

CORSA

TERMS AND CONDITIONS OF SALE

Addendum

Manufacturer Commercial Terms and Conditions

PLEASE READ THESE TERMS AND CONDITIONS OF SALE ('TERMS') CAREFULLY. BY SUBMITTING OR EXECUTING A PURCHASE ORDER FOR THE CORSA PRODUCTS INDICATED IN A PURCHASE ORDER PURCHASER INDICATE PURCHASER'S ACCEPTANCE OF THESE TERMS.

1. **Orders.** To order Product(s), a purchase order must be completed which includes: (i) unit quantity; (ii) shipping destination; (iii) delivery date; and (iv) any other instructions or requirements pertinent to the order. Issuance of a quote does not guarantee availability of any Product(s) and Corsa shall only be obliged to deliver Product(s) after having accepted a purchase order submitted by Purchaser for such Product(s). Orders accepted by Corsa are non-cancellable by Purchaser and cannot be rescheduled by Purchaser without Corsa's express written consent.
2. **Delivery.** Subject to payment of all applicable charges (or the confirmation of applicable credit arrangements) and receipt of all other required documentation (such as any required export or import permits), Corsa will use commercially reasonable efforts to deliver the Product(s) by any date specified in the applicable accepted purchase order. Corsa will ship the Product Ex Works the premises indicated on the purchase order. Unless specified in advance by Purchaser, Corsa will select a carrier in its own discretion. Purchaser shall be responsible for all freight, packing, insurance and other shipping-related expenses. Purchaser shall also be responsible for procuring any required export or import permits for the Product(s) and Corsa shall have no responsibility or liability in connection with any exporting or importing of the Product(s) as may be necessary to deliver them to Purchaser. Risk of loss will pass to Purchaser upon delivery of the Product(s) by Corsa or one of its agents, as the case may be, to the carrier. Title to the units of the Product(s) purchased by Purchaser shall pass to Purchaser upon payment by Purchaser to Corsa of all amounts owing in respect to such Product(s) or delivery to the applicable carrier, whichever occurs later. Partial shipments of Product(s) by Corsa are permitted. Purchaser acknowledges and agrees that the prices specified for the Product(s) do not include any configuration or installation services and that Purchaser shall be solely responsible for such activities. All sales are final.
3. **Prices and Payment.** All payments must be made prior to shipment of Products unless credit arrangements have been approved in writing by Corsa. Corsa is under no obligation to extend credit arrangements to Purchaser. All prices exclude applicable taxes and delivery costs. Purchaser shall pay to Corsa the amount of all such taxes and additional costs. If Purchaser is required to withhold tax from any payments due to Corsa, Purchaser shall gross up any payments made to Corsa so that Corsa receives the full amount due after such withholding. If Corsa has extended credit to Purchaser and if any payment, or any other sum due to Corsa under these Terms becomes past due for more than thirty (30) days, Corsa may charge Purchaser a late payment charge of one percent (2%) per month (24% annually) or the maximum rate legally permitted, whichever is less, commencing from the date the payment first became overdue. Unless otherwise indicated all amounts are payable in Canadian dollars.
4. **Modifications/Product Discontinuance.** Corsa may modify the specifications and design of Products at any time without prior notice to Purchaser, provided such Products substantially conform to the form, fit, and function of the original Products. Corsa may discontinue offering any Product at any time.
5. **Proprietary Rights.** Corsa and its licensors and suppliers shall retain all intellectual property rights in and to the Products and their related packaging and materials. Purchaser shall not: (a) reverse engineer, decompile, disassemble or create any derivative works based on the Products except to the extent expressly permitted by applicable law; (b) circumvent any user limits or other use restrictions that are built into the Product; (c) remove any proprietary notices, labels, or marks from the Product; or (d) acquire and use the Product in order to (i) build a competitive product; or (ii) copy any features or functions of the Product. If any Product contains software and/or firmware, Purchaser is authorized to use such software and/or firmware solely on the terms of the license agreement provided to Purchaser.
6. **LIMITED WARRANTY.**

Standard Products: Subject to the limitations and exclusions in this Agreement, Corsa warrants that Products as delivered will, for one (1) year (or, for development boards and kits, and programming cables, ninety (90) days) following the date title for such Products transfers to Purchaser hereunder, be free from material defects in materials and workmanship and will substantially conform to Corsa's publicly available Product datasheets and known errata in effect on such date ("**Warranty**").

The Warranty does not apply to and excludes to the maximum extent permitted by applicable law: (i) Engineering prototypes and pre-production Products; (ii) Corsa products procured from unauthorized sources; (iii) Products that have been subject to misuse, mishandling, accident, alteration, neglect, or unauthorized repair or installation; (iv) Products returned to Corsa in a condition not suitable for failure analysis, (the items described in sub-paragraphs (i) to (iv) inclusive being, collectively, "**Excluded Items**").

Purchaser waives any right to assert a warranty claim unless such claim was made with written notice to Corsa prior to expiration of the warranty period and setting out in as much detail as possible the nature of the claim. For any breach by Corsa of the Warranty, the exclusive remedy of Purchaser and the sole liability of Corsa shall be, at the option of Corsa, to replace or repair the affected Products, or if neither is feasible in Corsa's sole opinion, to refund to Purchaser the price paid to Corsa for the affected Products. Purchaser cannot return Products without first obtaining a Return Material Authorization (RMA) from Corsa. The availability of and warranty period for replacement Products is subject to product discontinuance policies from time to time.

Engineering Prototypes and/or Pre-production Products: Engineering Prototypes and/or Pre-production Products are made available solely for purposes of research, development and prototyping. Purchaser agrees not to use these for production

purposes and no warranties are provided for the same. Engineering Prototypes and/or Pre-production Products are provided on an 'as is' basis and constitute Excluded Items.

THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND NON-TRANSFERABLE. CORSA DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTY THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE OR OTHERWISE HOWSOEVER ARISING.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (1) ALL EXCLUDED ITEMS ARE SOLD "AS-IS" WITH NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EITHER EXPRESS, IMPLIED OR STATUTORY; (2) CORSA DOES NOT WARRANT OR REPRESENT THAT EXCLUDED ITEMS ARE FULLY VERIFIED, TESTED, OR WILL OPERATE IN ACCORDANCE WITH THE SPECIFICATIONS; (3) CORSA DISCLAIMS ANY OBLIGATIONS FOR TECHNICAL SUPPORT AND BUG FIXES RELATING TO EXCLUDED ITEMS; (4) CORSA WILL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, OR CONSEQUENTIAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OF EXCLUDED ITEMS IN ANY MANNER WHATSOEVER, REGARDLESS OF WHETHER OR NOT CORSA HAS BEEN ADVISED OF THE POSSIBILITY THEREOF OR THEY ARE REASONABLY FORESEEABLE; (5) CORSA MAKES NO WARRANTY OR REPRESENTATION THAT EXCLUDED ITEMS PROVIDE ANY PARTICULAR FUNCTIONALITY, OR THAT EXCLUDED ITEMS WILL MEET THE REQUIREMENTS OF A PARTICULAR PURCHASER APPLICATION; (6) CORSA DOES NOT WARRANT OR REPRESENT THAT EXCLUDED ITEMS ARE ERROR-FREE, NOR DOES CORSA MAKE ANY OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT; AND (7) THE FOREGOING STATES THE ENTIRE LIABILITY OF CORSA WITH RESPECT TO EXCLUDED ITEMS.

7. **RMA Procedure.** If a material defect arises during the warranty period for a Product, the following procedure should be followed before returning the allegedly defective Product to Corsa. No Product(s) may be returned to Corsa without a Return Merchandize Authorization (an "RMA") number. Prior to return of any Product(s) to Corsa for any reason, Purchaser shall first request an RMA number from Corsa (which may be requested through any telephone numbers or email addresses provided by Corsa to Purchaser for this purpose) and advise Corsa of the quantity, serial number(s), original purchase order number(s), and shall provide a detailed reason for such Product(s) return. Corsa will accept warranty returns only after an RMA number is issued by authorized Corsa personnel for the return of such Product(s). Unauthorized Product returns, or Product returns that fail to display the appropriate RMA number, shall be subject to reshipment to Purchaser, freight collect. Within thirty (30) days of receiving Product(s) returned under warranty, Corsa shall assess the returned Product(s) and provide a response.

Where the warranty claim is valid, Corsa shall, within sixty (60) days of the return of the applicable Product, repair or replace the Product or issue a credit to Purchaser for the purchase price of such Product. Corsa shall be responsible for all shipping and handling costs for any replacement Product(s) that it ships to Purchaser. Replacement Product(s) may consist of both new and used components or may have been previously installed. All Product(s) that are replaced become the property of Corsa.

8. **Limitation of Liability.** CORSA (INCLUDING ITS AFFILIATES, SUBCONTRACTORS, AGENTS, LICENSORS, SUPPLIERS, DIRECTORS OR EMPLOYEES) SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, INDIRECT, RELIANCE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, PROPERTY DAMAGE, LOST SAVINGS OR OTHER SIMILAR PECUNIARY LOSS) WHETHER ARISING FROM CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY. IN NO EVENT SHALL CORSA'S (INCLUDING ITS AFFILIATES, SUBCONTRACTORS, AGENTS, LICENSORS, SUPPLIERS, DIRECTORS OR EMPLOYEES) LIABILITY UNDER THESE TERMS TO PURCHASER, REGARDLESS OF THE BASIS OF LIABILITY OR THE FORM OF ACTION (INCLUDING FUNDAMENTAL BREACH, TORT, NEGLIGENCE, MISREPRESENTATION, OR OTHER CONTRACTUAL OR TORT CLAIM), EXCEED TOTAL PAYMENTS MADE BY PURCHASER TO CORSA FOR THE PRODUCT(S) DIRECTLY RELATED TO ANY ACTION BROUGHT BY PURCHASER.
9. **Indemnification.** PURCHASER SHALL DEFEND, INDEMNIFY AND HOLD CORSA AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS FROM AND AGAINST ALL CLAIMS, THREATS, ACTIONS, PROCEEDINGS, DEMANDS, DAMAGES, LOSSES, OBLIGATIONS, COSTS, AND EXPENSES INCLUDING REASONABLE ATTORNEYS' FEES, MADE BY ANYONE DUE TO OR ARISING OUT OF PURCHASER USE OR OTHER EXPLOITATION OF ANY PRODUCT(S).
10. **General.** These Terms supersede any other agreements or discussions, oral or written, and may not be changed except by a written agreement with Corsa. The provisions of these Terms shall prevail over any pre-printed terms on any orders or purchase orders and shall prevail over any other communications between the parties in relation to the Product(s). Purchaser may not assign its rights or obligations under these Terms whether voluntarily, by operation of law, or otherwise without Corsa's prior written consent. Corsa may assign these Terms at any time without notice. The failure of Corsa to claim a breach of any provision of these Terms shall not constitute a waiver of such breach or the right of Corsa to enforce any subsequent breach of such provision. If any provision of these Terms is held to be unenforceable or illegal, such decision shall not affect the validity or enforceability of such provisions under other circumstances or the remaining provisions of these Terms and such remaining provisions shall be reformed only to the extent necessary to make them enforceable under such circumstances. These Terms shall be fairly interpreted in accordance with their terms without any strict construction in favor of or against either party and ambiguities shall not be interpreted against the party that drafted the relevant language. Nothing contained in these Terms shall be deemed to constitute either party or any of its representatives the partner, agent, franchisee, or legal representative of the other party or to create any fiduciary

relationship for any purpose whatsoever. These Terms shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein. The courts of Ottawa, Ontario will have exclusive jurisdiction to resolve any dispute. No choice or

conflict of laws rules of any jurisdiction shall apply to these Terms. The application of the United Nations Convention on Contracts for the International Sale of Goods to these Terms is expressly excluded.