

General Terms & Conditions (GTC) MIRAD microwave AG (MIRAD)

1 Scope & Validity

- 1.1 These GTC define the scope and validity of contracts (conclusion, content and processes thereof) related to the sale of goods and services provided by MIRAD microwave AG.
- 1.2 The validity of these GTC enter into force upon submission of a legally binding firm order issued by the contract party, if the link to these GTC has been provided by MIRAD microwave on the offer or order confirmation or a copy thereof was attached to said documents. Contract party's General Conditions deviating from the MIRAD GTC content are excluded, if not explicitly agreed between the contract party and MIRAD.
- 1.3 These GTC are valid for all current and future legally binding MIRAD contracts.

2 Quotation, Firm Order & Order Confirmation

- 2.1 The validity of a MIRAD quotation is valid according to the validity period indicated in the quotation. 30 days of validity applies in case such information is missing.
- 2.2 If the content of the contract party's firm order deviates from the MIRAD quotation, the order confirmation issued by MIRAD is valid unless the contract party does not object within 3 working days upon receipt of the order confirmation.
- 2.3 Firm orders will become legally binding (=the contract) for the two contract parties upon receipt of the MIRAD order confirmation in written form (hard copy or electronic format) by the receiving contract party.

3 Sub Contractors

- 3.1 MIRAD is entitled to outsource activities related to the order confirmation to external suppliers; however the responsibility towards the receiving contract party to meet the contractual obligations remains with MIRAD.

4 Allowance, Packaging, Shipment

- 4.1 The contractually agreed allowance is limited to the goods and services defined in the contract. If not explicitly agreed differently, this allowance is a net amount, exclusive of all taxes and fees such as VAT, customs and bank transfer fees. The applicable incoterms (current version) are ex works, place of performance, without packaging and without any other deductions. Upon explicit agreement between the contract party and MIRAD, MIRAD initiates and organises the shipment on behalf of the receiving contract party at its cost and its risk.
- 4.2 Claims related to the shipment and transportation upon receipt of the goods or the shipment documentation shall be addressed directly to the shipment company by the recipient.
- 4.3 MIRAD is entitled to charge packaging cost to the contract party. Such cost will be included in the quotation. Packaging material will not be taken back by MIRAD.

5 Payment Conditions

- 5.1 The invoices will be issued by MIRAD at the time of the submission of the delivery readiness notification at the place of performance. The payments are due from the invoice date onwards and are payable within a period of 30 days from the invoice date, without any deductions. New customers will pay 100% of the contract value upon receipt of the order confirmation. MIRAD is entitled to define the following payment milestones if the total order value exceeds CHF 10'000:
 - at order: >=30% of contract value
 - at readiness for delivery at place of performance: >= 60% of contract value
 - the remaining amount will be invoiced <= 30 days after readiness for delivery at place of performance
 - If a payment delay occurs, MIRAD is entitled to charge an annual interest on late payments of 8% related to the outstanding amount
- 5.2 These payment conditions are also to be fulfilled by the contract party in case of delay not caused by MIRAD's fault or if insignificant components are missing or minor adjustments to be executed by MIRAD are outstanding.

6 Reservation of Proprietary Rights

- 6.1 The provided goods and services remain in MIRAD's possession upon receipt of all payments contractually agreed. Prior to the fulfilment of this contractual obligation the contract party is not entitled to re-sell, to pledge or to use these goods and services as a collateral in favour of any third party.
- 6.2 During the period where this reservation of proprietary rights applies, the contract party is obliged to undertake all adequate measures to maintain the status of the goods and services at the ready for shipment status. Such measures include: Careful handling and storage, servicing, insurance coverage (theft & damages).

7 Agreed Delivery Dates & Delays

- 7.1 Agreed delivery dates are fulfilled by MIRAD, if the delivery readiness notification has been submitted to the receiving contract party until and including the agreed delivery date.
- 7.2 Delays in delivery readiness that cannot be influenced by MIRAD, for example non-provision of the contractual obligations by the contract party or delays in delivery readiness caused by third parties, the contract party will accept a reasonable delay.
- 7.3 Delays in delivery readiness generated by MIRAD that are not caused by illegal purpose or gross negligence will be accepted by the contract party whereby MIRAD is obliged to propose an acceptable new delivery date.
- 7.4 Delays in delivery readiness do not entitle the contract party to claim withdrawal from the contract or other rights such as price reductions or compensation payments unless it is proven that MIRAD has acted on illegal purpose or with gross negligence.

8 Place of Performance

- 8.1 The place of performance is the domicile of MIRAD microwave AG unless contractually agreed differently.
- 8.2 The right to utilize the goods and services as well as the owner's risk are transferred to the receiving contract party upon receipt of the delivery readiness notification by MIRAD.
- 8.3 If the shipment is delayed by the receiving contract party's explicit order or caused by third parties not within MIRAD's liability, storage at the place of performance will be at the receiving contract party's cost and risk.

9 Examination & Acceptance

- 9.1 For goods and services without a contractually agreed Factory Acceptance Test (FAT), the receiving contract party is obliged to examine the goods and services and submit documented claims, if any, to MIRAD within 7 calendar days upon reception thereof.
- 9.2 Upon occurrence of insignificant deficiencies during the contractually agreed FAT, the FAT is continued and completed. MIRAD will remedy such deficiencies thereafter.
- 9.3 Upon occurrence of significant deficiencies during the contractually agreed FAT, the FAT will be discontinued. MIRAD will remedy these deficiencies and will propose a new date for the FAT.

10 Warranty

- 10.1 MIRAD is responsible for the material and legal compliance of the contractually agreed goods and services with the specifications defined in the order confirmation.
- 10.2 The warranty time is 12 months upon receipt of the delivery readiness notification unless contractually agreed differently. The receiving contract party will notify MIRAD in writing within 5 business days upon occurrence of a deficiency. If the shipment is delayed according to Article 8.3, the warranty time ends no later than 18 months upon receipt of the delivery readiness notification.
- 10.3 MIRAD is entitled to decide whether the remedy of the deficiency is done by subsequent improvement or replacement. The warranty of replaced or improved items ends according to the warranty time defined in Article 10.2. Additional claims are explicitly excluded.
- 10.4 The warranty is terminated before maturity, if faulty changes or repairs are done by the contract party or any third party on the contractual goods and services. The warranty is also terminated before maturity if

the contract party does not undertake all possible measures to minimize the occurred deficiency and fails to notify MIRAD of such occurrence within the defined time and in the correct form, as specified in Article 10.2.

11 Liability

- 11.1 Contractual goods and services that become un-usable during the warranty time due to verifiable bad basic material, faulty design or defective manufacturing, remedy will either be done by subsequent improvement or replacement at MIRAD's discretion. The ownership of replaced items will be transferred to MIRAD. The contract party is obliged to notify MIRAD in writing about deficiencies within 7 calendar days upon occurrence.
- 11.2 MIRAD is only liable for contractually and explicitly agreed specifications. Such liability is valid within the warranty time defined in Article 10 or within the contractually agreed period. Upon reception of the deficiency notification by the contract party, MIRAD is entitled to remedy the deficiencies and its discretion. The contract party will grant the adequate repair time and access to the deficient item.
- 11.3 The MIRAD liability related to consulting and other secondary contractual obligations is explicitly limited to breach of contract due to gross negligence and deliberate intention.
- 11.4 Exclusiveness of liability claims: The contract party is exclusively entitled to claim liabilities according to Articles 11.1 to 11.3, notably no claims for damage compensation or reversal of contracts are granted.

12 Authorizations & Export Regulations

- 12.1 If the receiving contract party will supply items to MIRAD for the contractually agreed goods and services and if these items are subject to national or international export regulations (e.g. ITAR), the contract party will inform MIRAD without delay. The contract party will comply with all applicable export regulations and will submit all relevant documentation to MIRAD. Such obligation is valid in excess of the contract period.
- 12.2 Unless not explicitly and contractually agreed differently, the timely receipt of all required governmental authorizations for the correct exportation of the contractual goods and services to be provided by MIRAD in line with national and international export regulations, is the receiving contract party's sole responsibility. MIRAD will provide adequate support upon request.

13 Emanating Intellectual Property Rights

- 13.1 Intellectual Property Rights (IPR), if any, emanating from contractual goods and services to be provided by MIRAD, including documentation thereof in written or electronic format, belong to MIRAD.
- 13.2 The receiving contract party has the non-conferrable and non-exclusive right of use of such emanating MIRAD IPR within the scope of the contract.
- 13.3 The use and disposition of legally not protected ideas, processes and methods remain with the two contract parties without reciprocal obligation of disclosure.

14 Pre-existing Intellectual Property Rights

- 14.1 Pre-existing Intellectual Property Rights remain with MIRAD or with third parties.
- 14.2 The exclusive and non-conferrable right of use of pre-existing Intellectual Property Rights granted to the receiving contract party is limited to the scope of the contract.

15 Breach of Intellectual Property Rights

- 15.1 The legal handling of breach of intellectual Property Rights claims by third parties is MIRAD's responsibility. The receiving contract party is obliged to inform MIRAD upon occurrence without delay. If applicable, the contract party undertakes first measures to minimize occurred damage and provides support to MIRAD upon request.

16 Confidentiality

- 16.1 All information in any format not publicly accessible will be handled by the contract parties confidentially and used exclusively for the contract purpose. The contract parties ensure that their own staff, their subcontractors and external contractors will comply with this Article 16. In case of doubt, information is handled confidentially.
- 16.2 The following information is considered to be non-confidential:
 - information already known to the receiving party prior to disclosure of the providing party

- information developed by one party without the use of or the reference to the IPR's of the other party
 - Information and data rightly disclosed without limitation, to a contract party by a third party
 - Information and data that needs to be disclosed by a legally binding resolution
- 16.3 The obligation to comply with confidentiality as described in this Article 16, starts with the first exchange of confidential information and remains valid until the expiration of a 2-year period after the contract completion.
 - 16.4 The remittance of confidential information and data to third parties without the explicit consent of the giving party is prohibited. If the giving party agrees in writing to such remittance, the receiving third party must be instructed by the authorized party about the existing confidentiality obligations.
 - 16.5 Without prior explicit consent of the giving party, such confidential information and data are not to be used for marketing or journalistic purposes by the receiving party. The contract party is not allowed to use MIRAD as a reference or advertise the fact that a collaboration was, is and will be in force without prior explicit consent provided by MIRAD.
 - 16.6 Compensation payments, if any, in case of breach of this Article 16 will not release the breaching contract party from its confidentiality obligations.

17 Data Protection

- 17.1 The contract parties are obliged to effectively protect the data relevant for the contract against illegal take-over by third parties with adequate economical, technical and organizational measures.
- 17.2 The contract parties ensure that all parties involved in the execution of this contract comply with these data protection requirements.

18 Compliance

- 18.1 The contract parties are obliged to comply with applicable legal norms such as competition, syndication, labour, child-protection laws and regulations, the general agreements of the international organization of labour ILO as well as norms against fraud or regulations and agreements for the protection of health and environment. Examples: RoHS, REACH, cfsi.
- 18.2 The contract parties comply with the OECD convention on Combating Bribery of Foreign Public Officials dated 2017-12-17 and also apply these principles for the private business sector.
- 18.3 The contract parties ensure that all parties involved in the execution of this contract will act in line with these compliance requirements.
- 18.4 Compensation payments, if any, in case of breach of this Article 18, will not release the breaching contract party from its compliance obligations.

19 Cession und Pledge

- 19.1 The contract and its rights and obligations can be ceded by one contract party to a third party with prior written consent by the other contract party.
- 19.2 Contractual receivables can only be ceded or pledged prior to the written confirmation of the creditor.

20 Offset of Contractual Receivables

- 20.1 The offset of contractual receivables is not permissible.

21 Applicable Law and Place of Jurisdiction

- 21.1 The contract, the interpretation and admissibility for legal action thereof are subject to the material Swiss Law, explicitly excluding (i) international agreements, namely the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980-04-11) (CISG) and (ii) collision-laws.
- 21.2 In the event of a legal interpretation of this document or in case of any legal dispute, the German version of these GTC will prevail.
- 21.3 Sole place of jurisdiction in the event of legal disputes between MIRAD and the contract party is the domicile of MIRAD and its regular courts. MIRAD however, is entitled to prosecute the receiving contract party at its own domicile.

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