

General Terms of Sales and Delivery (Version No.: 19102017)

PURCHASE AND/OR USE OF THIS PRODUCT SHALL CONSTITUTE ACKNOWLEDGMENT AND ACCEPTANCE OF THESE TERMS AND CONDITIONS.

1. Applicability and Sole Remedy

1.1 The General Terms of Sales and Delivery form part of any quotation given by RTX for the sale of its products and shall, unless otherwise agreed in writing by RTX, apply to any sale entered into by and between RTX and you ("the Buyer"). If the Buyer chooses not to use the Product purchased pursuant to these terms and conditions, he/she must contact RTX within fourteen (14) days of receipt to arrange the conditions of a return. To receive a full refund, the Product must be returned to RTX unused, unopened and in good condition. The Product shall be returned to RTX at the Buyer's expense.

1.2. These General Terms of Sales and Delivery set forth the complete and entire agreement of the parties and cover all sales and deliveries from RTX to the Buyer. They exclude completely any additional or changed terms, including any type of rules or conditions or standard purchase or order terms, which the Buyer implies the use of on orders, order confirmations or similar documents.

1.3 The remedies set out herein shall be the Buyer's sole and exclusive remedies and RTX's sole and exclusive remedy in respect of the Products and the agreement between the parties.

2. Products

2.1 The words "Product" and "Products" in this context refers to any kind of product or service that RTX delivers to the Buyer.

3. Quotation

3.1 All quotations are valid for a period of thirty (30) days, unless otherwise stated in the quotation.

4. Payment

4.1 All payments from the Buyer for the Products shall occur within thirty (30) days after shipment of the Products and the issue date of the respective proper invoice, unless otherwise stated in the order confirmation.

4.2 In the event of overdue payment, RTX shall be entitled to charge interest of 2% per month.

4.3 Buyer is obligated, when making international payments, to pay at least their own bank's wire transfer fees. RTX furthermore does not accept checks as payment.

5. Change or Cancellation of Order

5.1 Any request for change of delivery time or cancellation of parts of or the entire order is not valid unless accepted in writing by RTX. The Buyer shall pay to RTX any costs, losses or damages suffered because of a breach of this clause.

5.2 If and when a change or cancellation of an order is accepted, then RTX reserves the right to add a fee for reception of change or cancellation of the order.

6. Right of Property

6.1 RTX shall own the Products until the total invoice hereof has been paid.

7. Delivery

7.1 All deliveries from RTX are according to the (ICC) Incoterms 2010 rules EXW (ex-works) Noerresundby, Denmark unless otherwise stated in the order confirmation.

8. Inspection

8.1 The Buyer is obliged to inspect, examine, and test the Products after delivery. If the Products do not comply with RTX specifications, then the Buyer must immediately, and no later than fourteen (14) days after delivery, send a written claim to RTX. Otherwise the delivery will be deemed accepted by the Buyer.

9. Defects and Limited Warranty and Liability

9.1 For a period of one (1) year after the product has been placed into use by the Buyer, however in no event later than fifteen (15) months after the delivery of the product to the Buyer (the "Warranty Period"), RTX warrants that each product shall be (i) of good quality and free of material defects, and (ii) function in accordance with the specifications referenced in the Product Manual or Insert (the "Limited Warranty").

9.2 If the Product fails to meet the Limited Warranty during the warranty period, then as Buyer's sole and exclusive remedy, RTX shall either (i) repair or replace the Product, or (ii) refund the then-current value of the Product at the time a claim for warranty service is made to RTX under this Limited Warranty, at RTX's sole discretion.

9.3 Except for the Limited Warranty, RTX disclaims any and all warranties, express or implied, including but not limited to, any warranty of merchantability, fitness for a particular purpose and non-infringement regarding the Product.

9.4 Any warranty claims by Buyer pursuant to the Limited Warranty shall be made in writing within the Warranty Period. Products shall be returned to RTX for repair or replacement under the Limited Warranty at the Buyer's expense. Products repaired or replaced under the Limited Warranty shall be returned to the Buyer at RTX's expense.

9.5 All Products repaired or replaced by RTX under the Limited Warranty shall be guaranteed for a period of six (6) months from the date of return shipment to the Buyer or the remainder of the original Warranty Period, whichever is longer.

9.6 This Limited Warranty does NOT cover (i) any costs associated with the repair or replacement of the Product including labor, installation, or other costs incurred by Buyer, and in particular, any costs relating to the removal or replacement of any Product that is soldered or otherwise permanently affixed to a printed circuit board (ii) nor any other loss suffered by Buyer, including any claims from third parties.

9.7 The Limited Warranty herein shall not apply if the Buyer, or any individual receiving the Product from the Buyer, has subjected the Product to physical abuse, misuse, abnormal use, use inconsistent with the Product Manual or Insert, fraud, tampering,

modification, unusual physical stress, negligence, improper storage, or transportation conditions, improper installation, repair or maintenance, normal wear and tear, or damage to the Product due to external causes including accidents.

9.8 RTX shall in no event nor for any cause whatsoever, including under contract, in tort, damages, product liability, third party claims or otherwise (i) be liable for any indirect, incidental, or consequential damages, including damages for loss of profit, loss of revenues, loss of use, loss of production, downtime costs, delays, and claims of customers of the Buyer, nor (ii) be liable for any amount exceeding the amount paid by the Buyer for the Products. RTX disclaims all other liabilities and warranties.

9.9 This clause, 9, shall apply to the extent that it is not in conflict with mandatory applicable law.

10. Intellectual Property Rights

10.1 The Buyer acknowledges that RTX trademarks, trade names, logos, copyrights, patents and other intellectual property rights, used in conjunction with the Product, including hardware and software, and all documentation and manuals relating thereto shall be and remain the sole property of RTX.

10.2 The Buyer shall have the right to use the Products for their intended purpose as described in the product manual.

11. Export Compliance

11.1 This product could be subject to restrictions concerning the export of products or technical information. The Buyer agrees, that it will not export, directly or indirectly, any technical information acquired from RTX or any products using such technical information to a location or in a manner that at the time of export requires an export license or other governmental approval, without first obtaining the written consent to do so from the appropriate agency or other governmental entity in accordance with applicable law.

12. Force Majeure

12.1 RTX shall under no circumstances be liable, held responsible, or considered to have failed in its obligations for circumstances such as destruction, damage, delay or any other matter of any nature whatsoever arising out of force majeure, including war, rebellion, civil commotion, strikes, industrial disputes, fire, explosion, earthquakes, acts of God, or requisitioning or other act or order by any government department, council or other constituted body.

13. Governing Law

13.1 Any dispute arising between RTX and the Buyer shall be settled by arbitration in Copenhagen, Denmark in accordance with Danish law.