

PSI TECHNICS GENERAL TERMS AND CONDITIONS

PSI Technics Ltd. European Regional
Fulfilment Centre Terms and Conditions
011th De 2002

- 1. General. THIS SALE IS EXPRESSLY MADE CONDITIONAL ON CUSTOMER'S ASSENT TO TRIMBLE'S TERMS AND CONDITIONS OF SALE HEREIN ("TERMS AND CONDITIONS"), AND TRIMBLE AGREES TO FURNISH THE ITEMS ("PRODUCES") AND/OR SERVICES DESCRIBED IN CUSTOMER'S ORDER ONLY UPON THESE TERMS AND CONDITIONS. ANY TERMS OR CONDITIONS SET FORTH IN CUSTOMER'S ORDER OTHER, THAN THE BASIC INFORMATION (DEFINED IN SEC. 8 BELOW) ARE HEREBY OBJECTED TO AND SHALL HAVE NO EFFECT. CUSTOMER'S OBJECTION TO ANY TERMS AND CONDITIONS CONTAINED HEREIN SHALL BE DEEMED TO HAVE BEEN WAIVED IF WRITTEN NOTICE OF SUCH OBJECTION IS NOT RECEIVED BY TRIMBLE WITHIN TEN (10) DAYS OF THE DATE OF DELIVERY OF THIS DOCUMENT. IN ANY EVENT, CUSTOMER SHALL BE DEEMED TO HAVE ASSENTED TO ALL TERMS AND CONDITIONS CONTAINED HEREIN IF ANY OF THE PRODUCTS AND OR SERVICES ARE ACCEPTED BY CUSTOMER.** These Terms and Conditions, together with the Basic Information set forth on a customer order, as may be accepted by Trimble in its sole discretion (the "Accepted Order"), constitutes the entire agreement of the parties. No waiver or modification or additions to the terms of these Terms and Conditions shall be binding on Trimble unless in writing and signed by an authorized Trimble representative.
- 2. PRICING AND PAYMENT.** All prices are stated and shall be paid in United States dollars or such other currency as is indicated on the Accepted Order. Prices do not include, and payments shall be made free and clear of and unreduced by, any income, consumption, property, export, excise, sales and use, or other taxes, custom duties, or similar charges, levies or assessments, or by any related withholding obligations or withholding taxes, all of which shall be paid solely by Customer. Trimble shall have the continuing right to approve Customer's credit and change Customer's payment terms, and without limiting the foregoing may at any time demand advance payment, satisfactory security (such as, but not limited to, a confirmed, irrevocable letter of credit acceptable to Trimble), or a guarantee of prompt payment, prior to shipment. Unless otherwise provided by Trimble in writing, payment terms are cash-in-advance of shipment. In addition to any other remedy available to Trimble, Customer shall pay Trimble a late charge of one percent (1%) per month on any past due balance, or the highest legal limit, if lower than said amount.
- 3. RESERVATION OF RIGHTS.** Trimble reserves all rights not specifically granted to Customer under these Terms and Conditions. Without limiting the generality of the foregoing, Trimble reserves the right to discontinue a Product, service or their support and to alter the design or construction of any Product.
- 4. SUBSTITUTIONS AND MODIFICATIONS.** Trimble may at any time make substitutions or modifications to the specifications of Products and/or services, provided that such substitutions or modifications will not materially adversely affect overall performance of the Product and/or service as stated in the relevant published Specifications.
- 5. CANCELLATION AND MODIFICATION.** The Customer may not

modify or cancel all or any part of its Accepted Order without Trimble's prior written consent, which may be withheld in Trimble's sole discretion.

6. SOFTWARE LICENSES. All software Products delivered to Customer under these Terms and Conditions are licensed and not sold. Customer's use of any such software Products shall be governed by the provisions of the relevant End User License Agreement included with the software.

7. INSPECTION AND ACCEPTANCE. Trimble shall perform such test procedures or programs as Trimble, in its business judgment, deems appropriate for the Products and/or services. The Customer shall inspect the Products immediately upon delivery or the services immediately upon completion of the relevant milestone and shall notify Trimble within thirty (30) days of any nonconformance. If Customer has not provided Trimble written notice of nonconformance within the 30-day period, Customer will be deemed to have accepted the Products and to have waived its right to return the Products or reperform the services. Should any item fail to conform to the requirements of this paragraph, Trimble may, at its option, repair or replace that Product, reperform the services, or refund the purchase price paid by Customer. In no event shall any item be returned, reworked or scrapped by the Customer without Trimble's express written authorization. All returns must be made pursuant to Trimble's RMA procedure.

8. ORDERS. When Customer submits written purchase orders for Products ("Orders"), they must include the following: (i) products and quantities; (ii) pricing and discounts; (iii) shipping instructions; (iv) the Trimble part number; and (v) the requested delivery date within Trimble's published lead times (collectively "Basic Information"). All Orders, regardless whether or not complying with the above requirements, shall be governed exclusively by the terms of these Terms and Conditions. Any terms, conditions or information appearing on or accompanying any purchase order other than the Basic Information shall be of no effect unless Trimble expressly agrees otherwise in a separate, signed writing. Trimble will not be obligated to accept any Order, and will have no liability for any Orders that are not accepted in writing. Partial shipment of an Order will not constitute acceptance of the entire Order.

9. DELIVERY. Delivery of the products will be made on an FCA (Incoterms 2000) Trimble's facility basis, at which point risk of loss for the Products will pass from Trimble to Customer. Trimble shall ship the products "freight prepaid"¹ unless otherwise agreed. Customer will pay or reimburse Trimble for all costs of handling, carriage, taxes, duty and other related transport charges in connection with the delivery of the Products hereunder. Trimble will use commercially reasonable efforts to dispatch Products by any commercially reasonable means of transport to the address specified in an Accepted Order, unless otherwise requested in writing by Customer or Customer is in breach of these terms and conditions. Trimble shall retain title and ownership to all Products until Trimble has received payment in full of all sums due for the Products, at which time title and ownership shall automatically pass to Customer (except for title to software products, in which case only title to the media shall pass). If Customer fails to make payment in full when due, Trimble shall be entitled - at its own discretion - to repossess the Products. In case Customer sells the Products, Customer irrevocably agrees to assign and transfer, and hereby assigns and transfers, any purchase money claims and proceeds to Trimble up to the amount of payments due to Trimble for all Products, notwithstanding Trimble's rights to claim damages from Customer for the remainder.

10. EXPORT. The Customer shall not export, directly or indirectly, any

Product to any country (or to any national or resident thereof) in violation of any law or regulation; including without limitation any law or regulation of the U.S. Government or any agency. The Customer is solely responsible for complying with all applicable export and import regulations and obtaining all necessary export and import licenses or permits for the direct or indirect export or import of any item covered by these Terms and Conditions. The Customer will defend, indemnify and hold Trimble harmless against any liability (including attorneys' fees) arising out of Customer's failure to comply with the terms of this paragraph.

11. PROPRIETARY RIGHTS AND INFORMATION; TRADEMARKS

11.1 Customer agrees that Trimble owns all right, title and interest to all the proprietary rights to the software, designs, engineering details, schematics and similar data relating to or incorporated in the Products, and any information derived therefrom, information and materials concerning Trimble's business, plans, customers, technology, and products that are proprietary or confidential to Trimble ("Proprietary Information¹"). To the extent permitted by relevant law, Customer shall not, nor allow any third party to copy, decompile, disassemble or otherwise reverse engineer the Products, or attempt to do so; provided, however that to the extent any applicable mandatory laws (such as, for example, national laws implementing EC Directive 91/250 on the Legal Protection of Computer Programs) give Customer the right to perform any of the aforementioned activities without Trimble's consent in order to gain certain information about the Products for purposes specified in the respective statutes (*i.e.*, interoperability), Customer hereby agrees that, before it exercises any such rights, it shall first request such information from Trimble in writing detailing the purpose for which it needs the information. Only if and after Trimble, at its sole discretion, partly or completely denies Customer's request, shall Customer exercise its statutory rights. Customer shall not remove, cover or alter any of Trimble's patent, copyright or trademark notices placed upon, embedded in or displayed by the Products or their packaging and related materials. All such Proprietary Information rightfully in the possession of Customer is licensed to Customer pursuant to a non-exclusive, non-transferable, fully revocable license to use the Proprietary Information solely for the purpose of promoting, selling and servicing the Products in the Territory, which expires upon revocation by Trimble. Trimble grants Customer no right to manufacture, duplicate or otherwise copy or reproduce any Proprietary Information.

11.2 Customer acknowledges that by reason of its relationship with Trimble, Customer may have access to or create Proprietary Information belonging to Trimble, whether or not so marked. Customer agrees that it will not use or disclose any Proprietary Information, except as expressly authorized by Trimble in writing. Customer will take every reasonable precaution to protect the confidentiality of Proprietary Information. Customer will, at Trimble's request and direction, return to Trimble, or destroy all such Proprietary Information and provide Trimble with written certification of its compliance with the requirements of this paragraph.

11.3 Customer acknowledges that all trademarks, trade names, service marks, slogans, designs, labels, logos and other source-identifying symbols used by Trimble or any of its subsidiaries or affiliates anywhere in the world ("Trimble Trademarks¹") are owned by and vested in Trimble absolutely. Trimble consents to Customer's limited use of the Trimble Trademarks in materials used by Customer to promote, sell and service the Products, but only in accordance with Trimble's then current trademark usage guidelines and only in a manner which preserves the rights of Trimble. Trimble, in its sole discretion, will have the right to approve or disapprove all such materials using Trimble Trademarks. All uses of the

Trimble Trademarks will inure to the benefit of Trimble. Customer has no right, title or interest in the Trimble Trademarks except as expressly provided herein. Upon notice from Trimble, the foregoing limited consent to use the Trimble Trademarks will automatically terminate and Customer shall immediately cease using the Trimble Trademarks.

11.4 If Customer is a distributor of the Products, Customer agrees that Customer shall treat information relating to end user customers or other individuals that Customer receives by reason of its relationship with Trimble as Proprietary Information and use it solely for the purpose for which Customer receives such information. Customer further agrees that Customer shall, at all times, provide at least the same level of privacy protection for such information as is required under Trimble's current data privacy policy (as expressed in its Privacy Statement at www.trimble.com/privacy.html), and that Customer shall not sell, trade, rent or disclose such individual identifying information to third parties in contravention of this policy.

12. WARRANTY TO CUSTOMER

12.1 Warranty to Customer. Trimble will at its sole discretion, repair, replace or take back against refund, any Trimble Product that (i) was defective at the time Customer received the Product from Trimble, and (ii) is returned by Customer to Trimble within thirty (30) days of Customer's receipt.

12.2 Warranty to Customer for Products Distributed to End Users or Customers. Trimble will at its sole discretion, repair, replace or take back against refund, any Product that (i) was defective at the time Customer received the Product from Trimble. (ii) Customer has distributed in full compliance with these Terms and Conditions to an End User or Customer, and (iii) is returned by a business End User within one (1) year of receipt, or by a consumer within two (2) years of receipt, because of a valid warranty claim arising under applicable national law, the liability of which Customer (or, in case of a Product that is ultimately acquired by a consumer, the final seller that contracted with the consumer) was legally unable to disclaim under applicable national law in standard contract terms. Repaired or replacement products will be warranted for the remaining warranty period of the original Product, if any.

L ERFC GENERAL TERMS AND CONDITIONS

TRIMBLE EUROPE B.V.

European Regional Fulfilment Centre

Terms and Conditions

11th December 2002

12.3 CUSTOMER'S RIGHTS AND REMEDIES PROVIDED

FOR IN SECTIONS 12.1 AND 12.2 ARE CUSTOMER'S SOLE RIGHTS AND REMEDIES WITH REGARD TO ANY PRODUCT DEFECTS OR NONCONFORMANCES.

EXCEPT AS EXPRESSLY PROVIDED IN THESE

TERMS AND CONDITIONS, TO THE FULLEST EXTENT PERMITTED BY LAW, TRIMBLE DISCLAIMS AND CUSTOMER WAIVES ANY AND ALL CLAIMS, REMEDIES OR OTHER RIGHTS BASED ON (I) ANY ALLEGED DEFECT OR NON-CONFORMANCE OF ANY PRODUCTS OR

PROPRIETARY INFORMATION; OR (II) ANY REPRESENTATION OR

WARRANTY, EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE,

REGARDING THE PRODUCTS, THEIR FITNESS FOR ANY PARTICULAR

PURPOSE, THEIR QUALITY, THEIR MERCHANTABILITY, NONINFRINGEMENT OR OTHERWISE.

12.4 TRIMBLE MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO ANY SERVICES, WHICH ARE PROVIDED "AS-IS."

12.5 IN NO EVENT MAY CUSTOMER MAKE OR PASS ON TO ITS CUSTOMERS ANY WARRANTY OR REPRESENTATION ON BEHALF OF TRIMBLE OTHER THAN, OR INCONSISTENT WITH, THE LIMITED WARRANTIES PROVIDED IN THE APPLICABLE LIMITED WARRANTY TO CUSTOMER.

13. LIMITATION OF LIABILITY. TRIMBLE'S AGGREGATE LIABILITY TO THE CUSTOMER UNDER OR FOR BREACH OF THESE TERMS AND CONDITIONS OR AUTHORIZED ORDER WILL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY THE CUSTOMER TO TRIMBLE UNDER THESE TERMS AND CONDITIONS OR AN ACCEPTED ORDER. TRIMBLE WILL NOT BE LIABLE TO RESELLER, OR ANY OTHER PARTY, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE, EVEN IF TRIMBLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL TRIMBLE BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS.

14. DEFAULT. Trimble reserves the right, by written notice of default, to cancel or indefinitely suspend an Accepted Order, without liability to Trimble, in the event of the happening of any of the following: insolvency of Customer, the filing of a voluntary petition in bankruptcy by Customer, the filing of an involuntary petition to have Customer declared bankrupt, the appointment of a Receiver or Trustee for Customer, or the execution by Customer of an assignment for the benefit of creditors. If Customer fails to perform as specified herein, or if Customer breaches any of the terms hereof, Trimble reserves the right, without any liability to Trimble, upon giving Customer written notice, to cancel the Accepted Order in whole or in part, by written notice to Customer and Customer shall be liable to Trimble for all damages, losses and liability incurred by Trimble directly or indirectly resulting from Customer's breach.

15. GENERAL

15.1 Entire Agreement, Modification. These Terms and Conditions constitutes the whole and entire understanding and agreement of the parties with respect to its subject matter, and completely supersedes and negates any other related prior or contemporaneous representations, understandings, or agreements, written and oral. These Terms and Conditions entirely supersede any and all standard or general terms and conditions of sale and delivery appearing on the printed forms of Trimble or Customer. These Terms and Conditions may be altered, amended or modified only by another written instrument, dated and signed by the parties and by no other means. All parties waive the future right to claim, contend or assert that these Terms and Conditions were modified, canceled, superseded or changed at any time and in any respect by any other means, including but not limited to an oral agreement, course of conduct or by estoppel.

15.2 Force Majeure. Neither party shall be liable to the other for failure to perform its obligations hereunder (except the payment of sums due by one party to another under these Terms and Conditions) to the extent caused by an event beyond the reasonable control of such party, including, without limitation,

government regulations or orders, outbreak of a state of emergency, acts of God, war, warlike hostilities, civil commotion, riots, epidemics, fire, strikes, lockouts, or any other similar cause or causes, provided that such party promptly notifies the other in writing of such occurrence and makes its best efforts to promptly eliminate the effect thereof.

15.3 Notices. Any notice or other communication given by either party to the other regarding these Terms and Conditions will be deemed given and served when personally delivered, or five (5) business days after sent by reputable international courier requiring signature for receipt, addressed to the party at its notice address. Either party may change its notice address by written notice to the other. Customer's notice address shall be its address appearing on the Accepted Order. Trimble's notice address shall be:

Trimble Europe B.V.
Attention: General Counsel, Important Legal Notice
Meerheide 45
5521 DZ Eersel,
The Netherlands
Copy to: Trimble Navigation Limited
Attention: General Counsel, Important Legal Notice
645 N. Mary Avenue
Sunnyvale. CA 94086
USA

15.4 Captions and Headings. These Terms and Conditions⁷ captions and paragraph headings are for convenience of reference only, and shall not be deemed part of these Terms and Conditions or used as an aid in its construction.

15.5 Governing Law, Jurisdiction, Arbitration, Attorney's Fees. These Terms and Conditions will be governed by and construed in accordance with the laws of The Netherlands, without reference to "conflict of laws" provisions or principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms and Conditions. Jurisdiction and venue of any dispute or legal action brought by either party arising out of or relating to these Terms and Conditions, the Products or services provided under an Order, or the commercial relationship of the parties, that cannot be resolved amicably between the parties shall be submitted to binding arbitration, to be held in The Hague, The Netherlands. Customer hereby submits, consents, and agrees not to contest such jurisdiction and venue. Any arbitration proceeding hereunder shall be conducted in English before a single arbitrator, selected in accordance with the rules of UNCITRAL. After each party has been afforded a reasonable opportunity to present written and testimonial evidence in support of its position in any such arbitration proceeding, the arbitrator shall issue his/her decision and award, which shall (i) be in writing, stating the reasons therefor, (ii) be based solely on the terms and conditions of these Terms and Conditions, and (iii) be final and binding upon the parties. Any arbitration award under this paragraph may be enforced in any court of competent jurisdiction. The prevailing party in any proceeding brought by one party against the other party arising out of or in connection with these Terms and Conditions shall be entitled to recover its legal expenses, including reasonable attorneys' fees. Notwithstanding the provisions of this paragraph, Trimble shall have the right to seek relief in any court of competent jurisdiction to prevent or enjoin the misappropriation, misuse, unauthorized disclosure or infringement of Trimble's Products, Trimble Trademarks and/or Proprietary Information.

15.6 Official Language. The official language of these Terms and Conditions and of any documents relating thereto is English. For purposes of interpretation, or in the event of a conflict between English and versions of these Terms and Conditions or related documents in any other language, the English language version shall be controlling.

15.7 Independent Contractors. The relationship of Trimble and Customer established by these Terms and Conditions is that of independent contractors, and neither party is an employee, agent, partner or joint venturer of the other. All sales and other agreements between Customer and its customers are Customer's exclusive responsibility and will have no effect on Customer's obligations under these Terms and Conditions.

15.8 Assignment. Any transfer, assignment or delegation of Customer's rights or obligations under these Terms and Conditions shall be void without the prior written consent of Trimble. These Terms and Conditions will otherwise be binding upon and inure to the benefit of the parties and their successors and assigns.

15.9 Waiver. Either party's (i) waiver of any performance by the other party, (ii) waiver of any condition of these Terms and Conditions, or (iii) consent to any breach of these Terms and Conditions by the other party: shall (a) be effective only if expressly set forth in a writing signed by the party alleged to have waived or consented, and (b) not constitute or require an ongoing waiver of such performance or condition, or consent to any previous, different or subsequent breach, regardless of whether such performance, condition or breach is similar, identical or related, and regardless of the course of dealing which develops or has developed between the parties.

15.10 Partial Invalidity. If any provision of these Terms and Conditions is held in any proceeding hereunder to be invalid, illegal or unenforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality or unenforceability, or, if that is not possible, such provision shall, to the extent of such invalidity, illegality or unenforceability, be severed, and the remaining provisions of these Terms and Conditions shall remain in effect. In such event the parties may negotiate in good faith to substitute, revise or delete the invalid, illegal or unenforceable provision, which substitution, revision or deletion shall become effective upon the parties' mutual agreement. If, as a result of the foregoing, however, a party's material benefits under these Terms and Conditions that would have existed but for the operation of the preceding sentence are materially impaired,

such party may at such party's sole election thereafter terminate these Terms and Conditions on thirty (30) days advance written notice to the other.

END OF TERMS AND CONDITIONS

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