
ALTUM RF INTERNATIONAL BV PURCHASE ORDER TERMS AND CONDITIONS October 2020

1. **ACCEPTANCE.** These Standard Terms and Conditions of Sale (the "Agreement") are entered into between Buyer and Altum RF International B.V. ("Altum RF") and govern the sale of all Altum RF products (the "Products") to Buyer. Any terms proposed by Buyer, which adds to, vary from, or conflict with the terms of the Agreement shall be void, and the terms of the Agreement shall govern. If a quote or invoice has been issued by Altum RF in response to an offer the terms of which are additional to or different from any of the provisions hereof, then the issuance of such quote or invoice by Altum RF shall constitute an acceptance of such offer subject to the express condition that Buyer assent that the Agreement constitutes the entire agreement between Buyer and Altum RF with respect to the subject matter hereof and the subject of such offer.
2. **PRICES.** All prices exclude sales, use, license excise, and other taxes in respect of manufacture, sale or delivery, export or import duties, all of which shall be paid by Buyer unless a proper exemption certificate is furnished. Prices exclude shipping and handling, which shall be paid by Buyer. All prices are subject to adjustment necessitated by shortages of raw goods or Altum RF's compliance with any government action.
3. **TERMS.** Unless otherwise specified, and subject to credit approval, the terms of payment are net thirty (30) days from the date of invoice. Invoices not paid shall be subject to a service charge of 1% per month on the past due amount. Without limiting the above provisions, in the event Buyer does not pay all amounts due and owing within allowed payment terms, Altum RF may withhold further shipments until acceptable payment is made. Shipment holds shall not constitute Altum RF's breach and Altum RF, in its sole discretion, may continue to perform in accordance to Buyer's purchase orders.
4. **ORDER AND ACCEPTANCE.** All Buyer's orders must be indicated on a written order submitted by Buyer and accepted in writing by Altum RF. No order is binding on Altum RF unless accepted in writing by Altum RF. Altum RF will provide written acknowledgements of all accepted orders. Altum RF may at any time, without notice, change or suspend credit terms, stop shipment or cancel unfilled purchase orders when, in Altum RF's sole discretion, the financial condition of Buyer or its account so warrants, or when delivery is delayed through any fault of Buyer, or when Buyer is delinquent on any payment for invoiced Products or services.
5. **DELIVERY AND DELAYS.** Unless otherwise specified, delivery will be F.O.B. Altum RF's place of manufacture, and Buyer assumes all responsibility for risk of loss, or damage to, the Products furnished hereunder upon delivery of the Products to the common carrier. Altum RF shall have the right to select the means of transportation. Delivery dates quoted by Altum RF are approximate and subject to confirmation. Delay in delivery by Altum RF 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 Altum RF 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. Altum RF shall not be responsible for reasonable or excusable delays, and Buyer shall not refuse to accept delivery because of any such delays. "Excusable delays" include, without limitation, delays resulting from accidents or acts of terrorism, acts of God, 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 Altum RF's business and with which Altum RF in its judgment and discretion deems it advisable to comply. "Reasonable delays" include, without limitation, delays to which Buyer, when notified, makes no objection. In the event of such delays, the date of delivery shall be extended for a period equal to the time lost by reason of such delays. In the event of Altum RF's inability, for any reason, to supply the total demand for the Products to be furnished hereunder, Altum RF may allocate its

available supply of such Products among any or all of its customers or buyers on such basis as Altum RF may deem fair and practical without any liability for any failure of performance which may result there from. If shipping is delayed or interrupted by Buyer directly or indirectly, Buyer shall pay Altum RF all additional charges resulting there from. Moreover, if as a result of such delay or interruption the Products are not shipped within five (5) days after notification has been made to Buyer that it is ready for shipping, Altum RF may store the Products at Buyer's risk in a warehouse or upon Altum RF's premises, and Buyer shall pay all handling, transportation and storage costs at the prevailing commercial rates upon submission of invoices therefore.

6. CANCELLATION. Accepted purchase orders outside of ninety (90) days from the scheduled delivery date can be cancelled or rescheduled. Outside of thirty (30) days, Products can be pushed out once to a maximum of sixty (60) days from the original committed delivery date. Inside of thirty (30) days, orders cannot be rescheduled. After an order has been rescheduled once, Altum RF shall use commercially reasonable efforts to accommodate subsequent requests for order changes; provided that such changes may be subject to a reasonable change fee as determined by Altum RF.

7. PRODUCT INFORMATION. Buyer is solely responsible for ensuring that all Products purchased are fit for Buyer's intended purpose, and that Product specifications meet Buyer's requirements. Altum RF Product specifications and other Product related information may be obtained by visiting the Altum RF website located at www.altumrf.com, emailing Altum RF for the latest data sheet or product specification at info@altumrf.com or calling Altum RF at +31 40 2390 888. The sale of all Products is subject to this Agreement at the time of order acknowledgement.

8. EXPORT CONDITIONS. If an export license is required by Altum RF in order for it to lawfully deliver any Products ordered by Buyer, then the issuance to Altum RF of all necessary licenses shall constitute a condition precedent to Altum RF's obligations to sell such Products to Buyer. Buyer agrees to comply with all applicable export laws, regulations and orders. Buyer agrees that it will not resell, re-export, transfer or ship, directly or indirectly, any Products or information provided hereunder, in any form, without obtaining appropriate export or re-export licenses.

9. WARRANTIES. Altum RF warrants that all Products shall conform to published specifications and be free in all material respects from defects in workmanship and materials for a period of one (1) year commencing on the date of receipt of the Products by Buyer. The obligation of Altum RF and Buyer's sole and exclusive remedy hereunder for a breach of the foregoing warranty shall be limited, and at Altum RF's option shall be: (i) the repair or replacement of any defective or damaged Products F.O.B Buyer's place of manufacture; or (ii) a refund of the purchase price paid for the defective or damaged Products. Buyer shall not return Products unless so authorized in writing by an officer of Altum RF. Altum RF shall have the right to inspect Products at Buyer's location. Notwithstanding the foregoing warranties and remedies, Altum RF shall have no obligation hereunder if Products become defective in whole or in part as a result of improper use, alteration, neglect or abuse after having been delivered to Buyer, or for damage resulting from fire, flood or acts of God. Buyer agrees to indemnify Altum RF against all claims arising out of or resulting from the operation or use of Buyer goods or products that include the Products. EXCEPT AS SET FORTH HEREIN, IT IS EXPRESSLY AGREED THAT THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, EXPRESS, IMPLIED, OR STATUTORY, OR ANY AFFIRMATION OF FACT, OR PROMISES, BY ALTUM RF WITH REFERENCE TO THE PRODUCTS, WHICH EXTENDS BEYOND THE SPECIFICATIONS MUTUALLY AGREED UPON BY ALTUM RF AND BUYER.

10. LIMITATION OF LIABILITY. IN NO EVENT SHALL ALTUM RF BE LIABLE FOR ANTICIPATED OR ACTUAL LOST PROFITS, FOR DAMAGES ON ACCOUNT OF NEGLIGENCE, OR FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES. ALTUM RF'S AGGREGATE LIABILITY FOR ANY CLAIM OF ANY KIND, FOR ANY LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE SALE OF PRODUCTS TO BUYER, OR FROM THE DESIGN, MANUFACTURE, SALE, DELIVERY, RESALE, INSPECTION, REPAIR, OPERATION OR USE OF ANY PRODUCTS COVERED BY OR FURNISHED UNDER THIS AGREEMENT, 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.

11. TITLE AND REMEDIES. Shipments and deliveries on credit shall be subject to approval of Altum RF's Credit Department. If Buyer fails to fulfill the terms of payment, Altum RF may defer further shipments or may, at its option, cancel any unshipped order. Altum RF reserves the right, previous to making any shipments, to require from Buyer satisfactory security for performance of Buyer's obligations. Until such time as payment in full for all Products provided hereunder is received, Altum RF reserves, and Buyer grants to Altum RF, a security interest in any Products provided under the Agreement in order to secure Buyer's obligations of payment for such Products. In the event of default by Buyer on any of its obligations to Altum RF, Altum RF will have the right to repossess such Products without liability to Buyer. This Agreement may be filed in appropriate jurisdictions to evidence Altum RF's security interest in the Products. In addition, Buyer will execute any further documents as Altum RF may request, and cooperate in filing such documents, in order to evidence Altum RF's security interest in the Products.

12. DISPUTES. Buyer and Altum RF shall attempt in good faith to resolve any dispute or disagreement ("Dispute") arising under an Order promptly by negotiation between executive management of each party who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for administration of the Order. If any Dispute is not settled to the mutual satisfaction of Buyer and Altum RF, then it shall be settled at the option of either Party by any court of competent jurisdiction in accordance with the applicable laws of the country in which the Altum RF's principal place of business is located.

13. GENERAL. The failure of Altum RF to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this contract or to exercise any right hereunder shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition or the future exercise of such rights. This Agreement and any acknowledgement or acceptance of a purchase order by Altum RF constitute the complete and exclusive statement of the agreement between the parties regarding the subject matter hereof and supersede all proposals, oral or written, and all other communications between the parties relating to the subject matter herein.