

Standard Terms and Conditions of Sale

- 1. Scope & Applicability.** These terms shall apply to all quotations and resultant direct sales to customers both within and outside the United States of America, unless otherwise mutually agreed upon in writing by Maury Microwave, Inc. and subsidiaries ("Maury"). Any modifications to these terms require express written approval.
- 2. Warranty.** Maury provides a limited warranty covering all products for twelve (12) months from the original shipment date. This warranty ensures protection against defects in materials and workmanship under normal use. For full warranty details, including information on extended warranty coverage and out-of-warranty repairs, customers should refer to the official Maury Warranty Policy. Maury, at its sole discretion, will repair or replace defective products or components that have been properly used and maintained. No other warranties, express or implied, are provided. Maury disclaims all liability for consequential or special damages.
- 3. Returns & Refunds.** Maury does not accept returns without a Returned Material Authorization (RMA) number. To obtain an RMA, the customer must contact Maury's customer support before shipping.
- 4. Order Acceptance.** Orders are not binding until formally accepted in writing by an authorized employee of Maury.
- 5. Minimum Order Requirement.** Orders must meet a \$300 net minimum.
- 6. Risk of Loss During Shipment.** Unless otherwise agreed in writing, all sales are EXW Maury Microwave, with the specific location confirmed at the time of order acceptance.
- 7. Payment Terms.** Net payment terms are subject to credit approval and acceptance by Maury. Any orders not paid on terms require payment in full in advance of shipment. Orders above \$50,000 require a 25% deposit at the time of order placement. Orders above \$150,000 require a 50% deposit at the time of order placement. International orders may require additional deposit amounts, payment in full, or securing payments by Letters of Credit or other financial instruments. Interest of 1.5% per month may be applied to overdue balances.
- 8. Export Compliance.** Products purchased under these terms are subject to U.S. export control laws and regulations. The buyer agrees to comply with all applicable U.S. and foreign export restrictions and is responsible for obtaining any necessary export authorization. Maury and its customers will comply with all export control laws and regulations, including but not limited to the Arms Export Control Act (AECA), International Traffic in Arms Regulations (ITAR), Export Administration Regulations (EAR), European and country-specific export regulations, and any other applicable government directives related to export control. This includes obtaining any necessary licenses or permits as required by law. Resellers and buyers agree not to transfer any export-controlled information from the United States (U.S.) to any non-U.S. country, government, or entity without first complying with all applicable requirements of ITAR or EAR, as applicable. Failure to comply with export control regulations may result in order cancellation, penalties, or legal consequences as determined by applicable laws.
- 9. Shipment & Delivery.** Shipments are normally made via the customer-specified carrier at the customer's expense. All freight, insurance, and handling fees are collect. Any duties, taxes, and export charges are the buyer's responsibility. Deliveries are quoted from the date of acceptance of a purchase order, payment, or Letter of Credit. Maury does not accept penalty clauses for late deliveries.
- 10. Order Cancellation & Rescheduling.** Orders cannot be canceled, reduced, or rescheduled without Maury's express written consent. Cancellation requests will be considered at Maury's sole discretion and may be subject to a restocking fee of up to 25%, recovery of costs incurred for work in progress, and charges for special tooling or production setups.
- 11. Confidentiality.** All proprietary information supplied by Maury is considered confidential unless otherwise stated in a separate, written agreement.
- 12. Limitation of Liabilities.** Maury is not responsible for any loss, damage, or delay after goods have been accepted for shipment by the carrier. Maury shall not be liable for special, incidental, or consequential damages, including but not limited to lost profits, downtime, recall costs, or legal expenses. Maximum liability is capped at the total purchase price paid by the buyer.
- 13. Taxes & Duties.** Prices do not include taxes, duties, insurance, freight, or handling charges. All applicable taxes and fees shall be paid by the buyer.
- 14. Patent Indemnity.** In the event of a patent infringement claim, Maury reserves the right to substitute functionally equivalent products or take back the alleged infringing items, refunding the purchase price less reasonable allowance for use.
- 15. Specification Changes.** Maury reserves the right to discontinue or modify product specifications without notice. Maury has no obligation to retrofit previously sold units.
- 16. Governing Law & Dispute Resolution.** This agreement is governed by the laws of the State of California. Disputes shall be resolved through binding arbitration in California, unless otherwise agreed in writing.
- 17. Disclaimer of Warranties.** MAURY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. Maury does not guarantee uninterrupted or error-free operation of its products. Maury is not liable for consequential, incidental, or special damage (e.g., lost data, lost profits, business interruption).
- 18. Entire Agreement.** These terms constitute the entire agreement between Maury and the buyer, superseding all prior discussions or agreements.

By placing an order, the buyer acknowledges and agrees to these terms.