



ROHDE & SCHWARZ

General Conditions for Deliveries and Services

for Use in Transactions with Business Customers

March 2024

1. GENERAL

The quotation is subject to these Conditions only. Any conditions of the Customer which are in conflict with these Conditions are not binding unless they have been confirmed by Rohde & Schwarz Finland Oy ("RSFIN") in writing.

2. PRICES

Prices for Deliveries are CIP to the main premises of the Customer within Finland, as indicated in the quotation, according to INCOTERMS 2020, ICC Publication Section 723. The prices quoted are net prices in Euro (€) including standard commercial packing. Prices exclude any sales, value added or similar tax and exclude any customs, charges, duties as well as any consular or legalization fees.

3. TRANSFER OF RISK / RESERVATION OF TITLE

The risk shall pass to the Customer in accordance with the agreed INCOTERMS. Title to the Deliveries is retained by RSFIN until full payment.

4. TERMS OF PAYMENT

All payments shall be made to RSFIN within fourteen (14) calendar days from the invoice date without any deductions. For orders above € 50,000 net, a down-payment of thirty percent (30%) plus proportionate VAT shall be made upon placing of the order. RSFIN shall not be obliged to pay any interest on the down-payment. RSFIN reserves the right to demand further security for payment and/or advance payments.

5. PERIODS OF DELIVERIES

Compliance by RSFIN with the periods for Deliveries requires that all obligations of the Customer are fulfilled properly and in due time, in particular, that all documents, approvals and releases to be furnished by the Customer are received by RSFIN in time, and that such other obligations are satisfied which are required for the Deliveries by RSFIN to be carried out properly and in due time. If such requirements are not satisfied in time, the periods shall be extended accordingly, plus a reasonable restart period. If non-compliance with the periods for Deliveries and/or Services is due to force majeure, the periods will be extended accordingly, plus a reasonable restart period. The events of force majeure shall include any sovereign acts, such as, but not limited to, the refusal of a required governmental approval in spite of an application having been properly filed, transport restrictions and restrictions of energy consumption, but also general shortage of raw materials and common supplies as well as other reasons, such as non-delivery or late delivery by suppliers, beyond the control of RSFIN.

If RSFIN is in delay, the Customer can claim, from the third week of delay, liquidated damages to the amount of 0.5% for each full week of delay up to a total of 5% of the value of the delayed part of the delivery. In case the delay exceeds 12 weeks the Customer has the right to withdraw from the contract. Any further claims due to delayed delivery shall be excluded. If the Customer is in delay with payment RSFIN reserves any rights, including the right to charge interest.

6. SOFTWARE

RSFIN grants the Customer the non-exclusive right to use the contractual computer programs and associated documentation jointly ("Software") exclusively for the operation of the hardware intended or supplied therefore. The right to use is limited to the agreed period of time; in the absence of such agreement, the right to use shall be unlimited in time. The Software will solely be provided in machine-readable format (object code) and without source code and source-code documentation. The Customer shall in particular not be entitled to modify, decompile, disassemble or otherwise reverse engineer the Software in whole or in part unless stipulated otherwise by mandatory law. The Software may only be copied for archiving purposes or if it is required for its intended use. The Software and the right to use the Software may not be sublicensed and may only be transferred, leased or lent to a third party together with the according hardware; in such a case the Customer undertakes to impose the above obligations on the third party. RSFIN may also deliver third party programs (including, but not limited to open source programs) to the Customer; in this event the respective third party license terms which will be made available by RSFIN shall take precedence over this Section 6 as far as the third party programs are concerned.

7. WARRANTY

RSFIN warrants that the Deliveries are free of defects in materials and workmanship and conform to agreed specifications. RSFIN shall, at its option and free of charge, remedy any defects within 12 months from delivery (the "Warranty Period") if the cause of the defect was present at the time of the transfer of risk. The Customer shall immediately give detailed written notice of any defects to RSFIN. RSFIN shall not be responsible for defects in case of minor deviations from the agreed specifications, misuse, neglect, accident or abnormal condition of operation or in case of modifications or repair carried out by the Customer or by third parties. Software shall be considered to be defective only if there are reproducible deviations from the specifications. Should RSFIN fail to remedy the defect within a reasonable period of time, the Customer can withdraw from the contract or reduce the agreed remuneration. Further claims are excluded.

8. INTELLECTUAL PROPERTY RIGHTS

The delivery shall be free of defects of title such as third-party industrial property rights and copyrights (hereinafter "Property Rights") in the country of the place of delivery. Within the warranty Period RSFIN shall, at its option and cost, either obtain a right to use the delivery items concerned, or modify them to prevent an infringement of Property Rights, or replace them. If this is not possible for RSFIN under reasonable conditions, the Customer shall have the right to withdraw from the contract or reduce the agreed remuneration. The above obligations of RSFIN shall only be in force on condition that: (i) the Customer immediately informs RSFIN in writing about any claims asserted by third parties, (ii) the Customer does not acknowledge any infringements, and (iii) the right of RSFIN to conduct any defense measures or settlement negotiations shall remain unaffected. Further claims are excluded.

9. LIABILITY

RSFIN shall be liable without limitation for damage caused with intent and in case of culpable damage to life, body or health. The liability under the mandatory provisions of product liability law applicable from time to time shall remain unaffected. Otherwise, the liability of RSFIN towards the Customer, no matter on what legal ground, including delay, shall be limited in aggregate to an amount equal to fifteen percent (15%) of the agreed remuneration. RSFIN shall not be liable for financial loss or consequential damages, for loss of profit, loss of production, interruption of business, contractual claims of third parties, lost usage, financing expenditure, interest loss and claims under a covering purchase as well as for loss of data, information and programs as a result of a software error. Subject to the liability by mandatory law the limitation period for any liability claims shall be twelve (12) months from accrual and knowledge, or grossly negligent lack of knowledge, of the Customer. Any further liability of RSFIN shall be excluded.

10. No Re-Export to Russia

10.1 The Customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with the agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.

10.2 The Customer shall undertake its best efforts to ensure that the purpose of Section 10.1 is not frustrated by any third parties further down the commercial chain, including by possible resellers.

10.3 The Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of Section 10.1.

10.4 Any violation of Sections 10.1, 10.2 or 10.3 shall constitute a material breach of an essential element of the agreement, and RSFIN shall be entitled to seek appropriate remedies, including, but not limited to:

10.4.1 termination or rescission of the agreement; and

10.4.2 a penalty of fifteen percent (15 %) of the total value of the agreement or price of the goods exported, whichever is higher.

10.5 The Customer shall immediately inform RSFIN by email to trade-compliance@rohde-schwarz.com about any problems in applying Sections 10.1, 10.2 or 10.3, including any relevant activities by third parties that could frustrate the purpose of Section 10.1. The Customer shall make available to RSFIN information concerning compliance with the obligations under Sections 10.1, 10.2 or 10.3 within two (2) weeks of the simple request of such information.

11. APPLICABLE LAW / JURISDICTION

All contractual relations between the parties shall be governed exclusively by Finnish law. The application of the UN Convention for the International Sales of Goods (CISG) shall be excluded. The courts of Helsinki shall have exclusive jurisdiction.

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