



TERMS AND CONDITIONS FOR SALES

These terms and conditions govern the sale of Products ("Product or Products") and provisions of services ("Services") by QP Microwave S.L. (QPmW) as well as by third party vendors and/or service providers of QPmW. These terms and conditions ("Agreement") take precedence over Customer's supplemental or conflicting terms and conditions to which notice of objection is hereby given. Neither QPmW's commencement of performance or delivery shall be deemed or construed as acceptance of Customer's supplemental or conflicting terms and conditions. QPmW failure to object to conflicting or additional terms will not change or add to the terms of this agreement. Customer's acceptance of the Products and/or Services from QPmW shall be deemed to constitute acceptance of the terms and conditions contained herein.

1. Quotation.

The price and delivery time of the Products are specified in the quotation sent to the Customer or in the price list for standard products.

Quotation shall automatically expire in thirty (30) days from the date issued, or as otherwise stated in the quotation, however delivery time and price can change before quotation expiration because market conditions or any other causes beyond the QPmW's reasonable control.

2. Purchase orders.

Orders must include the Products part number, quantity, price and requested delivery dates of the Products being purchased. All orders placed by Customer are subject to acceptance by QPmW.

Customer may be charged a minimum charge for consultation fees/engineering fees/supplier contact or acquisition if these services are provided prior to receiving a Purchase Order.

Unless otherwise agreed, all Products will be shipped no later than one year from the date that QPmW accepts the purchase order.

3. Transportation and Taxes.

Unless otherwise stated in the Quotation, all prices quoted are exclusive of transportation and insurance costs, duties, and all taxes including VAT, goods and services taxes, and any other taxes.

Customer agrees to indemnify and hold QPmW harmless for any liability for tax in connection with the sale, as well as the collection or withholding thereof, including penalties and interest thereon.

When applicable, transportation and taxes shall appear as separate items on QPmW's invoice.

4. Order Cancellation.

QPmW Products and Services as non-cancelable, non-returnable ("NCNR") Orders may not be cancelled or rescheduled without QPmW written consent.

If Customer desires to cancel or change an Order, Customer must deliver a written request for cancellation of the Order to QPmW hope.

If QPmW consents to Customer's written request for cancellation of the Order, Customer shall pay to QPmW the percentage of the Order completed by QPmW at the time of cancellation.

5. Payment

Payment may be made by check, credit card, PayPal or wire transfer, all the costs shall be borne by the Customer.

A surcharge of 3% for credit card sales and 4% for sales via PayPal will be assessed.

Where QPmW has extended credit to Customer, terms of payment shall be net thirty (30) days from date of invoice, without offset or deduction unless otherwise noted.

On any past due invoice, QPmW may impose interest at the rate of one percent [1%] per month.

If Customer fails to make each payment when it is due, QPmW reserves the right to change or withdraw credit and thereby suspend or cancel performance under any or all purchase orders or agreements in which QPmW has extended credit to Customer

In the event of default by Customer, QPmW shall be entitled to costs, fees, and expenses, including but not limited to recovery of attorney fees, court costs and fees, and collections costs.

6. Delivery and Title.

All deliveries will be made "EXWORKS" place of shipment. Title and risk of loss pass to the Customer upon delivery of the Product to the carrier.

QPmW's delivery dates are Standard Terms and Conditions, estimates only and QPmW is not liable for delays in delivery or for failure to perform due to causes beyond the reasonable control of the QPmW. A delayed delivery of any part of an Order does not entitle Customer to cancel other deliveries.

7. Nonconforming Products.

Customer shall inspect all goods upon tender and delivery by QPmW and in case of finding any product nonconformity must notify QPmW, in writing, within ten (15) days of the goods receiving.

QPmW will send the customer an RMA form to fill describing the nature of any nonconformity.

8. Limited Warranty.

Product Warranty is 12 Months after delivery except otherwise agreed.

Before returning the product, the Customer shall fill an RMA that will be approved by QPmW, when receiving the product QPmW will perform a failure analysis to determine the failure cause.

No warranty will apply if:

- (a) The Product has been manipulated or subject to misuse, static discharge, neglect or accident.
- (b) The Customer did not follow the product operation instructions.

In such case:

- (a) The cost of the analysis shall be borne by the customer, not exceeding in any case 20% of the product value.

(a) When possible, QPmW will quote to the Customer the cost to repair the Product.

If QPmW breaches this warranty, Customer's remedy is limited to (at QPmW's election)

- (a) Refund of Customer's purchase price for such Product (without interest),

(b) Repair of such Product,

(a) Replacement of such Product.

Any repair of a Product, covered by the warranty will not expand the guarantee period.



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9. Returns.

QPmW will only accept any product returned from a Customer after approving the RMA form, been the Customer responsible for all return freight charges.

10. Export Control.

Customer certifies that it will be the recipient of the Products to be delivered by QPmW. Customer understands that the associated hardware, software, and/or technical data ("products") listed on their Purchase Order includes items that are governed by the EU Export control system.

Regulation (EC) No 428/2009 (2017 consolidated version) governs the EU's export control regime, which includes:

(a) Common export control rules, including a common set of assessment criteria and common types of authorisations (individual, global and general authorisations)

(a) A common EU list of dual-use items

(b) A 'catch-all clause' for non-listed items which could be used e.g. in connection with a WMD programme

(c) Controls on brokering dual-use items and their transit through the EU

(d) Specific control measures to be introduced by exporters, such as record-keeping and registers

(e) Provisions setting up a network of competent authorities supporting the exchange of information and the consistent implementation and enforcement of controls throughout the EU

In certain cases, EU countries may put extra controls on non-listed dual-use items because of public security or human rights considerations.

In specific cases, additional EU restrictive measures may apply to dual-use exports

Dual-use items may be traded freely within the EU, except for some particularly sensitive items, which transfer within the EU remains subject to prior authorisation (see Annex IV of the Regulation). The regulation contributes to goals of the European Atomic Energy Community (Euratom) with regard to trade in nuclear material and to the peaceful uses of nuclear energy.

The regulation is directly applicable throughout the EU. EU countries nevertheless need to take extra measures for implementing some of its provisions, e.g. enforcement and penalties.

11. Use of Products.

Unless otherwise noted, Products sold by QPmW are not designed, intended or authorized for use in life support, life sustaining, nuclear, or other applications in which the failure of such Products could reasonably be expected to result in personal injury, loss of life or catastrophic property damage. If Customer uses or sells the Products for use in any such applications:

(a) Customer acknowledges that such use or sale is at Customer's sole risk.

(b) Customer agrees that QPmW are not liable, in whole or in part, for any claim or damage arising from such use.

(c) Customer agrees to indemnify, defend and hold QPmW harmless from and against any and all claims, damages, losses, costs, expenses and liabilities arising out of or in connection with such use or sale.

12. Force Majeure.

QPmW is not liable for failure to fulfill its obligations for any accepted Order or for delays in delivery due to causes beyond QPmW's reasonable control including, but not limited to, acts of God, natural or artificial disaster, riot, war, strike, delay by carrier, shortage of Product, acts or omissions of other parties, acts or omissions of civil or military authority, Government priorities, changes in law, material shortages, fire, strikes, floods, epidemics, quarantine restrictions, acts of terrorism, delays in transportation or inability to obtain labor, materials or Products through its regular sources, which shall be considered as an event of force majeure excusing QPmW from performance and barring remedies for non-performance. In an event of force majeure condition, the QPmW's time for performance shall be extended for a period equal to the time lost as a consequence of the force majeure condition without subjecting QPmW to any liability or penalty. QPmW may, at its option, cancel the remaining performance, without any liability or penalty, by giving notice of such cancellation to the Customer.

13. Technical Assistance or Advice.

If technical assistance or advice are offered or given to Customer, such assistance or advice is given free of charge and only as an accommodation to Customer.

QPmW shall not be held liable for the content or Customer's use of such technical assistance or advice nor shall any statement made by any of QPmW's representatives in connection with the Products or Services constitute a representation or warranty, express or implied.

14. Limitations on Damages.

QPmW SHALL NOT BE LIABLE TO BUYER FOR ANY LOST PROFITS OR OTHER ECONOMIC LOSS OF BUYER, OR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT BY QPmW, ANY OBLIGATIONS OF QPmW PURSUANT TO THIS AGREEMENT OR THE FAILURE OF THE GOODS TO PERFORM IN ANY PARTICULAR MANNER.

15. General.

The laws of Spain will exclusively govern any dispute between QPmW and Customer.

(a) Customer may not assign this Agreement without the prior written consent of QPmW. QPmW or its affiliates may perform the obligations under this Agreement.

(a) Products, including software or other intellectual property, are subject to any applicable rights of third parties, such as patents, copyrights and/or user licenses.

16. Ethical code.

(a) QPmW considers the fulfilment of its ethical code to be of the utmost importance and, as a result, has developed an ethical code and published on QPmW's website: <https://www.qpmw.com/tc/ec.pdf>.

(b) The Customer is hereby informed and agrees to abide by this Code of Ethics in all its terms.

(c) The Customer further agrees that this ethical code may be modified by QPmW at any time and will deem itself notified of any change on it by the mere publication of the ethical code new version on QPmW webpage.