



# HGNSS STANDARD TERMS & CONDITIONS

**COVERED PRODUCTS.** The terms and conditions set out in this Notice (the "Terms and Conditions") cover the products delivered with this Notice (the "Products").

**PURCHASE ORDERS.** All purchase orders are subject to approval and acceptance by Hemisphere GNSS. Product shall be ordered by the purchaser (the "Purchaser") through **binding, non-cancelable, non-revocable** purchase orders. Once scheduled, **shipments against the purchase order may not be pushed out** by purchaser. Purchase orders must indicate the specific Product (including part number, description, and revision level, as applicable), quantity, price, requested delivery date, "bill to" and "ship to" addresses, shipping instructions and any other special instructions. Shipments Any purchase order or other form from the purchaser which purports to expand, alter, or amend these Terms and Conditions is expressly rejected and is and shall not become a part of any agreement between Hemisphere GNSS and the Purchaser notwithstanding that Hemisphere GNSS provides an order acknowledgement relating to such purchase order.

**CURRENCY AND TAXES.** Unless stated otherwise, all currency references herein are to United States dollars and are exclusive of taxes. Taxes applicable to the purchase of Products shall be the responsibility of and shall be paid by Purchaser, unless otherwise stated by Hemisphere GNSS.

**DELIVERY.** Delivery shall be "FCA" 8515 E Anderson Dr, Scottsdale, AZ, USA 85255 (or such other location of Hemisphere GNSS's choice) (the "Delivery Point") in accordance with INCOTERMS 2020. Delivery shall occur and risk of loss shall pass to Purchaser upon delivery of the Product to the carrier at the Delivery Point. Carriage and insurance from the Delivery Point shall be at Purchaser's sole risk and expense and any claim for loss or damage in transit shall be against the carrier only. Purchaser shall supply shipping instructions with each order (ship to and bill to address, quotation number, preferred carrier and account number, custom broker/freight forwarder including name and contact number). In the absence of specific instructions, or at Purchaser's request, Hemisphere GNSS may select a carrier and ensure the Products in transit and charge Purchaser accordingly, including a reasonable administration fee. Hemisphere GNSS shall not be responsible for any failure to perform due to unforeseen circumstances or causes beyond its ability to reasonably control.

**PAYMENT TERMS.** Invoices shall be paid in full in accordance with the due date provided on the invoice. Invoices not paid by the date due may accrue interest from the date due until paid at the rate of two (2%) percent per month (24% per annum), which charge shall not be disputed by Purchaser.

**RETURNS.** All product returns must be pre-approved by HGNSS and may be subject to a restocking fee.

**HEMISPHERE GNSS WARRANTY.** Hemisphere GNSS is committed to quality and offers warranty on materials and workmanship. Details related to Hemisphere GNSS's warranty are included on the Hemisphere GNSS Service Policies located at <https://www.hemispheregnss.com/warranty/>

**GOVERNING LEGISLATION.** These Terms and Conditions shall be governed by the laws of the State of Arizona. In the event that any provision hereof is held to be invalid by a court of competent jurisdiction, such provision shall be severed, and the remaining provisions shall remain in full force and effect.



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## IMPORT AND EXPORT LAWS.

- (a) Purchaser accepts exclusive responsibility and liability for complying with all applicable export, import, customs or any other laws and regulations with respect to this Agreement.
- (b) Purchaser will not gift or sell the Products to, or for the use of, any ultimate purchaser with which Hemisphere GNSS could not do business under the laws or regulations of the United States, including, without limitation, the regulations of the United States Departments of Commerce, State and Treasury, and Purchaser will comply with all other laws and regulations of the United States, Canada and any other cognizant jurisdiction relating to the sale of the Products.
- (c) Purchaser further agrees that it will not export, re-export, divert, transfer or disclose the Products to any embargoed countries or persons or entities involved in chemical, biological or nuclear weapons or missile technology activities without prior authorization from the appropriate United States and Canadian government agency.
- (d) The export of technology from the United States of America, Canada and the re-export from foreign countries may be conditional upon the issuance of an export license by the government of the United States of America, Canada or other foreign governments. Purchaser covenants that it will not export or re-export any technology unless and until it has complied in all respects with the United States of America Export Control Regulations and the export controls of any other applicable country including Canada. Hemisphere GNSS does not warrant that a license will be granted for such export or re-export and Hemisphere GNSS will have no liability or obligations in respect of same.