



RF IDEAS, INC.

## GENERAL WARRANTY POLICY

EFFECTIVE DATE August 1<sup>st</sup>, 2025

This **rf IDEAS**, Inc. ("rf IDEAS") General Warranty Policy sets forth the performance and legal warranty terms governing all rf IDEAS Product(s), sold pursuant to the rf IDEAS General Sales Policy which is available at our website (<https://www.rfideas.com/about-us/policies>), and incorporated by reference. Capitalized but undefined terms shall have the meaning ascribed thereto in the General Sales Policy.

**rf IDEAS RESERVES THE RIGHT TO AMEND ITS GENERAL WARRANTY POLICY FROM TIME TO TIME BY POSTING ANY SUCH AMENDMENT ON ITS WEBSITE FOUND AT <https://www.rfideas.com/about-us/policies> ANY SUCH AMENDMENT WILL TAKE EFFECT ONCE SUCH AMENDED TERMS HAVE BEEN POSTED, AND SHALL THEREAFTER APPLY TO ALL ORDERS RECEIVED FROM YOU THEREAFTER.**

**A. General Warranty.** rf IDEAS warrants each of its Products to be free from defects in materials and assembly in the course of normal use and service from the date of shipment by rf IDEAS or an authorized rf IDEAS dealer to YOU, the original end-user of the Product, for the period of time specified in this General Warranty Policy or other rf IDEAS documentation associated with the Product. rf IDEAS makes no warranty as to the design, capability, capacity or suitability of any of its hardware, supplies, or software. Both rf IDEAS firmware and software is licensed on an "as is" basis without warranty, YOU shall be solely responsible for the selection, use, efficiency and suitability of rf IDEAS products. rf IDEAS warrants the WAVE ID® SP and SP Plus products for a period of five (5) years and all other WAVE ID products, converters, and switches for a period of two (2) years to be free from defects in materials and assembly in the course of normal use and service from the date of shipment by rf IDEAS or an authorized rf IDEAS dealer to YOU, the original end-user of the Product whereas all other products include a ninety (90) day warranty. Any hardware products or components that are not manufactured by rf IDEAS, media on which non- rf IDEAS software is distributed to YOU, or any of the foregoing for which rf IDEAS is a re-seller are not Products under this General Warranty Policy or the General Sales Policy and will be covered under the specific warranty provided by the applicable vendor, manufacturer or distributor. No dealer, distributor, re-seller, company or person has been authorized to change or add to the terms of this General Warranty Policy, and rf IDEAS will not be bound by any representation or covenant to the contrary. Products are intended for consumer applications and are not suitable for use in biological hazard applications, nuclear control applications, radioactive areas, or any applications that provide life support or any critical function necessary for the support or protection of life, property or business interests, unless expressly set forth herein or in applicable Product documentation. YOU assume all responsibility and liability for the use of any Product in any of the foregoing applications.

**B. Exclusive Product Warranty Remedy.** YOUR sole and exclusive remedies for Product warranty claims pursuant to this General Warranty Policy are as follows:

1. For all Products that rf IDEAS determines to be defective and not abused, misused, repaired or modified, rf IDEAS will, in its sole discretion, (i) repair the defective Product without charge; (ii) replace the defective Product with a new or refurbished Product (replacement Product being of similar model or functionality); or (iii) provide to YOU a credit towards YOUR

future purchase of product from **rf IDEAS** in the amount of the price paid by YOU for the defective product (excluding local taxes and levies).

2. To return a defective Product which is under warranty to **rf IDEAS**, YOU must:

a. Inform **rf IDEAS** Customer Service that YOU have a Product that YOU believe to be defective within the warranty term.

b. Provide **rf IDEAS** Customer Service or Technical Support, as specified in the associated Product documentation, with the following:

(i) The model number and serial number of the Product claimed to be defective.

(ii) A description of the Product defect.

c. **rf IDEAS** will issue an RMA number to YOU. No RMA number will be issued to YOU if the applicable warranty period for the defective Product has expired.

d. YOU must return the defective Product to **rf IDEAS** with the RMA number clearly marked on the package. Shipment of the defective Product must be made within the timeframe specified on **rf IDEAS**' RMA notice or within thirty (30) calendar days from **rf IDEAS**' issuance of the applicable RMA number, whichever period is longer. Any package returned to **rf IDEAS** without an RMA number or shipped outside of the applicable RMA timeframe will be refused and shipped back to YOU at YOUR expense. A new RMA number must be obtained for any defective Product returned to YOU due to failure to adhere to this process. The defective Product must be returned to **rf IDEAS** in a testable condition (e.g., wiring cable must be left attached, credentials cannot be cut in half, etc.) otherwise the warranty is invalidated.

e. Upon **rf IDEAS**' receipt of the defective Product from YOU, **rf IDEAS** will evaluate the defective Product to determine whether it is covered under **rf IDEAS**' warranty. If **rf IDEAS** determines the Product is covered under its warranty, **rf IDEAS** will take the corrective warranty action described in this Section B, depending on the type of Product. YOU agree to pay **rf IDEAS** a minimum per unit charge of U.S.\$65.00 for each Product evaluated by **rf IDEAS** and determined not to be defective. All defective Products which are returned to **rf IDEAS** and not returned to YOU will become the property and possession of **rf IDEAS**.

f. Evaluation of Out of Warranty Products. Upon YOUR request, **rf IDEAS** may evaluate Product(s) which are not under warranty. At **rf IDEAS** sole discretion, a minimum per unit charge of U.S. \$65.00 will be applied to each Product evaluated for the labor required in the evaluation.

g. Non-Warranty Repair Charges. At **rf IDEAS** sole discretion, may agree to repair certain Products which are out of warranty. Service rates and charges shall be applied.

C. Warranty Exclusions. Any implied warranty, including any implied warranty of merchantability, or warranty of fitness for a particular purpose, is limited in duration to the applicable warranty period as provided herein. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you.

Solely for purposes of clarity, **rf IDEAS** provides the below non-exhaustive listing of items excluded from warranty coverage:

- Ancillary equipment not furnished by **rf IDEAS** which is attached to or used in conjunction with a Product.
- Product which is used with any ancillary equipment that is not furnished by **rf IDEAS**.
- Reader Modules embedded into other products.
- Tags/Inserts embedded into other products.
- Damage to the Product caused by neglect, improper handling, preparation, or installation of the Product.
- Misused Product.
- Product which is used other than for consumer applications.
- Product which is used in biological hazard applications, nuclear control applications, radioactive areas or any applications that provide life-support or any critical function necessary for the support or protection of life, property or business interests.
- Storage and Operation under environmental conditions outside of **rf IDEAS** specification limits.
- Unauthorized service or modification by any third party.
- Improper packaging, shipping or handling.

THIS WARRANTY DOES NOT COVER ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGE, INCLUDING BUT NOT LIMITED TO ECONOMIC LOSS, LOST PROFITS, OR LOST EARNINGS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGE, SO THIS LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION-TO-JURISDICTION.

D. Warranty Disclaimer. THIS GENERAL WARRANTY POLICY SETS FORTH THE FULL EXTENT OF RF IDEAS' WARRANTY RESPONSIBILITY. REPAIR, REPLACEMENT, OR CREDIT IN THE AMOUNT OF THE PURCHASE PRICE PAID FOR THE APPLICABLE DEFECTIVE PRODUCT, AT RF IDEAS' SOLE DISCRETION AS INDICATED ABOVE, IS THE EXCLUSIVE REMEDY. THIS WARRANTY IS PROVIDED IN LIEU OF ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES. ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, ARE SPECIFICALLY EXCLUDED.

E. Limitation of Liability. **rf IDEAS'** AGGREGATE LIABILITY IN DAMAGES OR OTHERWISE FOR ANY AND ALL CAUSES SHALL NOT EXCEED THE TOTAL AMOUNTS PAID TO **rf IDEAS** BY YOU FOR A DEFECTIVE PRODUCT. IN NO EVENT WILL **rf IDEAS** BE LIABLE FOR ANY

SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR OTHER INDIRECT LOSSES OR DAMAGES, HOWEVER CAUSED, WHETHER FORESEEABLE OR NOT, AND EVEN IF ADVISED OF THE POSSIBILITY THEREOF. THESE LIMITATIONS WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER CONTRACT, TORT, STRICT LIABILITY, INDEMNIFICATION, OR OTHERWISE, AND NOTWITHSTANDING FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

**F. Indemnification.** Subject to the terms and conditions of this Agreement, YOU (as "Indemnifying Party") shall indemnify, defend, and hold harmless **rf IDEAS** and its officers, directors, employees, agents, Affiliates, successors, and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees, and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, incurred by Indemnified Party (collectively, "Losses"), arising out of or resulting from any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature (collectively, "Claim") by a third party.

**G. Choice of Law.** This Agreement, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the Laws of any jurisdiction other than those of the State of Delaware. Each Party hereby agrees to the exclusive jurisdiction of the courts of the State of Delaware sitting in New Castle County.

**H. Performance.** **rf IDEAS** will perform to the best of its insight and ability and with due skill, based on the information within **rf IDEAS** control. If and insofar as the proper performance of the Policy requires such, **rf IDEAS** has the right without further notice to have specific activities be carried out by third parties.

1. **rf IDEAS** has the right to suspend the performance of the Policy and/or to charge customer the costs incurred by **rf IDEAS** ensuing from performance outside the scope (ex. firmware updates, feature enhancements, software utility tools).

2. If it turns out during the performance of the Policy that for proper performance it is necessary to change and/or supplement the work to be carried out, **rf IDEAS** is entitled to carry out and charge for additional work.

3. Customer indemnifies **rf IDEAS** against possible claims of third parties which suffer loss in connection with the performance of the Policy and which are attributable to Customer. Third parties also include employees of **rf IDEAS**.

4. **rf IDEAS** holds the right to discontinue firmware updates or enhancements on products during the term of the Policy. **rf IDEAS** has the right to suspend the performance of the Policy and/or to charge customer the costs incurred by **rf IDEAS** ensuing from performance outside the scope (ex. firmware updates, feature enhancements, software utility tools). If it turns out during the performance of the Policy that for a proper performance it is necessary to change and/or supplement the work to be carried out, **rf IDEAS** is entitled to carry out and charge for additional work.