

1) PURCHASE ORDERS – The purchaser order along with these terms and conditions constitutes the entire and exclusive agreement between COMER INDUSTRIES INDIA PRIVATE LTD. and the buyer. All orders placed by the buyer are deemed to be irrevocable for 30 days from receipt by COMER INDUSTRIES INDIA PRIVATE LTD. Any order of the buyer sent to COMER INDUSTRIES INDIA PRIVATE LTD. will be an offer to purchase products and no binding contract will arise unless COMER INDUSTRIES INDIA PRIVATE LTD. accepts buyer order or upon commencement of performance, whichever is earlier. In case of discrepancy among the terms and conditions of the buyer order and/or the buyer general conditions of purchase and the present general conditions of sale, the present general conditions of sale shall prevail.

2) PRICES - Prices are always to be intended net of Goods and Services Tax (GST) and any other tax and/or charge, ex works (Incoterms 2020) COMER INDUSTRIES INDIA PRIVATE LTD. unless otherwise agreed in text form, excluding packaging. COMER INDUSTRIES INDIA PRIVATE LTD. current price list at the time of acceptance of the order for standard products shall apply. For non-standard products, i.e. products manufactured in accordance with the specific requirements of the buyer, prices shall be determined on a case-by-case basis for each individual order independently from those charged for standard products, even if dimensions and/or manufacturing features are similar. COMER INDUSTRIES INDIA PRIVATE LTD. will not be liable for any error or mistake that may be contained in catalogues, correspondence and any other communication regarding the description, drawings, information and any other information concerning the products. COMER INDUSTRIES INDIA PRIVATE LTD. reserves the right to change the prices of the products at any time until delivery and relative issue of the invoice. In the event of sudden changes regarding the cost of raw materials, labor, energy consumption and logistics, COMER INDUSTRIES INDIA PRIVATE LTD. also reserves the right to adjust the prices immediately, even for orders in progress and already confirmed. The supply of spare parts not combined with the shipment of the products is always to be intended ex works (Incoterms 2020) COMER INDUSTRIES INDIA PRIVATE LTD., unless otherwise agreed in writing.

Any new or changed taxes, charges and customs duties in relation to the products (including the subsequent non-validity of the long-term declaration for products having preferential origin) will not make the orders placed by the buyer ineffective.

3) DELIVERY - The terms of delivery of the products are automatically extended in the following cases as each of them is considered a force majeure event: difficulties in purchasing raw materials on the part of COMER INDUSTRIES INDIA PRIVATE LTD. and / or its suppliers; production restrictions of COMER INDUSTRIES INDIA PRIVATE LTD.; strikes, at a national or business level, involving COMER INDUSTRIES INDIA PRIVATE LTD. or its suppliers; natural disasters; terrorist act; epidemics; war; official measures, particularly bans imposed on deliveries to specific countries. In any case, the liability for simple negligence is expressly excluded.

4) PAYMENTS - Products invoicing will be carried out after delivery. COMER INDUSTRIES INDIA PRIVATE LTD. may issue cumulative invoices. It is understood and agreed that the terms of payment for the products are in favor of COMER INDUSTRIES INDIA PRIVATE LTD. and therefore COMER INDUSTRIES INDIA PRIVATE LTD. will have the right to demand the price payment despite such terms of payment have not expired. The buyer may not under any circumstances and for any reason suspend or delay payments due as a result of the supplies received, nor claim any offsetting against amounts due from COMER INDUSTRIES INDIA PRIVATE LTD. (including any credit situations arising from the same supply in question). In the event of failure to comply with the terms of payment, regardless of the amount due, COMER INDUSTRIES INDIA PRIVATE LTD. will have the right to immediately suspend any supply and/or to terminate the supply, without prejudice to any other legal remedy and/or provided for in these General Conditions of Sale and/or under law.

5) RETENTION OF TITLE - Any supply of products is deemed to have been made with retention of title on the part of COMER INDUSTRIES INDIA PRIVATE LTD. until full payment of the products by the buyer. To this extent, COMER INDUSTRIES INDIA PRIVATE LTD. shall have the right to exercise a lien over the products under applicable laws, until full payment of the products by the buyer.

6) RETURNED PRODUCTS - Advance written permission to return allegedly or proven defective products must be obtained from COMER INDUSTRIES INDIA PRIVATE LTD. customer service department. Such products must be current, catalogued products and must be shipped, transportation prepaid, to the COMER INDUSTRIES INDIA PRIVATE LTD. specified return location. Returns made without proper written permission will not be accepted by COMER INDUSTRIES INDIA PRIVATE LTD.

7) WARRANTY - COMER INDUSTRIES INDIA PRIVATE LTD. warrants that the products supplied are free from defects in design, materials or workmanship that make them unsuitable for their specified use or significantly reduce their value. This warranty is valid for a period of twelve (12) months from the date of commissioning or 2,000 hours of service, whichever comes first, and in any case no later than twenty-four (24) months from the date of manufacture and is exclusively limited to the replacement or repair, at COMER INDUSTRIES INDIA PRIVATE LTD. unquestionable discretion, of production items which, when delivered, transportation prepaid, to COMER INDUSTRIES INDIA PRIVATE LTD. premises, are proved to be defective due to construction reasons. Any compensation for direct, indirect or consequential damages is expressly excluded.

The repair of a product within the warranty period is not grounds for extension of the warranty time.

Any complaints relating apparent defects/non-conformity of the products must be notified in writing to COMER INDUSTRIES INDIA PRIVATE LTD. within 10 days from product's delivery. Failing such notification, buyer's right to submit claims for the above-mentioned defects shall be forfeited. Any complaints relating to hidden defects or non-conformity of the products shall be notified in written to COMER INDUSTRIES INDIA PRIVATE LTD. within 10 days from

the discovery of the defects/non-conformity and, in any case, within the warranty period. Failing such notification buyer's right to submit claims for the above-mentioned defects/non-conformity shall be forfeited.

This also applies to all product faults/defects which COMER INDUSTRIES INDIA PRIVATE LTD. has repaired, against payment, out of the warranty period, it being understood that the warranty for such products will be for two (2) months from the date of commissioning or for 300 hours of service, whichever comes first and, in any case, for no longer than three (3) months from the date of repair.

The warranty also expires if the buyer, without prior written authorization from COMER INDUSTRIES INDIA PRIVATE LTD., makes any changes, repairs and, in general, any type of activity modifying the product delivered. Likewise, the warranty expires if the products are used, operated, installed and/or maintained improperly (i.e. not in accordance with the instructions given in the catalogs, in the use and maintenance manual and/or in the construction drawings) or in the event the buyer does not carry out regular maintenance as indicated in the use and maintenance manual. The use and maintenance manual, complete with safety instructions, is available, depending on the type of product, on the COMER INDUSTRIES INDIA PRIVATE LTD. websites or upon request by email to info@comerindustries.com. Likewise, the claim for defects of quality do not exist insofar the defect is attributable to the implementation of buyer specifications, design, drawings, technical requirements or instructions by COMER INDUSTRIES INDIA PRIVATE LTD., or natural wear and tear, or use of unsuitable operating materials. Any further obligation of COMER INDUSTRIES INDIA PRIVATE LTD. resulting from the supply of defective products or products processed after the sale is expressly rejected, as is, by way of example only, compensation for direct and/or indirect property and/or non-property damage.

The warranty right is forfeited in the event the Buyer does not fulfill its payment obligations.

COMER INDUSTRIES INDIA PRIVATE LTD. and the buyer are independent contractors. Nothing in this purchase order will be deemed to create a partnership nor agency relationship between them.

8) APPLICATION LIABILITY

8.1 COMER INDUSTRIES INDIA PRIVATE LTD., (including its directors, employees, agents, sponsors, partner, suppliers, etc) will not be liable for any claim however arising under contract, tort, strict liability, negligence, or any other legal theory with respect to the services for: (i) loss of profits, revenue, goodwill, production, business, anticipated savings or third-party contracts (in each case, whether or not foreseeable); or (ii) for consequential or incidental damages or indirect loss.

8.2 All warranties, representations, guarantees, conditions and terms, whether express or implied by statute, common law, trade usage or otherwise, and whether written or oral, are excluded to the fullest extent permissible by applicable law.

8.3 Representations about the products and directions for their use are made in good faith, but COMER INDUSTRIES INDIA PRIVATE LTD. will not be liable for such representations.

8.4 COMER INDUSTRIES INDIA PRIVATE LTD. will not check the accuracy and completeness of information and data given, including specifications and drawings, and any changes made or suggested to them are subject to buyer's validation.

9) QUANTITY ADJUSTMENT - COMER INDUSTRIES INDIA PRIVATE LTD. has the right to adjust the quantities ordered to the minimum lot sizes provided for some types of material.

10) GOVERNING LAW AND EXCLUSIVE JURISDICTION - All supplies between COMER INDUSTRIES INDIA PRIVATE LTD. and the buyer shall be subject to the laws of India. For any dispute relating to the validity, effectiveness, interpretation, execution and termination of any supply between COMER INDUSTRIES INDIA PRIVATE LTD. and the buyer and any other action and/or fact which is associated, connected or, in any way, referable to said supply, the courts at Bangalore shall have exclusive jurisdiction.