

General Terms and Conditions

- General:** Unless otherwise expressly agreed in writing, all offers, orders, shipments, uses of Fixposition's firmware, software and hardware ("Products"), as well as all support and data services ("Data Services") and third-party software provided by Fixposition ("Third-Party Software") are governed by these general terms and conditions ("General Terms and Conditions"). Any terms and conditions stipulated by the Customer which are different from the General Terms and Conditions shall be valid only if expressly agreed by Fixposition in writing. These General Terms and Conditions constitute the entire, complete and exclusive agreement between Fixposition and the Customer ("the parties"). By taking delivery of Products or Third-Party Software or by using support or Data Services, Customer accepts these General Terms and Conditions. Orders shall not be effective until they are confirmed by Fixposition's order confirmation.
- Conditions of Use:** Fixposition grants Customer a non-exclusive, nontransferable, worldwide license to use the Fixposition software provided to Customer to the extent necessary to operate and use the Fixposition hardware. It is, unless expressly authorized in this Clause 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 open, reproduce, change or reverse engineer the hardware. Fixposition's Products may not be used in weapons and weapon systems, including for testing and simulation of such weapon systems. Fixposition's Products are not intended for use as critical components in or in combination with (a) automated driving assistance device or system in any automotive application and mechanism, or (b) any air traffic control device, application or system, or (c) 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. Any use for which Fixposition Products are not intended for is at customer's risk and customer shall indemnify Fixposition from claims resulting from such use.
- Price:** All prices and charges are exclusive of VAT, other taxes, withholding tax, duties, bank charges and fees. Fixposition reserves the right to modify prices for Products not yet shipped if the raw material prices have significantly changed and shall notify the Customer thereof as soon as possible. Shipment costs shall be charged by Fixposition at Fixposition's standard rates if no valid account number with an express carrier/package delivery company is specified by Customer in the order.
- Payment Terms:** Payment is due thirty (30) days from the date of invoice. If the Customer delays payment, it shall be liable, without further notice, for default interest at the rate of five (5) % p.a.. All bank charges for wire transfer must be borne by the Customer. Fixposition 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 Fixposition) to ensure payment.
- Call-off Order:** Under a call-off order the Customer is obliged to call-off the total order volume within one (1) year after the date of Fixposition's call-off order confirmation. Delivery dates cannot be changed without Fixposition's written approval. In case Customer does not call-off the entire quantity within the relevant time period, a cancellation charge of fifty (50) % of the order price for the outstanding quantity shall apply.
- Order Changes and Cancellation:** 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 Fixposition in writing no later than eight (8) weeks prior to the original confirmed delivery date. In the event Customer cancels all or part of a confirmed order (including under a call-off orders), Customer agrees to pay a cancellation charge of fifty (50)% of the order price.

7. **Delivery/Risk:** Products are shipped by Fixposition at Customer's cost and risk to the address indicated in the order. Late delivery shall not justify termination of the order. Partial delivery is allowed. Fixposition may suspend the delivery of an order if payments are overdue.
8. **Acceptance:** 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.
9. **Warranties:** Fixposition'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 Fixposition's hardware. Under the warranty, Fixposition 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 Fixposition. 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 Fixposition's property. The Customer shall bear the associated costs of replacement of any defective hardware (i.e. removing, transporting and reinstalling). Excluded from Fixposition'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 and mounting instructions, excessive loading, inappropriate or insufficient testing, inappropriate material or processes, failure to implement updates or upgrades of firmware or software as recommended by Fixposition. Before mass-production, Customer shall perform tests as necessary to assure that the Products are fit for the purpose intended by the Customer. Fixposition'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 Fixposition's warranty coverage shall not apply. Support is provided on an "as is" basis and Fixposition, its affiliates and third-party licensors expressly disclaim all warranties, whether express, implied or statutory.
10. **Indemnification:** Customer shall indemnify and hold Fixposition 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.
11. **Ownership:** Ownership of the Hardware shall remain with Fixposition until receipt of full payment. No intellectual property rights are assigned or sold.
12. **Technical Information:** Instructions, recommendations, data and drawings in summaries, brochures, datasheets, manuals, catalogues and on Fixposition' website are not binding and do not constitute a warranty (express, implied or statutory). Fixposition may modify such information at any time without notice.
13. **Assignment:** Customer is forbidden to assign its rights and/or obligations in part or entirely to a third party without Fixposition's written approval.
14. **Resale Prohibited:** Customer shall not resell Products, through brokers, exporters, or otherwise, except as integrated into a product sold by Customer and that contains substantial value-added circuitry or software. If Customer breaches the terms of this section, Customer agrees to fully indemnify Fixposition, its officers, employees and distributors, from any and all liability related to such resale, including attorneys' fees and costs.
15. **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.
16. **Compliance with Laws:** Customer must use the Product in accordance with all applicable laws, regulations and statutes. Customer agrees that neither

he/she nor his/her licensees (if any) intend to or will, directly or indirectly, export or transmit the Product to any country in violation of export restrictions and that he/she is not on a denied person or entity list. At Fixposition' request, Customer will sign a letter confirming the above.

17. **Confidentiality:** Unless a confidentiality agreement applies between the parties (which shall take precedence), the following terms shall apply: technical, financial or commercial information disclosed by Fixposition to Customer shall be treated by Customer as strictly confidential and may not be copied, modified or disclosed to third parties by Customer. Fixposition 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 Fixposition's auditors or Fixposition's licensors' auditors, as required by a court order, subpoena or government investigation).
18. **Law and Jurisdiction:** All contracts between the Parties are subject to Swiss material Law excluding its conflicts of law provisions. In the event of any dispute, the place of venue shall be Zürich, Switzerland, except where Fixposition 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. The United Nations convention on contracts for the international sale of goods of 1980 shall not apply (Vienna Convention).