

**ADVANTECH WIRELESS TECHNOLOGIES INC.**  
**INTERNATIONAL STANDARD TERMS AND CONDITIONS OF SALE**  
**20240212-003-A**

**1. APPLICABILITY.** The following terms and conditions, including any amendment to these terms and conditions (this “Agreement”), govern all sales of products and services (“Products”) by Advantech Wireless Technologies Inc. (“Advantech Wireless Technologies”, “we” or “us”) to you or the entity you represent (“Buyer” or “you”). By placing an order for Products, you agree to be bound by this Agreement. Unless otherwise agreed in writing by us, this Agreement takes precedence over the terms and conditions contained in Buyer’s order or other document or correspondence.

**2. PRICES.** [1] Prices quoted are valid for Products delivered in accordance with product specifications, estimated delivery schedule and delivery terms stipulated by Advantech Wireless Technologies. [2] Prices excludes all import duties and taxes, all of which are to be paid by Buyer. [3] Buyer shall pay for the disposal of any Products in accordance with applicable regulations, including but not limited to, the European Council Directive on Waste Electrical and Electronic Equipment (WEEE).

**3. PAYMENT.** [1] Payment terms are net 30 days of invoice date, subject to credit approval; failing credit approval, payment is due in full upon notification of readiness to deliver and prior to delivery. [2] Credit approval may be revoked at any time and then full payment is required to initiate or continue to manufacture or assemble or provide the Products. [3] Notwithstanding the foregoing, for certain orders, Buyer may be required to pay a deposit before an order is accepted or to pay the full value before delivery. [4] In addition to any other rights we may have in connection with overdue payments, we may charge interest on overdue payments at the rate of 2.5% compounded monthly (34.49% per annum), effective from the date the invoice was originally issued, subject to the maximum annual percentage rate permitted by law.

**4. DELIVERY.** [1] Delivery shall be Ex Works Advantech Wireless Technologies’ shipping point (Incoterms - 2010). [2] Delivery dates requested by Buyer are solely for planning purposes. [3] Default in timely payment may result in the suspension of work or Products or refusal to deliver. [4] If delivery is delayed by Buyer, we reserve the right to charge a fee for storage of the Products until they are actually delivered. [5] This section is subject to section 9.

**5. TITLE, RISK AND CONTROL.** [1] Risk of damage or loss, and control, shall pass to Buyer upon Delivery. [2] Title shall not pass to Buyer until full, unconditional and final payment. [3] Products shall remain, at all relevant times, personal or movable property even though it may become attached or affixed to real or immovable property. [4] Buyer agrees not to encumber or permit a security interest or lien to exist upon Products until transfer of title.

**6. ACCEPTANCE.** Buyer will be deemed to have accepted Products five calendar days after each Delivery (“Acceptance”) unless a detailed non-conformity report is submitted in writing after inspection. If a non-conformity is reported, Acceptance shall take place upon resolution thereof.

**7. WARRANTY.** [1] The warranty period will be 24 months after Acceptance (except in the case where section 9 applies) and Advantech Wireless Technologies at its own discretion and expense will repair or replace Products or parts thereof (excluding Buyer-furnished supplies incorporated therein) which are proven defective in materials or workmanship or fail to conform substantially to the applicable specifications. [2] Products shall be returned for inspection in its original packaging at Buyer’s expense. [3] Warranty shall not apply if any defect is caused by Buyer, including, but not limited to, abuse, accident, misuse, mishandling, vandalism, neglect, water, fire or excessive heat, ESD event, transportation, improper installation or testing, repair or alteration by someone other than Advantech Wireless Technologies or authorized by Advantech Wireless Technologies, or if any warranty tamper seal labels have been altered. [4] In no case shall Advantech Wireless Technologies be responsible for (i) any products or services supplied by other than Advantech Wireless Technologies, (ii) any equipment connected to Products, (iii) any software not authorized by us which operates or is resident on or with Products, or (iv) any use or operation not in conformance with the applicable documentation. [5] Parts manufactured by third parties shall bear only such warranty as may be given by the original manufacturer. [6] In no event shall Advantech Wireless Technologies’ liability extend beyond repairing or replacing the defective Product (plus return transportation charges to the Buyer’s site). [7] This warranty is for the benefit of Buyer only, as original purchaser, and may not be transferred or assigned to or benefit any other person. [8] Should any warranty be void or a claim be denied, Buyer shall be informed, and upon consent, charged

with the repair costs. [9] This warranty is our sole liability in connection with the Products and is in lieu of any other warranties, express or implied, written or oral, statutory or otherwise, including any implied warranties of merchantability or fitness for a particular purpose or non-infringement.

**8. CHANGES.** [1] Changes to drawings or specifications, which do not materially affect quality, form, fit or function, may be implemented by Advantech Wireless Technologies without notice. [2] Buyer may propose other changes to the drawings or specifications, but any such changes shall only be made upon written agreement by us of any resulting adjustment in the standards of performance, specifications, price, delivery schedule, and warranty. If such agreement is not reached, Advantech Wireless Technologies shall be under no obligation to implement such changes.

**9. BILL-AND-HOLD.** [1] Buyer acknowledges that it is its obligation to arrange for delivery of Products ordered by it on completion of the related order, but there may be circumstances, such as a delay in obtaining an import license or the lack of sufficient warehouse or other storage space to store the Products, which prevent Buyer from taking delivery of the Products at such time. If Buyer reasonably expects it will be unable to arrange delivery by the date specified in the order, it will provide at least 10 days' notice in writing to Advantech Wireless Technologies. [2] In such cases, Buyer (i) authorizes Advantech Wireless Technologies to hold the completed Products in its premises on Buyer's behalf and (ii) agrees that it will provide to Advantech Wireless Technologies before the end of the month in which the delivery was scheduled to occur a "bill-and-hold" letter or substantially similar written acknowledgement (substantially in the form of Exhibit A to this Agreement) and upon receipt by Advantech Wireless Technologies of a such a "bill-and-hold" letter or acknowledgement from Buyer and upon Advantech Wireless Technologies invoicing Buyer for such Products (and, if the invoice requires payment in full before such Products will be released for shipment, Advantech Wireless Technologies has received payment in full), risk of damage or loss, and control, as well as title, to such Products shall automatically pass to and be assumed by Buyer. [3] Buyer acknowledges that Advantech Wireless Technologies reserves the right to charge a fee for storage of the Products until they are actually delivered. [4] Notwithstanding sections 6 and 7, the warranty period will be 24 months commencing on the date the Products are invoiced.

**10. TERMINATION AND CANCELLATION.** [1] We may terminate this Agreement and terminate or cancel any order to deliver Products to you forthwith upon written notice to you, if you (i) become insolvent, (ii) make a general assignment for the benefit of its creditors, (iii) permit (voluntarily or involuntarily) the appointment of a receiver, manager or receiver/manager for its business or assets, (iv) become subject to any proceeding related to bankruptcy or insolvency or any other action for the protection of the rights of creditors or equivalent under any applicable law or (v) become subject to or cause any event which, in our sole discretion, cannot be cured or causes or would cause significant or irreparable damage to us or our business or those of our affiliates. [2] We may also terminate this Agreement and terminate or cancel any order to deliver Products to you if you fail to cure the breach of any obligation, including the failure to make any payment when due, within 10 days after written notification from us. [3] In the event of termination or cancellation of any order, Buyer shall pay all costs and expenses of Advantech Wireless Technologies, including for all Products completed, Products-in-progress, services being rendered, equipment, components, subassemblies, raw material and other material purchased, together with a cancellation fee of between 10% and 50% of the price of the cancelled portion (determined in our reasonable discretion taking into account the relevant circumstances) and all other costs attributable to the termination or cancellation of the order, including but not limited to, subcontractor cancellation charges, inventory return and restocking fees, administrative costs of settlement, and/or any extraordinary expenses or losses. [4] Buyer may not cancel (in whole or in part) any order except on the terms permitted by such order. [5] For orders of special projects or custom Products, we may require Buyer to pay the full value even if Buyer wishes to cancel such order.

**11. EXPORT AND OTHER REGULATORY COMPLIANCE.** [1] Buyer acknowledges that the Products (including any technology or technical data) may be controlled or restricted under the US Export Administration Regulations or the Office of Foreign Assets Control, or other applicable laws or regulations (United States or otherwise) relating to the export or import of products, technology or technical data, and may require approval of the US Department of Commerce or the US Treasury or other applicable government agency before they can be exported. You must comply with those laws and regulations. You may not resell or transfer any Products to any other country or to any person other than the authorized ultimate consignee or end-user identified in the invoice, either in their original form or after being incorporated into other items, without first obtaining approval from the applicable US government agency or as otherwise authorized by applicable law or regulations (United States or otherwise). You may not export, or transfer for the purpose of re-export, any Product to any embargoed country or region, including Cuba,

the Crimean Region of Ukraine, Iran, North Korea, Sudan and Syria, or to any denied, blocked, or designated person or entity under applicable law or regulation. Each time you make an order you will be deemed to represent and warrant that you are not (i) on the Denied Persons, Specially Designated Nationals or Debarred Persons List, as identified by the Office of Foreign Asset Control or the US Department of Commerce, or any other list of prohibited persons (United States or otherwise), (ii) owned or controlled by any person that is on one of those lists, or (iii) otherwise prohibited by United States or other law from purchasing the Products. You must notify us immediately if your status changes. [2] Buyer will be solely responsible for obtaining any license to export, re-export or import as may be required.

**12. LIMITATION OF LIABILITY.** [1] None of Advantech Wireless Technologies or its affiliates, nor any of its or their respective directors, officers or employees (the "Protected Parties"), shall be liable for any incidental, special, consequential or indirect damages of any kind, including, but not limited to, damages for interruption of business, procurement of substitute goods, or loss of profits, regardless of the form of action, whether in contract or tort or in law or in equity, including but not limited to negligence or strict product liability, even if Advantech Wireless Technologies or such other person has been advised of the possibility of such damages. [2] In no event will the aggregate liability of the Protected Parties for any claims arising out of or in connection with this Agreement, regardless of the form of action, whether in contract or tort or in law or in equity, including but not limited to negligence or strict product liability, exceed 10% of the amount paid for the Products that are the subject of the claim or in any other case 10% of the amount paid by Buyer in the six-month period before the occurrence of the event giving rise to the claim.

**13. INDEMNIFICATION.** Buyer shall be liable for and shall indemnify and hold the Protected Parties harmless from and against any third-party claims (i) alleging personal injury or damage to property, (ii) arising out of or in connection with the use, operation, performance or construction of the Products in connection with any other products, (iii) alleging infringement of its intellectual property rights arising out of or in connection with compliance by Advantech Wireless Technologies with Buyer's drawings, specifications requirements or instructions and (iv) all damages, liabilities, judgments, costs and attorney's fees in connection therewith.

**14. INTELLECTUAL PROPERTY.** [1] Advantech Wireless Technologies shall have or retain the entire right, title and interest in and to all information used or first produced by Advantech Wireless Technologies, including, but not limited to, all inventions, discoveries, new and useful art, processes, methodologies, techniques, manufacture, design or composition of matter, or any new and useful improvement thereof, conceived or developed or first actually reduced to practice by Advantech Wireless Technologies, whether registered or patented or not, in the performance of this Agreement, except for data furnished by Buyer. [2] Advantech Wireless Technologies shall have no obligation to deliver any information which is not otherwise specifically stated to be a deliverable.

**15. CONFIDENTIALITY.** Buyer recognizes that certain information of Advantech Wireless Technologies or its affiliates, including, without limitation, schemes, designs, drawings, specifications, documentation computer software, drawings, illustrations, manufacturing description and technical specifications, business models and procedures, methodologies, product information and prices, is confidential and proprietary, and, as such, Buyer shall hold such information in strict confidence using the same degree of care as it normally exercises to protect its own confidential or proprietary information but not less than reasonable care. Buyer shall not use or disclose or permit any third party to use or disclose any such confidential or proprietary information without prior written consent.

**16. FORCE MAJEURE.** We will not be liable to you or subject to any other remedy if we are prevented or impeded from performing our obligations under this Agreement or order as a result of any event or circumstance beyond our reasonable control, including (i) war (whether declared or not) or acts of foreign enemy, (ii) acts of terrorism, civil disturbance, riot or sabotage, (iii) currency or trade restrictions, embargos or sanctions, (iv) acts of authority (whether lawful or unlawful), compliance with any law or governmental order or expropriation, (v) plagues, epidemics, pandemics (including Covid-19 or its variants), natural disaster, extreme natural events or other acts of God, (vi) explosion, fire, destruction of equipment or prolonged break-down of transport, telecommunications, information systems or energy, (vii) general labor disturbances, such as a boycott, strike, lock-out, go-slow or an occupation of facilities or premises, or (viii) default of a common carrier.

**17. NOTICES.** Any notice or other communication required or permitted to be given by us under this Agreement will be deemed to have been sufficiently given and received by Buyer if delivered personally or sent by private courier or email to the address of Buyer as indicated on an order and for the attention of an individual named in the order or

other contact person with whom Advantech Wireless Technologies reasonably believes is authorized to accept notices in connection with the order.

**18. OTHER PROVISIONS.** [1] Advantech Wireless Technologies reserves the right to subcontract the product or manufacture of Products either in whole or in part. [2] No waiver by Advantech Wireless Technologies of any breach of this Agreement by Buyer or the failure of Advantech Wireless Technologies to insist upon the performance of any provision of this Agreement, shall not be construed as a continuing waiver of a subsequent breach of the same or of any other provisions. [3] Without limitation to any remedies at law, Advantech Wireless Technologies shall be entitled to seek injunctive relief against any breach of any provision hereof. [4] If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed to be severed and shall be ineffective to the extent of such invalidity or unenforceability and shall not affect or impair the remaining provisions hereof, which shall remain in full force and effect. [5] Buyer shall not assign this Agreement in whole or in part without the express prior written consent of Advantech Wireless Technologies. Authorized assigns or successors in interest shall be fully bound by all terms and conditions hereunder. Such consent shall not discharge Buyer from its obligations. Advantech Wireless Technologies may assign this Agreement to any of its affiliates or successor to its business. [6] Nothing contained herein shall be construed as creating any agency, employment relationship, partnership, principal-agent or other form of joint enterprise or venture. [7] This Agreement sets forth the entire agreement between the parties with respect to its subject matter and supersedes all other agreements or communications, whether written or oral, representations, discussions and other agreements between the parties. [8] We reserve the right to update or modify the terms and conditions of this Agreement at any time and without notice, and, on posting of an amended or modified version of these terms and conditions on our website, you will be deemed to be bound by them; however, the terms and conditions in effect on the date of acceptance of an order will continue to govern that order and the Products sold under that order. [9] For purpose of this Agreement, an “order” includes a purchase order, quote or other instruction for the design, production, sale or delivery of a Product or the delivery of a service component of a Product. [10] This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the Province of Quebec. Each of Advantech Wireless Technologies and Buyer irrevocably submits to the exclusive jurisdiction of the courts of Quebec for any dispute, claim or proceeding arising out of or relating to this Agreement. [11] In the event of any termination of this Agreement or termination or cancellation of an order, Buyer’s obligation to pay any amounts due or owing hereunder and arising prior to the termination or cancellation will continue and sections 3, 5, 7, 9 to 15, 17 and 18 will survive any such termination or cancellation. [12] The parties agree that this Agreement and any order and any other correspondence between them will be in the English language. Les parties conviennent que le présent accord et toute commande et toute autre correspondance entre elles seront rédigés en anglais.

**Exhibit A**

[Letterhead of Customer]

[Date]

Advantech Wireless Technologies Inc.  
16715 Hymus Blvd.  
Kirkland, Quebec  
H9H 5M8

**Subject: Bill-and-Hold Arrangement**  
**Purchase Order No \_\_\_\_\_**

Dear \_\_\_\_\_,

We understand that Purchase Order No \_\_\_\_\_ is complete and available to be picked-up and acknowledge our present obligation to take delivery. However, we are unable to take delivery at this time due to the lack of storage space in which to store the order/our inability to obtain an import license for the order, Accordingly, we require Advantech Wireless Technologies to pack, label, make ready and separately store for transfer to us the goods referenced in the Purchase Order (and identified below) pending final freight forwarding instructions. We require you to warehouse our order at your location until such time as we arrange for delivery, which we expect to be in approximately \_\_\_\_\_ days.

Item	Product Number	Name	Order Qty	Unit Price	Total Price
1.					
2.					

We authorize you to invoice us for our order for a total of USD\_\_\_\_\_. We understand that, if the terms of your invoice require payment before shipping, you will have received payment before the order is shipped.

We acknowledge that the order is ready for shipment and agree that ownership of, and risk to and control of, the goods is transferred to and assumed by us upon invoicing.

Yours truly,

Name:  
Title:

*Last revised – February 12, 2024.*