

Sales Terms & Conditions

1. Acceptance The terms and conditions contained herein constitute the entire agreement between RFHIC US CORPORATION (“RFHIC US CORPORATION”) and Buyer. RFHIC US CORPORATION may subcontract any portion of the work on any item subject to the terms herein, but RFHIC US CORPORATION’s obligations and rights hereunder shall not thereby be limited or affected. RFHIC US CORPORATION will not be bound by any terms of Buyer’s order that are inconsistent with the terms herein. All Buyers’ orders must be indicated on a written order submitted by Buyer and accepted by RFHIC US CORPORATION.

2. Orders and Prices All Quotations and Offers issued or made by RFHIC US CORPORATION are valid for 30 calendar days from the date of its issue unless otherwise specified or agreed. All Purchase Orders accepted will be final. Buyer may reschedule the respective order as follows; not less than 21 days before delivery date to be delivered within the next 60 days from the delivery date with the one-time request for individual order. In the event of a delivery reschedule, RFHIC may choose to levy inventory / opportunity costs for the storage of the goods in question. These costs are calculated at 0.5% per week delay, up to 26% per annum. Orders canceled within 30 days of scheduled ship date will be invoiced in full value. All prices do not include freight and handling charges, export or import duties, brokerage fees or any other fees imposed by a third party for handling of the shipment. RFHIC US CORPORATION may change its pricing at any time without prior notice to customer, but such changes shall not affect any accepted orders.

3. Payment terms Unless otherwise specified, the terms of payment are Cash In Advance (CIA). RFHIC US CORPORATION reserves the right to require alternative payment terms, including letter of credit, or Net thirty (30) days. In the event Buyer does not pay all amounts due and owing within allowed payment terms, RFHIC US CORPORATION shall have the right to withhold further shipments until acceptable payment is made or to cancel any unshipped order. Partial shipments made under any order shall be treated as a separate transaction and payment thereof shall be made accordingly.

A. Definition of Credit Terms Upon approval for a line of credit, customers are given a credit account with a specific date. For example, a “Net 30” account is defined as a credit line with RFHIC US CORPORATION in which the customer may pay up to 30 calendar days after the Invoice is issued. Due date is calculated from date of invoice, not date of goods received. Since shipment method and duration is at the discretion of the customer, time in transit is considered part of the 30 days. Payment must be received (as in the case of check) or cleared (as in the case of a

Credit Card) on the 30th calendar day. If the 30th day falls on a weekend or holiday, payment is still due.

4. Resale Unless otherwise specified in express written consent, all buyers are forbidden from reselling, in whole or in part, any RFHIC US CORPORATION parts or intellectual property. No resell or distribution of company parts or products may occur, except as incorporated into a multi-part system. Failure to abide by these terms voids all warranty or assistance to third party. Additionally, Buyer will be liable for financial damages or legal action against itself and any third party from RFHIC US CORPORATION. If resold by the consent of RFHIC US CORPORATION, Buyer agrees to abide by the maximum resale price of 120% for the resale of any RFHIC US CORPORATION part or product. Price here is defined as the cost of product quoted formally by an RFHIC US CORPORATION employee, excluding costs of tax, shipping, or other duties. This contract applies in all third party transactions, from intra-company to another entity. Violations of this clause will result in immediate termination of existing orders. Payment may be refunded, less expenses from production and labor, at the sole discretion of RFHIC US CORPORATION.

A. Export Unless given express written consent by RFHIC US CORPORATION, Buyer is forbidden from export of parts or data. Buyer may not export to any persons or entities denied or forbidden by US Law.

5. Delivery RFHIC US CORPORATION abides by the terms and definitions of the Incoterms 2010, published by the International Chamber of Commerce. Unless otherwise specified, delivery will be Ex-factory RFHIC US CORPORATION's place of manufacture. Title and risk of loss, with respect to the products shall pass to Buyer at the point of dispatch regardless of whether RFHIC US CORPORATION will install or supervise the installment of the products. Delay in delivery by RFHIC US CORPORATION for any shipment shall not relieve Buyer of its obligation to accept remaining installment deliveries. Buyer must make claims for shortages or other errors in delivery in writing to RFHIC US CORPORATION within thirty (30) days after Buyer's receipt of shipment and failure to give such written notice shall constitute unqualified acceptance and a waiver of all such claims. Under no circumstances shall RFHIC US CORPORATION assume liability of delays resulting from accidents or acts of terrorism, natural disaster, strikes, fires, floods, freight embargoes or transportation delays; shortages of labor, inability to secure fuel, goods, supplies or power at current prices or on account of shortages thereof, any existing or future laws, acts, regulations, orders or decrees of any government body or agency affecting the conduct of RFHIC US CORPORATION's business and with which RFHIC US CORPORATION in its judgment and discretion deems it advisable to comply. In any such event, the delivery date will be deemed extended for a period equal to the delay.

6. Returns The Products may not be returned to RFHIC US CORPORATION without first obtaining RFHIC US CORPORATION's written consent. The request for return and credit must be filed with RFHIC US CORPORATION and shall include purchase order number, approximate date shipped and any and all other identifying numbers (such as invoice number, date of invoice, etc.). Each request for return of Products for credit should state the type and quantity of goods, the part numbers and the reasons for the return. If return authorization is granted, Products shall be returned in a clean, well packaged condition, with no esd or physical damage arriving from transit. Any improper packing or non-ESD materials used to ship back the parts will void the RMA and cancel any customer credit.

7. Warranties RFHIC US CORPORATION warrants the Products to perform in the manner and under the conditions as specified in RFHIC US CORPORATION's warranty for the individual Product or for twelve (12) months from shipment if a warranty for an individual Product is not specified. RFHIC US CORPORATION's liability under, for breach of, or arising out of this agreement and/or sale will be limited to repair or replacement of any defective products or a refund of the purchase price of the products, at RFHIC US CORPORATION's sole option. Buyer's failure to give notice within thirty (30) days upon discovery of any alleged defect or specification inconsistency shall constitute a waiver by Buyer of all claims with respect thereto. In the event RFHIC US CORPORATION accepts Buyer's repair request after the expiry of one-year warranty, RFHIC US CORPORATION reserves right to charge Buyer for repair service. Acceptance of such request and the amount of repair service charge shall be decided in accordance with required resources including materials and time by RFHIC US CORPORATION in its discretion. Notwithstanding the foregoing warranties and remedies, RFHIC US CORPORATION shall have no obligation hereunder once the lid or any belonging of Products is detached from its body after Buyer's receipt of the Products or if Products become defective in whole or in part as a result of improper use, alteration, neglect or abuse after having been delivered to Buyer, or for damage resulting from fire, flood or natural disaster. Buyer agrees to indemnify RFHIC US CORPORATION against all claims arising out of or resulting from the operation or use of Buyer goods or products that include the Products. RFHIC US CORPORATION reserves the right to make changes to any products or to discontinue any product at any time without notice. RFHIC US CORPORATION does not assume any liability for the suitability of its products for any particular purpose, and disclaims any and all liability, including without limitation consequential or incidental damages. The product specifications have been carefully checked and are assumed to be reliable. However, RFHIC US CORPORATION disclaims liability for inaccuracies and strongly urges buyers to verify that the information they are using is current before placing purchase orders. RFHIC US CORPORATION products are not intended for use in life support equipment or application where malfunction of the product can be expected to result in personal injury or death. Buyer uses or sells such

products for any such unintended or unauthorized application, buyer shall indemnify, protect and hold RFHIC US CORPORATION and its directors, officers, stockholders, employees, representatives and distributors harmless against any and all claims arising out of such use.

8. LIMITATION OF LIABILITY IN NO EVENT SHALL RFHIC US CORPORATION BE LIABLE FOR ANTICIPATED OR ACTUAL LOST PROFITS, FOR DAMAGES ON ACCOUNT OF NEGLIGENCE, OR FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES. RFHIC US CORPORATION'S LIABILITY UNDER OR ARISING OUT OF DAMAGES, CLAIMS OF WHATSOEVER KIND AND NATURE WHICH RFHIC US CORPORATION PRODUCTS COULD CAUSE SHALL BE LIMITED IN AMOUNT TO THE NET PURCHASE PRICE OF THE PRODUCTS SOLD TO BUYER BY RFHIC US CORPORATION. RFHIC US CORPORATION'S AGGREGATE LIABILITY FOR ANY CLAIM OF ANY KIND FOR ANY LOSS OR DAMAGE SHALL IN NO CASE EXCEED THE PRICE PAID FOR THE PRODUCTS THAT GIVE RISE TO THE CLAIM. BUYER MUST MAKE ALL CLAIMS WITHIN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED WITH RESPECT TO ANY PRODUCTS PROVIDED HEREUNDER.

9. Substitutions and modifications RFHIC US CORPORATION will have the right to make substitutions and modifications at the specifications of Products sold by RFHIC US CORPORATION, provided that such substitutions or modifications will not materially affect overall Product performance.

10. Entire agreement and Amendments The terms and conditions herein, constitute the entire agreement between the parties and supersede all previous communications, whether oral or written. Any changes to this Agreement may be made only upon mutual agreement of the parties in writing.

11. Jurisdiction and venue The validity, interpretation and performance of this agreement shall be governed by and construed under the applicable laws of the United States of America. All disputes with respect to this Agreement shall be brought and heard in the North Carolina District Court.