# **Sales Terms & Conditions**

- 1. Acceptance The terms and conditions contained herein constitute the entire agreement between RFHIC Corporation ("RFHIC") and Buyer. RFHIC may subcontract any portion of the work on any item subject to the terms herein, but RFHIC's obligations and rights hereunder shall not thereby be limited or affected. RFHIC will not be bound by any terms of Buyer's order that are inconsistent with the terms herein. All Buyer's orders must be indicated in a written order submitted by Buyer and accepted by RFHIC.
- **2. Orders and Prices** All Quotations and Offers issued or made by RFHIC are valid for 30 calendar days from the date of its issue unless otherwise specified or agreed. All Purchase Orders accepted will be final. However, RFHIC will work with the customer to change up to 1 month of delivery shift with customer request. 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 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 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 shall have the right to withhold further shipments until acceptable payment is made or to cancel any unshipped order. Small Lot Fees apply to all orders under a certain value. A late fee of 1% of the total invoice amount will be applied for every two weeks of delays on payment. Partial payment and shipments made under any order shall be treated as a separate transaction and payment thereof shall be made accordingly.
- **4. Delivery** Unless otherwise specified, delivery will be Ex-factory RFHIC'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 will install or supervise the installment of the products. Delay in delivery by RFHIC 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 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 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's business and with which RFHIC 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.
- **5. Returns** The Products may not be returned to RFHIC without first obtaining RFHIC's written consent. The request for return and credit must be filed with RFHIC 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.
- **6. Warranties and Return Material Authorization (RMA)** RFHIC warrants the Products to perform in accordance with the specifications set forth in the applicable product datasheet or warranty document for each individual Product, or, if not otherwise specified, for a period of twelve (12) months from the date of shipment RFHIC's sole liability under this warranty, or for breach thereof, shall be limited to, at RFHIC's sole option, either (i) the repair or replacement of any defective Product, or (ii) the refund of the purchase price for such The Buyer must notify RFHIC in writing of any alleged defect or specification inconsistency within thirty (30) days of its discovery. Failure to provide such notice shall constitute a waiver by the Buyer of all claims related to such defect or inconsistency. In the event RFHIC accepts a Buyer's repair request after the expiration of the one-year warranty period, RFHIC reserves the right to charge the Buyer for repair services. Acceptance of such requests and the determination of the associated fees shall be decided solely at RFHIC's discretion, based on the resources required, including material and labor.

#### **6.1 Exclusions and Limitations**

This warranty does not apply, and RFHIC shall have no obligation, if:

The foregoing warranty shall be deemed null and void, and RFHIC shall bear no obligation or liability with respect to any Product, in the event that: (i) the warranty seal affixed to the Product has been broken; (ii) the lid or any component, part, or accessory belonging to the Product has been detached, removed, or otherwise tampered with following delivery to the Buyer; (iii) the Product has been subjected to alteration, misuse, neglect, improper handling, inadequate storage, or incorrect installation by any party other than RFHIC or its authorized representative; (iv) the defect or malfunction results from fire, flood, natural disaster, or any other force majeure event; or (v) the Product has been used in conjunction with any third-party component, software, or peripheral not expressly authorized or approved by RFHIC.

For the avoidance of doubt, in any of the foregoing circumstances—whether occurring during the applicable warranty period or thereafter—RFHIC shall have no obligation to provide repair services and expressly reserves the right to reject any request for repair, whether such request pertains to a warranty claim or to a paid post-warranty service.

This warranty shall be deemed null and void, and RFHIC shall bear no obligation or liability with respect to any Product, if: (i) the warranty seal affixed to the Product has been damaged or removed after delivery; (ii) the Product has been opened, disassembled, or tampered with without prior authorization; (iii) the Product has been altered, misused, or subjected to improper handling, storage, or installation by any party other than RFHIC or its authorized representatives; (iv) the defect or malfunction is caused by fire, flood, natural disaster, or other force majeure events; (v) the Product has been used in conjunction with third-party components, software, or accessories not expressly approved by RFHIC.

Even under such circumstances, however, RFHIC remains committed to supporting our customers and may, at its sole discretion, review requests for paid repair services. Such consideration will consider product quality risks, technical feasibility, and the overall business relationship with the customer. For clarity, please note that the above cases may result in the refusal of both warranty and postwarranty service requests, and RFHIC expressly reserves the right to decline repair service based on internal technical and operational assessments.

## **6.2 General RMA Process**

Any RMA service may be subject to applicable service fees, which may include, without limitation, charges for handling, shipping, aging and administrative processing. In cases where the Product is determined by RFHIC to be unrepairable due to Buyer's misuse, negligence, or other acts or omissions attributable to the Buyer, or in cases classified as "No Trouble Found" (NTF) upon inspection and evaluation fee shall be assessed irrespective of Product's warranty status. Such fees may comprise, at a minimum, an amount equal to ten percent (10%) of the Product's single-unit list price, in addition to charges for the use of diagnostic and testing equipment, personnel resources, and related logistics. RMA costs may increase proportionally with the elapsed time since the date of manufacture.

# **6.3 RMA Support Period**

RFHIC will provide repair services, spare parts, and related repair documentation for a maximum period of **seven (7) years from the date of shipment of the Product** for all standard or commodity Products, unless otherwise specified by separate agreement. After this period, RFHIC shall have no further obligation to provide, and expressly disclaims any duty to furnish, repair services, replacement components, failure analysis testing or associated support materials. RFHIC reserves the **right to decline any repair request**—whether made under warranty, non-warranty, or postwarranty—at its sole discretion, including but not limited to cases of limited parts availability, technical infeasibility, or resource constraints.

# **6.4 Extended Support Consideration**

RFHIC recognizes that some Products—such as high-value modules or mission-critical systems—may require extended support. In such cases, extended service provisions may be made available on a case-by-case basis depending on Product type, operational use, and commercial relevance. Buyers should contact their designated RFHIC representative to discuss potential eligibility for such extended services under a separate service agreement or special review process.

## **6.5 RMA Repair Response Requirement**

To maintain the validity of RMA quotes and enable timely repair execution, RFHIC requires customer confirmation after the issuance of the first Failure Analysis Report (FAR) and repair quotation. The customer must respond within:

- One (1) week for repair quotations less than or equal to \$10,000 USD, or
- **Two (2) weeks** for repair quotations greater than \$10,000 USD.

Failure to respond within the applicable timeframe will result in a 1% penalty fee of the total RMA cost unless the customer is subject to a separately negotiated RMA agreement. This penalty will be reflected in the final invoice should the RMA proceed beyond the response deadline.

## **6.6 Indemnification and Product Use Disclaimer**

RFHIC disclaims liability for the suitability of its Products for any specific application. Buyer assumes full responsibility for the proper selection, installation, and use of Products. RFHIC shall not be liable for any incidental, consequential, or indirect damage arising out of or in connection with the use or performance of any Product.

RFHIC products are **not designed, authorized, or warranted for use in life support equipment or applications** where product failure could result in personal injury or death. If Buyer uses or resells RFHIC products for such unauthorized applications, Buyer agrees to indemnify and hold harmless RFHIC, including its directors, officers, employees, and agents, from any resulting claims, losses, or damages.

RFHIC reserves the right to make changes to its Products or to discontinue them at any time without prior notice.

- **7. Substitutions and modifications** RFHIC will have the right to make substitutions and modifications at the specifications of Products sold by RFHIC, provided that such substitutions or modifications will not materially affect overall Product performance.
- **8. 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.
- **9. Jurisdiction and Venue** The validity, interpretation and performance of this agreement shall be governed by and construed under the applicable laws of the Republic of Korea. All disputes with respect to this Agreement shall be brought and heard in the Suwon District Court.
- **10. Additional Services** RFHIC can provide technical support for the use of product and installation of equipment upon request. Service fee shall be considered including but not limited to engineering support and travel expenses to the field.
- **11. Limitation of Liability** In no event shall RFHIC be liable for anticipated or actual lost profits, for damages on account of negligence, or for incidental, special or consequential damages. RFHIC 's liability under or arising out of damages, claims of whatsoever kind and nature which RFHIC products could cause shall be limited in amount to the net purchase price of the products sold to buyer by RFHIC. RFHIC '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.
- **12. Risk and ownership** For Products to be delivered to the Customer's property, the risk of loss or damage to the Products passes to the Customer upon delivery, unless the Customer unjustifiably fails to receive delivery of the Products, which will result in the risk passing to the Customer at the time RFHIC has attempted to deliver the Products. Ownership of a delivered product shall not pass to the Customer until full payment (cash or available funds) of the purchase price of the products and of all other amounts owed by the Customer to RFHICs has been made. If the Customer is late in paying an amount to RFHIC, RFHIC is entitled to demand immediate return of all products for which ownership has not passed to the Customer. Customer authorizes RFHIC and RFHIC representatives to take back such products and to gain access to the Customer's premises for this purpose.