

## General Terms and Conditions of Sale and Delivery

### 1. General

These General Terms and Conditions of Sale (these "Terms") govern the sale and delivery of all products (the "Products"), and all transactions incidental thereto, by or on behalf of RFbeam Microwave GmbH, a Swiss company ("RFbeam"), to any of its customers located in the United States ("Customer").

No other terms or conditions shall be of any force or effect unless specifically agreed upon by RFbeam in a writing duly executed by RFbeam. Any additional or different terms or conditions contained in any Order (as defined below) or response to RFbeam's confirmation shall be deemed objected to by RFbeam and shall not be binding on RFbeam. No general terms and conditions of Customer shall at any time form a part of any agreement between the Customer and RFbeam, even if such terms and conditions are not expressly rejected by RFbeam.

These Terms supersede any and all prior oral quotations, communications, agreements or understandings of the parties in respect of the sale and delivery of the Products and shall supersede any and all other terms and conditions contained in any Order (as defined below) placed by Customer or otherwise communicated by Customer.

RFbeam's failure to object to terms and conditions communicated by Customer shall in no event be construed as an acceptance of any other terms and conditions. Any communication or conduct of Customer which confirms an agreement for the delivery of Products by RFbeam, as well as acceptance in whole or in part by Customer of any delivery of Products from RFbeam, shall be construed as Customer's acceptance of these Terms.

If Customer finds any provision in these Terms not acceptable, Customer must so notify RFbeam immediately and must reject the Products delivered under these Terms. Deviations from these Terms require RFbeam's prior written approval.

### 2. Offers, Orders and Confirmation

RFbeam shall sell and deliver to Customer, and Customer shall purchase and accept from RFbeam, the Products described in any order, agreement or quotation, or any combination thereof (an "Order").

All offers made by RFbeam are revocable at any time and subject to change without prior notice to Customer. RFbeam may refuse an Order for any or no reason. No Order is binding upon RFbeam until the earlier to occur of RFbeam's acceptance of the Order in writing or the delivery of the Products to the Customer (a "Confirmed Order"). Notwithstanding any prior confirmation of an Order by RFbeam, RFbeam shall have no obligation to deliver Products to Customer or otherwise perform any of its obligations set forth in a Confirmed Order or herein if Customer is in breach of any of its obligations hereunder or such Confirmed Order.

In the event Customer cancels or modifies any Confirmed Order, Customer shall bear all of RFbeam's costs and expenses associated with such cancellation or modification, including but not limited to cost of raw materials for such Confirmed Order, labor costs and storage expenses, and, in the event of a modification of a Confirmed Order by Customer, RFbeam shall be free to accept or reject such modification without any further obligation to Customer whatsoever.

Each Confirmed Order shall be considered a separate agreement between the parties to purchase and sell Products, and any failure to deliver Products under any Confirmed Order shall have no consequences for other deliveries.

### 3. Prices

The price of the Products shall be as set forth in the applicable Confirmed Order.

The price of Products shall not include packaging, sales or use tax or any other similar applicable federal, state or foreign taxes, duties, custom dues, levies or charges in any jurisdiction in connection with the sale, delivery, and import of the Products to its country of destination ("Taxes"). Such Taxes shall be payable by Customer and, if RFbeam is responsible for the collection thereof, such Taxes shall either be added to the price invoiced or be separately invoiced by RFbeam to Customer. Should any unforeseeable increases in RFbeam's cost of materials or labor occur after the date of any Confirmed Order, RFbeam shall, in its sole discretion, be entitled to increase the agreed prices accordingly.

### 4. Payment Terms

Unless otherwise agreed in writing by RFbeam, the purchase price for the Products to be delivered under a Confirmed Order and all other amounts due in connection therewith shall be due and payable in US dollars within thirty (30) days following the date of RFbeam's invoice for such Products without any discount, deduction or offset whatsoever. In no event shall any loss, damage, injury or destruction, force majeure events or any other event beyond RFbeam's control release Customer from its obligation to make the payments required herein. Payment of all amounts due hereunder shall be made by wire transfer or credit card in the manner set forth on RFbeam's invoice.

Time is of the essence for the payment of all amounts due to RFbeam under any Confirmed Order. If Customer fails to make payment of any amount when due, Customer shall pay interest to RFbeam at the rate of one and one-half percent (1.5%) per month or such lesser amount as may be permitted by applicable law starting from the due date until payment of such amount in full. If Customer fails to comply with these Terms or the terms of any agreement between RFbeam and Customer, or if Customer becomes insolvent, all balances then due and owing to RFbeam shall become due immediately, notwithstanding any agreed-upon payment periods. All costs and expenses incurred by RFbeam with respect to the collection of overdue payments (including, without limitation, reasonable attorney's fees, expert fees, and other expenses of litigation) shall be borne by Customer. Every payment by Customer shall first be applied to pay for RFbeam's cost of collection, then interest owed by Customer, and then to the oldest outstanding claim.

If RFbeam extends credit to Customer for the purchase price for any Products or any other amounts due to RFbeam, Customer hereby grants to RFbeam as security for the timely payment and performance of all Customer's payment obligations to RFbeam, a first priority security interest (the "Security Interest") in all Products heretofore or in the future delivered to Customer for as long as such Products shall not have been sold by Customer in the ordinary course of business (the "Collateral"). RFbeam shall be entitled to file any and all financing, continuation or similar statements under the Uniform Commercial Code in any jurisdiction, and take

any and all other action necessary or desirable, in RFbeam's sole and absolute discretion, to perfect its security interest in the Collateral and to establish, continue, preserve and protect RFbeam's security interest in the Collateral. Customer agrees to take any and all actions and provide Customer with all information necessary to enable RFbeam to perfect and enforce this security interest in all jurisdictions and vis-à-vis any of Customer's creditors. This security interest shall remain in force until payment in full of the entire purchase price for such Products and any other amounts due to RFbeam by Customer. RFbeam may, without notice, change or withdraw extensions of credit at any time.

## 5. Delivery and Acceptance

Unless otherwise agreed in writing by RFbeam, all deliveries of Products shall be made FCA RFbeam's location at Schuppisstrasse 7, 9016 St. Gallen, Switzerland (per Incoterms 2020) and title to and risk of loss for the Products shall pass to Customer upon delivery thereof to Customer's common carrier. If Customer requests that RFbeam organize transportation on Customer's behalf, RFbeam or its agent may select, without any liability to Customer, any commercial air, ship, motor or rail carrier or any combination thereof for the transportation of the Products and will notify Customer thereof in the Order Confirmation. RFbeam shall not be responsible for any acts or omissions of any such carrier.

Customer shall, at Customer's sole cost and expense, to obtain and maintain all regulatory and other permits, clearances, registrations, approvals and submissions required in connection with the import of the Products into the United States. RFbeam agrees to cooperate with and, at Customer's request and at RFbeam's reasonable expense, provide such data, information and other reasonable assistance as Customer may from time to time reasonably require to obtain or maintain such permits, clearances, registrations, approvals or submissions.

Any delivery times or dates communicated by or on behalf of RFbeam are estimates and shall not be binding on RFbeam. RFbeam may make partial delivery of Products to be delivered under any Confirmed Order and invoice Customer separately for such partial deliveries. In no event shall RFbeam be liable for any delay in delivery, and no delay in delivery of any Products shall relieve Customer of its obligation to accept delivery thereof and make payment of any amounts due in accordance with these Terms.

For framework agreements or call-off orders, products shall be delivered based on the hardware and software revision valid at the time of the respective order. The customer shall have no claim to delivery of a specific or different revision unless explicitly agreed in writing. RFbeam reserves the right to implement hardware or software changes as part of ongoing product maintenance, provided that such changes do not materially impair the functionality of the product.

Customer's failure to accept delivery of any Products pursuant to a Confirmed Order shall not release or excuse Customer from its obligation to timely pay all amounts due in connection with such Confirmed Order. If Customer rejects or revokes acceptance of Products or fails to pay any amounts when due, RFbeam, in its sole and absolute discretion, may extend the period of delivery by such period as RFbeam may deem reasonable, or withhold or cancel delivery of any Products, or cancel any or all Confirmed Orders without any further obligations to Customer whatsoever. In such event Customer shall be responsible for any and all costs and expenses incurred or damages or losses suffered by RFbeam in connection with any such delay notwithstanding any action or inaction by RFbeam with regard to such delay.

## 6. Component Availability and Obsolescence

The Supplier does not guarantee the long-term availability of individual components. If a component is discontinued by the manufacturer and the Supplier is informed accordingly, the Supplier shall promptly pass this information on to the Customer and, where possible, offer a last-time-buy in accordance with the manufacturer's conditions. The Supplier may replace discontinued components with technically equivalent alternatives, even if such replacement requires design changes. The Customer shall have no claim to the use of specific components. The Supplier shall not be liable for any damages or costs resulting from component discontinuation, non-availability, or replacement solutions. However, the Supplier undertakes to inform the Customer in a timely manner about known discontinuations and supply shortages.

## 7. Examination and Conformity to Order

Promptly upon receipt of any Products, Customer shall conduct a full and complete inspection of such Products as to any defects and to confirm compliance with all requirements of the applicable Confirmed Order including without limitation the type and quantity. Customer shall notify RFbeam in writing of any apparent defects or non-compliance of such Products with the applicable Confirmed Order that Customer has or could reasonably have discovered during such inspection within eight (8) days from the date of receipt of such Products, and Customer shall notify RFbeam in writing within eight (8) days of the date on which Customer shall first have become aware of any hidden defect or non-compliance which could not reasonably have been discovered during Customer's initial inspection of the Products. Notwithstanding anything to the contrary contained herein, any and all claims for defective or non-compliant Products must be received by RFbeam within twenty-four (24) months of the earlier to occur of (a) the delivery of the Products pursuant to these Terms or (b) RFbeam's notification of Customer that the Products are ready for delivery.

If Customer fails to timely notify RFbeam of any defects or other non-compliance of any Products delivered or Customer uses, destroys or modifies any Products that Customer knows or should have known to be defective or non-compliant without RFbeam's prior written consent, Customer shall be deemed to have unconditionally accepted such Products and waived all of its claims for breach of warranty or otherwise in respect of such Products.

Products that RFbeam consents or directs Customer in writing to be returned shall be returned to RFbeam at Customer's risk to the destination directed by RFbeam.

## 8. Restrictions for the use of RFbeam products in military applications

RFbeam sensors must not be used in active weapon systems - neither in ammunition nor in firing systems (e.g. trajectory monitoring). RFbeam sensors must not be used in missile systems or unmanned aerial vehicles with a range exceeding 300km. RFbeam sensors must not be used for the design, development or production of biological, chemical or nuclear weapons. Furthermore, any use in a system intended to willfully harm any living creature is prohibited (tasers, guillotines, torture devices). RFbeam sensors must not be exported to the following countries: Cuba, Syria, Iraq and North Korea, Iran, Russia.

## 9. Limited Warranty

With respect to the Products, RFbeam warrants to Customer that the Products will be free of defects in material and workmanship and conform with the requirements set forth in the applicable Confirmed Order for a period of 24 months from the date of delivery (the "Warranty Period"); provided that the Products are used for the purpose intended and are maintained, handled, integrated into other products, serviced and operated in accordance with

RFbeam's written instructions and manuals and are not altered, modified or repaired unless such alteration, modification or repair shall have been authorized by RFbeam in writing (the "Limited Warranty"). Shipping costs for sending Products to RFbeam shall be borne by Customer.

**Except for the Limited Warranty, RFbeam makes no other warranties with respect to the Products, and no person is authorized to make any warranties on behalf of RFbeam that are inconsistent with such Limited Warranty. ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.**

If any Product defect entitles Customer to a claim under the Limited Warranty, RFbeam will, at its sole option, repair or replace the defective Product. Such repair or replacement shall be the sole liability of RFbeam and the sole remedy of Customer with respect to such defective Product. RFbeam shall bear the return shipping costs for claims covered by the Limited Warranty. In no event shall any warranty claims be made after the expiration of the Warranty Period.

All warranty claims shall be void and RFbeam shall have no responsibility to repair or replace Products damaged as a result of (a) inadequate use, storage, handling, operation, or maintenance or unauthorized alteration, modification or repair of Products (including without limitation, the use, storage, handling, operation, maintenance of Products or its integration into another product contrary to written instructions and/or recommendations of RFbeam), or (b) acts or omissions of Customer or third parties following delivery of the Product, acts of nature or government, abuse, or other events beyond RFbeam's control.

In case of claims not covered by the Limited Warranty, Customer agrees to pay RFbeam a processing fee of CHF 300.00 including shipping costs for the return of the Products. Customer agrees to reimburse RFbeam all costs for examination, repair or replacement including shipping costs arising out of or in connection with such uncovered claims. Before returning goods, RFbeam must be contacted in order to initiate the RMA process.

Unless expressly warranted in writing in any Confirmed Order, RFbeam makes no warranty that the Products comply with applicable law, regulations or specifications in any jurisdiction in which the Products may be sold or marketed. Any governmental or other approvals necessary in connection with the sale, marketing, distribution, use or export of the Products shall be Customer's sole responsibility.

Customer shall not be authorized to make any warranties that are inconsistent with the foregoing warranty, and any and all such warranties shall in no event be binding on RFbeam.

Warranty and any guarantee claims shall become completely void if products are improperly handled, altered, or modified. This applies in particular if product markings, serial numbers, or certification labels are removed, damaged, or rendered illegible. In such cases, all product-related certifications shall no longer be considered valid or applicable.

## 10. Limitation of Liability

**In no event shall RFbeam be liable to Customer for any indirect, incidental, punitive, special or consequential damages, including but not limited to, damages for loss of profits, revenue, goodwill or use, whether in an action in contract, tort,**

**strict liability, or imposed by statute, or otherwise, even if Customer was advised of the possibility of such damages.**

RFbeam shall not be liable for, and Customer assumes responsibility and shall indemnify, defend and hold RFbeam harmless for, any and all claims, including without limitation claims for personal injury or property damages, resulting from the improper use, operation, or maintenance or unauthorized alteration, modification, repair of the Products or its integration to another product in contrary to RFbeam's instructions and recommendations, or Customer's failure to properly communicate RFbeam's instructions and warnings to users of the Products.

Notwithstanding any of the terms contained herein, RFbeam's liability for any claim – whether based upon contract, tort, equity, negligence or any other legal concept – shall in no event exceed the purchase price paid by the Customer for the Products giving rise to such claim. Customer hereby acknowledges and agrees that the provisions of these Terms fairly allocate the risks between RFbeam and Customer, that RFbeam's pricing reflects this allocation of risk, and but for this allocation and limitation of liability, RFbeam would not have entered into an agreement with Customer to sell Products to Customer.

In jurisdictions that limit the or preclude limitations or exclusion of remedies, damages, or liability, such as liability for gross negligence or willful misconduct or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages or liability set forth in these Terms are intended to apply to the maximum extent permitted by applicable law, and these Terms shall be deemed amended to comply with such limitations or exclusions. Customer may also have other rights that vary by state, country or other jurisdiction.

## 11. Confidential Information.

"Confidential Information" means: (i) all data, software, know-how, trade secrets, and other business or technical information of RFbeam that is designated by RFbeam as "confidential" or "proprietary" at the time of disclosure or due to its nature or under the circumstances of its disclosure Customer knows or has reason to know should be treated as confidential or proprietary.

Customer shall not disclose RFbeam's Confidential Information to any third party except to those of its employee, subcontractors or other authorized third parties who have a bona fide need to know such Confidential Information for the performance or enforcement of these Terms; provided that each such employee, subcontractor or authorized third party is bound by a written agreement that contains use and nondisclosure restrictions consistent with the terms set forth in this Section. Customer shall employ all reasonable steps to protect the other RFbeam's Confidential Information from unauthorized use or disclosure, including, but not limited to, all steps that it takes to protect its own information of like importance. The foregoing obligations will not restrict Customer from disclosing the other Party's Confidential Information: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that Customer gives reasonable notice to RFbeam to contest such order or requirement; (ii) to its legal or financial advisors; and (iii) as required under applicable securities regulations.

Each Party hereby agrees that all Confidential Information communicated to each other before the effective date of these Terms or any Confirmed Order, shall be governed by the provisions of this Section 9.

## 12. RFbeam Materials

RFbeam and/or its affiliates, as applicable, shall exclusively own all rights, title and interest in and to any utilities, technology, processes, inventions, devices, methodologies, techniques, data, information and materials including work results, software, data

carriers and other documentations, of any kind used by RFbeam or its personnel in connection with the Products including without limitation all work results, software, data carriers, documentations as well as all RFbeam Confidential Information provided to Customer (the "RFbeam Materials"). In the absence of any agreement entered into by Customer with RFbeam with respect to any RFbeam Material, Customer shall not use, distribute, copy, modify, alter or expand any RFbeam Material without the prior written approval of RFbeam. RFbeam Materials, worldwide patent rights (including patent applications and disclosures), copyright rights, trademark or service mark rights, moral rights, trade secret rights, know-how and any other intellectual property rights therein, and any improvements by RFbeam thereto shall be the sole property of RFbeam. Customer shall have no rights in the RFbeam Materials except as expressly agreed to in writing by the parties.

If the use, sale, combination or importation of the Product constitutes an unauthorized use, misappropriation or infringement of an intellectual property right of a third party, ("Infringing Product"), RFbeam may, at its sole option: (i) procure for Customer the right to continue using or combining the Infringing Product; (ii) replace the Infringing Product with a non-infringing version of equivalent function and performance; or (iii) modify the Infringing Product to be non-infringing without detracting from function or performance, provided that Customer shall have promptly notified RFbeam of any such claim, suit, proceeding, or threat with respect to the Infringing Product ("IP Claim").

Notwithstanding the foregoing, RFbeam shall have no responsibility for any IP Claim arising from i) unauthorized modifications of the Product or ii) combination of the Product with another product, by Customer or a third party on behalf of Customer in contrary to RFbeam's instructions, if such IP Claim would not have arisen but for such modifications or combination.

### 13. Miscellaneous

If any provision contained in these Terms or any Confirmed Order is held by final judgment of a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable provision shall be severed from the remainder of these Terms or such Confirmed Order, and the remainder of these Terms or such Confirmed Order shall be enforced. In addition, the invalid, illegal or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in these Terms, such modification being made to the minimum extent necessary to render such provision valid, legal and enforceable.

In the event of a violation or threatened violation of RFbeam's proprietary rights, RFbeam shall have the right, in addition to such other remedies as may be available pursuant to law or these Terms, to temporary or permanent injunctive relief enjoining such act or threatened act. The parties acknowledge and agree that legal remedies for such violations or threatened violations are inadequate and that RFbeam would suffer irreparable harm.

Customer may not assign its Order or any right or interest therein or any other obligation arising hereunder without RFbeam's prior written consent.

RFbeam's waiver of any breach or violation of these Terms or the provisions of any Confirmed Order by Customer shall not be construed as a waiver of any other present or future breach or breaches by Customer.

The parties hereto are independent contractors and nothing in these Terms will be construed as creating a joint venture, partnership, employment or agency relationship between the parties.

Notices by a party regarding the exercise of rights and obligations under a Confirmed Order must be signed by authorized representatives of such Party, and delivered via courier, mail or e-mail to the

other Party's address indicated in the Confirmed Order, provided that a notice by e-mail shall only be validly given if receipt thereof is acknowledged in writing by the recipient.

### 14. Entire Agreement; Conflicts.

These Terms, including the applicable Confirmed Order, constitute the entire and exclusive agreement of the parties regarding the subject matter hereof and supersedes any and all prior or contemporaneous agreements, communications, and understandings (both written and oral) regarding such subject matter. In the event of a conflict between the provisions of these Terms and the provisions of a Confirmed Order, the provisions of the Confirmed Order will govern and control. These Terms may only be modified or any rights under it waived by a written document executed by both parties.

### 15. Applicable Law and Jurisdiction

These Terms and the Confirmed Orders shall be governed by and construed in accordance with the laws of Switzerland without giving effect to the principles of conflict of laws thereof. The United Nations Convention for the International Sale of Goods (1980) shall not apply.

Any dispute, controversy or claim arising out of or relating to these Terms and any Confirmed Order, including but not limited to the execution, performance or termination thereof or to any issue of liability arising out of the performance of these Terms or any Confirmed Order, which the parties have not been able to settle amicably shall be submitted to the exclusive jurisdiction of the courts with jurisdiction in St. Gallen, Switzerland, unless otherwise agreed to by the parties thereto. Each party hereby waives any and all claims, pleas or defenses (including without limitation a plea for *forum non conveniens*) that would permit such party to seek the jurisdiction of any courts or arbitration tribunals other than those set forth in the preceding sentence.

EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THESE TERMS.

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