

General Terms and Conditions of Sales of CWD Limited for Sales via Internet Online Shop (excluding Services)

General:

Unless otherwise expressly agreed in writing, all offers, orders, shipments, uses of CWD Limited's firmware, software and hardware ("Products"), as well as all third party software provided by CWD Limited ("Third Party Software") are governed by these general terms and conditions ("General Terms and Conditions"). Any terms and conditions stipulated by the Customer which are different from the General Terms and Conditions shall be valid only if expressly agreed by CWD Limited in writing. These General Terms and Conditions constitute the entire, complete and exclusive agreement between CWD Limited and the Customer ("the parties"). By taking delivery of Products or Third Party Software or by using support or Data Services, Customer accepts these General Terms and Conditions. Orders shall not be effective until they are confirmed by CWD Limited's order confirmation.

Use Restrictions:

Except where Customer is an authorized CWD Limited distributor, the resale, rent or lease of standalone Products or Third- Party Software is strictly prohibited. If Customer is a distributor, distributor acknowledges and agrees that it (i) will resell the Products to third parties only in accordance with the restrictions set forth hereunder, and (ii) will include such restrictions in its agreements with such third parties. Customer may not integrate the Products into its own modules for the sale as standalone goods. Products may not be used in weapons and weapon systems (e.g., systems for identifying targets or for the guidance of missiles, bombs or bullets), including for testing and simulation of such weapon systems. Products are not intended for use as Critical Components (as defined below) in or in combination with (a) automated driving assistance device or system in any automotive application and mechanism (except where the Products are ISO 26262 compliant as stated in the Product data sheet), or (b) any kind of medical life-saving or life support device or system (including any device or system that is intended for surgical implant into the human body or to support or sustain life) and whose malfunction or failure to perform may result in significant injury or death to the user, or (c) any nuclear facilities, or (d) any air traffic control device, application or system, or (e) any other device, application or system where it is reasonably foreseeable that failure of the Product(s) as used in such device, application or system would lead to death, bodily injury or property damage. A Component is Critical when its malfunction or failure to perform may cause the failure of a device or system, or may affect the effectiveness of such device or system. CWD Limited excludes its liability for any prohibited use or a use for which Products are not intended, and Customer shall indemnify CWD Limited from claims resulting from such use. It is, unless expressly authorized in these Terms and Conditions or by mandatory provisions of law, forbidden to decompile, to detect the source code or the underlying user interface techniques or algorithms of the software, to change, reproduce or develop the software, to take action that would cause the software to be placed in the public domain or open source community or general public libraries, or to reproduce, change or reverse engineer the hardware. Products are subject to further use restrictions as provided hereunder.

Price:

All prices and charges on CWD Limited's website include packaging costs and exclude VAT, other taxes, withholding tax, duties, bank charges and fees. Shipment costs are deducted from the Customer's credit card if no valid account number with an express carrier/package delivery company is specified in the order. CWD Limited reserves the right to modify prices for Products not yet shipped if supplier material or component prices have changed or as provided for under article 10 and shall notify the Customer thereof as soon as possible.

Payment Terms:

CWD Limited only accepts prepayments by credit card. 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. With the placement of an online purchase order, the Customer agrees that his credit card will be debited for costs of the purchase, shipment, taxes, transportation insurance and/or customs charges.

Delivery/Risk:

Delivery is DAP (Incoterms 2010). Late delivery shall not justify termination of the order. Partial delivery is allowed.

Shipment:

Products are shipped by CWD Limited at Customer's cost and risk to the address indicated in the order. Shipments are in multiples of minimum order quantity (MOQ) as applicable for each Product type. For quantities below MOQ a surcharge applies. Delivery times may be extended in the case suppliers extend delivery times or are no longer able to deliver. CWD Limited shall notify Customer of any extension.

Incoming Inspection:

Customer shall perform incoming inspection as necessary to ascertain that the Products shipped correspond to the order confirmation. Customer may reject those Products that do not correspond to the order confirmation within five (5) business days from the receipt of shipment. In the event Customer does not reject the Products within the five (5) business day period, Customer shall be deemed to have accepted the delivered Products in full.

Return Policy:

In the event that the Customer wishes to return a shipment without any warranty or incoming inspection claims, the Customer agrees to pay a restocking and handling fee of 50% of the Product price. Shipping for returned shipments is at the responsibility and cost of the Customer. Products can only be returned after receiving a confirmation which can be requested at support@cwдин.com. Only unopened shipments in their original packaging can be returned. Products sold under a Non-Cancellable, Non-Returnable (NCNR) purchase order cannot be

returned. Once your return is received and inspected, we will send you an email to notify you that we have received your returned item. We will also notify you of the approval or rejection of your refund. If you are approved, then your refund will be processed, and a credit will automatically be applied to your credit card or original method of payment, within 7-10 days. To return your product, you should mail your product to: A-1002, Rupa Solitaire, Millenium Business Park, Mahape, Navi Mumbai 4000710 Maharashtra, India.

Warranties:

CWD Limited's Product warranty applies for a period of twelve (12) months from the date of delivery for any proven defects due to bad material or poor workmanship of CWD Limited's hardware. Under the warranty, CWD Limited undertakes, at its sole discretion, to repair or, replace the defective hardware or to reimburse the purchase price for the defective hardware. It is the Customer's responsibility to arrange and pay the return shipment of the defective hardware to CWD Limited. Return shipment will only be accepted if such shipment is in accordance with the conditions of CWD Limited's Return Material Authorization (RMA) Request form. Repaired or replaced hardware will be warranted hereunder only for the remaining portion of the original warranty period. Any guarantee or additional warranty, implied warranty (merchantability or fitness for a particular purpose) or any return due to reasons other than the above-mentioned is expressly excluded. Any removed hardware shall become CWD Limited's property. The Customer shall bear the associated costs of replacement of any defective hardware (i.e. removing, transporting and reinstalling). Excluded from CWD Limited's warranty are all defects, which result from normal wear and tear or damaging external influences (e.g. electromagnetic, electrolytic, chemical, weather, air pollution), unapproved repairs, improper maintenance or storage, failure to observe the user manual and mounting instructions, excessive loading, inappropriate or insufficient testing, inappropriate material or processes, failure to implement or to enable the implementation of updates or upgrades of firmware or software (through firmware over the air or otherwise) as recommended by CWD Limited. Before mass-production, Customer shall perform tests as necessary to assure that the Products are fit for the purpose intended by the Customer. CWD Limited's warranty applies only to Products that are identified as "Initial Production", "Mass Production" or "End of Life" and not to samples. The warranty terminates upon the Customer's breach of any obligation under the General Terms and Conditions. A warranty claim must be made within three (3) days after discovery of the defect by Customer, otherwise CWD Limited's warranty coverage shall not apply. Support is provided on an "as is" basis and CWD Limited, its affiliates and third party licensors expressly disclaim all warranties, whether express, implied or statutory.

Standard Essential Patents:

Customer is entitled to use CWD Limited's modules based on the licenses for patents which are essential for the 2G, 3G and/or 4G standards ("Standard Essential Patents") granted to CWD Limited at the date of the quote/offer to Customer for the relevant Cellular Product Use Restriction category (as defined below). New Standard Essential Patent licenses entered into by CWD Limited after the date of the quotation/offer may result in price increases to reflect increased royalty costs. This

Clause 10 states the entire liability and obligation of CWD Limited and the exclusive remedy of the Customer with respect to any alleged or actual infringement of patents, copyrights, trade secrets, trademarks, or other intellectual property rights. Customer represents not to have a license for Standard Essential Patents and shall indemnify CWD Limited in case of any breach of this representation.