

General Terms and Conditions of Sales of u-blox America Inc., Reston, VA for Sales via Internet Online Shop Applicable for shipments to destinations in North, Central and South America

1. General: All orders, shipments, supplies of u-blox' products (Products) and services (Services) are made subject to the terms and conditions as herein set out. Any conditions stipulated by the Customer which are in contradiction of our General Terms and Conditions of Sales shall be valid only if expressly acknowledged by u-blox in writing. The Agreement constitutes the entire, complete and exclusive agreement between the parties relating to the Products and Services to be provided by u-blox.

2. Conditions of Use: We guarantee that firmware and software can be operated under the specified computer operating systems, or in the case of embedded firmware, the specified platform. We grant no warranty for functionality, completeness, accuracy or timeliness. The purchase or provision of firmware and software provides the right for use on one system only. The firmware and software may not be reproduced, copied, reverse-engineered, transmitted or redistributed in any way whatsoever. Article 11 applies also for all software. The Products are not designed for use in life-support and aviation applications.

3. Price: All prices are in the indicated currency. Shipment is Ex Works (EXW Reston VA, Incoterms 2000), packing included, non-insured, VAT, sales or any other tax or duty excluded. u-blox reserves the right to modify prices for goods not yet shipped if circumstances so require and to notify the Customer as soon as possible unless otherwise stated in the order confirmation.

4. Payment Terms: Only credit card payments are accepted. Credit card data are encrypted in SSL technology and will be kept confidential. No data will be transferred to third parties unless necessary for the transaction. All transactions are immediately authorized at the respective credit card organization. Failing authorization will make the purchase null and void. By entering an online purchase order, the customer agrees that his credit card will be used for any additional shipping, tax, or customs charges in order to fulfill the online purchase

5. Limitation of Shipment Destinations: Despite the fact that our website can be accessed worldwide, shipments to Europe, Asia, Australia, Oceania Africa and Middle East are excluded from these conditions.

6. Shipment Times: While u-blox will endeavor to adhere to any promised shipment time, shipment shall not be deemed an essential part of the contract. Delayed shipments are not grounds for a claim for damages or for a cancellation. Partial shipments are allowed.

7. Quantities Shipped: Shipment is performed according to actual product availability. Partial shipments are allowed.

8. Order Cancellation: In the event that the Customer cancels all or parts of an Order or fails to meet all obligations resulting from an Order, causing the cancellation of an Order or portion thereof, the Customer agrees to pay a cancellation fee of 50% of the product price as stipulated in the Order confirmation. Recognizing that the damages to u-blox arising from any cancellation or rescheduling of any Order will be difficult to estimate, the parties agree that the afore mentioned cancellation fee is reasonable and is intended as liquidated damages and not as a penalty.

9. Return Material: We accept returned material only if a Return Material Authorization has been obtained by u-blox. Material received without any prior authorization will be returned at the Customer's expense. A fee for administrative cost and product inspection will be levied on the customer.

10. Warranties & Liability: All Products delivered or Services performed by u-blox are warranted to be free from defects in material or workmanship arising from normal use and service for one year from shipment or completion of the Service.

The limited warranties set forth above shall be void with respect to and shall not apply to, any Product or Service (i) repaired, altered or improperly processed by any person, (ii) subjected to unreasonable or improper use (e.g. influence of chemical or electrolytic actions, recuperation, weather conditions, air pollution, prohibited electromagnetic effects) or storage, used beyond rated conditions, operated other than per u-blox instructions, or otherwise subjected to improper maintenance, negligence or accident; (iii) damaged because of any use of the Product or Service after the Customer has, (iv) the product label manipulated or should have knowledge of any defect in the Product or Service. Products marked as "Engineering Samples", evaluation kits as well as demo and reference designs are excluded from our guarantee and liability.

u-blox assigns to the Customer, without recourse, any and all assignable warranties available from any manufacturer, supplier, or subcontractor of such Product or Service and will assist the Customer within reasonable limits in the enforcement of such assigned warranties.

Any claim under the limited warranty granted above must be made in writing to us within eight (8) days after discovery of the claimed defect. No claims shall be made after six (6) months after shipment (prescription period). Such limited warranty only extends to the Customer and not to any subsequent owner of the Product or Service. The Customer's sole and exclusive remedy for any Product or Service not conforming to this limited warranty is limited to, at the sole discretion of u-blox, (i) repair or replacement of defective components of covered Product or Service, or (ii) reperformance of the defective portion of the Services, or (iii) to the extent already paid, the issuance of a credit or refund for the original purchase price of such defective components or portion of the Services.

u-blox shall not be required to repair or replace more than the component(s) of the Products or Service actually found to be defective. u-blox' warranty liability shall not exceed the purchase price of such item. Repaired or replaced Products or Services will be warranted hereunder only for the remaining portion of the original warranty period.

THE EXPRESS LIMITED WARRANTIES PROVIDED ABOVE ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED. U-BLOX PROVIDES NO WARRANTY, EXPRESS OR IMPLIED, THAT ANY WORK PROVIDED HEREUNDER WILL PREVENT ANY LOSS. THE LIMITED EXPRESS WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS AGREEMENT MAY ONLY BE MODIFIED OR SUPPLEMENTED IN WRITING SIGNED BY DULY AUTHORISED CORPORATE OFFICERS.

Customer using or selling Products in devices or systems where malfunction can result in personal injury or casualties, do so at their own risk and agree to keep u-blox harmless from any consequences. u-blox assumes no responsibility for claims or damages based on the infringement of patents, copyrights and/or other intellectual property rights.

12. Claims (Complaints): Customer claims must be submitted in writing immediately upon receipt of goods or immediately upon detection of hidden faults.

13. Ownership of Goods: Ownership of the goods sold shall, notwithstanding shipment, or attachment of these to other property, remain with u-blox until payment for them has been received in full.

14. Refusal: u-blox reserves the right to refuse orders without providing an explicit justification.

15. Pledge or lien: The Customer shall have no pledge or lien on u-blox property.

16. Law: Any contract between the Parties shall be governed by and enforced in accordance with the laws of Virginia. Any litigation arising under any contract shall be brought in Virginia. The parties waive any right to a jury trial on matters arising from this contract.

17. Technical Specifications: Unless otherwise agreed upon, brochures catalogues, product descriptions, and manuals are not binding. Data provided in documentation are only binding insofar as expressly stipulated as such. u-blox reserves the right to modify any specification without notice. Products and Services shall comply with those technical regulations and standards in force at u-blox' place of production. The use of the Products in legislations that differ from such regulations, are at Customer's risk.

18. Intellectual Property: Information and drawings delivered in addition to the sales documentation may not be disclosed or transmitted to any third party. The Customer may not use, in any form whatsoever, any information concerning the design and the functionality. In the event of infringement of this clause u-blox reserves the right to claim damages.

19. Use/Export Control: Customer represents that to the best of its knowledge, the products will not be used in any weapon systems. Customer will not ship the products to any countries subject to embargo, export controls or other restrictions. At u-blox's request, Customer will sign a letter insuring u-blox that Customer has not used any of the products for weapon systems and not sold any of the products to certain countries under export control.