
1. SCOPE:

The terms and conditions stated herein (this "Agreement") govern all sales of products or services ("products") by mWAVE Industries, LLC ("mWAVE").

mWAVE may change the terms and conditions of this Agreement at our sole discretion by posting an updated version on our website (www.mwavellc.com); provided however that the terms and conditions of this Agreement are in effect as of the acceptance date of an applicable order shall continue to govern such order and the products purchased thereunder.

2. ACCEPTANCE:

Acceptance of, or order resulting from, proposals or quotations, shall not be binding upon mWAVE Industries LLC until formal confirmation by mWAVE. Notwithstanding any terms or conditions which may be included in Buyer's purchase order form or other communication from Buyer. mWAVE's acceptance is conditional upon Buyer's acceptance of the terms and conditions herein and any terms or conditions other than those set forth herein are rejected by mWAVE and shall not become part of the agreement of sales unless expressly agreed to in writing by mWAVE.

Minimum Charge on each order will be \$1,000 USD and all orders where the quantity ordered has a total price of \$1,000 or less will be billed at \$1,000.

3. CHANGE ORDER OR CANCELLATION:

Any order or contract may be changed or canceled by the Buyer but only upon prior agreement with mWAVE as to the amount of the change order or cancellation charge. mWAVE will promptly inform Buyer as to the amount of such charge. Change orders may also necessitate a change in the shipment schedule. In the event Buyer causes a delay in contract completion or delivery, mWAVE shall have the right to submit invoices at sales value for progress to date and any additional costs caused by the delays.

4. SHIPMENT AND PASSAGE OF TITLE:

Unless otherwise advised, shipment will be made Exworks (EXW) Factory (INCOTERMS 2020). As an accommodation when specifically requested by customer, mWAVE will prepay transportation charges, which will be invoiced separately.

In the absence of specific shipping instructions, method of shipment will be determined by mWAVE. Unless directed otherwise by the Buyer, full invoice value will be declared for deliveries by railway express, air express, and air freight, and insurance will be taken out based on invoiced value. No insurance will be provided by mWAVE on rail freight or motor freight shipments. In all cases, mWAVE's responsibility (except as stated in our warranty) ceases, and, except in the case of conditional or C.O.D. sales, title shall pass upon delivery of the material to the carrier.

5. TERMS OF PAYMENT:

All invoices for domestic shipments are payable within thirty days after invoice date or date services rendered unless other terms are specified and/or agreed to by mWAVE. Standard terms of payment for export shipments are irrevocable letter of credit or cash in advance unless other terms are specified and/or agreed to by mWAVE. In all cases, if shipment delay is requested by the Buyer, payment shall become due at mWAVE's option, from the date on which mWAVE is prepared to make shipment.

Interest charges may be due and charged on all invoices remaining overdue for 15 days or more. Interest shall be computed at the rate of 1 1/2% per month (18% per annum) and shall be applied to each overdue month or fraction thereof.

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6. WARRANTIES:

mWAVE warrants all products to be free from defects caused by faulty material or poor workmanship, but its liability under said warranty is limited to the obligation to repair or at mWAVE's option, or to replace without charge, Ex-Works Windham, Maine, USA any product found to be defective under normal use and service within one (1) year for custom products and three (3) years for commercial products, from date of invoice provided:

- 6.1 mWAVE is promptly notified in writing upon discovery of such defects.
- 6.2 The original parts are returned to mWAVE, Windham, Maine, USA, transportation charges prepaid, and,
- 6.3 mWAVE's examination shall disclose to its satisfaction that such defects have not been caused by abuse after delivery to the original freight carrier.
- 6.4 All specifications are subject to change without notice. Equipment not manufactured by mWAVE carries the vendor's warranty. This warranty is expressly in lieu of all other warranties, express or implied (except as to title) and constitutes all of mWAVE's liability in respect to its products.

Product replaced during the warranty period are warranted for the remainder of the original applicable warranty period, or ninety (90) days, whichever is greater. This warranty is extended by mWAVE to the original Buyer but not to any transferee unless agreed to in writing by mWAVE.

Development parts or equipment, including without limitation prototypes, pre-production articles and samples (whether paid for by Buyer or not) are provided "AS-IS" and are not covered by any of the above warranties unless otherwise agreed to in writing.

THE mWAVE WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, WHICH ARE SPECIFICALLY EXCLUDED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. RETURN OF MATERIALS:

Adherence to the specified return procedure is mandatory to obtain proper replacement of warranty material, repairs, or credit. mWAVE assumes no responsibility whatsoever or any liability for material returned without proper prior authorization.

A request for; a) return of any items defective under terms of warranty, b) return of items for repair and c) return of items for credit should be made directly to mWAVE Industries LLC, 33R Main Street, Windham, Maine 04062 USA,

Attention: Coordinator, Sales Service. This request, submitted prior to the shipment of the items to be returned, should contain the model, item, and serial number; item description; date of purchase including purchase order and mWAVE Sales Order (SO) number, request for repair or statement as to reasons for return. The request for return should also contain the company name, contact name, address, email, and telephone number of the returning party so that information may be submitted as required. If any approval for return is granted, a return material authorization form and RMA number with shipping instructions will be forwarded. The RMA number should be affixed to the item and marked on the outside of the carton. The items should be properly packed and returned to mWAVE, transportation prepaid. In some cases, directions to destroy the material may be given in lieu of return.

When specifically requested, in certain cases, items replacing warranty failures may be shipped prior to the return of the defective item. In such cases, the customer is billed at the time of shipment and normal payment terms apply. If inspection of material after receipt discloses a failure within the terms of the warranty, a credit will be issued to cancel previous billing or to refund payment made. mWAVE assumes no responsibility or liability for any items returned not complying with this return procedure.

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8. TAXES:

The prices given do not include any federal, state, provincial, excise, sales, use, property, retailers, occupation in-country, import, VAT or similar taxes or duties. Any such taxes or duties applicable & in effect at the time of shipment are the responsibility of the Buyer. If mWAVE is required to pay any excluded tax, then Buyer shall reimburse mWAVE the full amount of any such tax payment no later than ten (10) days after receipt of an invoice.

9. CONSEQUENTIAL DAMAGES AND LIMITATION OF LIABILITY:

mWAVE shall not be liable for special or consequential damages of any nature with respect to any merchandise or service sold, delivered, or rendered. mWAVE's total liability is limited to the net price of the products sold hereunder, excluding any charges separate from the product price on the invoice. Buyer's sole remedy for liability of any kind, including breach of warranty, negligence and products liability with respect to the products and documentation furnished hereunder is to request mWAVE, at mWAVE's option, to refund the purchase price, except that in case of a breach of product warranty, the Buyer's sole remedy is to return the product to mWAVE for repair in accordance with Section 7 above.

In no event shall mWAVE be liable for increased costs, loss of profits, loss of goodwill or any incidental or consequential damages for any reason. These limitations apply even if the exclusive remedies set forth above fail in their essential purpose.

10. EXPORT CONTROLS:

The products obtained from mWAVE are subject to US export control laws and regulations including the Export Administration Regulation (EAR), International Traffic in Arms Regulations (ITAR) and Office of Foreign Assets Control (OFAC). The re-export or re-transfer of mWAVE products to other countries or parties may require a US export license or other approval. Buyer will not transfer the products in violation of any US export control law, including by making any exports or re-exports of mWAVE equipment to the US embargoed countries of North Korea, Iran, Cuba, Sudan, Syria, and Russia or to other restricted destinations or parties that may be added to the restricted export list by the US Government from time to time. Buyer acknowledges that the products will not be used in, or for, any nuclear, chemical, biological weapons or applications. In the alleged breach of export controls, or at mWAVE the Buyer shall furnish to mWAVE all information requested in order to verify compliance with US export regulations.

11. LICENSING:

The Buyer is solely responsible for obtaining any licenses or other authorizations required by the FCC, Federal Aviation Administration, or other government regulatory bodies and for complying with their rules and the rules and regulations of any other US or foreign regulatory agency. mWAVE, at mWAVE's sole discretion, may assist by providing information for any license application by Buyer, however mWAVE shall have no liability to Buyer or any third parties arising out of mWAVE rendering technical advice, facilities or service connected to such assistance.

12. INTELLECTUAL PROPERTY RIGHTS:

mWAVE shall own and shall retain all right, title and interest in and to: (a) any of its intellectual property rights, including any development thereof (including all copies, modifications, improvement and derivative works thereof, by whomever produced,); (b) all of its service marks, trademarks, trade names or any other designations associated with mWAVE's technology and products and (c) all copyrights, patent rights, trade secret rights, and other proprietary rights relating to mWAVE's technology and products, whether registered or not (collectively "Intellectual Property Rights"). All intellectual property rights in work or resulting from work done by or on behalf of mWAVE, pursuant to this Agreement, if performed, and any subsequent modifications to same shall exclusively vest in mWAVE.

mWAVE makes no representation or warranty that the products (or the buyers use or exploitation thereof) will not infringe on any intellectual property rights.

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13. CONFIDENTIALITY:

Buyer agrees that all confidential information furnished by or obtained from mWAVE in connection with sale of items hereunder (including product data and manufacturing data) shall be adequately safeguarded to prevent unauthorized disclosure. Buyer agrees not to (a) disclose any such information to any other person or entity, or (b) use such information for any purpose other than performing authorized activities directly related to the governing contract.

14. FORCE MAJEURE:

Notwithstanding anything else in this Agreement, no default, delay or failure to perform on the part of mWAVE will be considered a breach of this Agreement if such default, delay or failure to perform is shown to be due to causes beyond reasonable control of mWAVE, including, but not limited to, causes such as strikes, lockouts, or other labor disputes, riots, civil disturbances, actions or inactions of governmental authorities or suppliers, epidemics, war, embargoes, severe weather, fire, earthquakes, act of God or the public enemy, nuclear disasters or default of a common carrier.

15. SEVERABILITY:

If any provision or portion of this agreement shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, that provision or portion of this agreement shall be deemed omitted and the remaining provisions and portions shall remain in full force and effect.

16. NO WAIVER:

The failure of mWAVE to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions herein or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of an such term, covenant or condition or the future exercise of such right, but the obligation of the Buyer with respect to such future performance shall continue in full force and effect.

17. CONTROLLING LAW:

This document, and any contract or sale it applies to, shall be governed by the internal laws of The State of Maine, USA.

18. AUTHORIZED CONTRACTS OFFICER:

Only mWAVE's Authorized Contract Officer as designated by the Managing Director of mWAVE may accept or approve changes to these terms and conditions.

