

## CONDITIONS OF SALE, DELIVERY AND PAYMENT

### 1. General

These terms shall apply to all deliveries and services from Microdis Electronics GmbH, even if they are not mentioned explicitly in later contracts. They are considered as accepted at the latest with receipt of the goods or service. If with deliveries and services products of the Microdis partner company u-blox are concerned, the u-blox terms and conditions published on the homepage [www.microdis.net](http://www.microdis.net) shall additionally apply.

Contradictory conditions of the customer shall only apply if they are agreed explicitly and in written. Subsidiary agreements and supplements of the contract are invalid, as far as they are not confirmed by the company management of Microdis in written.

### 2. Offers and prices

All prices are net prices and apply ex factory of the seller plus VAT. Our offers are without obligation and subject to change, unless otherwise agreed in written.

Prices are subject to change. If the goods are to be delivered later than two month after the order, Microdis shall reserve the right to change the price that has been confirmed in written to pass average market price increases to the customer.

### 3. Order, annulment and replacement

The order made by the customer is a binding offer and obligates him to accept and to pay the goods when Microdis has accepted the offer. The acceptance will be an order confirmation in written, normally by e-mail. If the customer does not contradict immediately after receipt of the order confirmation, the contract shall contain the conditions of the order confirmation.

Orders which have been confirmed by Microdis in written cannot be canceled, goods that have already been delivered cannot be returned or replaced, unless a warranty case is given. Exceptions require prior agreement with company management in written.

25 % of the price is billed as compensation, if the parties don't have to agree a higher compensation, especially for special types or goods made by order or special purchase quantities.

### 4. Manufacturer's data

If the customer orders goods which are continued to develop in technical matters, Microdis may deliver according to the up-to-date manufacturer's data sheet, unless the customer has advised her in written that he needs another type.

Product data given by manufacturer do not constitute any warranty given by Microdis.

Any acceptance of a warranty must be explicitly and in written and referred to as such. Indications in catalogues, brochures, installation or repair instructions, leaflets and other general information are no warranty or taking of the exercise risk.

The same applies if Microdis gave the customer a prototype concerning the quality of the goods.

### 5. Small orders

Microdis reserves the right to bill EUR 50,- as arrangement fee for orders of a merchandise value below EUR 250,-.

### 6. Terms of delivery and deadlines

Terms of delivery and deadlines are not binding until Microdis confirms the customer a binding delivery date in written.

Part delivery is admissible in reasonable volume.

Unanticipated obstacles in delivery like force majeure, strikes, unexpected disturbances in the own company or in the company of a pre-supplier, unexpected transportation difficulties or other circumstances caused by events or conditions beyond Microdis Electronics GmbH's control allow Microdis to delay the delivery of goods for the period of obstacles or to rescind her contractual obligations in part or completely.

Delivery is under the reserve of the correct and timely delivery by Microdis' supplier. This applies only in case that Microdis is not responsible for the non-delivery, especially when Microdis agreed a hedging transaction with a supplier, if Microdis provides evidence for the careful choice of the supplier.

The customer shall be informed about the unavailability of delivery immediately. If a payment has already been effected to Microdis, this shall be amortized immediately.

Microdis shall meet the delivery deadline only if the customer on his part fulfils his duties duly and in time, including especially caring for data he must obtain, documents and permits and making a deposit, if this has been agreed.

Parts that are out of stock in the meantime are automatically noticed as arrears and delivered in addition as soon as possible.

Otherwise the invoice shall be duly endorsed that the article can be ordered after a certain period.

Concerning belated or impossible deliveries, the customer shall not be entitled to damages based on delayed or impossible delivery, especially for loss of profit. This does not apply to claims for injury of life, bodily harm and health damage or if the damage is caused grossly negligently or intentionally by Microdis or her vicarious agents or by violation of an essential contractual obligation.

### 7. Shipment, postage and package

The risk shall pass on the customer by handing over the delivery to the carrier or when the delivery has left our stock for shipment. For international deliveries the International delivery terms according to Incoterms 2000 shall apply in addition. Costs for shipment, postage and package shall be invoiced separately.

If the customer is responsible for a delay of shipment – e.g. if he has not fulfilled his duties stated in no. 6 in time - , the risk shall pass on the customer in the moment the delivery would have been handed over to the carrier if he had fulfilled his duties in time.

### 8. Certification of the entry of the object of an intra- Community supply into another EU member state (short: Entry Certificate)

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The Customer is obliged to send back the Certification of the entry of the object of an intra- Community supply into another EU member state (short: Entry Certificate) to Microdis or respectively has to send it via e- mail to the following e- mail- address: [sabine.lauer@microdis.net](mailto:sabine.lauer@microdis.net). This must occur within four weeks after the ending of the transport/ receipt of the goods. In case that the Entry Certificate does not arrive in due time, the transaction volume will become subject to taxation and the turnover tax will be charged subsequently to the Customer in its respective significant height. The Customer will get from Microdis the form "Entry Certificate" promptly to the delivery.

### 9. EXPORT/ IMPORT

Certain products and related technology sold by Microdis are subject to US, European Union and / or foreign export control laws except for boycott laws ("Export Laws"). Customer must comply with these export laws and obtain the necessary licenses or approvals to distribute, export, re-export, or import products and related technologies. The customer may not export or re-export products and related technologies to countries or organizations that may not be supplied under sanctions or embargoes of the United States, the European Union or other countries. Without prejudice to any other terms of this Agreement, Customer may not export or re-export any of Microdis' products and services to Crimea, Sevastopol, Iran, Cuba, North Korea, Sudan or Syria (either directly or indirectly). Customer shall not use Products and related technologies in relation to chemical, biological or nuclear weapons, other weapons and weapon systems (e.g. systems for identifying targets or for the guidance of missiles, bombs or bullets), including for testing and simulation of such weapon systems, missile systems (including ballistic missile systems, launchers and missile probes) or unmanned aerial vehicles suitable for such purposes, or for the development of any weapons of mass destruction, except, the export laws are met.

Any use for which Products delivered by Microdis are not intended for, is at customer's risk and customer shall indemnify Microdis from claims resulting from such use.

Customer warrants and guarantees that it is not on a list of persons who are barred from trading and that it is not otherwise prohibited by law to purchase the Products and related technologies. Microdis reserves the right not to supply certain customers or countries and to request detailed information on the use and final destination of the Goods from the Customer.

### 10. Payment

New customers have to pay the first 3 invoices in advance, if not agreed otherwise in written. Our invoices shall be due promptly upon receipt of the goods and the invoice, if not agreed otherwise in written.

The customer shall be in default when seller gives a final demand, but at the latest when he does not pay within 30 days after due date and receipt of the invoice. Microdis shall be entitled to charge interest from due or default date in the amount of 8 % over base lending rate as defined in § 1 of the German "Diskontsatz- Überleitungsgesetz". Microdis shall have the right to claim further damages.

Payment shall be deemed effective when the money is on Microdis' bank account. Microdis shall accept bills of exchange and checks only after prior consent in written and only on account of performance.

Our invoices concerning services and special orders shall be due promptly upon receipt net cash.

If the financial circumstances of the customer should change to worse after closing the contract, Microdis shall deliver notwithstanding the agreed payment terms only matching payment with delivery or in Microdis' sole discretion against cash in advance. For larger orders, Microdis can also ask for prepayment. The same shall apply if Microdis has not had notice about disadvantageous financial circumstances until the contract was closed.

If Microdis has more than one liability against the customer, she will first set off incoming payments against the liability that has been outstanding longer. If Microdis has already had costs for the recovery of the claims and outstanding interest, the payment will be first set off against the costs and then against the interest and then against the principal claim.

### 11. Set-off, right of retention

The customer shall be entitled to set off with counterclaims or execute any right of retention on counterclaims out of the same contractual relationship only if the counterclaims are undisputed or have been determined by a court of law.

Microdis shall have the right to set off against claims of the customer against Microdis Electronics GmbH or another company of the Microdis group with her own counterclaims and with claims of other companies of the Microdis group. The same applies to the enforcement of a right of retention.

### 12. Reservation of proprietary rights

All goods are delivered under reservation of proprietary rights of Microdis until the customer has paid the full price. The customer shall become the owner when he has paid all debts owing and accruing. If a third person distrains the goods, the customer has to inform her that it belongs to Microdis and must inform Microdis immediately in written.

The customer may not distract the goods or transfer them by way of security or do anything else that puts a risk on the property of Microdis. The customer bears all the costs which result of replacement of the goods, if they cannot be collected by the third person. Microdis shall have the right to rescind her contractual obligations without prejudice to other rights if the customer is in arrears with payment.

The customer must grant Microdis or a third person which has been commissioned by her access to the goods which have been delivered under reservation of proprietary rights of Microdis and give her the goods. Microdis shall have the right to commercialize the goods otherwise for the settlement of her claims against the customer with prior notice.

Any processing or modification of the goods which have been delivered under reservation of proprietary rights of Microdis shall be effected on behalf of Microdis. The customer's expectant right on the goods persists on the modified goods. If the goods are processed with other products which do not belong to Microdis, Microdis shall obtain partial ownership in the resulting new goods at a ratio corresponding to the value of the delivered goods relative to other processed items at the time of processing. The customer stores the new goods for Microdis. The same rules shall apply for the new goods as for the goods which have been delivered under reservation of proprietary rights of Microdis.

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At the customer's request, Microdis shall release any securities due to her to the extent that their realizable value with consideration of downward valuation adjustment which is customary in banking exceeds the claims to be secured by more than 20 %.

If Microdis delivers goods into countries whose law doesn't establish a reservation of proprietary rights with the same protection for the seller as German law, the customer grants Microdis rights according to the German reservation of proprietary rights. The customer shall execute any declarations or actions which are necessary therefore. The customer shall participate in any actions which are necessary and beneficial for the validity and enforceability of those security interests.

### 13. Defects

The customer must claim overt defects within 8 working days after delivery and covert defects immediately after discovery in written. If the claim is justified, Microdis reserves the right in her sole discretion to repair or to replace the goods. In case of a dual failure of supplementary performance, the customer has the right to reduce the price or to withdraw from the contract; in addition he has the right to claim compensation for loss suffered. Withdrawal is excluded if the customer cannot refund the goods and this is not based on impossibility of refund which is in the nature of the goods or on the fact that the defect arises only on processing or modification of the goods. Microdis reimburses any expenses which have been necessary for supplementary performance, in particular transportation, labor and material costs, if the goods are defective.

Microdis' liability for loss suffered is excluded concerning unpredictable consequential losses, in particular concerning financial losses and lost profit. This does not apply to claims resulting of injury to life, body or health or if the damage has been caused by gross negligence or intent of Microdis or her vicarious agents or if Microdis has injured cardinal duties.

### 14. Liability

The customer shall have no indemnity claims resulting from non-contractual or precontractual liability. This does not apply to claims resulting of injury to life, body or health or if the damage has been caused by gross negligence or intent of Microdis or her vicarious agents or if Microdis has injured cardinal duties.

Limitation period for claims based on defects is one year. It applies also for claims of tortuous acts which result of defects of the goods. Limitation period begins with the handover of the goods. Microdis' unlimited liability for injury to life, body or health or for intent or gross negligence shall remain unaffected.

### 15. Jurisdiction

Exclusive place of jurisdiction for all disputes arising directly or indirectly from the contract shall be in case that the customer is a trader or a corporate body under public law the court of the place of business of Microdis Electronics GmbH, Hockenheim, Germany. The contractual relationship shall be governed exclusively by German law. The International Private Law and the United Nations Convention on Contracts for the International sale of goods shall not apply.

### 16. Severability clause

If any provision in these terms be or become invalid, the other provisions of these terms will remain in full force and effect.

Hockenheim, December 2018