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Terms and Conditions of Sale

REV 3 · 15 OCTOBER 2026

1. Definitions

1.1 In these Conditions:

- **"Seller"** means Synzen Precision Technology Limited (星承精密科技有限公司), Unified Business Number 82967824, registered office 9F, No. 34, Lane 513, Ruiguang Road, Neihu District, Taipei City 114687, Taiwan.
- **"Buyer"** means the person or company that accepts the Seller's quotation or whose order is accepted by the Seller.
- **"Goods"** means the products, including antennas, cable assemblies, components and samples, that the Seller supplies under a Contract.
- **"Services"** means engineering, design, testing, tuning and certification support services, including antenna optimization services (AOS), that the Seller agrees in Writing to provide.
- **"Contract"** means each contract for the sale of Goods and/or Services formed under clause 3.
- **"Conditions"** means these terms and conditions of sale.
- **"Writing"** includes letter and email.

1.2 Headings are for convenience only and do not affect interpretation. A reference to a law includes that law as amended or replaced.

2. Basis of contract

2.1 Every quotation, order acknowledgment, delivery and sale by the Seller is subject only to these Conditions and the Seller's quotation. They apply to the exclusion of any other terms, including terms in the Buyer's purchase order, supplier manual, supplier portal, framework agreement, quality agreement or any other document of the Buyer.

2.2 None of the following means the Seller accepts the Buyer's terms: acknowledging or fulfilling a purchase order; registering on or using the Buyer's supplier portal; clicking to accept terms in any online system; or delivering Goods.

2.3 These Conditions may be varied only by a written agreement signed by an authorized representative of the Seller that expressly refers to and overrides these Conditions.

2.4 Where the Seller and the Buyer have signed a separate supply agreement or non-disclosure agreement, that agreement prevails over these Conditions to the extent of any conflict. If a quotation conflicts with these Conditions, the quotation prevails.

2.5 No statement, advice or recommendation by the Seller's employees or agents about the Goods, their storage, application or use forms part of a Contract unless the Seller confirms it in Writing. The Buyer acts on unconfirmed advice at its own risk.

2.6 The Seller may correct typographical, clerical or other errors in any quotation, price list, acknowledgment, invoice or other document without liability.

3. Orders, cancellation and rescheduling

3.1 A Contract is formed only when the Seller confirms the Buyer's order in Writing, or when the Seller ships the Goods, whichever is earlier.

3.2 The Buyer is responsible for the accuracy of its order, including part numbers, quantities and any specification, and for giving the Seller the information it needs in good time.

3.3 The quantity, description and specification of the Goods are those in the Seller's quotation and the Seller's current datasheet. Dimensions, drawings and performance data in catalogs, datasheets and websites are typical values and are not warranties unless the Contract expressly says so.

3.4 Accepted orders are non-cancelable and non-returnable (NCNR), unless the Seller agrees otherwise in Writing. If the Seller agrees to a cancellation, the Buyer shall pay for all finished Goods, work in progress, materials purchased and costs incurred.

3.5 The Buyer may reschedule each order line once for standard Goods, by written request received at least 6 weeks before the confirmed ship date. Custom or non-standard Goods may not be rescheduled without the Seller's written agreement.

3.6 All Goods on an order must be taken within 12 months of the order date. The Seller may invoice for, and ship, any Goods not taken by that date.

3.7 Where Goods are made to the Buyer's design or specification, the Buyer shall indemnify the Seller against any claim that the design or specification infringes the intellectual property rights of a third party.

4. Prices and taxes

4.1 Prices are in US dollars, as stated in the Seller's quotation. Quotations are valid for 30 days unless they state a different validity period.

4.2 Unless the quotation states otherwise, prices are EXW (Incoterms 2020) the Seller's premises in Taipei and exclude freight, insurance, packing beyond the Seller's standard packing, and installation.

4.3 Prices exclude all taxes, duties, tariffs and similar charges. The Buyer shall pay these in addition, except taxes on the Seller's income.

4.4 For orders with delivery dates beyond the Seller's standard lead time, the Seller may adjust prices to reflect changes in raw material, component, currency or freight costs at the time of shipment, by notice before shipment.

4.5 Payments by credit card carry a surcharge of 2%.

5. Payment

5.1 Unless the quotation or invoice states otherwise, payment is due in full within 30 days of the invoice date, by bank transfer in US dollars to the account stated on the Seller's invoice. The invoice date governs regardless of delivery mode or Incoterm. Time of payment is of the essence.

5.2 The Seller may require payment in advance, or other security, for new accounts and for any Buyer whose credit the Seller has not approved. Bank acceptance drafts, bills of exchange and extended payment terms are not accepted unless agreed in Writing by the Seller.

5.3 The Buyer shall pay all bank charges on its side so that the Seller receives the full invoiced amount.

5.4 The Buyer may not withhold, deduct or set off any amount, including any claimed penalty, chargeback or liquidated damages, against an invoice.

5.5 If the Buyer does not pay on time, the Seller may, without affecting its other rights: (a) charge interest on the overdue amount at 1% per month, or the maximum rate permitted by law if lower, from the due date until payment; (b) suspend deliveries and any open orders; (c) declare all other unpaid invoices immediately due; and (d) recover its reasonable costs of collection, including legal fees.

6. Delivery, inspection and returns

6.1 Delivery is EXW (Incoterms 2020) the Seller's premises in Taipei unless the quotation states another Incoterm. If the Seller arranges carriage at the Buyer's request, it does so as the Buyer's agent and at the Buyer's cost and risk.

6.2 Delivery dates and lead times are estimates. The Seller will use reasonable efforts to meet them but is not liable for late delivery, and the Buyer may not cancel or claim any penalty or damages for delay. The Seller may deliver early on reasonable notice and may deliver in installments, each invoiced separately as a separate Contract.

6.3 Goods are supplied in the Seller's standard packaging. Reeled SMD Goods are vacuum sealed in a moisture barrier bag with desiccant and a humidity indicator card. The Seller will label packages with the Buyer's required label format where agreed in Writing.

6.4 The Buyer shall inspect the Goods on receipt and notify the Seller in Writing of any shortage, visible damage or nonconformity with the order within 7 days of delivery, with photographs and part numbers. Visibly damaged packaging must be noted on the carrier's delivery receipt. Goods not rejected within that period are deemed accepted, subject only to the warranty in clause 8.

6.5 If the Buyer fails to take delivery, the Seller may store the Goods at the Buyer's cost and risk and invoice them as delivered.

6.6 No Goods may be returned without a Return Material Authorization (RMA) number. To request one, email rma@synzen.com.tw with the order number, part numbers, quantities, a description of the problem and photographs. The Seller will respond within 2 business days. Authorized returns must be shipped freight prepaid, in suitable protective packaging with the RMA number on the outside, within 30 days of the RMA being issued. Unauthorized or freight collect returns will be refused or returned at the Buyer's cost.

7. Risk and title

7.1 Risk of loss or damage passes to the Buyer on delivery under the applicable Incoterm, or when the Seller tenders delivery if the Buyer fails to take it.

7.2 Title to the Goods remains with the Seller until the Seller has received payment in full for them and for all other overdue amounts owed by the Buyer.

7.3 Until title passes, the Buyer shall store the Goods so they can be identified as the Seller's property

and keep them insured. The Buyer may use the Goods, or resell them, in the ordinary course of business, but this right ends automatically if the Buyer fails to pay any amount when due or becomes subject to an insolvency event under clause 15.

7.4 If the Buyer's right to use or resell the Goods ends, the Seller may require the Buyer to return any Goods not yet paid for, and the Buyer shall allow the Seller access to recover them. The Seller may still sue for the price even though title has not passed.

8. Warranty

8.1 The Seller warrants that, for 12 months from delivery, the Goods will conform to the Seller's datasheet for those Goods and be free from defects in materials and workmanship.

8.2 Antenna performance depends on the host device, its ground plane, enclosure, matching circuit and placement. Datasheet performance is measured on the Seller's reference or evaluation board. The Seller does not warrant performance in the Buyer's product, or that the Buyer's product will pass any certification or network approval, unless the Seller has agreed this in Writing as part of Services.

8.3 The warranty does not cover defects caused by: the Buyer's design, drawing or specification; storage, handling, soldering or assembly outside the Seller's datasheet or recommendations; fair wear and tear, misuse, negligence or accident; modification or repair not approved by the Seller; or parts not supplied by the Seller. The warranty does not apply to Goods not paid for in full.

8.4 The Buyer must notify a warranty claim in Writing within 30 days of discovering the defect, and in any case within the warranty period, with the part number, lot or date code, quantity and a description of the defect. The Seller must be given a reasonable opportunity to inspect and test the Goods, and the Buyer shall return samples on request under clause 6.6.

8.5 For a valid warranty claim, the Seller will, at its option, replace the Goods, repair them, or credit or refund the price paid for the defective Goods. This is the Buyer's sole remedy for defective Goods.

8.6 Services are warranted to be performed with reasonable skill and care. Test reports and recommendations reflect the samples and conditions tested.

8.7 All other warranties and conditions, express or implied, including merchantability and fitness for a particular purpose, are excluded to the extent permitted by law.

9. Limitation of liability

9.1 Nothing in these Conditions limits liability for death or personal injury caused by negligence, for fraud, or any other liability that cannot be limited by law.

9.2 Subject to clause 9.1, the Seller is not liable for any indirect, incidental, special or consequential loss, or for any loss of profit, revenue, production, business, goodwill or data, or for the cost of recall, rework, line stoppage, labor or replacement of the Buyer's products, however arising.

9.3 Subject to clauses 9.1 and 9.4, the Seller's total liability arising out of or in connection with any Contract, whether in contract, tort (including negligence) or otherwise, is limited to the price paid by the Buyer for the Goods or Services giving rise to the claim.

9.4 For claims for physical damage to property or personal injury caused by a defect in the Goods, the Seller's total liability is limited to the amount recoverable under the Seller's products liability insurance, currently USD 2,000,000 per occurrence and in aggregate per year.

9.5 The Seller does not accept fines, penalties, liquidated damages, chargebacks or quality deduction schemes of any kind, whether set out in the Buyer's documents, supplier manuals or systems, unless agreed in a written agreement signed under clause 2.3.

10. Intellectual property

10.1 All intellectual property rights in the Goods, their designs, drawings, datasheets, simulation and test data, matching networks, reference designs and reports remain with the Seller. A sale of Goods grants no license other than to use and resell those Goods. Payment for Services does not transfer intellectual property unless agreed in Writing.

10.2 The Buyer shall not reverse engineer, copy or have copied the Goods or their designs, or use the Seller's documents to make or source equivalent products from third parties.

10.3 If a third party claims that standard Goods, as supplied, infringe its patent, copyright or trademark, the Seller will defend the Buyer at the Seller's cost, provided the Buyer notifies the Seller promptly in Writing, gives the Seller sole control of the defense and settlement, and gives reasonable assistance. The Seller may procure the right for the Buyer to continue using the Goods, modify or replace them, or refund their price. This clause does not apply to claims arising from the Buyer's design or specification, or from combining the Goods with other products, and is subject to clause 9.

11. Confidentiality

11.1 The Buyer shall keep confidential all non-public information received from the Seller, including prices, quotations, designs, test reports, supplier and manufacturing information, and shall use it only to purchase and use the Goods and Services. This obligation continues for 5 years after the last Contract.

11.2 The Buyer shall not disclose the Seller's prices or quotations to any third party, other than its own customer for whom the Goods are purchased.

11.3 Where a signed non-disclosure agreement exists between the parties, it applies in addition to this clause and prevails if they conflict.

12. Product changes, end of life and branding

12.1 The Seller may change materials, processes, suppliers or manufacturing locations without notice where the change does not affect the form, fit, function or datasheet performance of the Goods.

12.2 The Seller will give the Buyer at least 90 days' written notice of any change that affects the form, fit, function or datasheet performance of the Goods.

12.3 The Seller will give at least 12 months' written notice before discontinuing standard Goods, with an opportunity to place a last time buy.

12.4 The Seller may update its brand name, logo, product marking, labels and packaging at any time by giving the Buyer at least 30 days' written notice. Such changes are not a change to the Goods and do not require the Buyer's approval.

12.5 The Seller may change the specification of the Goods where needed to comply with applicable law or regulation.

13. Compliance, audits and export control

13.1 The Seller will provide, on request, its declarations of compliance for the Goods, such as RoHS, REACH, halogen free, PFOS and conflict minerals (CMRT/EMRT), based on chemical analysis and/or its suppliers' declarations.

13.2 The Seller operates an ISO 9001 certified quality management system. The Seller does not permit on-site audits of its premises, manufacturing partners or suppliers unless agreed in Writing. Supplier qualification is supported by certificates, declarations, certificates of conformity and test reports.

13.3 The Seller does not disclose the identity of its manufacturing partners or suppliers.

13.4 The Buyer is responsible for the regulatory approval and certification of its own products, and for complying with import laws and paying duties in the country of destination.

13.5 The Buyer shall comply with all applicable export control and sanctions laws, and shall not export, re-export or transfer the Goods in breach of them. The Seller may refuse or suspend any order that it reasonably believes would breach such laws, without liability.

13.6 Each party shall comply with applicable anti-bribery and anti-corruption laws.

13.7 The Seller maintains worldwide products liability insurance and will provide a certificate of insurance on request.

14. Force majeure

14.1 The Seller is not liable for any delay or failure to perform caused by events beyond its reasonable control, including natural disasters, typhoon, earthquake, fire, flood, epidemic or pandemic, war, terrorism, civil unrest, government action, sanctions, export or import restrictions, labor disputes, shortages of materials, components or transport, power or network failure, and failure or delay of the Seller's suppliers or carriers.

14.2 The Seller's time to perform is extended for the duration of the event. If the event continues for more than 90 days, either party may cancel the affected undelivered part of the Contract by written notice, without liability, and the Buyer shall pay for Goods already delivered.

15. Suspension and termination

15.1 The Seller may suspend deliveries, or cancel any undelivered part of a Contract by written notice without liability, if the Buyer: (a) fails to pay any amount when due; (b) materially breaches these Conditions; or (c) becomes insolvent, enters into any arrangement with its creditors, has a receiver, administrator or liquidator appointed, ceases or threatens to cease business, or suffers any equivalent event in any jurisdiction.

15.2 On any such suspension or cancellation, all amounts owed by the Buyer become immediately due, and the Buyer shall pay for Goods delivered and work performed, together with the costs of materials and work in progress for its orders.

16. General

16.1 Each Contract is governed by the laws of Taiwan (Republic of China). The United Nations Convention on Contracts for the International Sale of Goods does not apply.

16.2 The parties shall first try to resolve any dispute through good faith negotiation between their senior management. Any dispute not resolved within 30 days shall be finally settled by arbitration in Taipei under the arbitration rules of the Chinese Arbitration Association, Taipei, by a single arbitrator, in English. The award is final and binding. The Seller may also bring proceedings to recover unpaid amounts, or seek urgent relief, in any court with jurisdiction over the Buyer.

16.3 Notices must be in Writing and sent to the other party's registered office or the email address it has notified for this purpose.

16.4 A failure or delay by the Seller to enforce any right is not a waiver of it.

16.5 If any provision of these Conditions is found invalid or unenforceable, the remaining provisions continue in full force.

16.6 The Buyer may not assign or transfer any Contract without the Seller's written consent.

16.7 These Conditions are written in English. If they are translated, the English version prevails.

16.8 These Conditions, Rev 3, dated 15 October 2026, apply to all quotations and orders from the date they are published on the Seller's website, and replace all earlier versions.