

Terms and Conditions of Sale

General: If the following conditions should conflict or be inconsistent with the terms or conditions contained, incorporated, or referred to in any document of the customer, then these conditions shall prevail unless otherwise agreed upon in writing by Gateworks Corporation.

To the extent that any clauses of these terms and conditions of sale should prove invalid, the remaining provisions and the contract shall remain valid and binding. Any invalid clauses shall be renegotiated with the intention of replacing such clauses by new provisions with similar economic implications. Such substituted provisions will be binding on both parties.

Payment Terms: All domestic orders will be invoiced at time of shipment and are F.O.B. San Luis Obispo, California with freight costs being paid collect or prepaid by Seller and invoiced to the Buyer. Unless Gateworks extends credit to Buyer, payment must be received in full before orders are shipped. Upon approval of Buyer's credit, which is at the sole discretion of Gateworks, payment terms may be extended up to net 30 days for domestic orders. International orders are shipped Ex Works (EXW) only after payment is received in full. On any order for which credit has been extended, Gateworks Corporation shall retain a security interest in all products sold as security for the payment in full of the purchase price, and such security interest shall be satisfied and terminated by full payment.

Advance Deposit: A 25% advance deposit is required at the time of order placement for (a) special versions of standard products, (b) custom products and (c) orders of standard products with a value over \$10,000 when the estimated shipment date is greater than 30 days after order placement. Deposits are credited back on invoices on a per-unit basis as product is shipped. Buyer expressly authorizes Gateworks to apply deposits to past-due balances, including but not limited to late charges, cancellation charges, rescheduling charges, RMA charges, and charges for products delivered. Deposits left unclaimed more than 60 days following scheduled ship date and product availability are subject to forfeiture.

Late Charge: There will be a 1.5% per month charge on any unpaid balance more than 15 days past-due.

Prices: The prices, quantities and delivery times stated in any quotation shall not be binding on Gateworks Corporation unless and until Gateworks Corporation has confirmed in writing its acceptance of an order placed by the customer in accordance with the quotation. Prices and quotations are subject to change without notice. Prices are in US dollars. Pricing is based on the quantity purchased of a single product part ordered by a single customer under a single non-cancelable, non-changeable purchase order to be shipped on a single invoice or multiple invoices within three (3) months of the order date.

Packaging and Delivery: The specification for packing the products shall be entirely at the discretion of Gateworks Corporation. Gateworks Corporation shall not be obliged to comply with any packaging instructions or requests of the customer unless previously agreed to in writing by Gateworks Corporation. The customer shall be bound to accept the delivery of the products and shall not be entitled to reject delivery or part delivery of the products ordered.

Unless acceptable specific instructions are received from the customer, Gateworks Corporation reserves the right to select a suitable carrier for the products. Delivery of the products in good condition to such a carrier (Ex Works) constitutes delivery to the customer at which point the risk and title in the product and/ or products shall pass to the customer. Any mis-delivery or damage shall thereupon be the responsibility of the customer, who may also be responsible for obtaining and paying for insurance and carrying out negotiations in the event of loss, mis-delivery, breakage or other damage regardless of the fact that insurance may have been secured by Gateworks Corporation at the request of the customer.

Drop Shipment: Gateworks will drop ship orders to domestic addresses within the United States. Shipments in quantities less than 30% of the total order quantity for which quantity pricing was granted will be charged a \$10.00 handling fee for each shipment. Buyer must provide valid UPS account information for direct billing.

Cancellation Charges: Canceled orders are subject to a 15% cancellation charge in addition to the cost of any associated materials procured or manufactured that cannot be canceled or returned to our suppliers. Cancellation notices from Buyer must be provided to Gateworks in writing, and Buyer shall pay cancellation charges within ten (10) days of cancellation. Orders may not be canceled within thirty (30) days of scheduled delivery.

Order Rescheduling Charges: Orders due for delivery in more than sixty (60) days may be rescheduled once for delivery up to thirty (30) days past the original delivery date without any additional charge. Orders due for delivery in more than thirty (30) days but less than sixty (60) days, at the written request of the Buyer, may be rescheduled for delivery up to thirty (30) days past the original delivery date. Gateworks Corporation may charge a rescheduling fee of ten percent (10%) of the List Price of the order. The rescheduling fee shall be due and payable within ten (10) days of Gateworks Corporation acceptance of such rescheduling notice. Orders due for delivery in less than 30 days may not be rescheduled. Rescheduling notices from Buyer must be provided to Gateworks in writing.

Product Returns: Gateworks will accept returns on unused, original condition standard product single board computers and accessories within 30 days of the date of purchase with a 15% re-stocking fee. Any customer specials or full custom boards are non-cancelable and non-returnable (NCNR). This includes any SPxxx part numbers or designs that were designed for a specific customer. Returned product must be in its original packaging, including unopened anti-static bag. Gateworks reserves the right to assess additional restocking fees, up to the full value of the product, to cover damaged or missing items discovered upon return and inspection by the Gateworks' RMA Department. Shipping will not be refunded and is not covered for the return of items.

Limited Warranty: Gateworks Corporation warrants its products to be free of defects in material and workmanship for a period of one (1) year. Gateworks Corporation's sole obligation under this warranty is to repair or replace its products, when such products have been returned to Gateworks Corporation according to the Returned Material Authorization (RMA) process defined within, and Gateworks Corporation has found the product to be defective.

Gateworks Corporation is not liable for any defects in materials, workmanship, or design of any peripherals, products or parts, which Gateworks Corporation does not design or manufacture. Gateworks Corporation receives warranties on certain third party peripherals, products or parts purchased by it and its obligations with respect to such third party peripherals; products or parts shall be limited to the extent of the warranties so received by it.

Repaired or replaced products carry the remainder of the original warranty or ninety (90) days, whichever is greater.

Gateworks Corporation will analyze the returned unit and the customer will be charged for out of warranty repairs in the following instances:

No problem found: \$50 (US dollars)

Out of warranty repairs: labor at \$75 per hour with \$50 minimum charge plus parts.

Receipt of damaged goods voids the Gateworks Corporation warranty.

Repair parts and replacement products will be furnished on an exchange basis and will be either new or reconditioned. All replaced parts and products requiring replacement shall become the property of Gateworks Corporation, if such parts or products are provided under this warranty section. In the event a defect is not related to the Gateworks Corporation manufactured product, the warranty on such products shall be limited to the extent of the warranty so received by Gateworks Corporation from the manufacturer.

This warranty shall not apply if the product has been misused, carelessly handled, defaced, modified or altered by the Buyer, or if unauthorized repairs have been attempted by others.

The above warranty is the only warranty authorized by Gateworks Corporation and is in lieu of any implied warranties, including implied warranty of merchantability and fitness for a particular use.

IN NO EVENT SHALL GATEWORKS CORPORATION BE LIABLE TO BUYER, END USERS, OR OTHER PERSONS FOR EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION THE LOSS OF BUSINESS, LOSS OF USE OR DATA, INTERRUPTION OF BUSINESS, LOSS OF PROFIT, REVENUE, OR THE CLAIMS OF THIRD PARTIES WHETHER OR NOT GATEWORKS CORPORATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS.

Return Material Authorization: In order to obtain warranty service, the product must be delivered to the Gateworks Corporation facility, or to an authorized Gateworks Corporation service representative, with all included parts and accessories as originally shipped, along with proof of purchase and a Returned Material Authorization (RMA) number. The RMA number must be obtained in advance from the Gateworks Corporation Customer Service Department. The RMA Number is valid for thirty (30) days and must be clearly marked on the exterior of the original shipping container or equivalent. The Buyer will be responsible and liable for any missing or damaged parts. The Buyer agrees to pay shipping charges one way, and to either insure the product or assume the liability for loss or damage during transit.

Ship to:
Gateworks Corporation
3026 S. Higuera Street
San Luis Obispo, CA 93401.

Please note that Gateworks typically repairs RMAs within 30 days.

Send an email to support@gateworks.com to initiate a warranty request.



INNOVATIONS FOR EMBEDDED DESIGNS

Waiver: These terms and conditions govern the relationship between the parties unless otherwise specifically agreed to in writing. The failure of Gateworks Corporation to insist upon any of the terms and conditions stated herein shall not be considered a continuing waiver of any such term or condition or of any other terms and conditions.

Force Majeure: Gateworks Corporation shall not be considered in default in performance of its obligations hereunder to the extent that performance is delayed or prevented by causes beyond the control or without the fault of Gateworks Corporation including causes such as acts of God, hostilities, strikes, fire, flood, sinking of vessels, pandemics, acts of the Buyer, including delay in performing its obligations, or because or by reason of any law, proclamation, regulation or ordinance of any government or governmental agency or other events or occurrences beyond Gateworks Corporation's ability to control or without the fault of Gateworks Corporation.

Assignment: The Buyer may not assign these terms and conditions without the prior written consent of Gateworks Corporation.

Successors: These terms and conditions and the covenants herein contained shall be binding upon and inure to the benefit of the successors of each party.

Applicable Law: These terms and conditions shall be interpreted in accordance with the laws of the State of California, USA.

Revised May 13, 2025