

Calian GNSS Ltd. – Terms and Conditions of Sale

1. GENERAL: All quotations delivered by Calian GNSS Ltd. (“Calian”) to a purchaser, being the person, corporation, or other entity (“Purchaser”) that places an order with Calian for products and/or services, and all purchase orders explicitly accepted by Calian in writing from Purchaser (“Purchase Order(s)”) shall be subject to the terms and conditions of sale described herein (the “Terms and Conditions”). Any acceptance by Calian of a Purchase Order shall be on the express understanding and condition that any terms or conditions of sale specified by Purchaser in a Purchase Order, purchase contract, or other document, which are inconsistent or in conflict with, or in addition to the Terms and Conditions, shall not be binding upon Calian unless explicitly accepted in writing by Calian. Acceptance by Calian of a Purchase Order, together with the Terms and Conditions, will create a complete and binding agreement (the “Agreement”) between Purchaser and Calian. No Purchase Order can be cancelled or purchased goods returned by Purchaser without prior written approval of Calian.

2. SHIPMENT: All shipping date(s) for products and/or services shipped by Calian are approximate. Calian will attempt to comply with, but cannot guarantee, shipping date(s) or loading and routing instructions. Purchase Order may be rescheduled by Purchaser with notice to Calian at least six (6) weeks from the original shipment date, provided that the new shipping date is no more than 6 (six) weeks later than the previous shipment dated referred to. Notwithstanding the foregoing, any original shipment date referred to in the Purchase Order cannot be rescheduled by Purchaser more than one (1) time. All shipments made by Calian to Purchaser shall be insured at Purchaser’s sole cost and expense and made at Purchaser’s sole risk in accordance with Section 3 below.

3. TITLE AND RISK OF LOSS: Unless otherwise agreed in writing, all shipments are made EX works (“EXW”), at Calian’s facility located in Ottawa, Ontario, Canada. Purchaser shall pay all freight, cartage, handling, and installation charges. Risk of any loss or damage to any and all products and all liability related thereto shall pass from Calian to Purchaser upon Calian placing the purchased products hereunder into the possession of the shipping carrier (the “Carrier”), such Carrier acting as Purchaser’s agent. All claims for

damage must be filed and addressed with the Carrier directly by the Purchaser. All right, title and interest in all products purchased by Purchaser shall remain with Calian, until such time that Purchaser has made full payment for such products to Calian.

4. CLAIMS: In the event of damage to a shipment, Purchaser must notify the Carrier that delivery will not be accepted. Claims by Purchaser against Calian regarding pricing discrepancies or quantity errors must be made within 10 days of receipt of a shipment by Purchaser from the Carrier, and Purchaser must provide Calian with a reasonable opportunity to investigate such discrepancies or errors.

5. PRICES: All prices quoted by Calian shall be valid for a period of thirty (30) days, after which such prices are subject to change at the discretion of Calian and without notice to Purchaser. All prices quoted by Calian shall not include any applicable taxes, tariffs, duties, surcharges, shipping charges, fees (including bank wire fees), all of which shall be the responsibility of the Purchaser. All prices and amounts payable under the Agreement shall be in U.S. dollars.

6. PAYMENT: Invoices are payable at the address set forth on the invoice issued by Calian to Purchaser (the “Invoice”). New/first time Purchasers may be required to prepay 100% of all amounts due to Calian under the Agreement until Calian has approved Purchaser’s credit. Calian may grant Purchaser credit with Net 30 days payment terms upon credit approval, Calian reserves the right to set and adjust the credit limit for all outstanding Purchase Orders. Payment may be made by cheque, Mastercard or Visa credit card, or wire transfer or ACH payments (with all bank fees, wire fees and any other fees related thereto borne solely by Purchaser). In the event of default in payment by Purchaser or any other default by Purchaser hereunder, Calian may refuse, at its discretion, to make further shipments to Purchaser. If for any reason Purchaser is not prepared to accept delivery of any purchased products, Calian may store the products at Purchaser’s sole risk and expense. Such storage shall constitute shipment and delivery of the products to Purchaser hereunder. Past due

accounts shall be subject to late charges in the amount of 1.5% per month. In the event of: default of any payment(s) owing by Purchaser to Calian, the bankruptcy or insolvency of Purchaser or any proceeding brought by, or against, Purchaser under any bankruptcy or insolvency laws, or any other default by Purchaser hereunder, Calian shall be entitled to (a) stop in transit or deliver to itself any shipment in transit; (b) cancel any Purchase Order then outstanding; and (c) seek any other remedies that may be available to Calian at law, in equity, or otherwise.

7. EXPORT CONTROL: Purchaser covenants and agrees to obtain and maintain all necessary licenses and consents and comply with all applicable statutes, laws, by-laws, regulations (including, without limitation, the Canadian Control Goods legislation, the EAR and ITAR requirements in the USA), ordinances, orders, rules and requirements of governmental authorities having jurisdiction. Purchaser may be required to provide an End-User Certificate (“EUC”), satisfactory to Calian, as a condition precedent to any purchase Agreement. Purchaser acknowledges that re-sale, distribution, or sale of products integrated with Calian products may constitute exports or re-exports, and as such, must comply with the Canadian Control Goods legislation, EAR and/or ITAR in the USA.

8. FORCE MAJEURE: Calian shall not be liable to Purchaser, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by or results from acts or circumstances beyond Calian’s control including, without limitation, the following force majeure events (“Force Majeure Event(s)”): (a) acts of God; (b) flood, tsunami, fire, earthquake, explosion; (c) epidemics, pandemics; (d) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riots, or other civil unrest; (e) government order, law or actions; (f) embargoes or blockades in effect on or after the date of the Agreement; (g) strikes, lockouts, labor stoppages or slowdowns, labor disputes, or other industrial disturbances; or (h) or, any other cause beyond the control of Calian. Calian shall give notice of the Force Majeure Event to Purchaser, stating the period of time the occurrence is expected to continue. Calian shall use commercially reasonable efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. Calian shall use commercially reasonable efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. Calian shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

9. LIMITED WARRANTY: Calian warrants that, for a period of three years commencing on the date of shipment, all products shall be free from defects in materials and workmanship. Calian’s sole obligation and Purchaser’s sole remedy (at Calian’s discretion) under this warranty shall be repair or replacement of, or issuing a credit for, any product that does not comply with such warranty. This warranty does not apply to any product that has been damaged by accident, neglect, misuse, causes other than ordinary use, during shipment, or as a result of service or modification other than performed or authorized by or on behalf of Calian.

Calian will not be liable under the warranty described herein unless:

- a. Calian is promptly notified by Purchaser upon discovery of defects or failure to meet specifications.
- b. the defective product(s) is(are) returned to Calian under the terms of a Return Material Authorization (“RMA”) pre-authorized by Calian, with shipping prepaid by Purchaser.
- c. the defective product(s) is(are) received by Calian no later than four (4) weeks following the last day of the warranty period; and

THE WARRANTIES IN THIS ARTICLE ARE IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, WHETHER EXPRESSED, IMPLIED OR STATUTORY ARISING OUT OF A COURSE OF DEALING OR USAGE OF TRADE OR OTHERWISE, INCLUDING, SUBJECT TO APPLICABLE LAW, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, FITNESS OR ADEQUACY FOR A PARTICULAR PURPOSE OR USE, AND ALL OTHER SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED BY CALIAN.

10. INTELLECTUAL PROPERTY: Calian is and will remain the sole and exclusive owner and/or licensee of all intellectual property rights in and to each product and service made available to Purchaser and any related specifications, instructions, documentation, or other materials, including, but not limited to, all related copyrights, patents, and trademarks.

11. INDEMNITY AND LIMITATION OF LIABILITY: Purchaser shall defend, indemnify and hold Calian harmless from and against all claims, demands, causes of action, losses, damages, liabilities, costs, and expenses (including lawyer's fees) incurred by, or asserted against Calian that result from or are related to, Purchaser's breach of this Agreement, violation of applicable laws, or negligence and/or willful misconduct. Under no circumstances shall Calian be liable to Purchaser for any claim for (a) indirect, special, liquidated, aggravated, punitive, incidental, exemplary, or consequential damages, howsoever incurred; (b) compensation for loss of profits, anticipated revenue, savings or goodwill, or other economic loss of Purchaser; (c) contribution or set-off in respect of any claims against Purchaser; (d) any damages whatsoever relating to third party products or services, or Purchaser's materials; and/ or (e) any damages whatsoever relating to interruption, delays, errors or omissions, arising out of or in any way related to the Terms and Conditions or purchased products even if advised of the possibility thereof. Notwithstanding any provision herein or entitlement of Purchaser at law, in equity or otherwise, in no event shall the liability of Calian under the Agreement, whether in contract, tort, product liability or otherwise, exceed, in the aggregate, the lesser of (i) the amount paid by Purchaser to Calian for products purchased pursuant to the Agreement during the six (6) month period immediately prior to the date on which the cause of action arose giving rise the applicable claim; and (ii) \$1,000,000.00.

12. TERMINATION: In addition to any other express termination right set forth elsewhere in the Agreement, Calian may terminate the Agreement for cause or convenience, upon thirty (30) days prior written notice to Purchaser, provided that Calian shall honor any residual warranties applicable to previous delivered products.

13. GOVERNING LAW: This Agreement has been made under, and shall be construed and interpreted in accordance with, the laws of the Province of Ontario, Canada, and the laws of Canada applicable therein.

14. WAIVER: No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set exercising, any rights, remedy, power, or privilege arising from the Agreement will operate or be construed as a waiver thereof, and (b) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

15. AMENDMENTS AND MODIFICATIONS: No amendment to, cancellation or modification of the Agreement in any way is effective unless it is in writing and signed by an authorized representative of each party.

16. ENTIRE AGREEMENT: The Agreement, together with any other documents incorporated herein by reference constitutes the sole and entire agreement of the parties with respect to the subject matter of the Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of the Agreement and any other documents incorporated herein by reference, the following order of precedence governs: (a) first, the "accepted" Purchase Order, b) second, the Agreement, excluding its Exhibits; (c) third, any other documents incorporated herein by reference.

17. ASSIGNMENT: Neither party may assign the Agreement or any of its rights or obligations hereunder without the prior written consent of the other party. Notwithstanding the foregoing, Calian may assign the Agreement or any of its rights or obligations hereunder to any of its affiliates or to a purchaser of all or substantially all Calian's assets, provided that the assignee agrees in writing to assume all of the assigned portion of Calian's obligations under the Agreement, whereupon Calian shall be fully released from all of such assigned obligations.

18. RELATIONSHIP OF THE PARTIES: Nothing contained in the Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

19. SEVERABILITY: If any term or provision of the Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

20. PRIVACY: By submitting any personal information to Calian, the Purchaser consents to the collection and use of any such submissions. Calian complies with its obligations under applicable privacy laws that may be in force.