

OWASYS General Terms and Conditions

This is OWASYS Advanced Wireless Devices S.L. (“OWASYS”), an engineering company that designs and manufactures Linux Embedded Gateways for the industrial and automotive markets.

1. Preamble

1.1 These General Terms and Conditions apply to all sales of products and services (“Products”) by OWASYS to any purchaser thereof (the “Customer”). Deviations from these General Terms and Conditions shall not apply unless agreed in writing by OWASYS.

2. Terms of Delivery

2.1 Unless otherwise agreed upon in writing by OWASYS, the Terms of Delivery shall be EXW (Spain). Any alternative Incoterms shall be explicitly stated in the Order Confirmation provided by OWASYS.

3. Delivery Time

3.1 The Products shall be shipped at the time stated in OWASYS’ order confirmation.

3.2 If OWASYS fails to deliver the Products on time due to any act or omission on the part of the Customer, the time for shipment shall be extended by a reasonable period of time, which shall not be less than the period during which the act or omission was continuing.

3.3 Should OWASYS find that it cannot ship within the agreed time, OWASYS shall as soon as possible provide a new shipment date.

3.4 If the Customer objects to the new shipment date, it shall inform OWASYS thereof within 48 hours of receiving notice from OWASYS in accordance with Clause 3.3. If the Customer does not inform OWASYS within the stated time, the new shipment date shall be considered accepted by the Customer.

3.5 If the Customer changes an order in accordance with Clause 3.1, OWASYS shall be entitled to reasonable compensation for any costs incurred by OWASYS in relation thereto.

4. Payment

4.1 Unless otherwise agreed upon in writing by OWASYS, pre-payment shall be made by Customer prior the shipment of the Products.

4.2 Should the Customer request different payment terms, OWASYS will undertake a credit assessment to determine eligibility. This credit assessment entails a comprehensive review of the Customer’s financial standing and payment history. OWASYS reserves the right to decline the Customer’s requested payment terms or to require alternative payment arrangements based on the outcome of said assessment.

4.3 If the Customer is not available to receive the Products on the agreed date, payment shall nonetheless be made as if delivery had taken place in accordance with the order.

4.4 If case of late payment, OWASYS shall be entitled to penalty interest in accordance with applicable law.

4.5 If the Customer has failed to pay any amount due within three months after its due date, OWASYS shall, in addition to penalty interest, be entitled to compensation for its loss in connection with the late payment in an amount not exceeding the agreed purchase price for the relevant Products.

4.6 OWASYS shall be entitled to satisfactory security for the timely payment by the Customer if OWASYS has reason to believe that the Customer has or will have difficulties paying. If such security is not immediately provided upon OWASYS’ request, OWASYS shall be entitled to immediately suspend its work for the Customer and to stop further deliveries to the Customer.

5. Export Controls

5.1 Sanctions Compliance. Customer complies with and will continue to comply with all economic Sanctions Laws administered by the Office of Foreign Assets Control (“OFAC”), other U.S. regulatory agencies, the European Union and its Member States, the United Kingdom, and the United Nations (“Sanctions Laws”). Customer is not and will not involve any Sanctioned Persons in any capacity, directly or indirectly, in connection with its performance under these Global Terms and Conditions. Customer will not take any action that would cause OWASYS to be in violation of Sanctions Laws. As used herein “Sanctioned Person” means any individual or entity: (i) named on a governmental denied party or restricted list, including but not limited to: OFAC’s list of Specially Designated Nationals and Blocked Persons and Sectoral Sanctions Identifications List, and any sanctions lists under any other Sanctions Laws; (ii) organized under the laws of, ordinarily resident in, or physically located in a jurisdiction subject to comprehensive sanctions administered by OFAC (currently Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk and Luhansk regions of Ukraine/Russia) (“Sanctioned Jurisdictions”); and/or (iii) owned or controlled, directly or indirectly, 50% or more in the aggregate by one or more of any of the foregoing.

5.2 Export and Import Compliance. Customer will not distribute or resell any Products or take any actions in relation to or in furtherance of these Global Terms and Conditions which are contrary to U.S. Department of State International Traffic in Arms Regulations (“ITAR”) or the U.S. Department of Commerce Export Administration Regulations (“EAR”) or any other applicable export control, import control, and economic sanction laws and regulations of any country or countries (collectively, “Export/Import Control Laws”). Customer acknowledges that Export/Import Control Laws may control not only the sale and resale of Products but also the transfer of technical data, Software, plans, and specifications dealing with Products. Customer further acknowledges that U.S. export control laws (ITAR and EAR) include prohibitions against selling any product to U.S. embargoed countries (currently, Cuba, Iran, North Korea, Syria, and Sudan);

prohibitions against sales of ITAR product to any country with which the U.S. maintains an Arms Embargo; prohibitions against sale of certain EAR-controlled product for China military end-use; and other restrictions.

5.3 Additional Express Prohibitions as Required by Law

- (1) The Customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or Belarus or for use in the Russian Federation or Belarus any goods supplied under or in connection with these Global Terms and Conditions that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 or Article 8g.1 of Council regulation (EU) No 765/2006.
- (2) The Customer shall undertake its best efforts to ensure that the purpose of paragraph (1) is not frustrated by any third parties further down the commercial chain, including by possible resellers.
- (3) The Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph (1).
- (4) Any violation of paragraphs (1), (2) or (3) shall constitute a material breach of an essential element of these Global Terms and Conditions. The Customer shall immediately inform OWASYS about any issues that may arise in applying paragraphs (1), (2) or (3), including any relevant activities by third parties that could frustrate the purpose of paragraph (1). The Customer shall make available to the OWASYS information concerning compliance with the obligations under paragraph (1), (2) and (3) within ten (10) business days of any such request. The Customer shall indemnify and hold OWASYS harmless against any actions, legal claims, demands, proceedings, losses, damages, costs, expenses and other liabilities of whatever nature resulting from the Customer's breach of the provisions in these General Terms and Conditions.

6. Liability for Defects

- 6.1** A Product shall be considered defective if it does not fulfil specified functionality and if it as a result thereof cannot be used for its intended purpose, provided that the defect is due to defects in material, design or manufacturing on the part of OWASYS.
- 6.2** OWASYS shall, in its sole discretion, remedy the defect through either repair or replacement of the defective Product.
- 6.3** OWASYS shall be obliged to repair or replace a defective Product only if the Customer has given written notice of the defect to OWASYS as soon as it has discovered or ought to have discovered the defect and OWASYS shall only be liable for defects that have been notified within warranty period (unless otherwise specified, 12 months from the shipping date). The notification from the Customer shall follow OWASYS Returns Merchandise

Authorization ("RMA") process.

- 6.4** OWASYS standard RMA process does not include the issuance of credit notes for returned Products. All remedies for defects will be handled through repair or replacement as determined by OWASYS.
 - 6.5** Any product returned under RMA with a tampered or missing identification label will not qualify for the Standard RMA process. A specific RMA process will be required, involving mandatory rework to reestablish traceability and regulatory compliance. This specific process entails additional traceability risks and will incur surcharges for OWASYS. OWASYS reserves the right to invoice the Customer for the specific surcharges resulting from the forced relabelling and repair process, outside of standard RMA costs.
 - 6.6** If the Customer gives OWASYS notice of a defective Product and if it is subsequently discovered that there is no defect for which OWASYS is liable, the Customer shall compensate OWASYS for its work and for all costs in relation to the Customer's notice.
 - 6.7** OWASYS shall have no liability for defective Products except as specified in this Clause 6. OWASYS shall under no circumstances be liable for any direct or indirect damages caused by defective Products, unless OWASYS has been grossly negligent, in which case such liability shall be limited to the purchase price of the defective Product.
- ### **7. Liability for Damage to Property and Person Caused by the Products**
- 7.1** OWASYS shall have no liability for damage to any immovable or movable property caused by the Products, or for any consequences of such damage.
 - 7.2** The Customer shall indemnify and hold OWASYS harmless if OWASYS due to any act or omission on the part of the Customer incurs liability towards any third party in respect of loss or damage for which OWASYS is not liable according to Clause 6.1.
- ### **8. Quotations, prices and acceptance**
- 8.1** All quotations from OWASYS are valid for thirty (30) days from the date of issue, unless otherwise specified by OWASYS in the quotation. OWASYS is bound by these General Terms and Conditions only after a written order confirmation has been issued by OWASYS.
 - 8.2** Any offers made by OWASYS are subject to change without notice and are not binding. This shall also apply if OWASYS provides the Customer with catalogues, technical documentation, other product descriptions or documents – to which OWASYS reserves all property rights and copyrights.
 - 8.3** OWASYS may adjust the price based on written notice to the Customer if any of the following factors affecting OWASYS' calculation after the price has been agreed: exchange rates, third party components and raw material prices, taxes, duties, fees or other similar charges.

9. Discontinued Products

- 9.1** Because the high technology market is fast paced and driven by change, there are times when OWASYS needs to revise its Product strategy. In most cases, this means adding new products and technologies. Unfortunately, OWASYS sometimes has to discontinue products. When a product is discontinued, OWASYS will send the Customer a letter or email outlining the discontinuation and the transition options that are available.
- 9.2** OWASYS is committed to facilitating a smooth transition for its customers in the event of product discontinuation. Should a product be discontinued, the following options will apply: (a) if an equivalent product offered by OWASYS is available, OWASYS will typically provide the Customer with such equivalent product as a replacement for the discontinued item; (b) in instances where no equivalent OWASYS product exists, OWASYS may, at the lowest possible cost to the Customer, offer an upgrade product that provides greater functionality than the discontinued product.
- 9.3** When a product is discontinued, the Customer will have the option to receive technical support and parts for a limited period following the discontinuation date. After this specified period, support for the discontinued product will no longer be available. Support provided during this limited period will include assistance from OWASYS Customer Support department on a reasonable efforts basis.

10. Confidential Information.

- 10.1** All non-public, confidential or proprietary information of OWASYS, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by OWASYS to Customer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with these General Terms and Conditions is confidential, solely for the use of performing these General Terms and Conditions and may not be disclosed or copied unless authorized in advance by OWASYS in writing. Upon OWASYS' request, Customer shall promptly return all documents and other materials received from OWASYS. OWASYS shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Customer at the time of disclosure; or (c) rightfully obtained by Customer on a non-confidential basis from a third party.

11. Grounds for Relief (Force Majeure)

- 11.1** Neither OWASYS nor the Customer shall be liable for failure to perform any obligations under these General Terms and Conditions, other than the payment of money, when the failure is caused by circumstances beyond the reasonable control of the affected party, including but not limited to flood, fire, strike or other labour disputes, accidents, war, riot, insurrection, acts of government, governmental

regulation, shortage of energy, transport or supplies or delays or failure to perform by suppliers and subcontractors.

12. Disputes and Applicable Law

- 12.1** Any dispute, controversy or claim arising out of or in connection with these General Terms and Conditions or any order on which these General Terms and Conditions apply, or the breach, termination, or invalidity thereof, shall be finally settled by arbitration in accordance with the Court of Arbitration Regulations of the Chamber of Commerce of Bilbao. Notwithstanding the foregoing, either party may bring an action in court in respect of an undisputed claim for payment.

- 12.2** The arbitral tribunal shall be composed of three arbitrators; the seat of arbitration shall be Bilbao, Spain; the language to be used in the arbitral proceedings shall be Spanish; and this contract shall be governed by the substantive law of Spain.

13. Software licensing agreement

- 13.1** OWASYS products include SW under GNU/GPL Software license along with SW covered by the OWASYS proprietary SW license. Purchase, installation or use of OWASYS products implies acceptance of the applicable licenses.