

Wireless Logic Group

Product Schedule

Hardware

English/UK

Version - 1.1
Issue Date – August 2024

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Wireless Logic Group Product Schedules

The Products that Wireless Logic delivers are subject to and governed by the General Terms as supplemented by the additional terms as set out in the relevant Product Schedules in respect of specific Products that the Customer orders from Wireless Logic from time to time.

By ordering Hardware, the Customer agrees to be bound by the additional terms and conditions set out in this Product Schedule in respect of the provision of Hardware.

Save as expressly amended in respect of the provision of Hardware as set out in this Product Schedule, all other provisions of the General Terms (and any Order form or Tariff Addendums) shall continue in full force and effect without amendment.

Disclaimer of promotional materials

The presentation of Products on Wireless Logic's website does not constitute a legally binding offer, but a non-binding online catalogue. Wireless Logic's commitments on the specification and/or quality of Products shall be exclusively as set out in the relevant Agreement between Wireless Logic and the Customer. No public statement, promotion or advertising will constitute any contractual commitment from Wireless Logic in respect of the specification and/or quality of any Product(s).

Unless expressly agreed otherwise in writing, the samples that Wireless Logic provides to the Customer before or on the Agreement entering into force are only illustrative samples for the sole purpose of giving an approximate character of the relevant Product(s). The Agreement is not a sale by sample.

Special Conditions

Wireless Logic may agree that certain special conditions apply to the provision of the Hardware Services as set out in the Master Agreement Form. Where these special conditions apply, they will take precedence over the terms of this Product Schedule to the extent applicable (in accordance with clause 1.4 (Structure) of the General Terms).

Ordering Process

New Customers

New Customers will be provided with a quote by Wireless Logic's sales team.

To submit an Order, new Customers will be required to enter into a Master Agreement Form and place an Order as advised by Wireless Logic.

Existing Customers

Where a Customer has a valid Master Agreement Form covering the relevant Product(s) that the Customer wishes to Order, the Customer must place its Order for Hardware through the Platform(s) applicable to such Product(s).

Save to the extent that the Customer is acting as a Reseller in accordance with clause 7 (Reseller Customers) of the General Terms, the Customer must not place Orders for Product(s) on behalf of any third parties, including members of the Customer's Group, and Wireless Logic requires that a valid Master Agreement Form covering the relevant Product(s) is in place with each recipient of any Products. The Customer should discuss any of its Group members' requirements for Products with the relevant Wireless Logic Account Manager.

By placing an Order, the Customer submits an offer to Wireless Logic to provide the relevant Product(s) to the Customer. Any automated e-mail acknowledgement sent by Wireless Logic confirming receipt of the Customer's Order is not a declaration of acceptance for the purpose of forming a binding commitment on Wireless Logic. An Order will be deemed accepted by Wireless Logic in accordance with clause 3.2 (Orders) of the General Terms. For the avoidance of doubt, Wireless Logic is under no obligation to accept the Order.

Wireless Logic's acceptance of each Order will be subject to credit checking in accordance with the General Terms.

Purchase Orders

Without prejudice to clauses 3.5 (Orders), 11.1 and 11.2 (Payment) of the General Terms:

- Wireless Logic requires each Order for Hardware submitted by the Customer to be accompanied by a Purchase Order ("**PO**") which should be attached to and will form part of the relevant Order (save that the Parties agree that no terms of any Purchase Order will in any way amend the General Terms, any Product Schedule or any other part of the Agreement and any such terms on the Purchase Order are expressly excluded from the Agreement). Without prejudice to the forgoing, if the Customer is not able to raise a Purchase Order in its business or otherwise considers that it will be unable to provide a Purchase Order with its Order, the Customer should inform its Wireless Logic account manager prior to placing the relevant Order, whereby the Customer will be asked to provide written acceptance of Wireless Logic's quote.
- Once a Purchase Order has been issued to Wireless Logic, the Products set out on that Purchase Order will constitute a binding Order for those Products, regardless of whether those Products are intended to be delivered as a single instalment or over a period of time.
- For example, a Purchase Order for 1,000 routers will constitute an Order for 1,000 routers, even if they are requested for delivery in two instalments of 500 routers at a time. The Customer will be responsible for paying for all 1,000 routers regardless of whether and/or when the Customer requires the full amount of such routers to be delivered.
- The Customer should specify on its Purchase Order any dates and quantities applicable to any requested delivery of the Hardware by instalments, which Wireless Logic will use its reasonable endeavours to meet.

Hardware Terms

Wireless Logic offers a range of hardware solutions for cellular and satellite including routers, cellular modules, and gateways. These products are offered in conjunction with Wireless Logic's secure IoT data SIM connectivity.

The following terms and definitions apply to the provision of SIM Services:

- **"Hardware Warranty"** means the warranty provided by Wireless Logic in respect of Hardware as set out in clauses 4.2(a) and (b) (The Products) of the General Terms.

1 Types of Hardware

As part of Wireless Logic's Hardware solutions, Wireless Logic also provides pre-configuration of routers in line with End User profiles. This enables the delivery of routers to sites/applications already set-up in a 'plug-&-play' state with settings such as IPSEC VPN into the End User's network already loaded onto the Hardware. In addition to routers, a range of external antennas and accessories are available to ensure optimal set-up and connectivity.

2 Delivery of Hardware

- 2.1 Wireless Logic shall use reasonable endeavours to notify the Customer promptly after receipt of an Order of the expected delivery dates for the Hardware. Wireless Logic shall use reasonable endeavours to deliver each of Customer's Orders for the Hardware on the date(s) requested by the Customer, but the time of delivery shall not be of the essence.
- 2.2 Wireless Logic may, at its discretion, fulfil an Order for Hardware in one or more deliveries.
- 2.3 Hardware will be delivered to the Customer (either by post or by other carrier) to the Delivery Address stated in the Order unless expressly agreed otherwise in writing.
- 2.4 Hardware sent to an address within the UK or EU will be supplied DAP (Incoterms 2020) to the Delivery Address.
- 2.5 If the Customer fails to take delivery of any one or more instalments of Hardware delivered in accordance with the Agreement, Wireless Logic may store the Hardware at its own premises or at another suitable storage location and, except where such failure to accept delivery is a result of a Force Majeure Event, may charge the Customer for its reasonable costs of storage and transportation of the Hardware between the Customer's or Wireless Logic's premises (as the case may be) and the storage location.
- 2.6 Wireless Logic shall take reasonable care to ensure that the Hardware is delivered to or collected by the postal authorities or other carriers in a condition suitable for delivery to the Delivery Address.
- 2.7 Any shortages of Hardware delivered to the Delivery Address must be notified to Wireless Logic in writing within two (2) Business Days of delivery to the Delivery Address. Wireless Logic will attempt to track the delivery, but this will be subject to the procedures of the postal authorities or other carriers. Any claim in respect of any loss or theft of or damage to the Hardware in the course of their delivery shall be made by the Customer within five (5) Business Days of the scheduled receipt of the Hardware at the Delivery Address.
- 2.8 Please be aware that the country in which the Customer is based may require payment of an import duty upon delivery. All prices quoted for Customers do not include duties or taxes unless expressly agreed in writing between the Parties.

3 Defects

- 3.1 The Customer shall, within five (5) Business Days of the arrival of each delivery of the Hardware, notify Wireless Logic in writing of any defect by reason of which the Customer alleges that the

Hardware delivered is not in accordance with the relevant Specification and which should be apparent on reasonable inspection.

- 3.2 If the Customer fails to give any notice pursuant to paragraph 3.1 then, except in respect of any defect which is not one which should be apparent on reasonable inspection, the Hardware shall be conclusively presumed to be in all respects in accordance with any relevant Specification, and accordingly the Customer shall be deemed to have accepted the delivery of the Hardware in question.

4 Title

- 4.1 Subject to the RaaS Terms below, notwithstanding delivery and the passing of risk in any Hardware, ownership and title of the Hardware shall not transfer to the Customer until Wireless Logic receives in full (in cash or cleared funds) all sums due to it in respect of such Hardware. Once payment is received in full, title and ownership of the Hardware shall transfer to the Customer.
- 4.2 Until the ownership and title of the Hardware has passed to the Customer, the Customer shall:
- (i) hold the Hardware on a fiduciary basis as Wireless Logic's bailee;
 - (ii) not remove, deface or obscure any identifying mark or packaging on or relating to the Hardware;
 - (iii) maintain the Hardware in satisfactory condition and keep it insured at the Customer's own expense for its full price against all risks to the reasonable satisfaction of Wireless Logic from the date of delivery;
 - (iv) give Wireless Logic such information relating to the Hardware as it requires from time to time; and
 - (v) permit, and procure that any third party which holds such Hardware shall permit, access to Wireless Logic's employees, agents and contractors to enter any premises where any Hardware is stored to inspect the Hardware or to recover it.
- 4.3 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Hardware which remain the property of Wireless Logic but, if the Customer does so, all monies owing by the Customer to Wireless Logic shall (without prejudice to any other right or remedy of Wireless Logic) immediately become due and payable.
- 4.4 Wireless Logic reserves the immediate right of repossession of any Hardware which has not been paid for to which Wireless Logic has retained title. Such right shall be exercisable at any time after delivery or collection of the Hardware. Wireless Logic may use or dispose of such Hardware as it wishes.

5 Warranty

- 5.1 The Customer acknowledges that Wireless Logic does not manufacture the Hardware. To the maximum extent permitted by Applicable Law, other than those warranties which are set out in the Agreement, all conditions, warranties and representations, whether express or implied, are excluded.
- 5.2 In particular, Wireless Logic does not warrant that the Hardware will meet the Customer's particular requirements, whether or not those requirements have been made known to Wireless Logic, or that any Hardware is of satisfactory quality or fit for any particular purpose.
- 5.3 Wireless Logic shall, so far as it is able, use reasonable endeavours to pass the benefit of any manufacturer's warranty to the Customer (subject to the terms and limitations of such warranty).
- 5.4 Subject to clause 15.1 (Liability and Remedies) of the General Terms, the Customer's sole remedy in relation to failure of the Hardware to comply with the Hardware Warranty is for Wireless Logic, at Wireless Logic's discretion, to:
- repair the Hardware; or
 - replace the Hardware; or

- where the Hardware is no longer available, provide the Customer with an alternative Product with materially the same functionality as the Hardware.

5.5 Subject to clause 15.1 (Liability and Remedies) of the General Terms, Wireless Logic shall have no Liability in respect of Hardware:

- (i) if the Hardware is not used at all times for its intended purpose in accordance with any instructions provided by Wireless Logic and/or the manufacture's documentation in relation to storage, commissioning, installation, use and maintenance of the Hardware;
- (ii) if the defect or Liability is caused by the Customer, any Modification or any use of the Hardware with any third-party hardware or software;
- (iii) if the Customer alters or repairs the Hardware without written consent of Wireless Logic;
- (iv) for any claims or Losses arising from inherently dangerous use of the Hardware (including where such use relates to any connected or related third-party hardware), Safety Critical Uses, wilful damage, negligence, abnormal storage or working conditions; and/or
- (v) for Losses arising from any defects, errors or issues arising during any updates which are provided over the air to the Customer.

Router-as-a-Service (RaaS) Terms

This is a specific offering whereby the Customer can be provided with a router as Hardware for which it does not gain ownership (i.e. a rented router). Wireless Logic will supply this router, including any agreed accessories and configuration, as a Service for the router to be returned at the end of the Service Term. The router will remain the property of Wireless Logic (unless transferred pursuant to paragraph 2.2 below). The router cannot be sold to any third party as the ownership does not pass to the Customer.

The following terms and definitions apply to the provision of SIM Services:

- “**Dead On Arrival**” / “**DOA**” means there is no power to RaaS Equipment when the RaaS Equipment is connected to a power source; and
- “**RaaS Equipment**” means the router(s) provided by Wireless Logic in connection with RaaS Services.

1 RaaS Service Order Form

To place an order for RaaS Services, the Customer must submit a completed RaaS Order Form with its Order.

2 Minimum Contract Term

- 2.1 The Minimum Contract Term for RaaS Services is as set out in the RaaS Order Form approved by Wireless Logic. If a Customer wants to terminate a RaaS Service and/or the Agreement within the Minimum Contract Term then the Customer will have to pay the total balance amount unpaid line rental and other fixed Charges remaining in respect of each of the relevant RaaS Services terminated for the period from the date of expiry of the notice period up to and including the last day of the Minimum Contract Term (in accordance with clause 24.3(b)(iii) (Consequences of Termination and Costs) of the General Terms). Upon expiry of the Minimum Contract Term, the RaaS Service will automatically renew and continue on rolling one month Service Terms unless the Customer provides Wireless Logic with not less than 30 days’ prior written notice to terminate the relevant Service at the end of the then-relevant Service Term.
- 2.2 Where the Customer wishes to terminate RaaS Services after expiry of the Minimum Contract Term, the Customer can choose to either: (i) purchase and transfer ownership of all routers to themselves by paying a Charge per device (with Wireless Logic’s quote for such Charges available on request from Wireless Logic); or (ii) return the routers to Wireless Logic mdex GmbH or such other recipient as nominated by Wireless Logic in writing (at such address as specified by Wireless Logic) at the Customer’s own expense provided that any RaaS Equipment returned pursuant to this provision must be delivered to the relevant recipient in good working condition subject to reasonable cosmetic wear and tear.

3 Scope of RaaS Service

- 3.1 The RaaS Service covers only the renting model and the Customer is responsible for maintaining the configuration, security and firmware of the RaaS Equipment, and should mount, install and operate the RaaS Equipment according to the instructions specified by the manufacturer. The Customer shall ensure that all of the Customer’s obligations in relation to RaaS Equipment are fulfilled at all times in accordance with the requirements of all Applicable Laws (including any technical regulations and standards applicable to such hardware).
- 3.2 The Customer shall treat RaaS Equipment with all reasonable care and will protect it from damage. The Customer shall be responsible for proper use and operation of RaaS Equipment by sufficiently qualified and trained personnel. The Customer shall consider and act reasonably in accordance with any risk, installation, and operating instructions provided with the relevant RaaS

Equipment. In an event of vandalism or theft of RaaS Equipment, the Customer will be liable for the cost of the RaaS Equipment and its replacement.

- 3.3 Markings, in particular stickers, serial numbers, or the like must not be removed from the RaaS Equipment, altered, or defaced. No markings that cannot be removed without residue at any time must be placed on any RaaS Equipment. Any markings placed on RaaS Equipment must be removed without residue before its return.
- 3.4 The Customer shall have necessary repair work on the RaaS Equipment carried out exclusively by Wireless Logic or third parties commissioned by Wireless Logic. This shall not apply if Wireless Logic culpably does not meet its obligation to perform within a reasonable and appropriate deadline or if it does so poorly.

4 Faulty RaaS Equipment

- 4.1 If RaaS Equipment is received by the Customer is **Dead On Arrival** then Wireless Logic will send replacement RaaS Equipment to the Customer as soon as reasonably practicable (which will typically be within five (5) Business Days). The Customer must, without delay, return the faulty RaaS Equipment to Wireless Logic within two (2) Business Days of receiving the replacement RaaS Equipment at the address specified by Wireless Logic. Delivery to any other address will not be accepted.
- 4.2 In respect of any other RaaS Equipment fault other than where the RaaS Equipment is Dead on Arrival, the RaaS Equipment fault must first be established after consultation with Wireless Logic's L2 Support and then, where necessary, replacement RaaS Equipment can be sent to the Customer as soon as reasonably practicable (which will typically be within five (5) Business Days). The Customer must, without delay, return the faulty RaaS Equipment at its own expense and new or refurbished (as determined by Wireless Logic) replacement RaaS Equipment will be sent to the Customer.
- 4.3 The Customer shall grant Wireless Logic remote access to RaaS Equipment for remote support and maintenance as required and as far as this is technically feasible.
- 4.4 Any other technical support issues related to the configuration of RaaS Equipment will typically be responded to by Wireless Logic within three (3) Business Days. The first line of support is offered by the Customer's local Wireless Logic office. If first line of support is unable to resolve the issue then Wireless Logic will escalate the issue internally within Wireless Logic.
- 4.5 Subject to clause 15.1 (Liability and Remedies) of the General Terms, Wireless Logic shall have no Liability in respect of RaaS Equipment and/or obligation to replace RaaS Equipment:
- (i) if the RaaS Equipment is not used at all times for its intended purpose in accordance with any instructions provided by Wireless Logic and/or the manufacturer's documentation in relation to storage, commissioning, installation, use and maintenance of the RaaS Equipment;
 - (ii) if the defect or Liability is caused by the Customer, any modification, add-on or change to the RaaS Equipment or configuration made by or on behalf of the Customer by any person other than Wireless Logic or any use of the RaaS Equipment with any third-party hardware or software;
 - (iii) if the Customer alters or repairs the RaaS Equipment without written consent of Wireless Logic;
 - (iv) for any claims or Losses arising from inherently dangerous use of the RaaS Equipment (including where such use relates to any connected or related third-party hardware), Safety Critical Uses, wilful damage, negligence, abnormal storage or working conditions; and/or
 - (v) for Losses arising from any defects, errors or issues arising during any updates which are provided over the air to the Customer.
- 4.6 If there is an issue or a bug with RaaS Equipment which needs firmware resolution from manufacturer, such resolution is out of scope of the RaaS Services. Wireless Logic will not have any Liability for any firmware bugs.
- 4.7 The standard warranty and support set out in paragraphs 3 and 4.1 to 4.6 above are offered for the full Service Term but Wireless Logic reserves the right to replace any existing RaaS

- Equipment (whether working or faulty) from time to time at Wireless Logic's discretion with equivalent or similar functioning RaaS Equipment from same or different manufacturer.
- 4.8 Wireless Logic has no Liability for where replacement RaaS Equipment fails to comply with the Customer's requirements in respect of the size or specific functionality or specifications (except for the Specification) or where a RaaS Equipment has gone out of support and a replacement RaaS is issued. In such circumstances, Wireless Logic will use reasonable endeavours to provide a substantially similar router in replacement.
- 4.9 Any Professional Services required to supplement RaaS Services (for example, if the Customer wishes to make configuration changes to existing Hardware) will incur additional Charges which should be discussed with the Wireless Logic sales team and must be agreed in writing with Wireless Logic. Please see the Professional Services section of the Value-Added Services Product Schedule for more details on Professional Services.

Return of Hardware and RaaS Equipment (RMA)

In order to return Hardware and RaaS Equipment (where permitted in accordance with this Product Schedule), the Customer must comply with the following terms. Failure to comply with the following terms may delay the Customer's return request being considered and/or completed and/or the Customer's return being rejected:

- 1 all Hardware and RaaS Equipment must be returned in its original packaging;
- 2 all returns from the Customer to Wireless Logic must be made under a Return Material Authorisation (RMA) number with prepaid freight. For this purpose, the Customer must obtain an RMA number from Wireless Logic for each intended return delivery and mark this clearly visible on both the outside of the return package and the shipping documents (no marking should be made on the Hardware or RaaS Equipment itself). Returns without an RMA number will not be processed and will be returned to the Customer at the Customer's expense;
- 3 all Hardware and RaaS Equipment must be returned with all of its original parts. If any components are missing, Wireless Logic reserves the right to apply a Charge for replacement components;
- 4 all Hardware (other than RaaS Equipment) must be returned to the address advised by Wireless Logic in writing following the request for a return. Delivery to any other address will not be accepted;
- 5 Hardware and/or RaaS Equipment returns shall not be considered accepted under the RMA process until Wireless Logic has received such Hardware and/or RaaS Equipment (as applicable) at the address specified by Wireless Logic. The Customer will be responsible for any Hardware and/or RaaS Equipment damaged or lost in transit;
- 6 save where RaaS Equipment is returned at the end of the relevant Service Term:
 - 6.1 once Hardware and/or RaaS Equipment has been received, Wireless Logic will investigate the Hardware and/or RaaS Equipment (as applicable) under the Hardware Warranty and/or Router-as-a-Service (RaaS) Terms (as applicable). Such investigations will typically take up to five (5) Business Days, but may take longer, to feed back on their findings; and
 - 6.2 Wireless Logic will not accept the return of any Hardware which is outside of the Hardware Warranty or any Hardware for which Liability is excluded under paragraph 5.5 of the Hardware Terms set out above. Wireless Logic will not accept the return of any RaaS Equipment which is not faulty and/or for which Liability is excluded under paragraph 4.5 of the Router-as-a-Service (RaaS) Terms set out above;
- 7 all return fees (including carrier fees) will need to be paid for by the Customer returning the Hardware and/or RaaS Equipment (as applicable);
- 8 if following investigation, the Hardware returned:
 - 8.1 has a Wireless Logic (or supplier) defect identified within the Hardware Warranty, the Customer's return fee will be credited to the Customer's account along with the option for a credit for the original Hardware or a free of charge replacement; or
 - 8.2 is found by Wireless Logic not to be defective or a defect is caused by an event excluded under paragraph 5.5 of the Hardware Terms set out above, Wireless Logic will be entitled to charge the Customer a return fee as set out in the Price List for the time and third party costs incurred in connection with such returned Hardware. Wireless Logic will return the Hardware to the Customer at the Customer's expense.