

Sales Terms & Conditions

1. Acceptance and Application of Terms

1.1 Application. These Sales Terms and Conditions ("Terms") apply to all sales of products ("Products") and services by RFHIC Corporation ("RFHIC") to purchasers whose registered office and principal place of business are located outside the Republic of Korea ("Buyer"). Sales to purchasers located in the Republic of Korea, including Korean branches or affiliates of foreign entities, are governed by RFHIC's Korean-language sales terms and conditions. Buyer's status shall be determined based on the information provided with its order at the time of RFHIC's acceptance.

1.2 Orders and acceptance. All Buyer orders must be submitted in writing and shall become binding only upon RFHIC's written acceptance or, if earlier, RFHIC's shipment of the Products. RFHIC's acceptance is expressly made conditional upon Buyer's assent to these Terms.

1.3 Applicable version. The version of these Terms in effect on the date of RFHIC's acceptance of an order shall govern that order.

1.4 Buyer's forms rejected. Any additional or different terms contained in Buyer's purchase order, acknowledgement, or other document are hereby expressly rejected and shall not apply, whether or not they materially alter these Terms.

2. Quotations, Orders and Prices

2.1 Validity of quotations. 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.

2.2 Firm orders. Purchase Orders accepted by RFHIC are binding on Buyer and may be cancelled or rescheduled only with RFHIC's prior written consent. RFHIC will make reasonable efforts to accommodate a delivery shift of up to one (1) month at Buyer's request.

2.3 Cancellation Charge. If Buyer cancels an accepted order with RFHIC's consent, a cancellation charge shall apply, calculated on the order value of the cancelled items as follows: more than 90 days before the scheduled ship date, 10%; 60 to 90 days, 30%; 30 to 60 days, 50%; fewer than 30 days, 100%. Products manufactured to Buyer's specification shall be invoiced at 100% in all cases.

2.4 Price exclusive of charges. All prices do not include freight and handling charges, export or import duties, taxes (including value added), brokerage fees or any other fees imposed by a third party for handling of the shipment, all of which shall be invoiced to and paid by Buyer in addition to the Product price. Where Korean value added tax applies to a sale, it shall be added to RFHIC's invoice at the statutory rate then in effect and paid by Buyer.

2.5 Price changes. RFHIC may change its pricing at any time without prior notice to Buyer, but such changes shall not affect any accepted orders.

3. Payment Terms

3.1 Terms of payment. 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. Payment shall be made by wire

transfer, ACH transfer, credit card, payment through a third-party payment service provider designated by RFHIC, or such other method as the parties may agree in writing.

3.2 Withholding of shipment. 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.

3.3 Late payment charge. A late payment charge of one and one-half percent (1.5%) per month, equivalent to eighteen percent (18%) per annum, shall accrue on any overdue amount from the due date until payment is made in full, calculated on a daily pro-rata basis. In no event shall the late payment charge exceed twenty percent (20%) per annum or the maximum rate permitted by applicable law whichever is lower, and any charge in excess of that limit shall be reduced accordingly.

3.4 Small lot fees. Small Lot Fees apply to all orders below RFHIC's then current minimum order value. The applicable threshold and fee amount will be stated on RFHIC's quotation and invoice.

3.5 Partial shipments. Partial payment and shipments made under any order shall be treated as a separate transaction and payment thereof shall be made accordingly.

3.6 Cancellation or refund. In the event of an approved cancellation or refund, reimbursement shall be made by wire transfer. For orders originally paid by credit card or via PayPal, refunds processed within seven (7) business days of the original payment date shall be credited back to the original credit card or PayPal account, as applicable; any cancellation or refund processed more than seven (7) business days after the original payment date shall be refunded by wire transfer rather than credited back to the original credit card or PayPal account. Bank charges associated with refunds by wire transfer shall be borne by Buyer in all cases.

3.7 PayPal payments. RFHIC may, at its discretion, accept payment via PayPal, in which case:

- (a) the payment is subject to the PayPal User Agreement and PayPal's applicable policies;
- (b) these Terms continue to govern the sale as between RFHIC and Buyer, and no refund, reversal or chargeback made through PayPal shall limit Buyer's obligations under these Terms; and
- (c) if the payment is reversed or charged back, other than for a refund approved by RFHIC, Buyer shall pay the reversed amount within ten (10) business days.

4. Delivery

4.1 Delivery term. Unless otherwise expressly agreed in a writing signed by an authorized representative of RFHIC, delivery shall be EXW (Ex Works) RFHIC's designated plant, Incoterms® 2020.

4.2 Risk of loss. Risk of loss of or damage to the Products shall pass to Buyer at the point of dispatch from RFHIC's plant. This applies regardless of who arranges or bears the cost of carriage and regardless of whether RFHIC installs or supervises the installation of the Products.

4.3 Installment deliveries. Delay in delivery by RFHIC for any shipment shall not relieve Buyer of its obligation to accept remaining installment deliveries.

- 4.4 **Claims for shortages.** 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.

5. Force Majeure

- 5.1 **Events beyond control.** 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.

- 5.2 **Extension of delivery date.** In any such event, the delivery date will be deemed extended for a period equal to the delay.

6. Returns for Credit

- 6.1 **Written consent required.** The Products may not be returned to RFHIC for credit without first obtaining RFHIC's written consent.

- 6.2 **Contents of request.** 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.

- 6.3 **Condition of returned Products.** If return authorization is granted, Products shall be returned in a clean, well packaged condition.

7. Warranty

- 7.1 **Warranty.** RFHIC warrants that, for twelve (12) months from the date of shipment (the "Warranty Period"), the Products will perform in accordance with the specifications set out in the applicable product datasheet. Where RFHIC has issued a separate written warranty document for a particular Product, the period stated in that document applies to that Product instead. This warranty is the only warranty given by RFHIC and is given in lieu of all other warranties, whether express, implied, or statutory. To the fullest extent permitted by applicable law, RFHIC disclaims all implied warranties and conditions, including merchantability and fitness for a particular purpose.

- 7.2 **Exclusive remedy.** 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 Product.

- 7.3 **Notice of defect.** 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.

- 7.4 **Post-warranty repair.** In the event RFHIC accepts a Buyer's repair request after the expiration of the 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.

- 7.5 Exclusions.** This warranty shall be null and void, and RFHIC shall have no obligation or liability with respect to any Product, if:
- (a) the warranty seal affixed to the Product has been broken, damaged, or removed after delivery;
 - (b) the lid or any component, part, or accessory of the Product has been detached, removed, opened, disassembled, or otherwise tampered with after delivery without RFHIC's prior written authorization;
 - (c) the Product has been altered, misused, neglected, or subjected to improper handling, inadequate storage, or incorrect installation by any party other than RFHIC or its authorized representative;
 - (d) the defect or malfunction results from fire, flood, natural disaster, electrical surge, or any other event beyond RFHIC's reasonable control;
 - (e) the Product has been used in conjunction with any third-party component, software, or peripheral not expressly approved by RFHIC in writing.

7.6 Effect of exclusions. In any of the circumstances described above, RFHIC shall have no obligation to provide repair services, whether during or after the applicable Warranty Period, and may decline any such request.

7.7 Discretionary paid repair. Notwithstanding the foregoing, RFHIC may, at its sole discretion and without creating any obligation or precedent, review requests for paid repair services, taking into account product quality risk, technical feasibility, and the overall business relationship.

8. Returns for Repair (RMA)

8.1 Service fees. Any RMA service may be subject to applicable service fees, which may include, without limitation, charges for handling, shipping, aging and administrative processing.

8.2 Inspection and evaluation fee. 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, an inspection and evaluation fee shall be assessed irrespective of Product's Warranty Period. 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.

8.3 Aging. RMA costs may increase proportionally with the elapsed time since the date of manufacture.

8.4 Support Period. RFHIC will use commercially reasonable efforts to make repair services, spare parts, and related repair documentation available for a period of up to seven (7) years from the date of shipment for standard or commodity Products. This period is a maximum. It does not oblige RFHIC to continue producing or supporting any Product, and RFHIC may discontinue a Product before the end of this period.

8.5 Expiry of support. 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.

8.6 Right to decline. RFHIC reserves the right to decline any non-warranty or post-warranty repair request at its sole discretion, including but not limited to cases of limited parts availability, technical infeasibility, or resource constraints.

8.7 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.

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

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

8.9 Failure to respond. If Buyer does not respond within the applicable period, a storage and administrative handling charge of 1% of the quoted repair amount shall be invoiced to Buyer, unless Buyer is subject to a separately negotiated RMA agreement. If Buyer has not responded within ninety (90) days of the repair quotation and fails to respond to a further written notice allowing thirty (30) days, Buyer shall be deemed to have abandoned the Product, title shall pass to RFHIC, and RFHIC may dispose of it and invoice Buyer for storage and disposal costs.

9. Product Suitability and Buyer Indemnity

9.1 Suitability. 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.

9.2 Life support applications. 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.

10. Product Changes and Discontinuation

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

10.2 Non-material changes. RFHIC may make changes that do not materially affect form, fit, or function without prior notice.

10.3 Discontinuation. RFHIC reserves the right to make changes to, or to discontinue, any Product at any time. Discontinuation shall not give rise to any liability on the part of RFHIC. RFHIC will, where commercially practicable, issue a product discontinuation notice and offer a last-time-buy opportunity.

11. Additional Services

11.1 Scope. Upon Buyer's request, RFHIC may, at its discretion and subject to resource availability, provide services in addition to the supply of Products, including application and design-in engineering support, thermal and matching network consultation, on-site installation, commissioning, and start-up assistance, system integration support, operator or maintenance training, and field service ("Additional Services").

11.2 Chargeable services. Additional Services are chargeable and are not included in the Product price. RFHIC will provide a written quotation stating the applicable engineering rate, minimum billing increment, estimated duration, and travel and living expenses. Additional Services shall commence only upon RFHIC's receipt of Buyer's written purchase order referencing that quotation. Where actual time or expenses exceed the estimate, RFHIC shall notify Buyer and invoice the additional amount.

11.3 Expenses. Buyer shall reimburse all reasonable travel and living expenses, including airfare, ground transportation, lodging, meals, visa and travel authorization costs, and shipment of test equipment. Travel time shall be billed at fifty percent (50%) of the applicable engineering rate. Where travel is cancelled or postponed by Buyer fewer than ten (10) business days before the scheduled departure, Buyer shall be responsible for all non-refundable costs incurred.

11.4 Warranty support distinguished. Support furnished by RFHIC in connection with a valid warranty claim is provided in accordance with, and limited to, the warranty remedies stated in these Terms. Additional Services are separate from and do not extend, modify, or restart any warranty period. Where RFHIC personnel are dispatched at Buyer's request and the matter is subsequently determined not to be the responsibility of RFHIC, all associated time and expenses shall be invoiced to Buyer at the rates then in effect.

11.5 Buyer's site obligations. For Additional Services performed at Buyer's facility, Buyer shall, at its own cost and prior to RFHIC's arrival, make the site ready and safe for the work, including provision of electrical supply, cooling, ventilation, RF shielding, interlocks, and lifting or rigging as applicable, and shall obtain all permits and site access authorizations required for RFHIC personnel. RFHIC may suspend or reschedule Additional Services where site conditions are not ready or present a risk to personnel, and Buyer shall bear the resulting costs.

11.6 Advisory nature of technical support. Technical information, recommendations, and design assistance furnished by RFHIC are provided in good faith and for guidance only. Buyer retains sole responsibility for the design, qualification, and safe operation of its own equipment and systems, and for verifying the suitability of any Product for Buyer's application. Except as expressly stated in these Terms, RFHIC gives no warranty in respect of such information, and all limitations of liability set forth in these Terms apply equally to Additional Services.

11.7 Export control and site access. RFHIC may decline, delay, or restrict the scope of any Additional Services, including the disclosure of technical data and the assignment of personnel, where necessary to comply with applicable export control, sanctions and trade laws or with Buyer's facility access requirements.

12. Limitation of Liability

12.1 Excluded damages. In no event shall RFHIC be liable for anticipated or actual lost profits, or for indirect, incidental, special, punitive, or consequential damages.

12.2 Aggregate cap. RFHIC's aggregate liability for any claim of any kind for any loss or damage shall in no case exceed the price paid by Buyer for the Products or Additional Services that give rise to the claim.

12.3 Time bar. Buyer must make all claims within one year after the cause of action has been accrued with respect to any Products provided hereunder.

12.4 Liability not excluded. Nothing in these Terms excludes or limits RFHIC's liability for willful misconduct or gross negligence, or for death or personal injury caused by RFHIC's negligence.

12.5 Scope of limitations. The limitations set out above apply to RFHIC's liability only and do not limit Buyer's indemnity obligations under these Terms.

13. Retention of Title

13.1 Retention of title. Ownership of a delivered product shall not pass to the Buyer until full payment (cash or available funds) of the purchase price of the products and of all other amounts owed by the Buyer to RFHIC has been made.

13.2 Return on default. If the Buyer 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 Buyer.

13.3 Return by Buyer. If RFHIC requests the return of Products, Buyer shall at its own cost and risk, return those Products to RFHIC or to a location RFHIC designates within ten (10) business days of RFHIC's written request, in the condition in which they were delivered, fair wear and tear excepted.

14. Export Control and Compliance

14.1 Compliance. The Products, technical data, and Additional Services supplied under these Terms may be subject to export control, sanctions, and trade laws. Buyer shall comply with all such laws and shall not export, re-export, or transfer the Products or technical data to any prohibited country, entity, or person, or for any prohibited end use, without the required authorization.

14.2 End-use information. Buyer shall provide accurate and complete information on the end use, end user and destination of the Products before shipment and shall promptly notify RFHIC in writing of any subsequent change.

14.3 Condition to shipment. Shipment is conditional upon receipt of that information and completion of RFHIC's export classification review and any required authorization. No period pending such receipt, review or authorization shall count towards RFHIC's delivery period.

14.4 Suspension and cancellation. Where any required authorization is refused, delayed, suspended or revoked, or where Buyer fails to provide the information required above, RFHIC may suspend or cancel the affected order without liability, and Buyer remains liable for Products already delivered and Additional Services already performed.

14.5 Buyer indemnity. Buyer shall indemnify and hold harmless RFHIC and its directors, officers, employees and agents from any claims, losses, fines, penalties and expenses arising from Buyer's breach of these export control obligations or

from inaccurate or incomplete end-use information.

15. Intellectual Property

15.1 No License granted. No license or other right in any intellectual property of RFHIC is granted or transferred by the sale of Products.

15.2 Ownership. All intellectual property rights in the Products, in any technical data, and in any report, design, or other work product furnished by RFHIC remain the exclusive property of RFHIC.

15.3 Permitted use. Buyer may use such technical data and work product solely for the operation and maintenance of the Products supplied by RFHIC, and shall not disclose them to any third party or use them to develop, manufacture, or procure competing products.

15.4 Restrictions. Buyer shall not reverse engineer, decompile, or remove or alter any marking on the Products.

16. Entire agreement and Amendments

16.1 Entire agreement. The terms and conditions herein constitute the entire agreement between the parties and supersede all previous communications, whether oral or written.

16.2 Amendments. These Terms are RFHIC's standard terms of sale. RFHIC may revise these Terms from time to time where reasonably necessary, including to reflect changes in applicable law or regulatory requirements, industry or safety standards, or RFHIC's products, services or business practices. RFHIC will make the current version available to Buyer on request and, where RFHIC publishes these Terms, by posting the revised version. No revision requires Buyer's consent or countersignature. A revision applies only to orders accepted by RFHIC on or after the effective date of that revision, and does not affect any order already accepted.

17. Governing Law and Dispute Resolution

17.1 Governing law. The validity, interpretation and performance of these Terms shall be governed by and construed under the applicable laws of the Republic of Korea.

17.2 Arbitration. Any dispute, controversy, or claim arising out of or in connection with these Terms, including any question as to their existence, validity, or termination, shall be finally settled by arbitration under the Rules of the Korean Commercial Arbitration Board (KCAB International). The seat shall be Seoul, the number of arbitrators shall be one, and the language shall be English.

18. General

18.1 Subcontracting. 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.

18.2 Notices. All notices under these Terms shall be in writing in English and sent by courier or email to the address stated in RFHIC's order acknowledgement or invoice, or to such other address as a party notifies in writing. A notice sent by email is deemed received on the day of transmission, and a notice sent by courier on the second business day after dispatch.

18.3 Severability. If any provision of these Terms, or any sub-clause of a provision, is held invalid or unenforceable, it shall be severed or modified to the minimum

extent necessary, and the remaining provisions and sub-clauses shall remain in full force and effect.

18.4 Set-off. RFHIC may deduct any amount owed by Buyer under these Terms, including cancellation charges, late payment charges and service or handling fees, from any prepayment, refund or other amount payable to Buyer. Buyer shall pay all amounts due without set-off or deduction.

