facilities. In the event of any delay due to such causes, or other difficulties, (whether similar in nature to any of those specified) the date of delivery will be extended for a period equal to the time lost. No form of compensation or penalties for such delay of delivery will be allowed. Should a delivery be delayed for a reason that is outside the control of UHU Technologies, it will be deemed to have been made on the agreed date.
5. **TECHNICAL ACCEPTANCE:** Buyer will bear the cost of any technical acceptance procedure relating to the Goods, and this will be carried out within seven (7) days from the date of delivery. Completion of technical acceptance will not be deemed to be a condition precedent of the sale and payment.
6. **SHORTAGES AND DEFECTS:** Any claim of shortages or defects must be made by Buyer within seven (7) days after ship date. Claims must be provided to UHU Technologies in writing. Buyer will afford UHU Technologies prompt and reasonable opportunity to inspect all Goods for which any claim is made. Buyer will not return any Goods to UHU Technologies without prior authorization.
7. **RETURNS:** Returns, under warranty or otherwise, will not be accepted unless a return authorization has been issued by UHU Technologies. The Buyer must reference the proper return authorization number on all packages and paperwork.



UHU TECHNOLOGIES LLC GENERAL TERMS AND CONDITIONS OF SALE

8. **PRICE:** The price of the Goods will be the price set out in UHU Technologies written acknowledgement of receipt of Buyer's order, UHU Technologies quote, or UHU Technologies published price list at the time of acknowledgement of receipt, in that order of preference.
9. **TAXES:** The prices stated in the quote or in the order acknowledgement do not include any provision for sales, use, excise, VAT or similar taxes or governmental charges. The amount of any such present or future taxes or other government charges applicable to the Goods sold may be added by UHU Technologies to the sales price and will be paid by Buyer, unless Buyer provides evidence of tax-exemption certificate acceptable to the relevant taxing authority.
10. **PAYMENT TERMS:** If Buyer has not established preliminary credit with UHU Technologies, prepayment of the full amount of the order is required. UHU Technologies reserves the right to review and approve Buyer's credit prior to acceptance of an order and Buyer hereby authorizes UHU Technologies or its agent to obtain credit reports from commercial credit reporting agencies for this purpose. All quotes are in the currency indicated in such quote. All payments must be made in the currency indicated in the corresponding order. Buyer agrees to pay UHU Technologies all undisputed amounts due under each invoice via check, Automated Clearing House debit, Electronic Funds Transfer, or direct debit from Buyer's bank account within thirty (30) days after the invoice date, or earlier if required under the first sentence of this section. All past due invoices are subject to an interest charge of 2% per month or partial month in addition to any collections expenses. In the event of default of payment by Buyer, UHU Technologies is entitled to take back the Goods, and Buyer is obliged to hand them over. All costs incurred in this recovery process will be borne by Buyer. In addition, Buyer will owe a minimum indemnity set at 15% of the amount of the subject invoice.
11. **ADDITIONAL TERMS OF PAYMENT:** Each shipment will be invoiced as a separate transaction. If shipments are delayed by Buyer, payments will be due on the date when UHU Technologies is prepared to make shipment. Goods held for Buyer will be at the risk and expense of Buyer. Except as otherwise provided in the order, Goods shipped as exchanges will be invoiced for full value until the exchange is complete and the Goods have been returned to UHU Technologies in good and working condition; only then will full value credit be given to Buyer. In the event of bankruptcy or insolvency of Buyer, or in the event any proceedings are brought by or against Buyer under any bankruptcy or insolvency laws, UHU Technologies will be entitled to cancel any order then outstanding and will receive reimbursement for its cancellation charges.
12. **TITLE AND RISK OF LOSS:** UHU Technologies retains title and risk of loss and damage to the Goods, including, without limitation, any software (including, without limitation, firmware, licenses, application software, etc.), until delivery of Goods to first common carrier or other delivery agency for shipment to Buyer. In the case of electronic delivery of software, delivery will be deemed to have occurred upon electronic transmission by UHU Technologies. Thereafter, title and risk of loss and damage to the Goods will reside in the Buyer.

UHU TECHNOLOGIES LLC GENERAL TERMS AND CONDITIONS OF SALE

13. **COLLATERAL:** As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants UHU Technologies a lien on and security interest in all of the rights, titles and interests of Buyer in, to and under these Goods.
14. **REMEDIES FOR BUYER'S BREACH OR DEFAULT:** Upon any default or breach by Buyer hereunder, UHU Technologies will have all of the rights and remedies set forth in these General Terms and of a secured party under the Uniform Commercial Code or other applicable law, which rights will be cumulative. In the event that UHU Technologies brings an action for collection of any overdue amount payable under any order Buyer will pay the cost of collection including, without limitation, reasonable attorneys' fees and costs. In addition to any remedies that may be provided under these General Terms, UHU Technologies may terminate any or all outstanding orders with immediate effect upon written notice to Buyer, if Buyer (a) fails to pay any amount due under any order; (b) has not otherwise performed or complied with any of these General Terms, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings related to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.
15. **COMPLIANCE WITH LAW:** Buyer and UHU Technologies will comply with all applicable laws, statutes and regulations related to the manufacture, sale and use of the Goods.
16. **ANTI-CORRUPTION COMPLIANCE:** Buyer will comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption, including, without limitation, the United States Foreign Corrupt Practices Act.
17. **EXPORT CONTROL:** Buyer and UHU Technologies agree to comply with all applicable local and international export control laws and regulations, including, without limitation, the requirements of obtaining any export license or agreement as necessary, and the U.S. Arms Export Control Act 22 U.S.C. Chapter 39, including, without limitation, the International Traffic in Arms Regulation (ITAR), 22 CFR 120 et seq.; and the Export Administration Regulations (EAR) 15 C.F.R. Parts 730-774, including, without limitation, the requirement for obtaining any End User Certificate, export license or agreement, if applicable. Neither party will, directly or indirectly, re-export any controlled commodities that are subject to these General Terms, unless the required export license, agreement or applicable exemption or exception is obtained from the proper government agency(ies) prior to export. Buyer will immediately notify UHU Technologies if Buyer becomes listed in any Restricted Parties List(s). The Buyer will maintain an effective export-import compliance program in accordance with the ITAR and the EAR. Where Buyer is a signatory under a UHU Technologies export license or export agreement (e.g., TAA, MLA), Buyer will provide prompt notification to UHU Technologies in the event of changed circumstances including, without limitation, ineligibility, a violation or potential violation of the ITAR, and the initiation or existence of a U.S. Government investigation that could affect Buyer's performance under these General Terms. Buyer will be responsible for all claims, causes of action, losses, liabilities, damages, costs and expenses, including, without limitation, attorneys' fees and costs, arising from any act or omission of Buyer, its officers, employees, agents, suppliers or subcontractors at any tier, in the performance of any of its obligations under this clause.

UHU TECHNOLOGIES LLC GENERAL TERMS AND CONDITIONS OF SALE

18. **COMMERCIAL USE:** Buyer represents and warrants that all purchases of Goods under any order will not be used in the performance of a contract or subcontract with any government in a manner so as to affect UHU Technologies rights to data, technology, software or other intellectual property supplied by UHU Technologies.
19. **INTELLECTUAL PROPERTY AND PATENTS:** UHU Technologies will retain and own all rights, titles and interests in and to any intellectual property that UHU Technologies owned or had rights to before the date of the order subject to these General Terms. Buyer will indemnify, defend and hold UHU Technologies harmless against any losses, liabilities, damages, costs or expenses, including, without limitation, reasonable attorneys' fees and costs, resulting from any suit or proceeding brought for infringement of patents, copyrights, trademarks, trade secrets or other intellectual property rights or for unfair competition arising from compliance with Buyer's designs, specifications or instructions. With respect to Goods manufactured solely to UHU Technologies' design or specifications, UHU Technologies will indemnify, defend and hold Buyer harmless against any losses, liabilities, damages, costs or expenses resulting from any third party action or claim that any Good infringes, in the territory where the UHU Technologies entity issuing the order or agreement to which the present General Terms apply is located, any patent, copyright, trademark, trade secret, or other intellectual property right(s) valid in such territory, or results in bodily injury or property damage; provided, however, that (i) UHU Technologies is promptly notified of any and all threats, actions or claims related thereto, (ii) UHU Technologies will have exclusive control of the defense and settlement thereof, (iii) upon request and free of charge, Buyer furnishes to UHU Technologies information available to Buyer for such defense, and (iv) Buyer provides UHU Technologies with reasonable assistance, at UHU Technologies reasonable expense. If the Goods or any parts thereof are held to constitute infringement in the territory where the UHU Technologies entity issuing the order or agreement to which the present General Terms apply is located, and the use of the Goods or parts is enjoined in such territory, UHU Technologies will, in its sole discretion, at its own expense, either procure for Buyer the right to continue using the Goods or parts in such territory, or replace them with non-infringing goods in such territory; or modify them so they become non-infringing in such territory; or remove the Goods or parts and refund the purchase price and the transportation costs thereof. UHU Technologies will not be liable for any losses, liabilities, damages, costs or expenses incurred by Buyer as a result of any suit or proceeding to the extent (x) relating to the use of any Goods, or any part thereof, furnished hereunder, for a purpose that is not their ordinary purpose or in a territory which is different from the one where the UHU Technologies entity who issuing the order or agreement to which the present General Terms apply is located, or (y) relating to the use of any Goods, or any part thereof, furnished hereunder, in combination with goods or services not supplied by UHU Technologies, or (z) that a manufacturing or other process utilizing any Good, or any part thereof, furnished hereunder, constitutes either direct or contributory infringement of any patent. Because UHU Technologies will have exclusive control of resolving claims under this clause, in no event will UHU Technologies be liable for Buyer's attorneys' fees or costs. Any liability of UHU Technologies under this clause is subject to the provisions of the "Limitation of Liability" section of these General Terms.
20. **CONFIDENTIALITY:** The studies, plans, drawings and documents provided by or sent by UHU Technologies will remain the property of UHU Technologies. Buyer may not disclose any proprietary information of UHU Technologies to third parties for any reason whatsoever without prior written approval of UHU Technologies.



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21. **LIMITED WARRANTY:** If UHU Technologies delivers defective product as determined by UHU Technologies, UHU Technologies has the responsibility to repair the product, replace the product, or provide a refund of the sale of the product within 90 days of identification of defect.
22. **LIMITATION OF LIABILITY:** UHU Technologies' liability arising out of or relating to its performance of an order made hereunder is limited to the order price for the specific good that gives rise to the liability. In no event will either party or its affiliates or their respective officers, directors, employees or agents be liable to the other party for any indirect, special, incidental, exemplary or consequential damages, or for lost profits, regardless of the form of action, whether based on warranty (expressed or implied), contract, tort (including, without limitation, strict liability) or any other theory of liability and even if such party has been advised of the possibility of such damages. Due to the continual development of new technologies for the interference and attacks on GNSS infrastructure and systems, UHU Technologies does not warrant that interference detection and mitigation products, including software or any equipment, system on which the software is used will be free of vulnerability to interference or attack.
23. **NOTICES:** All notices, requests, consents, claims, demands, waivers and other communications hereunder will be in writing and addressed to Buyer or UHU Technologies, as applicable. Except as otherwise provided in these General Terms, a notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the notice has complied with the requirements of these General Terms.
24. **ASSIGNMENT:** As used herein, "Buyer" and "UHU Technologies" include their respective successors and assigns. No right or interest arising under this document or any order will be assigned by Buyer and no delegation of any obligation owed by Buyer will be made by Buyer without the prior written approval of UHU Technologies, which approval will not be unreasonably withheld. UHU Technologies may assign its rights and interests and may delegate its obligations under any order, in whole or in part, free of any obligation to obtain consent or pay any fee or any other compensation, (a) to an affiliate or (b) in the event of (i) a merger, reorganization, spin-off of one or more subsidiaries, consolidation, or sale of all or substantially all of (A) its assets or control of its voting stock or other securities or (B) the assets or control of the voting stock or other securities of one of its subsidiaries, divisions, business units or operations; or (ii) any other similar restructuring activity, including, without limitation, a spin-off of one or more of its subsidiaries.
25. **TYPOGRAPHICAL ERRORS:** Typographical errors are not binding and are subject to correction.
26. **GOVERNING LAW AND JURISDICTION:** The validity, performance and all matters relating to the effect of these General Terms and the transactions to which they relate will be governed by the laws of country where the office of the UHU Technologies entity issuing the order or agreement to which the present General Terms apply is located, without reference to conflicts of law principles. The parties hereby consent to jurisdiction of the country and venue in the city where the office of the UHU Technologies entity issuing the order or agreement to which the present



UHU TECHNOLOGIES LLC GENERAL TERMS AND CONDITIONS OF SALE

General Terms apply is located. The prevailing party will be entitled to recover reasonable attorneys' fees and other costs incurred in any suit or proceeding, in addition to any other relief to which the prevailing party may be entitled.

27. **COUNTERFEIT PARTS PREVENTION:** UHU Technologies is committed to preventing use of counterfeit parts to guarantee conformity of its products. For that purpose, UHU Technologies maintains a counterfeit risk mitigation process that follows SAE AS5553 guidelines. For non-OEM electrical components obtained from sources other than authorized distributors, UHU Technologies verifies their authenticity through validation tests and inspections.
28. **NO WAIVER:** UHU Technologies' failure to insist upon performance of any of the terms and conditions set forth herein or to exercise any right hereunder on any one or more occasions will not be deemed to be a waiver of such terms, conditions or rights, nor will it be deemed to be a waiver of any other term, condition or right set forth herein, unless the waiver is confirmed in writing by an authorized representative of UHU Technologies.
29. **SEVERABILITY:** In the event any one or more of the provisions of these General Terms are held to be unenforceable under applicable law, (a) such unenforceability will not affect any other provision of these General Terms; (b) these General Terms will be construed as if said unenforceable provision had not been contained herein; and (c) the parties will negotiate in good faith to replace the unenforceable provision with a provision that has the effect nearest to that of the provision being replaced.
30. **INDEPENDENT CONTRACTORS:** The parties are independent contractors, and no other relationship, including, without limitation, partnership, joint venture, employment, franchise, master/servant or principal/agent is intended by these General Terms. Neither party has the right to bind or obligate the other party.
31. **LANGUAGE:** This document may be made available in more than one language. In case of conflicting meanings or translations, the English version will prevail.
32. **ENTIRE CONTRACT:** Unless there are prevailing agreements in place by the parties, these General Terms, any orders to which these General Terms are attached, and any attachments hereto and thereto constitute the entire understanding between the parties concerning the subject matter hereof and supersede all prior discussions, agreements, and representations, whether oral or written and whether or not executed by Buyer and UHU Technologies, except those expressly set forth herein.