



1290 Hammerwood Avenue
Sunnyvale, CA 94089
Phone (408) 745-0383 Fax (408) 745-0956
www.ondacorp.com

Putting Confidence in Ultrasound

Conditions of Sale

Payments: All orders are payable in U.S. Dollars, with payment terms as shown in the corresponding Quote. Prices do not include federal, state or local taxes applicable to the products sold under this Agreement. An amount equal to the appropriate taxes will be added to the invoice by Onda where Onda has the legal obligation to collect such taxes. Customer shall pay such amount to Onda unless Customer provides Onda with a valid tax exemption certificate authorized by the appropriate taxing authority.

Onda will not accept issuing and intermediary bank fees for receiving wire transfers of invoiced payments.

Onda reserves the right to revoke any credit extended at Onda's sole discretion. Customer agrees to pay such invoices when due regardless of other scheduled deliveries. Invoices not paid within fifteen (15) days of the invoice date will have one point five percent (1.5%) per month finance charge assessed against the unpaid balance from the date of invoice until the date of payment or the maximum rate allowable by law, whichever is less. Onda does not honor any cancellation of Invoices once generated. Except for products that are defective at the time of sale to Customer, Onda shall not be obligated to accept any Product that is returned.

Onda can support payments via

1. *Credit Card* – Please request a credit card authorization form from orders@ondacorp.com
2. *Check* – Please make checks payable to:
Onda Corporation
1290 Hammerwood Avenue
Sunnyvale, CA 94089
3. *Wire Transfer*
Bank of America
921 Arques Avenue
Sunnyvale, CA 94085
Account Name: Onda Corporation, Account No. 1641-0031-2136, Wire Transfer Routing No. 026009593, ACH Payment Routing No. 121000358, SWIFT Code BOFAUS3N

Shipment: All shipments of Product shall be made Ex-Works Onda's offices, unless otherwise stated, and liability for loss or damage in transit, or thereafter, shall pass to Customer from Onda's door. Upon receipt of Customer's shipping account, all shipments shall include insurance and will typically be delivered 5-8 business days after all items are shipped, unless otherwise stated. Delivery of international shipments might be held for various reasons by customs. Shipping dates are approximate and are based, to a great extent, on prompt receipt by Onda of all necessary ordering information from the Customer. Failure to include shipment information (e.g., account number, carrier) with the Purchase Order may result in shipment delays. Customer shall bear all costs of transportation, duties, taxes, and insurance and will promptly reimburse Onda if Onda prepays or otherwise pays for such expenses. Onda shall not be in default by reason of any failure in its performance under this Agreement if such failure results from, whether directly or indirectly, fire, explosion, strike, freight embargo, Act of God or of the public enemy, war, civil disturbance, act of any government, de jure or de facto, or agency or official thereof, material or labor shortage, transportation contingencies, unusually severe weather, default of any other manufacturer or a supplier or subcontractor, quarantine, restriction, epidemic, or catastrophe, lack of timely instructions or essential information from Distributor, or otherwise arisen out of causes beyond the control of Onda. Nor shall Onda at any time be liable for any incidental, special or consequential damages."

Warranty: Onda warrants its products to perform as stated in the data sheets or catalogues or submitted in its written quotations and may be changed from time to time. Onda's warranty policy is described by the following: http://www.ondacorp.com/wp-content/uploads/2020/10/Onda_Warranty_Policy.pdf. For support, please contact us at support@ondacorp.com.

Returns: All products are considered Final Sale and are not eligible for refund, unless otherwise specified. Products returned for warranty repair must have a valid Return Materials Authorization (RMA) number issued prior to return and clearly marked on the return package. Please refer to the Warranty Policy for RMA instructions.