

GENERAL TERMS AND CONDITIONS OF SALE

PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU. THIS DOCUMENT CONTAINS A DISPUTE RESOLUTION CLAUSE.

These Terms and Conditions of Sale (this "Agreement") contains the terms and conditions that apply to your ("Customer" or "you") purchase from Garmin Canada Inc., an Alberta Corporation ("Garmin Canada", "our" or "we"), a supplier of integrated circuits and integrated circuit boards and other products and/or services, including but not limited to all equipment, materials, supplies, components, services and data (collectively, the "Product" or "Products").

THIS AGREEMENT SHALL APPLY UNLESS THE CUSTOMER HAS SIGNED A SEPARATE AGREEMENT WITH GARMIN CANADA, IN WHICH CASE THE SEPARATE AGREEMENT SHALL GOVERN. A SPECIFIC ADDENDUM MAY BE INCLUDED TO THESE TERMS AND CONDITIONS WHICH MAY ADD, EXTEND AND/OR CANCEL SPECIFIC TERMS. CUSTOMERS SHOULD NOTE THAT RESTRICTED USE NOTICES AND ANT PARTS NOTICES ARE DEEMED TO BE ADDENDUMS AND CUSTOMERS SHOULD PAY CAREFUL ATTENTION TO THESE DOCUMENTS IN THE APPLICATION OF THE PRODUCTS TO CUSTOMER'S DESIGNS AND/OR PRODUCTS. If any of the terms or provisions of this Agreement shall be held to be unenforceable, the remaining terms and provisions shall be unimpaired and the unenforceable term or provision shall be replaced by such enforceable term or provision as comes closest to the intention underlying the unenforceable term or provision.

Garmin Canada reserves the right to revise and update this Agreement from time to time in its sole discretion and without prior notice. All changes are effective immediately when posted on ANT Wireless' website, and apply to all purchases made thereafter. Your purchase of any Product after a change is posted constitutes your acceptance of such change.

1. Other Documents. Other than as specifically provided in agreement between Customer and Garmin Canada, these terms and conditions may NOT be altered or amended by the use of any other document(s). Any attempt to alter or amend this document or to enter an order for Product(s) that are subject to altered terms and conditions will be null and void, unless otherwise agreed to in a written agreement signed by both Customer and Garmin Canada.

2. Governing Law. THIS AGREEMENT AND ANY SALES THEREUNDER SHALL BE DEEMED TO HAVE BEEN MADE IN THE PROVINCE OF ALBERTA AND SHALL BE CONSTRUED AND INTERPRETED ACCORDING TO THE LAWS OF THE PROVINCE OF ALBERTA AND THE APPLICABLE LAWS OF CANADA. THE PARTIES HEREBY AGREE TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE PROVINCE OF ALBERTA.

3. Payment Terms; Orders; Quotes; Interest. Terms of payment are within Garmin Canada's sole discretion, and unless otherwise agreed to by Garmin Canada, payment must be received by Garmin Canada prior to Garmin Canada's acceptance of an order. Payment for the Products may be made by wire transfer, or some other prearranged payment method unless credit terms have been agreed to by Garmin Canada. If credit terms have been agreed to by Garmin Canada, invoices are due and payable within thirty (30) days after the date of the invoice. Garmin Canada may invoice parts of an order separately. Any quotations given by Garmin Canada will be valid for thirty days (30) unless otherwise stated on the

quotation. Customer agrees to pay interest on all amounts past due at a rate of one and one half percent 1.5% per month (19.56% per year).

4. Offer/Acceptance. Garmin Canada offers to sell and deliver the Products in accordance with the terms and conditions hereof. Orders are not binding upon Garmin Canada until accepted by Garmin Canada. THIS OFFER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS HEREOF AND ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY THE BUYER ARE HEREBY OBJECTED TO AND REJECTED UNLESS EXPRESSLY ASSENTED TO IN WRITING BY GARMIN CANADA.

5. Cancellation, Rescheduling, Returns, and Modifications. Any request for order cancellation, rescheduling, return, or modification must be made in writing and such action must be approved in writing by an authorized agent of Garmin Canada at its principal office in Alberta, Canada. Garmin Canada, at its option, may accept or reject any request by Buyer to return Product for credit. Buyer shall not return any Products for any reason without the prior authorization of Garmin Canada and issuance of a Return Material Authorization (RMA) number.

6. Shipping Charges; Taxes. Separate charges for shipping and handling will be shown on the invoice(s) unless customer provides valid account number for shipping product per the terms stated in Garmin Canada Quotes and/or Order Confirmations. Unless Customer provides Garmin Canada with a valid and correct tax exemption certificate applicable to the Product shipped to location prior to Garmin Canada's acceptance of the order, the Customer is responsible for goods and services tax, sales and all other taxes associated with the order, however designated, except taxes on Garmin Canada's net income. If applicable, a separate charge for taxes will be shown on the invoice.

7. Title; Risk of Loss. Title to Products passes from Garmin Canada to Customer on shipment from the shipping point. All items are FCA shipping point, freight charged in invoice, unless otherwise stated in writing by Garmin Canada. The Customer is responsible for the full cost and risks involved in bringing the Product from Garmin Canada's premises to the ultimate destination. Loss or damage that occurs during shipping is Customer's responsibility. Title to software and any intellectual property within the Product will remain with the applicable licensor(s). Shipping dates are estimates only. Garmin Canada is not liable for delays in shipment or failure to ship by the estimated shipping date.

8. Warranties. GARMIN CANADA MAKES NO EXPRESS WARRANTIES EXCEPT THOSE STATED IN GARMIN CANADA'S APPLICABLE WARRANTY STATEMENT IN EFFECT ON THE DATE OF THE INVOICE, WHICH STATEMENT MAY BE FOUND AT <https://www.thisisant.com/resources/one-year-limited-warranty>. ANY SUCH WARRANTIES WILL BE EFFECTIVE, AND GARMIN CANADA WILL BE OBLIGATED TO HONOUR ANY SUCH WARRANTIES, ONLY UPON GARMIN CANADA'S RECEIPT OF PAYMENT IN FULL FOR THE PRODUCT TO BE WARRANTED.

GARMIN CANADA DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. GARMIN CANADA'S RESPONSIBILITY FOR WARRANTY CLAIMS IS LIMITED TO REPAIR AND REPLACEMENT AS SET FORTH IN GARMIN CANADA'S APPLICABLE WARRANTY STATEMENT IN EFFECT ON THE DATE OF THE INVOICE. GARMIN CANADA RESERVES THE RIGHT TO MODIFY ITS WARRANTY AT ANY TIME, IN ITS SOLE DISCRETION.

SOME JURISIDCTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES OR CONDITIONS OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION LASTS IN CONSUMER TRANSACTIONS. THEREFORE, THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU.

9. **Software.** All Products that include software that is not embedded in the Product is, in addition to the terms and conditions set out herein, subject to the license agreement with which it is provided. Customer agrees that it will be bound by the license agreement once the package is opened or its seal is broken. Garmin Canada does not warrant any software under this Agreement. Warranties, if any, for the software are contained in the license agreement accompanied with the software.

10. **Covenants of Customer.** You may not modify, translate, reverse engineer, decompile, or disassemble, create derivative works based on, or copy any Product, except and only to the extent applicable law expressly prohibits such foregoing restriction. You may not remove any proprietary notices, labels, or marks on the Product.

11. **Exchanges.** From time to time, Garmin Canada may, in its sole discretion, exchange Products or portions of a Product. Any exchanges will be made in accordance with Garmin Canada's exchange policies in effect on the date of the exchange.

12. **Limitation of Liability.** GARMIN CANADA (INCLUDING GARMIN CANADA'S PARENTS, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS) DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE FOR USE, LOST OR CORRUPTED DATA OR SOFTWARE. GARMIN CANADA WILL NOT HAVE ANY LIABILITY FOR ANY DAMAGES ARISING FROM THE USE OF THE PRODUCTS IN ANY HIGH RISK ACTIVITY. GARMIN CANADA WILL NOT BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS, OR OTHER INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY EXCEPT AS EXPRESSLY PROVIDED HEREIN.

CUSTOMER AGREES THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCTS, GARMIN CANADA IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AGGREGATE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PURCHASE OF PRODUCTS UNDER THIS AGREEMENT.

Customer agrees to indemnify and hold harmless Garmin Canada for all claims, whether arising in tort or contract, against Customer and/or Garmin Canada, including legal fees, expenses and costs, arising out of the application of the Products to Customer's designs and/or products, or Garmin Canada's assistance in the application of Customer's products.

THE FOREGOING LIMITATIONS APPLY REGARDLESS OF THE CAUSE OR CIRCUMSTANCES GIVING RISE TO SUCH LOSS, DAMAGE OR LIABILITY, EVEN IF SUCH LOSS, DAMAGE OR LIABILITY IS BASED ON NEGLIGENCE OR OTHER TORTS OR BREACH OF CONTRACT (INCLUDING FUNDAMENTAL BREACH OR BREACH OF A FUNDAMENTAL TERM).

NEITHER GARMIN CANADA NOR CUSTOMER MAY INSTITUTE ANY ACTION IN ANY FORM ARISING OUT OF THIS AGREEMENT MORE THAN TWENTY-FOUR (24) MONTHS AFTER THE CAUSE OF ACTION HAS ARISEN, OR IN THE CASE OF NONPAYMENT, MORE THAN TWENTY-FOUR (24) MONTHS FROM THE DATE OF LAST PAYMENT.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF LIMITATION OF (i) INCIDENTAL OR CONSEQUENTIAL DAMAGES OR (ii) IMPLIED WARRANTIES OR CONDITIONS, SO THE ABOVE EXCLUSIONS MAY NOT APPLY.

PREVIEW (pre-release) parts are provided to you by Garmin Canada and are intended for your INTERNAL ENGINEERING, DEVELOPMENT OR EVALUATION PURPOSES ONLY. PREVIEW parts are provided "AS IS" and "WITH ALL FAULTS." PREVIEW (pre-release) parts are not considered by Garmin Canada to be fit for commercial use. PREVIEW (pre-release) parts may be incomplete or inaccurate in terms of feature-, functionality-, design-, marketing-, safety- and/or manufacturing-related considerations. PREVIEW (pre-release) parts will be labeled per relevant product label or sticker document.

13. Dispute Resolution.

A. Acknowledgments. Customer acknowledges that Garmin Canada possesses valuable confidential and proprietary information, including trademarks and business practices, which would be damaging to Garmin Canada if revealed in open court. The parties further acknowledge and agree that it is preferable to resolve all disputes between them confidentially, individually, and in an expeditious and inexpensive manner.

B. Good Faith Negotiation. Before commencing any legal proceedings, the parties shall first attempt to resolve any dispute or differences between them by way of good faith negotiation. The good faith negotiation shall commence by each party communicating their position regarding the complaint, claim, dispute, or controversy to the other party, and how the parties should resolve the dispute. The parties shall then make good faith efforts to negotiate a resolution of the claim, dispute, or controversy. Neither party shall commence any legal proceedings unless and until the good faith negotiation fails, which, unless otherwise agreed by the parties shall be 60 days from the date that the complaint, claim, dispute or controversy arose.

C. Injunctive Relief. Notwithstanding the provisions in this Section 12 or anywhere else in this Agreement, ANT Wireless shall have the right to seek and obtain any provisional or interim relief from any court of competent jurisdiction to protect its trademark or property rights or to preserve the status quo pending good faith negotiation.

14. Exports. Customer acknowledges that the Products licensed or sold hereunder are subject to, and Customer agrees to comply with the export control laws and regulations of Canada and the United States. Customer shall not use or export or re-export any Products or materials or information purchased/ received from Garmin Canada (or any copies thereof) in violation of any applicable laws or regulations of the United States., Canada or the United Nations or other governing body. You represent and warrant that you are not in a country where such export is prohibited and that you are not on the United States Commerce Department's Table of Denial Orders or the United States Treasury Department's list of Specially Designated Nationals. You are responsible for compliance with the laws of your local jurisdiction regarding the import, export, or re-export of the products.

15. Headings. The section headings used herein are for convenience of reference only and do not form a part of these terms and conditions, and no construction or inference shall be derived therefrom.

16. **Force Majeure.** Garmin Canada shall not be liable for any delay or failure in performance caused by circumstances beyond its reasonable control.

17. **Use in Life Support and/or Safety Applications.** Products sold by Garmin Canada are not designed for use in life support and/or safety equipment where malfunction of the Product can reasonably be expected to result in personal injury or death. You use or sell such products for use in life support and/or safety applications at your own risk and agree to defend, indemnify and hold harmless Garmin Canada from any and all damages, claims, suits or expense resulting from such use.