

Griffin RF General Terms & Conditions for Sales and Supply

1 Acceptance of the general terms and conditions and exclusion of the client's general terms and conditions

- 1.1 Absent an express written agreement to the contrary, the entirety of the General Terms and Conditions for Sales and Supply ("General Conditions"), contained herein, to the exclusion of all others, are an integral part of every offer from Griffin RF N.V., or its subsidiaries or affiliates ("Griffin RF"), to its clients (each, a "Client") and of all orders or agreements concluded with Griffin RF, in relation to any Products or Services to be supplied or supplied by or on behalf of Griffin RF. Griffin RF and Client are hereinafter jointly referred to as the "Parties" or individually as a "Party".
- 1.2 The Client acknowledges having taken note of the General Conditions in advance and accepts them. All other terms and conditions offered by the Client, other than these General Conditions, are declared specifically objected to and rejected. No derogation to or modification of the General Conditions contained herein will be valid if not agreed to in writing by both Griffin RF and the Client.

2 Definitions

2.1 For the purpose of these General Conditions, the following terms, when written with capitalized first letter, shall have the meaning as set forth hereunder:

- **End-User:** the natural and/or legal person, effectively using the Products and the Positioning Services integrated therein;
- **GNSS:** Global Navigation Satellite System;
- **Intended Use:** any use authorized by Griffin RF in its offer or subsequent agreement with the Client, which does not in any event include use as safety-of-life functions in any device whatsoever;
- **Positioning Service:** a service that provides the GNSS correction data, amongst others orbit and clock corrections for GPS, GLONASS, BeiDou and Galileo (all as available and as applicable pursuant to Griffin RF's offer) satellites worldwide for GNSS receivers;
- **Positioning Service Provider:** the third party service provider of the Positioning Services integrated in the Product;
- **Product:** as detailed further in Griffin RF's offer or subsequent agreement with the Client, satellite navigation receivers, or parts thereof, incorporating or not Positioning Services, and associated antennas, accessories, software, which are designed to receive and treat signals from GPS, GLONASS, GALILEO, BEIDOU and other satellite navigation constellations, and which provide data, such as derived position, velocity, time and orientation, based on these signals.
- **Territory:** the service territory of the Positioning Services as defined in Griffin RF's offer or subsequent agreement between the Parties;
- **Services:** design, maintenance, integration or technical support engineering services or any other type of service relating to the Product;
- **Warranty Period Positioning Services:** eligible for solving claims free-of-charge related to the Positioning Services for a period as detailed further in Griffin RF's offer or subsequent agreement.

3 Price and costs

- 3.1 The prices contained in offers by Griffin RF remain valid during a period of one month after the offer is made, unless otherwise stipulated in the offer.
- 3.2 The prices mentioned in the offer are expressed in units, and net of all VAT, costs, duties, rights or taxes, unless otherwise stipulated in the offer.
- 3.3 The prices are expressed in Euros, unless otherwise stipulated in the offer. Any costs related to currency exchange are borne by the Client, unless otherwise stipulated in the offer.
- 3.4 Unless otherwise stipulated in the offer, the Client shall pay the costs of any sales, use, value-added, excise, transfer and other similar taxes or other governmental fees, duties and assessments payable by the Client or Griffin RF (excluding, for the avoidance of doubt, taxes based upon Griffin RF's net income and Griffin RF's payroll taxes) as a result of the provision of Products or Services to the Client.

4 Offers and orders

- 4.1 Griffin RF will not be bound by an offer it makes to the Client unless the Client accepts the offer during a period of one month after the offer is made, or within the time stipulated by Griffin RF in the offer.
- 4.2 Griffin RF will be required to fill an order made by the Client only after written confirmation of the order by Griffin RF. In the event the Products supplied by Griffin RF under an order, whether confirmed or not, require any export license or approvals, including in Belgium, Europe and/or the United States, Griffin RF will not be required to fill an order unless having received this export license or approval. Griffin RF shall not be obligated to accept any order from any Client and, in its sole discretion, may reject any order.

- 4.3 If any order is cancelled by Client, the Client shall pay Griffin RF cancellation charges, calculated on the basis of the actual costs incurred by Griffin RF in respect of the cancelled order until the order's cancellation approval date by Griffin RF. Such costs will include cost of completion of the Products being manufactured as of the cancellation date, as well as the purchase of all parts required for manufacturing such Products sent to Griffin RF or which cannot be countermanded. These cancellation charges will in any case not be less than 15% of the cancelled order value, nor will they exceed the total order value.

5 Deposits

- 5.1 Griffin RF will have the right to require prepayment or payment of a deposit in the amount of 30 % of the amount of the order at the time the order is made, or such other amount stipulated in the offer.

6 Payment

- 6.1 The sending or the delivery of an invoice is a request for payment of the amount shown on the invoice.
- 6.2 Absent a written stipulation by Griffin RF to the contrary, invoices are due and payable within 30 days of the date of the invoice.
- 6.3 Agents, representatives and employees of Griffin RF do not have the authority to cancel invoices.

7 Late payments

- 7.1 In the event of default or late payment by the Client, Griffin RF reserves the right, without notice or other action, to suspend its services and the performance of its other obligations to the Client.
- 7.2 In the event of default or late payment of all or a portion of an invoice, Griffin RF is entitled to undertake any or all of the following remedies:
 - Call due all other invoices of the Client, including those that are not yet due;
 - Increase the sum due by up to 12% of the invoice amount as a penalty; and/or
 - Charge interest in the amount of 1 % per month from and after the due date of the invoice.

- 7.3 Without prejudice to what is stipulated above in section 6.1 and 6.2, Griffin RF has the right to terminate any agreement or order by written notice to the Client in the event that the Client remains in default with respect to its obligations hereunder.

8 Claims

- 8.1 All visible flaws or damage to the Product delivered or to the packaging existing at the time of receipt by the Client, must be mentioned by the Client in writing on the delivery note, invoice or transport documents, otherwise the Client waives any and all claims relating to such flaws or damage.
- 8.2 Claims other than those mentioned above in section 8.1 must be sent by written notice to Griffin RF within 8 days of receipt of the Products or the tendering of the Services, otherwise the Client waives any and all claims relating to such Products or Services.

9 Reserve of title

- 9.1 The Products delivered remain the property of Griffin RF until the moment of complete and final payment by the Client in respect thereof.
- 9.2 A delay in payment granted to the Client by Griffin RF will not affect the reservation of title set forth in section 9.1.

The Client may not sell, assign, transfer, move, lend or encumber the Products delivered without written authorization of Griffin RF before the complete payment of the price therefor. Each time the Client fails to fulfil his payment obligation, the Client grants Griffin RF the right to collect unpaid delivered Products from Griffin RF, wherever they may be. Insofar as necessary, the Client authorises Griffin RF, or third parties to be appointed by it, to enter those places where unpaid delivered Products of Griffin RF are located.

10 Transport – risk

- 10.1 Unless expressly otherwise agreed upon in writing, the Products will be delivered "FCA" (the address being the registered office of Griffin RF: Leuven - Belgium) (Incoterms 2020), including at Torrance, CA, or any third party factory, as applicable.
- 10.2 Without limitation of section 10.1, at the moment when the Products leave the store, the Griffin RF factory or the factory of a third party, as applicable, all risks are transferred to the Client. Risk of loss also shall be transferred to the Client if shipment or collection is refused due to the Client's act or negligence.
- 10.3 The transport shall be for the account and at the exclusive expense and risk of the Client buyer.
- 10.4 The Client must first claim and pursue its rights with the transporter in the event of damage or loss to any Product and shall refrain from refusing, reducing or delaying the payment of the Griffin RF invoices for any reason.
- 10.5 The Client is obligated to check the Products delivered as well as the packaging upon delivery without any delay and to immediately inform Griffin RF of any flaws or damage.

11 Assembly

- 11.1 In the absence of a written stipulation by Griffin RF to the contrary and to the extent applicable, assembly costs of the equipment as well as any additional costs, are payable by the Client.
- 11.2 The Client undertakes to supply the tools necessary for assembly at the appropriate time.

12 Documentation

12.1 All documentation, technical information and other information concerning Griffin RF, its Products and Services is confidential and shall not be disclosed by the Client to third parties.

13 Third party Positioning Services integrated in the delivered Products

- 13.1 Client and/or End-User may only use the Positioning Services in accordance with the Intended Use and within the Territory. Client shall indemnify and hold Griffin RF harmless in relation to a use of the Positioning Service beyond its Intended use, the Territory, by any third party not authorised by Griffin RF, or in any other manner not permitted under these General Conditions.
- 13.2 Griffin RF reserves the right to refuse to provide or cancel a subscription to the Positioning Service subject to the Positioning Services Provider's decision thereto, without incurring any liability in this respect. Ownership or possession of a compatible receiver does not in and of itself guarantee any rights of access to the Positioning Service.
- 13.3 Access to the Positioning Service does not grant any rights, title or interest to the Client and/or End-User in the intellectual property in (i) the Positioning Services or (ii) any data therein. All data in relation to the Positioning Services is confidential and proprietary information of the Positioning Service Provider and cannot be sub-licensed without the express written permission of Griffin RF.
- 13.4 Unless Griffin RF's offer or order confirmation specifies otherwise, as of the later of the date of signature of these General Conditions or the date of the activation of the Positioning Service, and upon full and timely payment by the Client, the Positioning Service is available for the Intended Use for a predefined term as detailed further in Griffin RF's offer or

subsequent agreement. Upon expiry of this term, the Positioning Services may be available and accessible and use is permitted without any further warranties as to their availability or accessibility.

- 13.5 Griffin RF may terminate the right to use the Positioning Services with immediate effect, without notice or compensation, without incurring any liability and without prejudice to other rights it may have, if the Client:
- fails to pay any outstanding invoices to Griffin RF in accordance with Articles 6 and 7 of these General Conditions;
 - is otherwise in breach of its obligations under these General Conditions. In addition, Griffin RF may suspend or terminate the right to use the Positioning Services with immediate effect, without notice or compensation to the Client or the End-User respectively and without incurring any liability, in case any communication satellite or satellite ground station used to provide the Positioning Services becomes inoperative temporarily or permanently. Griffin RF shall not be held liable for any special, incidental, punitive, direct, indirect or consequential damages, injuries, costs or for any loss or loss of profit resulting from such temporary or permanent unavailability which may be incurred by the Client or the End-User.
- 13.6 The right of use in the Positioning Services is limited to the Territory and insofar as embedded in the Products. Any (attempted) use by the Client or the End-User of the Positioning Services in any areas other than the Territory, or in other products, and any (attempted) circumvention by the Client or the End-User of any security and technical measures in the Positioning Services will result in automatic termination of the right to use the Positioning Services and will furthermore be a material breach of these General Conditions.
- 13.7 Client and End-User may not re-broadcast the Positioning Services, unless authorized by Griffin RF in writing.
- 13.8 Griffin RF makes no other warranty in relation to the Positioning Service other than those explicitly provided for in these General Conditions.

13.9 Provisions relative to the Positioning Service availability and accuracy

- 13.9.1 Any published coverage of the Positioning Service shall be specified in Griffin RF's offer, subsequent agreement with the Client or in its order confirmation, without prejudice to articles 13.9.2 and 13.9.3. Nevertheless, notwithstanding any coverage that might be set forth in Griffin RF's offer, agreement with the Client or order confirmation, the Client acknowledges that the coverage set forth therein is approximate and dependent on several circumstances, including the ones set forth in articles 13.9.3 and 17.
- 13.9.2 Use of the Positioning Services is at the sole risk of the Client and/or the End-User respectively and its accuracy is not warranted for any particular purpose. They are provided "as is" and no warranties are made regarding their fitness or suitability for any particular purpose or merchantability. Griffin RF makes no assurance of successful reception of the Positioning Service. Neither Griffin RF, nor the Positioning Service Provider nor any of their respective affiliates, apart from their wilful misconduct, gross negligence or fraud, are responsible to Client or End-User or to any of their Affiliates for lost revenues, lost profits, lost data, or special, incidental, direct, indirect or consequential damages or loss or damage or other expense directly or indirectly arising out of or in connection with Client's or End-User's, use, other than the Intended Use, of or inability to use the Positioning Service.

- 13.9.3 Client and End-User acknowledge and agree that systems such as, but not limited to GPS, GLONASS, GALILEO, BEIDOU and similar systems are operated by governmental authorities and agencies such as, but not limited to the United States Department of Defence, the Russian Aerospace Defence Forces, the European Union and the Republic of China respectively. Client and End-User acknowledge and agree that the accuracy, daily operation and maintenance of the satellite constellation is the sole competency and responsibility of any such competent authority or agency. Therefore, system accuracy, uptime or the published specifications of the Positioning Services may be affected by the competent authority's or agency's selective availability and satellite geometry. Griffin RF shall in no event be responsible towards Client or End-Users for any damage incurred by Client or End-Users due to any such factors which fall within the competence of any such governmental authority or agency.
- 13.9.4 Griffin RF shall use its reasonable efforts to maintain the GPS, GLONASS, GALILEO, BEIDOU or other GNSS correction Positioning Service within the published specifications. However, Client and End-User acknowledge that interruptions in the Positioning Service may occur from time to time and therefore the availability of the Positioning Service is not guaranteed. Griffin RF does not accept any liability for the unavailability or inaccuracy of the data for whatever reason.
- 13.9.5 Griffin RF reserves the right to make technical modifications to the Positioning Service. Such modifications may not degrade the technical performance of the Positioning Service and where possible prior notice of any such modifications will be provided.

14 Warranty and limitation of liability

- 14.1 Griffin RF warrants Products (hardware and software, other than the Positioning Services) delivered hereunder against defects in material and workmanship for a period of 1 months from the date of original purchase. During the warranty period, defective Products, when returned to Griffin RF with shipping prepaid by the Client, will be repaired or replaced at no charge. Repair or replacement is at Griffin RF's sole discretion and shall be the Client's exclusive remedy. Repair shall only be performed according to Griffin RF's RMA (Return Material Authorization) procedure, which are enclosed in Griffin RF's offer or order confirmation or in the Parties' agreement. No new warranty period applies to the repaired or replaced Product, but is instead subject to the same initial warranty period of 1 months.
- 14.2 Griffin RF warrants that during the Warranty Period Positioning Services, defective Positioning Services will be repaired or replaced at no charge. Repair or replacement is at Griffin RF's sole discretion and shall be the Client's (or End-User's) exclusive remedy.
- 14.3 This warranty does not apply in case the damage is due to misuse, neglect or accident or as the result of modification by anyone other than Griffin RF.
- 14.4 Use of the Products or any Services is at the sole risk of the Client and/or the End-User respectively, which means that their accuracy, fitness or suitability for any particular purpose or merchantability are not warranted.
- 14.5 In no case will Griffin RF be liable for any special, incidental, punitive, direct, indirect or consequential damages, injuries, costs or for any loss or loss of profit arising out of the misuse or inability to use the Products nor for the temporary or permanent unavailability of the Positioning Services, even if Griffin RF has been notified about the possibility of such loss or damage. Also in no case shall Griffin RF be liable for any special, incidental, punitive, direct, indirect or consequential damages, injuries, costs or for any loss or loss of profit arising out of Product failures and inaccurate information, caused by shadowing, selective availability, signal hampering, interference, jamming, limited or no line of sight of the GNSS broadcast signal or multipath.
- 14.6 It shall be the responsibility of the Client to ascertain the suitability of the Products and Services for the Intended Use and/or their compliance with applicable laws, regulations and standards. The buyer (i.e. the Client) assumes all risks pertaining hereto.
- 14.7 The Client acknowledges and agrees that even though the Products and (Positioning) Services might be incorporated in a safety-of-life device, the Intended Use of the Products and (Positioning) Services excludes their use as a safety-of-life function. The Client warrants and guarantees that neither it, nor any End User (i) shall use the Products or (Positioning) Services, and/or (ii) rely thereon, as having a safety of life function.
- 14.8 The Client shall not export, re-export, disclose or transfer any Products or Services from Griffin RF without compliance with all applicable laws and regulations (including any sanctions, trade controls, or embargoes) of all applicable federal, state and local jurisdictions, including the laws and regulations of Belgium, Europe and/or the United States, and shall defend, indemnify and hold Griffin RF harmless from and against any loss, damage, or liability arising out of Client's failure to comply with this section or said laws or regulations. In the event the Products or Services supplied by Griffin RF require any export license, approvals, or other relevant authorisations or notifications, including in Belgium, Flanders, the European Union, and/or the United States, the Client shall notify Griffin RF and Griffin RF shall provide reasonable assistance and deliver any pertinent information and/or documentation, provided that it shall be Client's obligation (at Client's expense) to obtain any such license or approvals, make any such notifications, and comply with all applicable laws and regulations. In the event the Client cannot obtain necessary export licenses or approvals or make all notifications or cannot

otherwise comply with applicable laws and regulations, Griffin RF will not be liable for any damages or consequential damages due to the fact that it cannot ship or make available the Products or Services as per the Client's request. The Client assumes all risks pertaining thereto.

- 14.9 For any Products or Services to be supplied that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014, the Client shall not sell, export or re-export these, directly or indirectly, to the Russian Federation or for use in the Russian Federation. The Client will ensure, where relevant, that third parties further down the commercial chain make similar commitments. Any violation shall entitle Griffin RF to seek appropriate remedies from the Client, including, but not limited to, termination of the supply agreement, and a minimum penalty of € 250,000 or of 20% of the total value of the agreement or price of the Products or Services provided, whichever is higher. This is without prejudice to, and applies concurrently with, any other commitments and consequences of violations as laid down in the present General Terms & Conditions for Sales and Supply.
- 14.10 The Client shall inform Griffin RF prior to the supply of any Products or Services by Griffin RF if such Products or Services are or may be intended, in their entirety or in part: (a) for use in connection with the development, production, handling, operation, maintenance, storage, detection, identification or dissemination of chemical, biological or nuclear weapons or other nuclear explosive devices or the development, production, maintenance or storage of missiles capable of delivering such weapons; (b) for a military end-use if the purchasing country or country of

destination is subject to an arms embargo; (c) for use as parts or components of military items listed in the national military list that have been exported from the territory of an EU Member State without authorisation or in violation of an authorisation prescribed by the national legislation of that EU Member State; or (d) for use in connection with internal repression and/or the commission of serious violations of human rights and international humanitarian law.

- 14.11 Notwithstanding anything else in this agreement and without prejudice to mandatory law, Griffin RF's total liability in contract, tort (including competition law related claims), strict liability or otherwise arising out of or in connection with its obligations hereunder shall be limited to the lesser of (i) the aggregate amount paid by the Client to Griffin RF under a framework agreement during the 12 months immediately preceding the event which gave rise to Griffin RF's liability or (ii) the price of the Product and/or Services under these General Conditions.
- 14.12 Insofar as Client is not the End-User of the Products and/or the Positioning Services, it shall procure that any and all End-Users of the Products and the Positioning Services have read and agreed to these General Conditions.
- 14.13 Client shall indemnify and hold Griffin RF harmless for any and all costs and damages incurred by Griffin RF (including claims from third parties such as the Positioning Service Provider) which directly or indirectly relate to a breach by Client or any End-Users of these General Conditions.

15 Intellectual property rights

All Intellectual Property Rights with respect to the Products, Services, the Positioning Services and any data therein are held exclusively by Griffin RF or its third party service providers respectively. The Client and End-User may not, without the prior consent of Griffin RF, wholly or partially replicate, duplicate, copy, disassemble or modify the Products, the Positioning Services or any data therein. If certain marks, logos, trade names, model or identification numbers and/or signs have been attached to the delivered Products, these may not be removed, damaged or amended by the Client and the End-User. The Agreement shall under no circumstances entail a transfer of the Intellectual Property Rights that are vested with Griffin RF or its third party service providers to the Client or an End-User as a component of the delivery of the Products, the services and the Positioning Services by Griffin RF and its respective third party service providers. The Client and End-User have no rights other than those expressly awarded to it in the written agreement. For the purposes of this section 15, "Intellectual Property Rights" shall mean: (i) all patents and patent applications, (ii) trademarks, service marks, collective marks, guarantee marks, as well as the registration and application for registration thereof, together with all goodwill associated therewith, (iii) copyrights, (iv) rights to computer programmes, (v) rights to domain names, (vi) rights to databanks and their documentation, (vii) both registered and unregistered drawing and model rights, (viii) trade secrets and rights to other confidential information, and (ix) all other forms and extensions of registered and unregistered intellectual property rights under the applicable law.

16 Data processing

- 16.1 Griffin RF can process certain Personal Data that concerns the Client (such as identification information, contact details, information concerning the Client's use of the Products and services and invoicing and payment details). The Personal Data is processed for the following purposes: (i) the performance of the agreement with the Client and the delivery to the Client of the requested Products and/or services, (ii) the administration and management of the relationship with the Client, and (iii) developing and improving the services and Products offered by Griffin RF. The Client always has the right to access and correct the Personal Data that concerns them or demand the deletion of that personal data. For further information concerning the retention period of the Personal Data, the manner in which the Client can exercise their rights and any transmission of Personal Data to other countries, please refer to the Privacy Policy at <https://www.GriffinRF.com/en/terms-conditions>. For the purposes of this section 16, "Personal Data" carries the same definition as that of article 4 of the General Data Protection Regulation.

17 Force majeure/Act of God

- 17.1 The Parties are not held responsible for the non-execution of their obligations if such non-execution is due to circumstances that cannot reasonably be controlled by the Parties ("Force Majeure/Act of God").
- 17.2 Force Majeure/Act of God is understood to include the following non-exhaustive list: fire, extreme weather or other environmental conditions, strike, lock-out, civil-war, riot and violence, pandemics, lockdowns, lack of modules or components, governmental rules making it impossible to continue production or other adverse changes in law, cyber-attacks, energy shortcomings, local conditions such as blockage of infrastructure, radio interference, failure or limited availability of tools or services (such as, but not limited to GPS, GLONASS, GALILEO and BEIDOU) provided for or controlled by governmental authorities or agencies, inoperability of communication satellites or satellite ground stations used to provide any services hereunder (including the Positioning Services).

18 Applicable law and jurisdiction

- 18.1 All offers, orders and contracts concluded with Griffin RF, including these General Conditions, are subject to Belgian law, without regard to principles of conflicts of laws.
- 18.2 The Courts of Antwerp, division Antwerp, will have the exclusive jurisdiction over all disputes arising out of or in connection with offers, orders and contracts concluded with Griffin RF or these General Conditions. In case Griffin RF is summoned before any other body than the competent courts of Antwerp, division Antwerp, either as the head or codefendant, the Client shall pay Griffin RF's court or arbitration fees and reasonable attorney's fees. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to any transactions entered into between the Parties.

19 Miscellaneous

- 19.1 Neither Party may assign any offer, order or contract with Griffin RF, or its rights and/or obligations hereunder (including, without limitation, the warranty in section 14.1), in part or in whole, or delegate the performance of its duties without the prior written consent of the other Party, provided that Griffin RF may engage subcontractors to carry out its obligations. Nevertheless, End-Users shall be entitled to assign their rights and obligations under these General Conditions regarding the Positioning Services insofar as they are embedded in the End-User's product.
- 19.2 The relationship of the Parties is solely that of buyer and seller and nothing contained herein shall be construed as creating any agency, partnership, joint venture, or employment relationship between the Griffin RF and the Client.
- 19.3 If any term, provision, covenant or restriction contained in these terms and conditions is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, the remainder of the terms, provisions, covenants and restrictions contained herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and these terms and conditions shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable term, provision, covenant or restriction or any portion thereof had never been contained herein.
- 19.4 All notices must be in writing and will be effective when received by (1) personal delivery, (2) registered, certified, or nationally recognized overnight mail, proof of receipt requested, and (3) facsimile or electronic mail, if confirmed within three (3) business days by one of the other methods herein, at such other addresses, facsimile numbers or email addresses as the Parties may specify in writing from time to time.

20 Unilateral modification of general terms and conditions

- 20.1 Griffin RF preserves the right to modify unilaterally each of the terms and conditions of these General Conditions at any time. Such modified General Conditions will be communicated to the Client and will be applicable to any order issued by the Client after the Client had the opportunity to acknowledge and agree to the modified General