

Qblox Holding B.V. – General Terms and Conditions of Purchase

1. Definitions

In these Conditions:

- "Qblox" means Qblox Holding B.V. and any company that is directly or indirectly controlled by it at the moment the Order is issued;
- "Conditions" means these general terms and conditions of purchase for goods and services;
- "Intellectual Property Right" means patent applications, patents, design rights, copyrights, trade secret rights, and all other intellectual property rights and all rights or forms of protection having equivalent or similar effect to any of the foregoing, and including, without limitation, applications for registration of, and rights to apply for, any such rights.
- "Order" means the purchase order issued by Qblox, including any written amendment thereto, for the delivery of Products and/or the provision of Services by Supplier;
- "Price" means the price of the Products and/or Services as set out in the Order;
- "Product" means an item that is ordered by Qblox from Supplier or a subject matter of development or design (i.e. prototypes) as described in the Order;
- "Services" means the services as described in the Order; and
- "Supplier" means the person, firm or company named as such in the Order as responsible for supplying the Products and/or Services and includes Supplier's legal representatives, successors and permitted assigns.

2. Acceptance of an Order.

- a) These Conditions, together with the relevant Order issued by Qblox, set forth the terms and conditions under which Qblox offers to purchase Products and/or Services from Supplier. When Supplier accepts Qblox's Order, either by acknowledgement, delivery of any Products and/or commencement of performance of any Services, a binding contract shall be formed and these Conditions shall apply. Qblox does not agree to any proposed amendment, alteration, or addition by Supplier. Amendments to the binding contract are only valid if they are in writing and duly signed by a duly authorized representative of Qblox. Any other statement or writing of Supplier shall not alter, add to, or otherwise affect the agreement. Any general conditions Supplier may use that could apply to transactions with Qblox are hereby expressly rejected and shall apply only if and insofar as these have been expressly accepted in writing by Qblox. These Conditions prevail over any terms or conditions contained in or referred to in Supplier's quotation or acceptance of Order or correspondence inconsistent with these Conditions.
- b) Qblox is not bound by the Order unless the Order has been placed on behalf of Qblox by a duly authorized representative. No amendments to the Order are binding on Qblox unless authorized and confirmed in writing by Qblox.
- c) These Conditions shall also apply to any Orders made by Qblox online, over the internet or by any other electronic means.
- d) Supplier acknowledges that time is of the essence and all dates referred to in the Order shall be firm.

3. Delivery of Products and Services

- a) The time and place of delivery of the Products or the Services are as specified in the Order. Partial or early deliveries shall be made only with prior written approval of Qblox. If no such approval has been given, Qblox is entitled to refuse delivery until the agreed Delivery Date. In the event of a partial delivery, Supplier will compensate Qblox for any additional costs as a result thereof.
- b) Supplier shall transfer to Qblox the ownership of all items such as designs, deliverables, models, dies, molds, jigs, gauges, tools and drawings specifically acquired or manufactured by Supplier for the execution of an Order.
- c) Supplier shall package and label the Products in a manner suitable for transit and storage at Supplier's expense in accordance with the Order. Any delivery of Products or Services which do not meet the requirements of the Order may be refused by Qblox.
- d) Unless expressly accepted in the Order by Qblox, the delivery of Products or Services shall be non-recurrent. If the Products are agreed to be delivered in instalments then the Order is deemed not to be severable.

- e) Qblox is under no obligation (whether contractual or statutory) to conduct any inspection or testing of Products or Services to confirm compliance with the Order. Any inspection or testing by Qblox shall not release Supplier of any of its obligations, representations or warranties, and any rejection by Qblox of the Products or Services after such inspection or testing shall be governed by section 6. Upon Qblox's request, Supplier shall inspect or test the Products prior to delivery and shall provide a report on the test results.
- f) Supplier shall immediately notify Qblox of any delay in the execution of the Order, and state the events causing the delay.
- g) Unless specifically agreed otherwise in writing, Supplier shall deliver Products on the delivery date at the address indicated in the Order, in accordance with DAP Incoterms 2020. Ownership of the Products shall pass to Qblox at the same time the risk of loss transfers to Qblox in accordance with the agreed Incoterm.

4. Warranty on Products

- a) Supplier warrants that a Product for a period of twenty four (24) months after delivery to Qblox (i) shall strictly comply with the specifications set by Qblox, (ii) shall be free from defects in design, material and workmanship (iii) shall be merchantable and fit for Qblox's intended purpose, (iv) shall be free from any and all liens and encumbrances, (v) shall be new (unless agreed otherwise) and (vi) shall comply with all applicable laws, including those relating to the manufacture, delivery, sale and safety of such Product. The warranty period shall be extended by any time period during which the delivered Product cannot be used as a result of a failure to conform to any applicable warranty.
- b) The warranties provided for in section 4 (a) are in addition to those implied by or available at law or in equity and will continue in force notwithstanding the acceptance by Qblox of all or part of the Products to which those warranties apply.

5. Warranty on Services

- a) In carrying out the Services, Supplier warrants that it shall provide the Services to Qblox (i) in a timely, efficient, proper and workmanlike manner using reasonable care, skill and diligence; (ii) using a sufficient number of suitably trained, qualified, skilled and experienced personnel; (iii) in accordance with any agreed service levels and instructions of Qblox; and (iv) in compliance with all applicable laws governing the provision and use of the Services. In addition, Supplier shall obtain, maintain and comply with all consents, approvals, regulatory authorizations and license(s) necessary (including seeking these consents and/or giving notices, where applicable) for Supplier to provide the Services.
- b) If the Services are being performed at a Qblox location or a location of Qblox's customer, Supplier shall abide by all local house rules, local safety laws and regulations and other applicable regulations.
- c) If Supplier submits any documents for approval by Qblox, Qblox's approval thereof shall not release Supplier from any of its obligations under the Order.

6. Warranty Procedure

- a) Without prejudice to any other right or remedy available to Qblox under applicable law or these Conditions, if a Product fails to conform to the warranty in section 4, Supplier shall at the discretion of Qblox (i) repay to Qblox the full purchase price paid for such Product within five (5) calendar days after Qblox has informed Supplier of such failure, and upon payment of the purchase price, ownership of the relevant Product will transfer back to Supplier; or (ii) at Qblox's discretion within a reasonable timeframe repair or replace the Product free of charge. Upon Qblox's request, Supplier shall provide Qblox, at Supplier's cost, with a root cause analysis of the defect within seven (7) calendar days after receipt of the defective Product.
- b) Without prejudice to any other right or remedy available to Qblox under applicable law or these Conditions, if Supplier fails to perform any of the Services in accordance with section 5, then:
 - a. Qblox may require Supplier, at Supplier's own expense, to remedy any default or to re-perform any non-conforming Service within a reasonable time specified in the notice and to take all measures necessary for that purpose, such as developing and implementing work around plans and allocating additional resources; or
 - b. if Supplier fails to remedy any default or to re-perform any non-conforming Service within the reasonable time specified in the notice, Qblox shall be entitled-in each case, at Supplier's own

expense to remedy any default or re-perform any non-conforming Service itself or have it remedied or re-performed by a third party on its behalf, or have a third party assist Supplier to remedy any default in providing the Service.

- c) In addition to the obligation set forth in section 6 (a) and 6 (b), Supplier shall compensate Qblox for all of the costs of remedying the breach of warranty.

7. Price

- a) The Price is firm, not subject to escalation and shall include all royalties, license fees, taxes, excise, duties and costs, both direct and indirect, of supplying the Products and/or Services. In the event the Products and/or Services are subject to Value Added Tax, the amount legally due shall be specified as a separate item of account.
- b) If the Order is placed on a "price to be agreed" basis, Supplier shall obtain Qblox's written confirmation of the price to be paid before Supplier invoices Qblox for the Products and/or Services.

8. Payment

- a) Qblox shall pay only for the Products and/or Services specified in the Order.
- b) Qblox is entitled to set off any monies due or becoming due to Supplier against any monies due from Supplier to Qblox.
- c) If the Products and/or Services have been accepted by Qblox in accordance with the Order, Qblox shall, unless otherwise shown in the Order, pay the invoiced amount within 30 days from receipt by Qblox of a correct and complete invoice related to the Order. Supplier shall ensure that the invoice relating to the Order is received by Qblox within seven (7) calendar days from the date of delivery of the Products and/or provision of the Services and shall state the Order number, and the address to which Products were delivered and/or Services provided. Any invoice which bears a date which precedes the delivery date or is otherwise incorrect or incomplete shall not be paid.

9. Intellectual Property Rights

- a) Supplier warrants that the Products delivered and/or the Services performed pursuant to the Order will not infringe or otherwise violate the Intellectual Property Rights of any third party.
- b) If Qblox financially and/or technically contributes to the development of Products and/or Services or if Supplier manufactures Products and/or provides Services pursuant to specific instructions of Qblox, Supplier shall transfer to Qblox the ownership of all intellectual Property Rights related to such Products and Service and any other item (inventions, drawings, deliverables, documents, feasibility studies etc.) created as a result of Qblox ordering any Products and/or Services. Supplier shall co-operate in the execution of any formalities necessary to effectuate the transfer of the ownership of such intellectual Property Rights.
- c) If the Products delivered or the Services performed pursuant to the Order are protected by Intellectual Property Rights owned by Supplier, Supplier hereby grants a non-exclusive, perpetual, irrevocable, worldwide, royalty-free license, including the right to sublicense, under these Intellectual Property Rights to use and sell the Products or Services and for any other Qblox business purposes.
- d) If pursuant to the Order any products or goods which are protected by one or more Intellectual Property Rights owned by Qblox are provided by Qblox to Supplier, Supplier shall be licensed to use these Intellectual Property Rights for the execution of the concerned Order only and Supplier shall not in any way by implication or otherwise claim any right or title to such Intellectual Property Rights.
- e) Unless expressly otherwise accepted in the Order by Qblox, the Products and their packaging shall not have any trademarks or other indications applied to them except those required by law and necessary for transportation of the Products. Supplier shall adhere to the instructions of Qblox with respect to the dimensions, positioning and other aspects related to such trademarks.
- f) Supplier warrants that it has the right to assign to Qblox all Intellectual Property Rights which are to be assigned under the Order.

10. Liability and Indemnification

- a) Supplier is liable to Qblox for any damage to or loss of Qblox's property in Supplier's possession.
- b) Supplier is liable to Qblox for any damage to or loss incurred by Qblox as a result of any third party claim, including loss of business or profits directly resulting from the purchase, provision, use or resale by Qblox, its agents, employees, officers, subsidiaries, associated companies, assignees or customers of the whole or any part of the Products or Services.
- c) Supplier shall indemnify, defend and hold harmless Qblox, its agents, employees, officers, subsidiaries, associated companies and assigns against each loss, liability and cost arising from or consequential upon:
 - a. an alleged or actual infringement of an intellectual Property Right vested in another person, firm or company resulting from the purchase, provision, use or resale by Qblox, its agents, employees, officers, subsidiaries, associated companies, assigns or customers of the whole or any part of the Products or the Services;
 - b. any other third party claims resulting from the execution of the Order.
 - c. an act or omission in the performance of or in connection with the obligations undertaken by Supplier pursuant to the Order, whether due to the negligence of Supplier, its agents, employees or sub-contractors or their agents or employees, or otherwise, including, without limitation to the generality of the foregoing, any loss, liability or cost arising from an injury to a person or persons but excluding any loss, liability or cost arising directly from the negligence of Qblox.
- d) If a third party claims that the use by Qblox of the Products or Services or any part thereof infringes any Intellectual Property Right, Supplier shall ensure that Qblox is entitled to use such Products or if procurement of such use rights is not a viable option, shall replace the Product or part thereof with a non-infringing alternative with at least equivalent form, fit, function and cost as the Product that is approved in writing by Qblox.
- e) Supplier has no obligation to indemnify or defend Qblox under section 10 (c) if and to the extent that the relevant loss, liability or cost incurred was only incurred because Supplier delivered the Products or provided the Services strictly in accordance with the designs, plans or specifications supplied by Qblox.
- f) IN NO EVENT SHALL QBLOX BE LIABLE FOR ANTICIPATED OR LOST PROFITS OR FOR SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. QBLOX'S TOTAL LIABILITY ON ANY CLAIM OF ANY KIND FOR ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH OR RESULTING FROM THE ORDER OR FROM THE PERFORMANCE OR BREACH THEREOF SHALL IN NO CASE EXCEED THE PRICE ALLOCABLE TO THE GOODS OR THE SERVICES OR UNIT THEREOF WHICH GIVES RISE TO THE CLAIM. QBLOX EXPLICITLY REJECTS, AND SHALL NOT BE LIABLE FOR ANY CANCELLATION CHARGES, LATE FEES, PENALTIES, OR LIQUIDATED DAMAGES EXCEPT THOSE EXPRESSLY CONTEMPLATED IN THESE CONDITIONS.

11. Insurance

- a) Supplier and any subcontractor engaged by Supplier shall at all times insure and keep itself insured with a reputable insurance company against all insurable liability under the Order and in respect of the Products and/or the Services including, without limitation, against all Supplier's liabilities under section 10. In the event of Qblox sustaining damage as a result of an event insured by Supplier, Qblox shall be exclusively entitled to receive the insurance money for the total amount of the damage suffered. Qblox is authorized to inform the insurer on Supplier's behalf that payment must be made to Qblox in order to be released from its payment obligation. If Qblox considers such to be necessary, Supplier shall conduct any additional act necessary to assign its right to the insurance money to Qblox.

12. Assignment and Sub-contracting

- a) Supplier shall not assign, transfer, delegate or subcontract any or all of its performance under the Order to a third party, unless Qblox has given prior written approval. Any such Qblox approval shall not release Supplier from any obligation or liability under the Order. Supplier shall be responsible for acts and omissions by all sub-contractors and for any breach by the sub-contractor of any term or condition of the Order.
- b) Supplier shall impose these Conditions and the relevant part of the Order upon each third party engaged in the performance of the Order.
- c) The Supplier and Qblox are independent contractors. Neither is an agent or employee of the other or has any authority to assume or create any obligation or liability of any kind on behalf of the other.

13. Use of Data and Information

- a) All data and information supplied by Qblox shall be treated as confidential, shall not be used other than for the execution of Supplier's obligations under the Order and shall not be disclosed to third parties, unless the information is or becomes publicly available otherwise than by Supplier's breach of this section 13 (a). Similarly, any items such as written materials or drawings supplied by Qblox to Supplier shall remain subject to Qblox's intellectual property rights and shall not be copied or used for any purpose other than satisfying the requirements of the Order. Supplier shall promptly return, when requested by Qblox, all items supplied by Qblox.
- b) Supplier shall not, without the prior written consent of Qblox, (a) advertise or publish in any way whatsoever the fact that Supplier has contracted to supply the Products and/or the Services to Qblox and/or (b) use the name, service mark, trademark, trade name, logo or trade dress of Qblox.

14. Data Protection

- a) Unless agreed otherwise in writing, both Qblox and Supplier may Process Personal Data received from the other party in connection with the performance of the Services provided under the Order, thereby independently determining the purposes and means of the Processing and acting as Data Controller (which means the entity which alone or jointly with others determines the purposes and means of the Processing).
- b) Both Qblox and Supplier shall act in compliance with applicable data protection laws when Processing Personal Data and when carrying out their obligations under the Order.
- c) Qblox reserves the right to enter into a data processing agreement with Supplier if deemed necessary for the purposes of compliance with the applicable data protection law.
- d) In this section 14:
 - a. "Personal Data" means any information relating to an identified or identifiable individual;
 - b. "Processing" means any operation that is performed on Personal Data, whether or not by automated means, such as collection, recording, storage, organization, alteration, use, disclosure, transmission or deletion of Personal Data. Process and Processed are to be construed accordingly.

15. Statutory and Other Regulations

- a) In the execution of the Order, Supplier shall at all times comply with all applicable laws, regulations and orders including all applicable government export and import laws, regulations and ordinances of any country or government having jurisdiction over the subject matter hereof. Supplier shall indemnify Qblox against any loss, liability and cost Qblox may sustain if Supplier fails to do so.
- b) Supplier shall obtain any permit or license from any government or other authority required for the performance of the Order pursuant to these Conditions.

16. Termination

- a) Qblox may cancel the whole or part of the Order at no cost to Qblox at any time by written notice to Supplier if:
 - a. Supplier fails to comply with any of the terms and conditions of the Order;
 - b. Supplier shall be dissolved or liquidated, is declared bankrupt or otherwise insolvent, or is reasonably expected to be unable to meet its obligations under the Order;
 - c. the financial condition of Supplier changes in such a way to render it reasonably unable for Supplier to continue to perform under these Conditions;
 - d. Supplier ceases to trade;
 - e. Supplier is confronted with a force majeure situation (being an event unforeseeable and beyond the control of Supplier) that endures for more than thirty (30) calendar days; or
 - f. Supplier is subject to a change of control.
- b) Supplier shall immediately inform Qblox in writing if any of the events set forth in section 16 (a) occurs or is threatened to occur.
- c) If any of the events described in section 16 (a) occurs, Qblox may, at its discretion and in addition to any of its other rights, return at Suppliers risk and expense any Products delivered which are no longer usable and claim

a refund of the payments made for these Products, or, after a written notification to Supplier, complete the Order itself or engage a third party to do so.

- d) Qblox may, at any time, at its option, terminate, cancel whole or in part, the Order unilaterally for convenience, by giving five (5) days prior written notice to Supplier. After receipt of a notice of cancellation or termination, Supplier shall immediately stop incurring any costs or expenses and comply with the instructions by Qblox in the notice of cancellation or termination and any subsequent written instructions. Except as otherwise expressly provided in the Order, reimbursement of any cancellation costs for Products cancelled pursuant to this section 16 (d) shall be negotiated in good faith between Parties; provided that under no circumstance, shall such cancellation costs be greater than the lesser of (a) actual material and labor costs, excluding any margin, incurred by Supplier up to the point of receiving the notice of cancellation or (b) the price stated in the applicable Order. For Services cancelled pursuant to this section 16 (d), Qblox's sole liability will be limited to the portion of the Price reflecting the percentage of the Services actually performed prior to the notice of termination. If Qblox has paid for all or part of the Services in advance, Qblox shall be entitled to a refund of the portion of the Price reflecting the percentage of the Services remaining unperformed following the notice of termination.

17. General

- a) These Conditions do not derogate from Qblox's statutory and common law rights and are in addition to those rights, and not in substitution for them.
- b) A reference to a statutory provision includes a reference to the statutory provision as modified or re-enacted or both from time to time and any subordinate legislation made under the statutory provision.
- c) A failure by Qblox to exercise or a delay in exercising a right or remedy provided by these Conditions or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by these Conditions or by law by Qblox prevents further exercise of the right or remedy or the exercise of another right or remedy.

18. Notices

All notices shall be given by e-mail and/or regular mail to the party due to receive such notice shown on the Order.

19. Governing Law and Jurisdiction

- a) The Order shall be governed by and construed in accordance with the laws of the Netherlands. Any disputes shall be settled exclusively by the competent courts in the Netherlands.
- b) Supplier hereby agrees and will accommodate that Qblox may choose to submit a dispute to the International Court of Arbitration of the International Chamber of Commerce, which dispute will then finally settle under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. The place of arbitration shall be Amsterdam, the Netherlands. Supplier hereby waives all defenses of lack of personal jurisdiction and forum non-conveniens.
- c) The applicability of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.