

## **Comsys Inc - General Terms and Conditions of Sale**

These General Terms and Conditions of Sale (“**Terms**”) apply to all deliveries of products (“**Products**”) from Comsys Inc or its Affiliates (each of which is referred to as “**Comsys**”) to any customer (“**Customer**”). In these Terms, “**Affiliate**” shall mean an entity directly or indirectly controlled by Comsys whether by shares or voting rights. Sale of any Product is expressly conditioned upon Customer’s acceptance of these Terms. These Terms apply to the agreement between Comsys and Customer to the exclusion of any other terms, and no other terms shall be binding upon Comsys and Customer unless otherwise expressly agreed in writing by Comsys and Customer.

### **1. Confirmation of Order/Acceptance of Quotation**

- 1.1 Comsys shall not be deemed to have accepted a purchase order until Customer has received written, including in electronic text form, confirmation from Comsys of the purchase order, at which point a binding agreement shall be formed (the “**Order**”).
- 1.2 Customer’s acceptance of a quotation or offer for Products given by Comsys shall also constitute an Order and acceptance of these Terms. Unless otherwise stated, any quotation is valid only for thirty (30) days.

### **2. Terms of Delivery and Title**

- 2.1 DAP (Delivered at Place) in accordance with the Incoterms® in effect at the date of the Order. Unless otherwise agreed, Comsys can charge separately for transport costs.
- 2.2 If Customer fails to take delivery of Products, Comsys will store the Products at Customer's risk and expense.
- 2.3 Comsys retains title to all Products delivered by Comsys until receipt of payment for all amounts invoiced, including interest and charges. Customer shall, at the request of Comsys, assist Comsys in taking any measures necessary to protect Comsys’ title to the Products.

- 2.4 The retention of title shall not affect the passing of risk under applicable delivery terms.

### **3. Delay in Delivery**

- 3.1 If Comsys anticipates a delay in the delivery of the Products, Comsys shall, without undue delay, notify the Customer in writing. Should Comsys fail to provide such notification, the Customer shall be entitled to compensation for direct costs incurred due to the lack of timely notice.
- 3.2 In the event that a delay in delivery is attributable to the Customer, Comsys has the right to extend the delivery time accordingly. This provision applies irrespective of whether the cause of the delay arises before or after the originally agreed delivery date.
- 3.3 If Comsys fails to deliver the Products by the agreed delivery date, the Customer shall be entitled to claim liquidated damages. A grace period of one (1) month will be provided before liquidated damages begin to accrue. The liquidated damages shall accrue at a rate of 0.5% of the Order price for each completed week of delay, up to a maximum of 7.5% of the Order price.
- 3.4 In cases where only a part of an Order is delayed, liquidated damages shall be calculated based on the part of the Order price attributable to the delayed part of the Order that cannot be used as intended by the parties due to the delay.
- 3.5 Liquidated damages shall become payable upon the Customer's written demand, but not before the delivery is completed or the Order is terminated as per Clause 3.6 below. The Customer shall forfeit the right to claim liquidated damages if a written claim is not lodged within three months after the scheduled delivery date.
- 3.6 If the delay in delivery entitles the Customer to the maximum liquidated damages under Clause 3.3, and the Products remain undelivered, the Customer may issue a written demand requiring delivery within a final reasonable period of no less than one (1) week. Should Comsys fail to deliver within this final period, and the delay is not due to the Customer, the Customer may terminate the Order. Upon such termination, the Customer shall be entitled to compensation for losses incurred due to the failure to deliver, with total

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compensation, including liquidated damages, not exceeding 10% of the total price of the Order.

#### **4. Prices and Taxes**

4.1 Unless specified otherwise in Comsys' quotation, all prices are in USD and exclude any taxes (GST, sales tax, VAT), premium freight, custom packaging, and other applicable costs at delivery. Customer is responsible for all such taxes and charges unless agreed otherwise in writing.

4.2 Comsys reserves the right to adjust prices and change or add surcharges for non-delivered Products in the event of alterations in rates of exchange, variations in costs of materials, transport, energy, sub-suppliers' price increases, changes in customs duties or tariffs, changes in wages, government requisitions, or similar conditions over which Comsys has no or limited control. In case of such price or surcharge increase, Customer is entitled to terminate affected Orders for convenience within seven (7) days from receipt of notice from Comsys.

#### **5. Packing**

Comsys reserves the right to impose additional charges for special domestic packaging, overseas packaging, or special marking. Packaging materials will only be taken back by Comsys at its sole discretion or if agreed in writing between the parties prior to delivery, such as under larger contractual arrangements.

#### **6. Terms of Payment**

Payments shall be made within thirty (30) days after the date of invoice. An interest rate of the U.S. prime rate plus eight (8)% per annum will be payable on overdue amounts from the due date.

#### **7. Product Information**

Any information concerning weights, prices, technical properties and other specifics for Products being part of Comsys' catalogues, brochures, advertisements, circulars, data sheets, price lists or otherwise shall not be binding upon Comsys and may not be relied upon by Customer, unless such information is explicitly referred to in an Order.

#### **8. Confidentiality**

Any non-public information, including, but not limited to, prices, drawings, descriptions, and technical documents which Comsys has made or may make available to Customer ("**Confidential Information**") shall remain the property of Comsys, shall be treated as confidential by Customer and its representatives, and must not, without the written consent of Comsys, be copied, reproduced, transferred to third parties, or be used for other purposes than those intended when the Confidential Information was made available. Confidential Information shall be returned or destroyed at Comsys's request.

#### **9. Liability for Defects**

9.1 Customer shall examine the Products upon receipt and report any damage, non-conformity or deviation in quantity to Comsys without undue delay. Any claim from Customer on account of such examination must be made to Comsys prior to the Product or any part thereof is used or put into production.

9.2 The Products shall be in conformity with the Order. Pursuant to the provisions of this Clause 9, Comsys shall remedy any defect in or nonconformity of the Product resulting from faulty design, materials or workmanship.

9.3 If Comsys fails to replace or repair a defective Product within a reasonable time, the Customer may choose to: i) request the replacement or repair of the defective Product at Comsys' expense, or ii) cancel the Order with prior notice and return the defective Product to Comsys at Comsys' expense, with a refund of the amount paid for the returned Product.

9.4 All warranties, conditions and other terms implied by statute or otherwise (including any implied warranty of merchantability or fitness for a particular purpose) shall be excluded from the Order, other than those that cannot be excluded by applicable law. IN ADDITION TO THE GENERALITY OF THE FOREGOING, UNLESS OTHERWISE EXPRESSLY SET FORTH IN THESE TERMS, THE PRODUCTS ARE SUPPLIED "AS IS", "WHERE IS" AND "WITH ALL FAULTS".

9.5 THE REMEDIES SPECIFIED UNDER THIS CLAUSE 9 ARE CUSTOMER'S SOLE AND

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EXCLUSIVE REMEDIES AND THE SOLE OBLIGATIONS OF COMSYS FOR ANY PRODUCT DEFECTS. COMSYS DOES NOT COVER REIMBURSEMENT FOR LABOR, GAINING ACCESS, REMOVAL, (RE)INSTALLATION, TEMPORARY POWER OR EQUIPMENT, OR ANY OTHER EXPENSES THAT MAY BE INCURRED IN CONNECTION WITH INSPECTION, REPAIR, OR REPLACEMENT OF PRODUCTS AT CUSTOMER OR THIRD-PARTY.

REVENUE. THIS INCLUDES LOSS OF USE OF PRODUCTS OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES, OR SERVICES, AND DOWNTIME COSTS, ii) ANY LOSS OR CORRUPTION OF DATA, AND iii) ANY INDIRECT, INCIDENTAL SPECIAL, PUNITIVE, THIRD-PARTY PENALTIES, EXEMPLARY, OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER.

9.6 Comsys's obligations under this Clause 9 shall not apply to Products which have been: i) subjected to accident, abuse, misuse, neglect, or normal wear and tear, ii) repaired or modified in an unauthorized manner, or iii) assembled, installed, or used in any manner or for any purpose not originally intended by Comsys or that is contrary to applicable laws and regulations, or good industry practice.

11.2 WHAT IS STATED IN THIS CLAUSE 11 APPLIES EVEN IF COMSYS WAS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IT ALSO APPLIES WHETHER ARISING OUT OF BREACH OF WARRANTY, TORT, STATUTE, DELAY, FAULTY PRODUCTS, PRODUCT LIABILITY, RECALL, OR OTHERWISE, AND EVEN IF ANY EXPRESS WARRANTIES FAIL THEIR ESSENTIAL PURPOSE.

## **10. Product Liability**

10.1 Comsys shall not be liable for any personal injury or damage caused by Products to Customer property, the Customer's manufactured products, or products of which Customer's products form a part, except under the following conditions: i) the relevant injury or damage has been caused solely by defects in the Product as qualified in these Terms and provided that such defects could not reasonably been identified by Customer, or ii) such damage is caused by Comsys's gross negligence or willful misconduct.

11.3 IN NO EVENT SHALL COMSYS'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO AN ORDER, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO COMSYS FOR THOSE SPECIFIC PRODUCT(S) PURCHASED BY CUSTOMER HEREUNDER, THAT ARE THE SUBJECT OF THE CLAIM.

10.2 In the event that a third party lodges a claim for damage as described above against either party, the respondent party shall immediately inform the other party thereof in writing.

11.4 Nothing in these Terms shall exclude or limit the liability of either party to the other for death or personal injury arising out of its negligence, fraudulent misrepresentation or for any other liability which cannot be excluded or limited by law.

10.3 If Comsys incurs liability towards any third party for such damage as described in this Clause 10, Customer shall indemnify, defend, and hold Comsys harmless from and against such liability.

## **12. Notice of Claims**

Claims or complaints as to defects or delay in delivery of the Products or other claims shall be submitted in writing by Customer to Comsys without undue delay.

## **11. Limitation of Liability**

11.1 COMSYS SHALL NOT BE LIABLE TO CUSTOMER FOR ANY OF THE FOLLOWING TYPES OF LOSS OR DAMAGE ARISING UNDER OR IN RELATION TO AN ORDER GOVERNED BY THESE TERMS: i) ANY LOSS OF PROFITS, BUSINESS, CONTRACTS, ANTICIPATED SAVINGS, GOODWILL, OR

## **13. Intellectual Property Rights**

13.1 All intellectual property rights related to the Products sold under these Terms remain exclusively with Comsys.

13.2 Comsys may defend any legal action against the Customer alleging that a Product delivered by Comsys infringes third-party intellectual property rights in the country of delivery, provided the Customer promptly notifies Comsys in writing and provides authority, information, and assistance for the defense. This obligation does not apply if the alleged infringement results from designs or requirements specified by the Customer, or from the Customer's or others' application or use of the Product. If such Product is held to infringe third-party rights and its use is prohibited, Comsys may, at its option: (i) secure the right for the Customer to continue using the Product; (ii) replace it with a non-infringing Product; (iii) modify it to be non-infringing; or (iv) remove the Product and refund the purchase price.

13.3 The Customer shall indemnify and hold Comsys harmless from any costs, claims, or judgments arising from actual or alleged infringement of third-party intellectual property rights due to designs or requirements specified by the Customer, or the application or use of the Product by the Customer or others, including Comsys's defense costs.

13.4 The Customer shall not modify, reverse engineer, decompile, or create derivative works based on the Products or any associated intellectual property.

#### **14. Termination**

If a party commits a material breach of any of the provisions of these Terms, the non-breaching party may terminate an Order as follows: i) immediately upon providing written notice to the breaching party if the breach is not capable of being cured, or ii) thirty (30) days after providing written notice of breach to the breaching party if the breaching party fails to cure such breach within such notice period.

#### **15. Export Compliance and Unauthorized Use**

15.1 The Customer represents and warrants compliance with all applicable sanctions and export control laws and regulations. The Customer shall not use, export, re-export, transfer, sell, or supply any Products in violation of these laws.

15.2 The Customer shall not use the Products for any prohibited purposes, including but not limited to: i) activities involving persons or entities in

countries subject to comprehensive trade embargoes, ii) activities involving persons or entities subject to sanctions, unless authorized by law, iii) incorporation into military goods in countries under arms embargoes, iv) use related to chemical, biological, or nuclear weapons, or missiles, v) shale oil projects in the Russian Federation, vi) construction or modernization of oil or gas export pipelines from the Russian Federation.

15.3 Comsys reserves the right to audit the Customer's compliance with export laws and regulations. The Customer agrees to provide access to relevant records for verification.

15.4 The Customer shall indemnify Comsys against any claims, damages, or costs arising from non-compliance with this Clause 15.

15.5 Comsys shall not be liable for any delays, disruptions, or failures in deliveries arising from or caused by restrictions, sanctions or export control laws imposed by applicable national, international, or governmental authorities. This includes, but is not limited to, any embargoes, trade restrictions, or any other laws or regulations that restrict or prohibit the supply or shipment of the Products.

#### **16. Force Majeure**

16.1 Comsys shall not be liable for any non-delivery, defective, or delayed delivery of Products if caused, wholly or in part, by events beyond its reasonable control that are not reasonably foreseeable and cannot be prevented by reasonable means. Such events include, but are not limited to, natural disasters, war, terrorism, civil unrest, government actions, pandemics, strikes, or similar circumstances.

16.2 In such events, Comsys may suspend deliveries without liability. If the force majeure event continues for a period exceeding 90 days, Comsys reserves the right to cancel Orders without liability. During these circumstances, the Customer's contractual rights are suspended, and the Customer is not entitled to damages or claims due to such suspension or cancellation.

#### **17. Assignment**

Neither party may assign or transfer any of its obligations under these Terms without the prior

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written consent of the other party, provided however that Comsys shall be entitled upon written notice to assign, delegate, or transfer any obligations or rights in whole or in part to any Affiliate or in a merger or divestiture of the selling Comsys entity or a substantial part of the assets of the selling Comsys entity.

**18. Governing Law and Disputes**

- 18.1 All disputes arising from or related to these Terms shall be governed by the laws of the State of Delaware, USA.
- 18.2 Any controversy or claim arising out of or relating to an Order or these Terms, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration shall be conducted by a panel of three arbitrators, unless the parties agree otherwise, and the arbitrators shall be selected in accordance with the AAA rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The seat of arbitration shall be Wilmington, Delaware, and the proceedings shall be conducted in English. The parties agree that the decision of the arbitrators shall be final and binding, and waive any right to appeal the award except as provided under applicable law.
- 18.3 Arbitration and awards shall remain confidential.
- 18.4 Either party may seek injunctive or interim relief from any competent court.