

GENERAL CONDITIONS OF SALE

1) DEFINITIONS

The terms "**COMER INDUSTRIES ENTITY**" includes Comer Industries S.p.A. and any company, having registered office in Italy or in Germany, that is, directly or indirectly, a Controlled Company or an Affiliated Company, as defined below. The term "**Controlled Company**" shall mean: (i) a company for which Comer Industries S.p.A., directly or indirectly, holds the majority of the voting rights exercisable in the ordinary shareholders meeting; (ii) a company for which Comer Industries S.p.A., directly or indirectly, holds sufficient voting rights in order to exercise a leading influence in the ordinary shareholders meeting; (iii) a company under the dominant influence of Comer Industries S.p.A. as a consequence of specific contractual obligations. The term "**Affiliate Company**" shall mean a corporation, company or other entity, now or hereafter, directly or indirectly, owned or controlled by, or under common control with, or affiliated to Comer Industries S.p.A., but such corporation, company or other entity shall be deemed to be an Affiliate only so long as such ownership or control exists.

2) PURCHASE ORDERS - All orders placed by the buyer are deemed to be irrevocable for 30 days from receipt by COMER INDUSTRIES ENTITY. Any order of the buyer sent to COMER INDUSTRIES ENTITY will be an offer to purchase products and no binding contract will arise unless COMER INDUSTRIES ENTITY accepts buyer order. 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 latter shall prevail.

3) PRICES - Prices are always to be intended net of VAT and any other tax and/or charge, ex works (Incoterms 2020) COMER INDUSTRIES ENTITY unless otherwise agreed in text form, excluding packaging. COMER INDUSTRIES ENTITY 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 ENTITY 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 ENTITY 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 ENTITY 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 ENTITY, 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.

4) DELIVERY - The terms of delivery of the products are not material and are automatically extended in the following cases each of them is considered as a force majeure event: difficulties in purchasing raw materials on the part of COMER INDUSTRIES ENTITY and / or its suppliers; production restrictions of COMER INDUSTRIES ENTITY; strikes, at a national or business level, involving COMER INDUSTRIES ENTITY 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.

5) PAYMENTS - Products invoicing will be carried out after delivery. COMER INDUSTRIES ENTITY may issue cumulative invoices. It is understood and agreed that the terms of payment for the products are in favor of COMER INDUSTRIES ENTITY and therefore COMER INDUSTRIES ENTITY 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 ENTITY (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 ENTITY 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.

6) RETENTION OF TITLE - Any supply of products is deemed to have been made with retention of title on the part of COMER INDUSTRIES ENTITY until full payment of the products by the buyer.

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

8) WARRANTY - COMER INDUSTRIES ENTITY 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 ENTITY unquestionable discretion, of production items which, when delivered, transportation prepaid, to COMER INDUSTRIES ENTITY 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 written to COMER INDUSTRIES ENTITY 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 ENTITY 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 ENTITY 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 ENTITY, 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 ENTITY 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 ENTITY, or natural wear and tear, or use of unsuitable operating materials. Any further obligation of COMER INDUSTRIES ENTITY 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.

9) APPLICATION LIABILITY

9.1 Without prejudice to article 8, COMER INDUSTRIES ENTITY, will not be liable for any claim however arising 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.

9.2 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.

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

9.4 COMER INDUSTRIES ENTITY 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.

10) QUANTITY ADJUSTMENT - COMER INDUSTRIES ENTITY has the right to adjust the quantities ordered to the minimum lot sizes provided for some types of material.

11) GOVERNING LAW AND EXCLUSIVE JURISDICTION - If COMER INDUSTRIES ENTITY has registered office in Italy, each supply shall be governed by, and construed in accordance with Italian Law and for any dispute relating to the validity, effectiveness, interpretation, execution and termination of any supply and any other action and/or fact which is associated, connected or, in any way, referable to said supply, the Italian Judicial Authorities and the Court of Reggio Emilia shall have exclusive jurisdiction. If COMER INDUSTRIES ENTITY has registered office in Germany, each supply shall be governed by, and construed in accordance with German Law and for any dispute relating to the validity, effectiveness, interpretation, execution and termination of any supply and any other action and/or fact which is associated, connected or, in any way, referable to said supply, the German Judicial Authorities and the Court of Bonn shall have exclusive jurisdiction. The United Nations Convention on the International Sale of Goods shall not apply.