

# Global Terms and Conditions (GTC)

ComAp provides intelligent electronic control systems and related services.

These General Terms and Conditions (GTC) govern the commercial relationship between ComAp and the Customer.

The current version is available at [www.comap-control.com](http://www.comap-control.com).

## Interpretation Aids and Terminology

Headings, article titles, and any graphical elements are provided for convenience only and will not affect interpretation.

"**Sections**" are parts of a document under their respective headings. "**Articles**" are numbered provisions. If Articles are cross-referenced by name and number, the name prevails.

References to any document or provision include that document or provision as amended, restated, supplemented, or novated from time to time.

The terms "including," "includes," and similar expressions are illustrative only and will not limit the scope of the preceding words.

These interpretation aids apply to the GTC, the LTC, the PTC, and any document that incorporates them by reference.

## Definitions

The following capitalized definitions will have the following meaning in the Agreement:

<b>Acceptance</b>	The formal confirmation of the Completion Notification that Services are complete.
<b>Agreement</b>	The contractual relationship between ComAp and the Customer, comprising all the applicable documents specified in Article 1 (Agreement and Document Hierarchy).
<b>Additional Services</b>	Custom-tailored services as defined in Article 30 (Services Provided by ComAp).
<b>ComAp</b>	ComAp a.s., U Uranie 1612/14a, 170 00 Prague or, if so specified in the Agreement, its subsidiaries and sales affiliates belonging to the ComAp Group.
<b>Confidential Information</b>	Any information related to the Agreement, that is confidential or proprietary in nature and that a Party disclosed to the other party by any means prior to or after the effective date of the Agreement, including information about the disclosing Party's products, hardware, software, technical product information, customer lists, price lists, and any other financial and business information and any written information that is not labeled "Public" in a Party's Traffic Light Protection for protection of information.

	<p>Information does not include information that:</p> <ol style="list-style-type: none"> <li>was known to the receiving Party without restriction before the disclosing Party disclosed it to the receiving Party;</li> <li>relates to information already in the public domain (not due to the Disclosing Party's breach);</li> <li>was rightfully received by the receiving Party from a third party that has not duty to keep the information confidential; or</li> <li>was independently developed by the receiving Party.</li> </ol>
<b>Customer</b>	Any legal or natural person acquiring ComAp's Products/Services for business purposes. ComAp does not offer any Products/Services to consumers.
<b>Commissioning</b>	The systematic process of final configuration, setup, and verification of system performance at the installation site, including system configuration and programming; testing operational sequences; verifying performance against specifications; training Customer personnel; and documenting system performance.
<b>Commissioning Protocol</b>	A written document specifying results of Commissioning.
<b>Completion Notification</b>	A written notice issued by ComAp to the Customer stating that Services are complete and ready for Acceptance.
<b>Delivery</b>	As defined in Article 12 (Delivery Occurrence). The definition of Deliver, Deliverable and Delivered will be interpreted consistently.
<b>Dispute</b>	Any disagreement, claim, controversy, or demand (including those of a non-contractual nature) arising out of or relating to the Agreement, including its validity, interpretation, execution, or termination.
<b>Force Majeure</b>	<p>An event or circumstance beyond a Party's reasonable control that prevents or materially hinders the performance of its contractual obligations, including:</p> <ul style="list-style-type: none"> <li>acts of war, armed conflict, civil unrest, revolution, piracy, or terrorism;</li> <li>natural disasters (e.g., floods, earthquakes, volcanic eruptions, storms, hurricanes, fires);</li> <li>pandemics, epidemics, or declared public health emergencies;</li> <li>government actions such as embargoes, export or import restrictions, sanctions, or other official prohibitions;</li> <li>strikes, boycotts, or labor disruptions not limited to the Relying Party's own employees;</li> <li>widespread component shortages, significant transportation disruptions, prolonged energy supply failures, or major cyberattacks affecting critical infrastructure;</li> <li>Force Majeure events affecting the Relying Party's key suppliers or carriers.</li> </ul> <p>Force Majeure does not include financial inability to perform, general economic conditions, or market changes.</p>
<b>GTC</b>	These Global Terms and Conditions.
<b>Handover Protocol</b>	A written document describing Services performed and confirming they are complete and ready for the Customer's use.
<b>Incoterms 2020</b>	The International Commercial Terms (Incoterms® 2020) published by the International Chamber of Commerce.
<b>Intellectual Property</b>	All intangible creations, works, and results, whether technical, creative, or otherwise, including distinctive signs, trademarks, logos, designs, patents (inventions), copyrights, trade secrets, domain names, know-how, algorithms, software, semiconductors topographies, databases, documentation, product

	guides and other proprietary information, whether registered or unregistered, and whether existing now or developed in the future.
<b>Intellectual Property Rights</b>	All legal rights, titles, and interests, whether registered or unregistered, arising from or relating to Intellectual Property, including copyrights, moral rights, patents, trademarks, industrial designs, database rights, trade secrets, domain names, applications, renewals, extensions, and rights to enforce or defend such rights in any jurisdiction.
<b>Licence</b>	A non-exclusive, non-transferable right granted to the Customer to use specified ComAp Intellectual Property for the purposes and under the conditions set out in the applicable Licence Agreement, including any limitations, requirements, or scope of use defined therein.
<b>Licence Terms and Conditions (LTC) a.k.a. Licence Agreement</b>	The licence terms and conditions governing the Customer's use of ComAp software and digital services, as published on ComAp's website or provided with the relevant Product or Service.
<b>Material Defects</b>	Any flaw, deficiency, or non-conformity in Products/Services that substantially prevents them from operating in accordance with the specifications provided by ComAp, and that: <ul style="list-style-type: none"> <li>a) is present in the Products/Services as delivered or provided; and</li> <li>b) is not caused by any circumstances that would exclude warranty coverage under Article 50 (Warranty Scope).</li> </ul>
<b>Order</b>	A Customer-issued purchase order based on ComAp's Quotation.
<b>Order Confirmation</b>	A written acceptance by ComAp confirming the Customer's Order.
<b>Parties</b>	Collectively ComAp and the Customer.
<b>Price</b>	The purchase price for Products/Services, as defined in the Agreement.
<b>Products</b>	Items or deliverables supplied by ComAp under the Agreement.
<b>Project</b>	A complex delivery involving Products, Services, and/or custom engineering work, governed by a Project Contract incorporating these GTC and the PTC.
<b>Products/Services</b>	A collective reference to Products, Services, or both.
<b>Project Terms and Conditions (PTC)</b>	The Project Terms and Conditions governing Projects, as published on ComAp's website or provided with the relevant Project Contract.
<b>Quotation</b>	A written offer issued by ComAp.
<b>Services</b>	Activities performed by ComAp for the Customer as defined in Article 30 (Services Provided by ComAp).
<b>Service Completion</b>	The operational milestone at which ComAp notifies the Customer that Services are complete.
<b>Service Protocol</b>	A written document recording Services performed during a service visit.
<b>Spare Parts</b>	Components such as batteries, connectors, overlays, packaging materials, and mechanical parts made available by ComAp. An updated list is maintained on <a href="#">ComAp's website</a> .
<b>Specific Agreement</b>	A document outlining terms specific to a particular contractual relationship between the Parties.

<b>Total Price</b>	The invoiced amount payable by the Customer for the Products/Services, including the Price, applicable taxes (such as VAT or sales tax), shipping and handling charges, customs duties, insurance, charges required by applicable authorities and any other costs as specified in the Agreement or invoiced by ComAp.
<b>Third Party Products</b>	Products supplied by ComAp but manufactured by third parties, as identified in the Agreement.
<b>Training</b>	Sessions organized by ComAp to educate Customers on the operation and use of Products/Services.

## Commercial Terms

<p><b>1 Agreement and Document Hierarchy</b></p>	<p><b>1 Written Form</b> The Agreement must be in written form (paper or electronic).</p> <p><b>2 Document Hierarchy</b> In case of conflict, the documents comprising the Agreement prevail in this order:</p> <ul style="list-style-type: none"> <li>a) Specific Agreement (if applicable);</li> <li>b) Order Confirmation (if applicable);</li> <li>c) Licence Terms and Conditions (LTC);</li> <li>d) Project Terms and Conditions (PTC) (if applicable);</li> <li>e) this Global Terms and Conditions (GTC);</li> <li>f) Incoterms 2020; and</li> <li>g) other documentation expressly incorporated by reference.</li> </ul> <p><b>3 Definition Precedence</b> Where a term is defined in multiple documents, the definition in the higher-ranking document prevails.</p> <p><b>4 Applicable Documents</b> Not all documents apply to every transaction. The LTC applies where Intellectual Property or licensing is involved. The PTC applies only to Projects.</p> <p><b>5 Current Versions</b> The current versions of the GTC, LTC, and PTC are available at <a href="http://www.comap-control.com">www.comap-control.com</a>.</p>
<p><b>2 Modification of the GTC</b></p>	<p>ComAp may modify the GTC at any time. ComAp will announce any modification on its website and/or via another suitable communication channel at least 30 days before the modification takes effect.</p> <p>If the Customer disagrees with a modification, the Customer must notify ComAp in writing within 30 days of the announcement. If such written notice is provided, the version of the GTC in force when the Agreement was entered into will continue to apply to that Customer. If the Customer does not provide written notice within this period, the Customer will be deemed to have accepted the amended GTC.</p> <p>Grammatical corrections, legislative updates, and other changes that do not adversely affect the Customer's position are not considered modifications of the GTC.</p>
<p><b>3 Customer Amendments</b></p>	<p>Any amendments, deviations, or supplementary terms proposed by the Customer are valid only if accepted by ComAp in writing.</p>

4	<b>Governing Language</b>	The GTC are drafted in English. If the GTC are translated into another language, the English version will prevail.
5	<b>Business Use Only</b>	ComAp does not offer Products or Services to consumers. The Customer confirms that it is acquiring Products and Services for business purposes only.
6	<b>Surprising Clauses</b>	Certain clauses in the GTC limit liability, require specific notice periods, or contain other terms that may be considered surprising or unusual under applicable laws. These clauses are highlighted in a box to draw the Customer's attention. By entering into the Agreement, the Customer confirms that it has read and understood these provisions and accepts them as binding.

## Agreement Formation and Changes

7	<b>Agreement Formation</b>	<p><b>1. Methods of Formation</b> The Agreement is concluded by one of the following methods:</p> <ul style="list-style-type: none"> <li>a) ComAp issuing an Order Confirmation in response to a Customer Order;</li> <li>b) ComAp commencing performance that the Customer accepts;</li> <li>c) the Parties signing a written contract (including a Project Contract, License Agreement, or other specific agreement); or</li> <li>d) as otherwise specified in the applicable LTC or e-shop terms.</li> </ul> <p><b>2. Quotations and Orders</b> For Products and Services ordered through Quotations:</p> <ul style="list-style-type: none"> <li>a) ComAp will issue a written Quotation, valid for 30 days from issuance unless stated otherwise;</li> <li>b) If agreed in writing, the Customer may place Orders based on a valid ComAp price list, which ComAp may update with at least 30 days' advance notice;</li> <li>c) The Customer shall submit a written Order within the Quotation validity period, referencing the applicable Quotation or price list; and</li> <li>d) ComAp may accept the Order by issuing a written Order Confirmation.</li> </ul> <p><b>3. Exclusion of Customer Terms</b> Unless ComAp expressly agrees in writing, ComAp is not bound by any terms contained in the Customer's purchase orders, general terms and conditions, or other communications. In case of any discrepancy between the Customer's Order and ComAp's Order Confirmation, the Order Confirmation prevails.</p>
8	<b>Cancellation</b>	If ComAp consents in writing to the cancellation of a confirmed Order or concluded Agreement, the Customer shall reimburse ComAp for all costs incurred in connection with the cancelled Agreement, including administrative, manufacturing, preparation, packaging, storage, customs, shipping, and tax costs.
9	<b>Changes to Scope and Requirements</b>	<p><b>1. Change Requests</b> After the Agreement is concluded, either Party may request changes to scope, specifications, delivery schedule, or other requirements. Change requests shall be submitted in writing.</p> <p><b>2. Customer-Requested Changes</b> ComAp is not obligated to accept Customer-requested changes. If ComAp agrees to a change, the Parties shall agree in writing on all adjustments to Price, delivery schedule, and other affected terms before work on the change commences. If no agreement is reached, ComAp may:</p>

- a) proceed with the original scope and terms of the Agreement; or
- b) terminate the Agreement according to Article 65 (Termination for Convenience)

**3. ComAp-Initiated Changes**

ComAp may implement changes without prior Customer consent if:

- a) necessary due to inaccurate Customer information;
- b) required for legal or safety compliance; or
- c) the change results in equivalent or improved functionality without materially affecting Price or delivery.

**4. Documentation**

Agreed changes shall be documented in writing and constitute amendments to the Agreement.

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10 <b>E-shop Sales</b>	<p>If ComAp offers Products/Services via its own or a partner's e-shop, the specific terms applicable to such e-sales will prevail over the GTC.</p> <p>The Customer may market or offer ComAp's Products/Services through electronic platforms (including e-shops, online marketplaces, or digital bazaars) only under a valid distribution agreement or other written authorization granted by ComAp.</p>
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## Products

### Delivery Terms

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11 <b>Incorporation of Incoterms 2020</b>	<p>The Incoterms 2020 are incorporated into the GTC.</p> <p>The Agreement will specify which Incoterms 2020 rule applies.</p>
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12 <b>Delivery Occurrence</b>	<table border="0" style="width: 100%;"> <tr> <td style="width: 15%;"><b>Incoterm</b></td> <td>Delivery occurs when:</td> </tr> </table>	<b>Incoterm</b>	Delivery occurs when:
<b>Incoterm</b>	Delivery occurs when:		
	<table border="0" style="width: 100%;"> <tr> <td style="width: 15%;"><b>EXW</b></td> <td>the Products are placed at the Customer's disposal at the place specified by ComAp. If the Customer or Customer's carrier collects the Products, the dispatch reference date is the date of collection;</td> </tr> </table>	<b>EXW</b>	the Products are placed at the Customer's disposal at the place specified by ComAp. If the Customer or Customer's carrier collects the Products, the dispatch reference date is the date of collection;
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	<table border="0" style="width: 100%;"> <tr> <td style="width: 15%;"><b>FCA</b></td> <td>the Products are delivered to the carrier or other person nominated by the Customer at the place specified in the Agreement. If delivery occurs at ComAp's premises, Delivery is complete when the Products are loaded onto the carrier's vehicle. If delivery occurs at any other place, Delivery is complete when the Products, loaded on ComAp's transport, are placed at the carrier's disposal ready for unloading.</td> </tr> </table>	<b>FCA</b>	the Products are delivered to the carrier or other person nominated by the Customer at the place specified in the Agreement. If delivery occurs at ComAp's premises, Delivery is complete when the Products are loaded onto the carrier's vehicle. If delivery occurs at any other place, Delivery is complete when the Products, loaded on ComAp's transport, are placed at the carrier's disposal ready for unloading.
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	<table border="0" style="width: 100%;"> <tr> <td style="width: 15%;"><b>DAP</b></td> <td>the Products are ready for unloading at the agreed delivery point;</td> </tr> </table>	<b>DAP</b>	the Products are ready for unloading at the agreed delivery point;
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	<table border="0" style="width: 100%;"> <tr> <td style="width: 15%;"><b>other terms</b></td> <td>as specified in the Specific Agreement.</td> </tr> </table>	<b>other terms</b>	as specified in the Specific Agreement.
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13 <b>Failure to Collect Products</b>	<p>If the Customer fails to collect the Products at the agreed time and place, ComAp may store the Products at the Customer's risk and cost, including reasonable storage and handling fees.</p> <p>If the Customer fails to collect the Products within 30 days of the agreed collection date, ComAp may, at its discretion:</p> <ul style="list-style-type: none"> <li>a) continue storing at the Customer's expense; or</li> </ul>
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- b) terminate the affected portion of the Agreement, dispose of the Products, and claim: (i) all amounts due (Price, storage fees, handling costs); and (ii) any shortfall if disposal proceeds are less than amounts owed.
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**14 Delivery Schedule**

ComAp will use reasonable efforts to meet specified Delivery dates. Any specified Delivery period or date is indicative only.

If delivery is delayed by more than 60 days beyond the agreed delivery date for reasons solely attributable to ComAp and not caused by Force Majeure, the Customer's failure to provide required Documentation, or other Customer breach, the Customer may:

- a) extend the delivery period by written agreement; or
- b) terminate the affected portion of the Agreement by written notice, without liability for costs of undelivered Products, and receive a refund of any advance payments made for such Products.

For delays not exceeding 60 days, or delays caused by Force Majeure, the Customer's failure to provide required documentation, or other circumstances beyond ComAp's reasonable control, the Customer shall not be entitled to terminate the Agreement, claim damages, or withhold payment for Products already delivered.

ComAp is not liable for delays caused by administrative requirements of authorities, including customs.

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**15 Suspension of Delivery**

ComAp may suspend delivery of Products or provision of Services if:

- a) any invoice issued to the Customer is overdue;
- b) ComAp has reasonable grounds to believe the Customer will not pay when due; or
- c) the Customer has breached any material obligation under the Agreement.

ComAp will not be liable for any delay resulting from such suspension.

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**16 Change of Delivery time/place**

If the Customer requests a change to the delivery place or time after dispatch, ComAp may reject the request. If ComAp accepts the change, the Customer will bear all additional costs incurred by ComAp arising from the change.

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**17 Delivery Documentation**

The Customer shall provide all documentation required by ComAp or the contract carrier for Delivery.

If the Customer fails to provide the required documentation, ComAp may:

- a) postpone Delivery until the documentation is received;
  - b) obtain the documentation at the Customer's expense; or
  - c) terminate the Agreement and claim reimbursement of all costs incurred in connection with the cancelled Agreement and any damages directly caused by the Customer's failure.
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**18 Exports Outside the EU**

**1. General Export Obligations**

For Deliveries outside the EU, the Customer shall provide ComAp with complete and accurate information required for customs procedures and export compliance.

**2. EXW Deliveries**

Under EXW, the Customer acts as exporter of record and handles all export formalities through a representative established in EU customs territory. The Customer shall provide ComAp with proof that Products have exited the EU within 10 days of collection.

If the Customer cannot meet these requirements, ComAp may offer alternative Incoterms at adjusted pricing.

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### 3. FCA Deliveries

For Deliveries outside the EU under FCA Incoterms, ComAp shall act as exporter of record and handle export formalities. The Customer shall:

- a) provide ComAp with complete and accurate information required for export clearance, including end-user details, intended use, and final destination;
- b) provide ComAp with proof that the Products have exited EU customs territory within 10 days of collection; and
- c) cooperate with ComAp in obtaining any required export licenses or authorizations.

### 4. Written Customs Declaration

For exports outside the EU, the Customer or their carrier is responsible for customs declaration. The Customer must submit a Written Customs Declaration (WCD) in .xml format within 10 days after loading. ComAp may grant an extension, not exceeding 60 days.

Failure to provide a timely WCD will result in a 25% fee of the Product Price, covering the VAT ComAp must remit. The Customer is also liable for any further tax or customs-related costs exceeding this fee.

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19	<b>Partial Shipments</b>	ComAp may deliver Products in partial shipments. Cancellation of any one shipment will not affect the remaining shipments under the Agreement.
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20	<b>Delivery Discrepancies</b>	The Customer shall notify ComAp as soon as possible if the Products are not delivered within the agreed time or are delivered to a location other than specified in the Agreement. Failure to notify bars claims related to such discrepancy.
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21	<b>Inspection and Notification after Delivery</b>	<p>The Customer shall inspect Products immediately upon Delivery in the presence of ComAp's contract carrier or representative and notify ComAp in writing within 5 business days of</p> <ol style="list-style-type: none"> <li>a) quantity or type discrepancies; or</li> <li>b) visible damage to packaging or Products.</li> </ol> <p>For damaged packaging or Products, the Customer shall document the damage (including photographs) and note the damage on carrier's delivery documents.</p> <p>Failure to notify within 5 business days constitutes acceptance as to quantity, type, and visible condition. This does not affect Customer rights for defects not discoverable upon reasonable inspection at Delivery.</p>
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22	<b>Spare Parts</b>	<p>The Customer shall use only Spare Parts purchased from ComAp or ComAp-approved spare parts for maintenance and repairs of the Products.</p> <p>Use of non-original or non-approved spare parts without ComAp's written approval will result in:</p> <ol style="list-style-type: none"> <li>a) immediate loss of warranty for the affected Products; and</li> <li>b) exclusion of ComAp's liability for any defects or damages caused by or related to the use of such unauthorized parts.</li> </ol>
<hr/>		
23	<b>Product Identification, Notices and Markings</b>	<p>The Customer shall not remove, modify, alter or obscure:</p> <ol style="list-style-type: none"> <li>a) notices – any proprietary, trademark, copyright, patent, confidentiality, or other legal notices affixed to or included with ComAp Products, software, packaging, documentation, or digital interfaces; and</li> <li>b) markings – any identification, safety, conformity, or technical markings, including product names, model numbers, serial numbers, compliance marks (e.g. CE, UKCA, UL), or other manufacturer's labels affixed to ComAp Products or packaging.</li> </ol>

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<p>24 <b>Labelling at Customer's Request</b></p>	<p>ComAp may, at its discretion, provide customized labelling (e.g., private label branding) at the Customer's request.</p>
	<p>If ComAp agrees to provide customized labelling, the Customer:</p> <ul style="list-style-type: none"> <li>a) warrants that it has all necessary rights and authority to authorize ComAp to use such labels, logos, trademarks, or other materials;</li> <li>b) grants ComAp a non-exclusive licence to use such materials solely for the purpose of labelling the Products as requested; and</li> <li>c) shall indemnify and hold ComAp harmless from any claims, damages, or costs arising from the use of such customized labelling, including claims of intellectual property infringement.</li> </ul>
<p>25 <b>Resale and Transfer Restrictions</b></p>	<p>The Customer shall inform ComAp in writing of any Product resale or transfer, including the identity of the transferee.</p> <p>The Customer shall inform the transferee of applicable warranty terms and provide Product documentation.</p> <p>Warranty and technical support obligations transfer to subsequent purchasers or transferees only upon ComAp's written agreement.</p>

## Risk and Title

<p>26 <b>Risk Transfer</b></p>	<p>Risk of loss or damage to the Products transfers to the Customer upon Delivery, as specified in the Agreement.</p>
<p>27 <b>Retention of Title</b></p>	<p>Title to the Products remains with ComAp until the Customer has paid the Total Price in full, including any interest on late payments.</p>
<p>28 <b>Obligations During Retention Period</b></p>	<p>Until title passes to the Customer, the Customer shall:</p> <ul style="list-style-type: none"> <li>a) hold the Products as bailee or custodian or in a similar capacity for ComAp;</li> <li>b) store the Products (at no cost to ComAp) separately in accordance with applicable industry standards or ComAp's instructions, clearly identified as ComAp's property;</li> <li>c) not destroy, deface, remove, or obscure any identifying marks or packaging;</li> <li>d) insure the Products against all risks at the Customer's expense for their full replacement value, naming ComAp as loss payee, and provide proof of insurance upon ComAp's request;</li> <li>e) take all necessary steps under local law to ensure the enforceability of ComAp's retention of title, including toward third parties; and</li> <li>f) return the Products to ComAp immediately upon ComAp's request.</li> </ul>
<p>29 <b>Breach and Remedies</b></p>	<p>If the Customer breaches its obligations under Article 27 (Retention of Title) or Article 28 (Obligations During Retention Period), ComAp may:</p> <ul style="list-style-type: none"> <li>a) immediately repossess the Products without liability for any costs or damages arising from repossession;</li> <li>b) claim reimbursement of all costs incurred in connection with the breach, including repossession costs, storage costs, inspection costs, and legal costs; and</li> <li>c) if the Products are lost, destroyed, damaged beyond economic repair, or cannot be located for repossession, claim liquidated damages equal to the Price of the affected Products.</li> </ul> <p>ComAp may pursue any other remedies available under applicable law in addition to or instead of the remedies above.</p>

**30 Services Provided by ComAp**

ComAp provides the following types of Services:

Type of Service	Scope	Price
a) <b>Product Support</b>	Product support and troubleshooting as defined in Services Specification; Product warranty services	Included in the Price of Products
b) <b>Additional Services</b>	Custom-tailored services including installation, cabling, Commissioning, post-Product warranty services or consultations specified in the Agreement	Specified in the Agreement The minimum rate is € 3,000 per man-day
c) <b>Customer Training</b>	Training and education for Customers	Specified in the Agreement

Service details are provided in [ComAp Service Definition](#)

**31 Customer's Obligations**

**1. General Cooperation Obligation**

The Customer shall actively cooperate with ComAp when requesting the Services or in the performance of Services. Successful and timely Service performance depends on the Customer's timely fulfilment of its obligations under the Agreement.

**2. Access and Resources**

The Customer shall:

- a) provide ComAp with timely access to the installation site, relevant equipment, and personnel as reasonably required;
- b) ensure that its systems and environment are prepared and safe for ComAp to carry out the Services;
- c) ensure that all necessary third-party equipment, utilities, and infrastructure are available and operational;
- d) provide working space, power supply, internet connectivity, and other facilities reasonably required for Service performance;
- e) ensure compliance with all health, safety, and security requirements at the Customer's premises; and
- f) coordinate with third parties, equipment vendors, and other stakeholders as necessary for Service completion.

**3. Information and Approvals**

The Customer shall:

- a) provide accurate and complete technical information, specifications, site surveys, and existing system documentation as reasonably required by ComAp;
- b) respond to ComAp's requests for information, approvals, and decisions within 5 business days or within such other period as reasonably specified by ComAp considering the nature of the request;
- c) review and approve design documentation, test procedures, and other submissions within the timeframes specified in the Agreement or as otherwise reasonably requested by ComAp; and
- d) promptly provide all information and approvals necessary for ComAp to perform the Services.

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**4. Consequences of Non-Cooperation**

Failure to fulfil obligations under this Article may result in delays and additional costs as set forth in Article 32 (Performance of Services).

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**32 Performance of Services****1. Performance Timeline**

ComAp will use reasonable efforts to meet the agreed dates and scope of performance of Services. Any specified performance period or date is indicative only.

If the performance is delayed, ComAp will notify the Customer and redefine the timeline of performance.

**2. Timeline Extensions**

The Service performance timeline shall be automatically extended by the period of any delay caused by:

- a) Force Majeure events;
- b) the Customer's failure to fulfil its obligations under Article 31 (Customer's Obligations), including delays in providing access, information, specifications, approvals, site readiness, or other required cooperation;
- c) changes to the Service scope or requirements requested by the Customer;
- d) delays caused by third parties, government authorities, utilities, equipment vendors, or other factors beyond ComAp's reasonable control;
- e) site conditions that differ materially from those specified in the Agreement or represented by the Customer; or
- f) delays in obtaining permits, licences, or regulatory approvals that are the Customer's responsibility.

ComAp shall not be liable for any consequences of delays covered by this provision.

**3. Costs of Customer-Caused Delays**

Where delays result from the Customer's acts or omissions, the Customer shall reimburse ComAp for all additional costs incurred, including:

- a) standby costs while waiting for Customer cooperation;
- b) demobilization and re-mobilization costs;
- c) extended travel, accommodation, and subsistence costs;
- d) storage costs for equipment or materials; and
- e) costs of rescheduling resources and personnel.

Additional costs will be calculated at the rates specified in the Agreement or, if not specified, at ComAp's then-current standard service rates.

**4. Suspension or Termination for Prolonged Delays**

If Customer-caused delays exceed 30 consecutive days, ComAp may, at its discretion:

- a) suspend performance until the Customer fulfils its obligations, without liability for such suspension; or
- b) terminate the affected Services in accordance with Article 63 (Termination by ComAp for Customer's cause).

The Customer shall reimburse ComAp for all costs incurred up to the point of suspension or termination.

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**33 Services Completion and Acceptance****1. Notification of Service Completion**

Upon completing Services, ComAp shall notify the Customer in writing that Services are complete. This Completion Notification may be in the form of: a Handover Protocol; a Commissioning Protocol; a Service Protocol; or other written description describing the Services performed and confirming that they

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are complete and ready for the Customer's use. The form of notification does not affect its legal effect.

## 2. Customer Response to Completion Notification

Within 7 days of receiving the Completion Notification, the Customer shall:

- a) sign the Completion Notification confirming Services are complete (the Acceptance); or
- b) refuse the Acceptance in writing, specifying:
  - i. which Services remain incomplete or were not performed according to the Agreement scope; or
  - ii. Material Defects; AND
  - iii. evidence supporting the objection.

## 3. Grounds for Refusal

The Customer may refuse Acceptance only if:

- a) Services are genuinely incomplete (tasks required by the Agreement scope were not performed); or
- b) Material Defects.

Other than Material Defects do not entitle the Customer to refuse Acceptance and will be addressed under the Warranty section provisions.

## 4. Deemed Acceptance

Services are deemed accepted if the Customer:

- a) fails to respond within 7 days of receiving the Completion Notification;
- b) refuses Acceptance for reasons other than those specified in this Article; or
- c) commences commercial or operational use of the Services before Acceptance or valid refusal.

## 5. Consequences of Acceptance

Upon Acceptance (whether formal or deemed):

- a) Payment for Services becomes due in accordance with the payment terms specified in the Agreement or Payment section;
- b) The Customer may use the Services for their intended purpose;
- c) The Customer assumes full operational responsibility for maintaining and using the Services; and
- d) ComAp has no liability for issues arising from the Customer's use or operation of Services prior to Acceptance.

## 6. Remedy of Incomplete Services or Defects

If the Customer validly refuses Acceptance under this Article, ComAp shall remedy the incomplete Services or Material Defects within a reasonable time.

Upon completing the remedy, ComAp shall submit a revised Completion Notification, and the procedure under this Article will recommence.

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### 34 Product Support

For Product Support Services, Service Completion and Acceptance occur automatically upon ComAp providing the support or completing the troubleshooting activity. No Completion Notification is required unless specifically requested by the Customer or required by ComAp.

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### 35 ComAp Cloud Identity (CCI)

Certain digital Services may only be provided to Customers who register with ComAp Cloud Identity ("CCI").

CCI and digital Services accessed through CCI are subject to specific terms and conditions that differ from the GTC. In case of any conflict between the CCI terms and the GTC, the CCI terms will prevail with respect to CCI and digital Services accessed through CCI.

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By registering for CCI, the Customer acknowledges that it has read and agrees to the CCI terms and conditions.

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**36 Technical Support**

ComAp may use autonomous systems (including artificial intelligence) to provide technical support. The use of autonomous systems is subject to specific Terms of Use that differ from the GTC. In case of any conflict between the Terms of Use for autonomous systems and the GTC, the Terms of Use will prevail with respect to technical support provided by autonomous systems.

The Customer acknowledges that autonomous systems may have limitations and that ComAp does not warrant the accuracy or completeness of information provided by autonomous systems.

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## Payment

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**37 Pricing**

The Customer shall pay the Total Price in full without any discount, deduction, withholding, offset, or counterclaim, except with ComAp's prior written consent.

The Customer may not assign any claims against ComAp to any third party, without ComAp's prior written consent.

ComAp may adjust the Total Price to reflect changes in applicable tax rates.

A minimum invoiced amount of €100 applies to each invoice, regardless of the Total Price.

ComAp may charge the Customer a handling fee for orders with a Price below €350.

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**38 Payment Timing**

Unless otherwise specified in the Agreement or on the invoice, payment of invoices issued by ComAp is due within 14 days of the invoice date.

Payment is deemed completed when the full amount is credited to ComAp's designated bank account.

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**39 Late Payment**

If the Customer fails to pay by the due date, ComAp may charge interest on the overdue amount at a rate of 15% per annum or the maximum rate permitted by applicable law, whichever is lower.

Interest accrues daily from the due date until payment is completed.

ComAp may also claim any statutory compensation for recovery costs as permitted by applicable law.

ComAp's failure to immediately exercise its rights upon late payment does not constitute a waiver of ComAp's right to enforce full payment or charge interest.

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**40 Conditional Delivery**

ComAp may, at its discretion, require:

- a) advance payment of all or part of the Total Price before Delivery or commencement of Services;
- b) milestone payments tied to Delivery or performance stages; or
- c) reasonable security for payment, including letters of credit, bank guarantees, or parent company undertakings.

If ComAp requires advance payment and the Customer fails to make such payment by the agreed date:

- a) the Delivery timeline will be automatically extended by the period of delay;
  - b) ComAp will not be liable for any consequences of such delay; and
  - c) ComAp may, at its discretion, terminate the Agreement and retain any amounts already paid as liquidated damages for costs incurred.
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If ComAp delivers Products or commences Services prior to full payment and ComAp has reasonable grounds to believe the Customer will not pay when due, ComAp may suspend further performance until payment is made or adequate security is provided.

**41 Credit Limit**

ComAp may provide the Customer with a credit limit.

The Customer may acquire Products/Services on credit up to the amount of the credit limit.

If the aggregate of the Customer's outstanding unpaid invoices plus new Orders placed exceeds the credit limit, ComAp may:

- a) suspend Delivery of Products or provision of Services until the amount is reduced below the credit limit; and
- b) require immediate payment of the amount exceeding the credit limit.

ComAp may modify or withdraw the credit limit at any time by written notice to the Customer.

**42 Payment Method**

All payments shall be made by bank transfer to ComAp's designated bank account, including reference to the invoice number and the Customer's name.

If ComAp makes a payment gateway available, the Customer agrees to the gateway's terms of use. The Customer will bear any fees charged by the payment gateway.

The Customer will bear all costs, fees, and charges associated with making payment, including bank transfer fees, currency conversion costs, and any other transaction costs.

For Customers located in the United States: Products/Services may be paid by check drawn on a U.S. bank in U.S. funds, in addition to the payment methods specified in this Article. Payment by check is deemed executed when the check clears and funds are credited to ComAp's account.

**43 Currency and Exchange Rates**

Unless otherwise specified in the Agreement, payment shall be made in the currency stated on the invoice.

If the Customer makes payment in a currency different from the invoice currency:

- a) the currency must be freely convertible;
- b) the Customer will bear all currency conversion costs and fees; and
- c) ComAp will determine the applicable exchange rate at a commercially reasonable rate.

The Customer will bear any shortfall resulting from exchange rate fluctuations or currency conversion during payment processing. ComAp will credit any overpayment to the Customer's account or refund it, minus any transaction costs incurred by ComAp.

**44 Responsibility for Costs**

The Customer will bear all costs resulting from the Customer's failure to fulfil its obligations under the Agreement, including costs arising from failure to provide required documentation, comply with regulatory requirements, or obtain necessary approvals.

If ComAp incurs tax liabilities, penalties, or charges due to the Customer's failure to comply with its obligations, the Customer will reimburse ComAp within 14 days of ComAp's written demand.

**45 Disputed Invoices**

If the Customer disputes any invoice in good faith, the Customer shall notify ComAp in writing within 14 days, providing reasons for the dispute.

The Customer shall pay all undisputed amounts by the original due date. Failure to pay undisputed or untimely disputed amounts will result in late payment interest on those amounts.

46	<b>Time-Bar for Claims</b>	ComAp's right to claim payment of overdue debts remains enforceable for 5 years from the invoice due date, or for any longer period provided under applicable law.
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## Intellectual Property Rights

47	<b>Intellectual Property</b>	<p>All Intellectual Property Rights associated with the Products/Services and related documentation are and remain the exclusive property of ComAp or its licensors. No transfer of ownership of any Intellectual Property Rights is made under the Agreement.</p> <p>The Customer's rights to use ComAp's Intellectual Property are granted solely under, and are subject to, the applicable Licence Agreement.</p>
48	<b>Infringement Reporting and Cooperation</b>	<p>The Customer shall immediately notify ComAp in writing of any suspected infringement or unauthorized use of ComAp's Intellectual Property, including any suspicion of counterfeit or altered Products.</p> <p>The Customer shall cooperate with ComAp in investigating and remedying such infringement. ComAp will bear all costs of such cooperation.</p>
49	<b>Prohibition on Transfer of Rights</b>	The Customer shall not transfer, assign, sublicense, or otherwise grant rights to ComAp's Intellectual Property to any third party without ComAp's prior written consent, unless expressly permitted in the Licence Agreement.

## Product Warranty

50	<b>Warranty Scope</b>	<p>ComAp warrants that Products will be free from material defects that are attributable to ComAp.</p> <p>ComAp may reject warranty claims for defects or nonconformity resulting from:</p> <ol style="list-style-type: none"> <li>a) Improper use or handling: use contrary to documentation or intended purpose, misuse, improper installation, commissioning, storage, handling, or failure to follow ComAp's instructions;</li> <li>b) Unauthorized modifications or integration: modifications to Products (whether mechanical or software-based), unauthorized integration with third-party systems, or relocation or reinstallation in a different environment than originally specified;</li> <li>c) Unauthorized components or Customer-supplied Items: use of unsupported, outdated, or unlicensed software; use of non-original or non-approved spare parts; materials, specifications, or designs supplied by the Customer;</li> <li>d) External conditions: environmental or electrical conditions outside specified parameters (including power surges, incorrect voltage, or extreme temperatures); Force Majeure events; failure of ancillary equipment (including failures caused by improper operation, incorrect power supply, frequency, or voltage); or site conditions that materially differ from those specified in the Agreement;</li> <li>e) Normal wear and tear;</li> <li>f) Inadequate maintenance or unauthorized service: inadequate maintenance, repairs by unauthorized persons, or continued use after a defect became known;</li> </ol>
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- g) Customer breach of obligations: failure to cooperate with ComAp, providing false or incomplete information, or use or operation of Products/Services prior to formal acceptance or handover; or
- h) Any cause beyond ComAp's reasonable control or not attributable to ComAp.

The warranties in this Section and the remedies in Article 53 (Warranty Claim Assessment) are the Customer's sole and exclusive remedies under the Agreement. The Customer waives any other warranty claims, whether statutory, implied, or arising from course of dealing or trade usage, to the fullest extent permitted by applicable law.

Services are provided "as is" with no warranty.

Warranty excludes travel or other expenses incurred whilst travelling to/from or staying on-site for any warranty related visits.

## 51 **Warranty Period**

The warranty period for Products is 24 months and starts upon Delivery of the Products. The warranty period for Spare Parts is 6 months and starts upon Delivery of the Spare Parts.

ComAp may offer extended warranty periods for additional charges as specified in the Agreement.

The warranty period is suspended during ComAp's assessment and repair of any warranty claim.

If a Product is replaced under warranty, the warranty period for the replacement Product continues from the original warranty start date and does not restart.

## 52 **Warranty Claim**

To make a valid warranty claim for Products, the Customer must:

- a) provide proof of lawful acquisition of the Products;
- b) submit the claim in writing within the warranty period;
- c) notify ComAp in writing within 14 days of discovering the defect;
- d) deliver the Products in suitable packaging at the Customer's cost to the location specified by ComAp; and
- e) provide a sufficiently detailed description of the defect to enable ComAp to identify and assess it.

ComAp may, at its discretion, conduct remote diagnostics instead of requiring physical delivery.

## 53 **Warranty Claim Assessment**

ComAp will assess warranty claims promptly and will notify the Customer in writing whether the claim is accepted or rejected.

For accepted claims, ComAp may, at its discretion:

- a) repair the Product;
- b) replace the Product with a new or functionally equivalent Product; or
- c) refund the Price paid, in whole or in part.

ComAp will not reimburse any other costs incurred by the Customer, including costs of removal, reinstallation, lost production time, travel, or third-party involvement.

For rejected claims, ComAp may charge the Customer for all costs incurred in assessing the claim, including on-site diagnosis, shipment, transport, travel, inspection, testing, and any third-party costs. If requested by the Customer, ComAp will return the Products at the Customer's expense.

The remedies provided in this Article are the Customer's sole remedies for defects covered by the Warranty.

54	<b>Third Party Products</b>	For Third Party Products supplied with or as part of Products/Services, the manufacturer's warranty applies, if any. ComAp may, at its discretion provide warranty of the same scope and duration as for ComAp-manufactured Products; or provide warranty on different terms as specified in the Agreement.
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## Liability

55	<b>Limitation and Exclusion of Liability</b>	<p><b>1. Scope of Limitation</b> This Article limits ComAp's liability to the Customer. This Article does not limit or affect:</p> <ul style="list-style-type: none"> <li>a) the Customer's obligations to ComAp under the Agreement, including payment, indemnification, liquidated damages, and other obligations; or</li> <li>b) to the extent prohibited by applicable law, liability for bodily injury, death, fraud, or wilful misconduct.</li> </ul> <p><b>2. General Limitation</b> To the fullest extent permitted by applicable law, ComAp's liability for any damage or loss arising from or in connection with the Agreement is limited and excluded as set forth in this Article.</p> <p><b>3. Liability Cap</b> ComAp's total aggregate liability for any and all claims arising out of or in connection with the Agreement—whether in contract, tort (including negligence), breach of statutory duty, or otherwise—will not exceed the Price paid by the Customer for the specific Product/Service giving rise to the claim.</p> <p><b>4. Aggregate Annual Cap</b> In addition to the per-claim cap above, ComAp's total aggregate liability to the Customer for all claims arising in any consecutive 12-month period shall not exceed the greater of:</p> <ul style="list-style-type: none"> <li>a) €500,000; or</li> <li>b) 150% of the total amounts paid by the Customer to ComAp during the 12 months preceding the first claim in that period.</li> </ul> <p>This aggregate cap applies regardless of the number of claims, incidents, or causes of action, and includes all liability under the Agreement whether arising in contract, tort, or otherwise.</p> <p><b>5. Direct Damages Only</b> Subject to the Liability Cap, ComAp is liable only for proven direct damages directly resulting from ComAp's breach of the Agreement. ComAp has no liability where:</p> <ul style="list-style-type: none"> <li>a) the warranty exclusions specified in Article 50 (Warranty Scope) apply;</li> <li>b) the damage results from acts or omissions of the Customer or third parties; or</li> <li>c) the Customer breached the Agreement and such breach caused or contributed to the damage or loss claimed.</li> </ul> <p><b>6. Duty to Mitigate</b> A Party claiming damages must take reasonable steps to mitigate any loss arising from the other Party's breach. The breaching Party is not liable for losses that the claiming Party could have avoided through reasonable mitigation efforts.</p>
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56	<b>Third Party Products</b>	ComAp's liability for Third Party Products is limited to the warranty and liability provided by the third-party manufacturer.
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57	<b>Excluded Damages</b>	To the fullest extent permitted by applicable law, neither Party will be liable for:
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- a) indirect or consequential losses, including loss of profit, business, revenue, data, opportunity, contracts, goodwill, or anticipated savings;
  - b) increased overheads, administrative costs, or internal costs (including management time);
  - c) legal fees, attorneys' fees, or other professional fees claimed as damages (this does not affect cost awards in arbitration or litigation under the Dispute Resolution provisions); or
  - d) claims by third parties, except to the extent covered under Article 58 (Indemnification).

These exclusions apply regardless of whether such losses are classified as direct or indirect, and regardless of whether such losses were foreseeable.

The exclusions in this Article do not limit or exclude liability for bodily injury or death; fraud or fraudulent misrepresentation; or wilful misconduct.

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## 58 Indemnification

The Customer shall indemnify and hold ComAp harmless from any third-party claims, damages, and costs (including reasonable legal fees) arising from:

- a) Product liability claims: Claims for bodily injury, death, or property damage caused by (i) the Customer's unauthorized modifications or alterations to Products; (ii) materials, specifications, or instructions provided by the Customer to ComAp; (iii) the Customer's improper use, installation, or maintenance of Products; or (iv) the Customer's failure to follow ComAp's instructions or warnings.
- b) Regulatory and government claims: Fines, penalties, or enforcement actions by governmental authorities arising from the Customer's breach of: (i) export control, sanctions, or trade compliance laws; (ii) environmental, health, or safety regulations; or (iii) data protection laws (including GDPR violations).
- c) Intellectual Property claims: Claims that materials, content, branding, or data provided by the Customer to ComAp infringe third-party Intellectual Property Rights.
- d) Commercial and contractual claims: Claims arising from the Customer's representations, warranties, or statements to third parties regarding Products/Services.

The Customer shall cooperate with ComAp in the defence of any such claims.

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## 59 Liquidated Damages

### 1. Purpose and Rationale

The Parties acknowledge that the breaches listed below may cause ComAp losses that are inherently difficult to quantify precisely. The amounts specified in this Article represent the Parties' genuine pre-estimate of such losses and are not intended as penalties.

### 2. Applicable Breaches

This Article applies to the following breaches by the Customer:

- a) unauthorized use, reproduction, disclosure, or commercial exploitation of ComAp's Intellectual Property Rights;
- b) unauthorized disclosure or use of Confidential Information;
- c) unauthorized resale, export, or distribution of Products in violation of the Agreement or applicable laws;
- d) delivery or transfer of Products to sanctioned entities or jurisdictions; or
- e) removal, modification, alteration, or obscuring of ComAp's product markings, trademarks, serial numbers, or compliance marks.

### 3. Liquidated Damages Amount

For breaches under this Article, ComAp may elect to claim liquidated damages in the amount of the greater of:

- a) 10% of the Total Price of the affected Products/Services; or

b) €5,000.

For breaches under paragraph (a) above (Intellectual Property) involving intentional or repeated infringement, the liquidated damages amount is the greater of:

- a) 100% of the Total Price of the affected Products/Services; or
- b) €50,000.

#### 4. Election of Remedies

ComAp may elect to claim either liquidated damages under this Article or actual proven damages, but not both for the same breach. ComAp's election does not affect its right to:

- a) seek injunctive or other equitable relief from any court of competent jurisdiction;
- b) terminate the Agreement under Article 63 (Termination by ComAp for Customer's cause); or
- c) claim indemnification under Article 58 (Indemnification) for third-party claims arising from the same or related conduct.

#### 5. Relationship to Liability Limitations

Liquidated damages under this Article are not subject to the liability cap in Article 55 (Limitation and Exclusion of Liability) or the aggregate annual cap.

#### 6. Multiple Breaches

If the Customer commits multiple distinct breaches under this Article, liquidated damages may be claimed separately for each breach.

## Force Majeure

60	<b>Obligation to Mitigate</b>	Each Party shall take commercially reasonable measures to prevent and mitigate the effects of any Force Majeure event on its performance under the Agreement.
61	<b>Obligation to Notify</b>	<p>A Party claiming Force Majeure ("<b>Relying Party</b>") shall promptly notify the other Party in writing, providing:</p> <ul style="list-style-type: none"> <li>a) a description of the Force Majeure event; and</li> <li>b) the expected impact on the Relying Party's performance under the Agreement.</li> </ul> <p>If the Relying Party fails to provide prompt notice (except where notification was impossible due to the Force Majeure event itself), the Relying Party will not be excused from performance.</p>
62	<b>Suspension and Termination</b>	<p>Neither Party will be liable for any delay or failure to perform its obligations under the Agreement to the extent such delay or failure is directly caused by Force Majeure and the effects could not reasonably have been avoided or overcome.</p> <p>Performance of the affected obligations will be suspended for the duration of the Force Majeure event.</p> <p>If the Force Majeure event continues for more than 60 consecutive days, the non-affected Party may terminate the affected portion of the Agreement by written notice with immediate effect, without liability to either Party.</p>

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**63 Termination by ComAp for Customer's cause****1. Termination Triggers**

ComAp may terminate the Agreement by written notice if the Customer:

- a) fails to pay undisputed amounts exceeding €10,000 within 30 days of the due date and does not remedy such failure within 14 days of written notice from ComAp;
- b) commits a material breach of the Agreement (other than payment) and fails to remedy it within 30 days of receiving written notice from ComAp specifying the breach;
- c) breaches export control, sanctions, or anti-corruption obligations;
- d) a change of control of the Customer occurs whereby a direct competitor of ComAp acquires control;
- e) becomes subject to insolvency, bankruptcy, reorganization, or liquidation proceedings; or
- f) or any of its directors or officers is convicted of a criminal offense related to its business activities.

**2. Material breach**

Material breach according to this Article includes breaches that substantially impair the value of the Agreement to ComAp, repeated violations after written warning, or unauthorized use of ComAp's Intellectual Property Rights.

**3. Effective Date of Termination**

Termination is effective (i) immediately; or (ii) upon expiry of the applicable cure period for paragraphs (a) and (b).

**4. Consequences of Termination**

Upon termination according to this Article:

- a) all outstanding amounts become immediately due and payable, including the Total Price of (i) Products/Services already delivered or provided; (ii) undelivered but customized Products; and (iii) Services commenced but not completed;
- b) all licences terminate, and the Customer shall immediately cease using ComAp's Intellectual Property;
- c) ComAp may repossess Products for which title has not passed; and
- d) ComAp may claim damages subject to the Liability provisions.

**5. Cumulative Remedies**

Termination under this Article does not limit or affect ComAp's right to:

- a) claim liquidated damages under Article 59 (Liquidated Damages) for breaches occurring prior to or giving rise to termination;
- b) claim indemnification under Article 58 (Indemnification) for third-party claims arising from the Customer's acts or omissions; or
- c) pursue any other remedies available under the Agreement or applicable law.

All such rights and remedies are cumulative and not exclusive.

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**64 Termination by Customer for ComAp's cause**

The Customer may terminate the Agreement only for:

- a) reasons specified in Force Majeure section;
  - b) Delivery delays specified in Article 14 (Delivery Schedule); or
  - c) if ComAp: (i) becomes subject to insolvency or liquidation proceedings; (ii) after the Customer's written warning repeatedly delivers materially defective Products that substantially impairs the value of the Agreement; or (iii)
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commits a material breach of confidentiality or Intellectual Property obligations.

Upon termination according to this Article, ComAp shall refund payments for Products/Services not delivered or provided, excluding customized Products already manufactured, after deducting amounts owed by the Customer to ComAp.

65	<b>Termination for Convenience</b>	ComAp may terminate the Agreement for convenience by providing 30 days' written notice to the Customer. ComAp shall refund payments for Products/Services not delivered or provided, after deducting amounts owed by the Customer to ComAp.
66	<b>Settlement Date</b>	All rights and obligations between the Parties will be determined as of the date of termination.

## Compliance and Corporate Responsibility

### Product/Service Use and Responsibility

67	<b>Customer Use Obligations</b>	<p>The Customer shall:</p> <ol style="list-style-type: none"> <li>a) comply with all applicable laws, regulations, technical standards, manuals, and documentation relevant to the use, installation, operation, and maintenance of the Products/Services;</li> <li>b) assume sole responsibility for selecting Products/Services suitable for the Customer's intended purpose;</li> <li>c) conduct all necessary testing and quality control procedures to ensure fitness for use;</li> <li>d) not rely on any statement, advice, or recommendation by ComAp not expressly included in the Agreement; and</li> <li>e) contact ComAp in advance for written confirmation before using Products in life-critical systems or nuclear applications.</li> </ol>
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### Regulatory Compliance (Environment, Health & Safety)

68	<b>ComAp Product Compliance</b>	<p>ComAp declares that its Products comply with applicable requirements of the following regulations as in effect at the time of manufacture:</p> <ol style="list-style-type: none"> <li>a) EU Directive 2011/65/EU (RoHS);</li> <li>b) EU Regulation 2017/821 and Section 1502 of the U.S. Dodd-Frank Act (conflict minerals);</li> <li>c) EU Regulation 1907/2006 (REACH); and</li> <li>d) EU Regulation 2019/1021 (POPs).</li> </ol> <p>This declaration is based on information provided by ComAp's suppliers and is made to the best of ComAp's knowledge.</p>
69	<b>Local Health and Safety Obligations</b>	The Customer shall comply with all applicable health, safety, and environmental regulations when using, installing, operating, or disposing of Products/Services.
70	<b>Waste Management</b>	ComAp complies with applicable waste handling and disposal obligations, including EU Directive 2008/98/EC on waste.

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The Customer shall properly dispose of Products in accordance with applicable environmental laws, including EU Directive 2008/98/EC on waste.

If ComAp handles waste disposal at the Customer's request, ComAp may charge reasonable disposal costs. The Customer's indemnification obligations under Article 58 (Indemnification) apply to any breach of disposal requirements.

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## Export Controls and Sanctions

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**71 Sanctions and Export Controls Compliance**

Each Party declares that, as of the date of entering into the Agreement, it is not subject to sanctions under UN, EU, U.S., or UK law and that it complies with all applicable export control regulations.

The Customer shall not, directly or indirectly:

- a) supply, export, re-export, or transfer Products/Services to any sanctioned country, entity, or person under UN, EU, U.S., or UK sanctions;
- b) supply, export, re-export, or transfer Products/Services to Russia or Belarus; or
- c) supply Products/Services to any third party where there is reasonable suspicion that the Products may be re-exported to prohibited jurisdictions.

The Customer shall immediately notify ComAp in writing if the Customer or any of its affiliates becomes subject to any sanctions or export restrictions.

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**72 Sanctions Declaration**

ComAp may require the Customer to complete and submit ComAp's Sanctions and Export Rules Form (SERF), confirming that:

- a) the Customer and its owners, beneficial owners, and directors are not listed on any sanctions lists (including UN, EU, OFAC, and UK lists); and
- b) the Customer will not supply Products/Services to restricted countries or sanctioned entities.

Long-term Customers shall update and resubmit the SERF annually or upon ComAp's request.

If the Customer refuses to complete the SERF, provides false information, or fails to update the SERF as required, ComAp may refuse Orders, suspend Delivery, or terminate the Agreement with immediate effect.

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## Ethics and Responsible Business Conduct

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**73 Ethics and Responsible Business**

Each Party declares and undertakes that it:

- a) does not support or engage in terrorist activities or in the development, financing, or distribution of weapons of mass destruction or missile technology;
- b) shall comply with all applicable anti-bribery and anti-corruption laws, including the UK Bribery Act 2010 and the U.S. Foreign Corrupt Practices Act, and shall not offer or accept any bribe, kickback, or improper benefit;
- c) does not employ or tolerate child labour and uses reasonable efforts to ensure supply chain compliance with applicable laws prohibiting child labour; and
- d) shall comply with applicable whistleblower protection laws and maintain mechanisms for internal reporting of illegal or unethical conduct.

The Customer shall not export, transfer, or make available Products/Services or ComAp's technology to any entity engaged in prohibited activities under paragraph (a).

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## Data Protection and Privacy

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74 <b>Data Protection Laws Compliance</b>	Each Party shall comply with all applicable data protection laws and regulations, including Regulation (EU) 2016/679 (GDPR), Directive 2002/58/EC (ePrivacy Directive), and Regulation (EU) 2023/2854 (Data Act), and shall ensure lawful and secure processing of any personal data exchanged under the Agreement.
75 <b>Roles and Responsibilities</b>	Where the processing of personal data under GDPR is required for performance of the Agreement, the Parties shall define their respective roles and responsibilities in a separate data processing agreement (DPA) or in relevant provisions of a Specific Agreement.  Where the processing or sharing of non-personal data or product-related data under the Data Act is applicable, the Parties may enter into a separate agreement specifying the conditions for access, use, and sharing of such data. Until such agreement is executed, such data shall be processed in accordance with applicable law and the terms of this Agreement.
76 <b>Customer's Data Protection Obligations</b>	The Customer shall:  a) ensure it has a valid legal basis under applicable data protection laws for any personal data shared with ComAp;  b) inform data subjects of such sharing in accordance with applicable law; and  c) not provide ComAp with personal data unless strictly necessary for the performance of the Agreement.
77 <b>Security and Confidentiality</b>	Each Party shall implement appropriate technical and organizational measures to ensure the security, confidentiality, and integrity of data processed under the Agreement.  ComAp shall apply such measures in accordance with applicable law and, where ComAp acts as a data controller or processor of personal data, in accordance with the principles of data minimization and data protection by design and by default.
78 <b>International Data Transfers</b>	The Customer acknowledges that ComAp may transfer personal data to countries outside the European Economic Area (EEA) in connection with the Agreement, including to ComAp Group entities and service providers. Such transfers will be conducted in accordance with applicable data protection laws using appropriate safeguards.
79 <b>Breach Notification</b>	Each Party shall promptly (or within a period specified by applicable mandatory rules) notify the other in writing of any personal data breach or material security incident affecting data processed under the Agreement and shall cooperate in good faith to address such incidents.
80 <b>Data Rights and Access</b>	<b>1. ComAp Data</b> Unless expressly provided in the LTC or required by applicable law, the Customer has no right to access ComAp's internal data. The Customer's rights to access product data, related service data, or other data made available by ComAp are governed exclusively by the LTC.  <b>2. Customer and Product Data</b> Any rights and obligations regarding the access to, use of, processing of, or sharing of data generated or collected through the Products or Services—including product data, related service data, and operational data—are governed by the applicable licence agreement.  <b>3. Access Credentials</b> Standard password recovery procedures are described in the applicable user documentation. ComAp will assist with credential recovery only in exceptional cases where standard procedures cannot be used.

### Applicable Law and Dispute Resolution

81	<b>UN Convention</b>	The United Nations Convention on Contracts for the International Sale of Goods of Vienna, 1980, will not apply to the Agreement.
82	<b>Amicable Dispute Resolution</b>	<p>The Parties shall attempt to resolve any Dispute through good faith negotiations within thirty (30) days of one Party providing written notice of the Dispute to the other Party.</p> <p>If no settlement is reached, the Dispute will be resolved in accordance with Article 83 (Governing Law and Dispute Resolution).</p>
83	<b>Governing Law and Dispute Resolution</b>	<p><b>1. Governing law</b> The Agreement, including any non-contractual obligations arising out of or in connection with it, will be governed exclusively by the substantive laws (excluding conflict-of-laws rules) of the country in which the ComAp entity with which the Customer concluded the Agreement is incorporated, as specified in the table below. If the ComAp entity is not listed or the jurisdiction is unclear, Czech law will apply as the default governing law.</p> <p><b>2. Dispute resolution</b> Disputes will be resolved either by the courts or by arbitration as specified in the table below, based (i) on the ComAp entity with which the Agreement was concluded and (ii) the value of the claim. The value of the claim is determined by the amount claimed in the initial statement of claim or request for arbitration, including any counterclaims. Interest and legal costs are excluded from this calculation.</p> <p><b>3. Equitable relief</b> Nothing in this Section prevents either Party from seeking interim, injunctive, or other equitable relief from any court of competent jurisdiction to prevent irreparable harm, including for actual or threatened breaches of Intellectual Property Rights, confidentiality obligations, or export control restrictions. Such relief may be sought prior to, during, or after any arbitration or litigation proceedings.</p> <p><b>4. Language</b> The language of the proceedings will be English, unless the mandatory court rules require another language.</p> <p><b>5. Place</b> The place of the dispute resolution will be as specified in the table below.</p> <p><b>6. Arbitral Tribunal</b> The arbitral tribunal will consist of:</p> <ol style="list-style-type: none"> <li>a) a sole arbitrator for disputes with a value below €500,000; or</li> <li>b) three arbitrators for disputes with a value of €500,000 or above, appointed in accordance with the rules of the applicable arbitration institution.</li> </ol> <p><b>7. Arbitral Award</b> Any arbitral award rendered pursuant to this section will be final, binding, and enforceable in any court of competent jurisdiction. The Parties irrevocably waive, to the extent permitted by applicable law, any right of appeal, review, or recourse to any court or other authority with respect to such award, except for enforcement purposes. Unless otherwise determined in the final award, all arbitration costs, including reasonable attorneys' fees, will be borne by the Party whose claims or defenses have been substantially rejected.</p>

ComAp Entity	Governing law	Dispute ≤ € 100.000	Dispute ≥ € 100.000
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ComAp a.s. (Czech Republic)	Czech law	Czech courts	Arbitration administered by the Arbitration Court with the Czech Chamber of Commerce and the Agricultural Chamber of the Czech Republic in Prague under the its Rules
ComAp GmbH (Germany)	German law	German courts	Mannheim Commercial Court
ComAp S.r.l. (Italy)	Italian law	Italian courts	Arbitration administered by the Milan International Chamber of Commerce in Treviso under its Rules
ComAp France SAS (France)	French law	French courts	Commercial Court of Beauvais
ComAp Control Ltd (UK)	English law	English courts	Arbitration administered by the London Court of International Arbitration (LCIA) in London under its Rules
ComAp Control Iberia S.L. (Spain)	Spanish law	Spanish courts	
ComAp a.s. – DMCC Branch (UAE)	UAE law	UAE courts	Arbitration administered by the Dubai International Arbitration Centre in Dubai under its Rules
COMAP TURKEY kontrol sistemleri Ltd. (Turkey)	UAE law	UAE courts	Arbitration administered by the Dubai International Arbitration Centre in Dubai under its Rules
ComAp South Africa (PTY) LTD (South Africa)	UAE law	UAE courts	Arbitration administered by the Dubai International Arbitration Centre in Dubai under its Rules
ComAp India Private Limited (India)	Indian law	Indian courts	Arbitration administered by the Delhi International Arbitration Centre in New Delhi under its Rules
ComAp SE Asia Pte. Ltd. (Singapore)	Singapore law	Courts of Singapore	Arbitration administered by the Singapore International Arbitration Centre (SIAC) in Singapore under its Rules
ComAp Trading (China) Co. Ltd (Hong Kong)	Hong Kong law	Courts of Hong Kong	Arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) in Hong Kong under its Rules
ComAp Japan G.K. (Japan)	Japanese law	Tokyo District Court	
ComAp Pty Ltd (Australia)	Australian law	Courts of South Australia	Arbitration administered by the Australian Disputes Centre (ADC) in Adelaide under its Rules
ComAp LLC (Illinois, USA)	Illinois law	Courts of Winnebago County	
ComAp Inc (Alberta, Canada)	Alberta law	Courts of Alberta	

## General

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- 84 **Notices and Communications** All notices and communications under this Agreement must be in writing and delivered by a method customary between the Parties.
- Notices shall be addressed to the receiving Party's registered office or another address previously notified in writing for such purpose.
- Notices will be deemed received:
- a) on the same day if sent by email (provided no error message is received);
  - b) on the next business day if sent by courier;
  - c) on the fifth business day following posting if sent by recorded delivery.
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- 85 **Confidentiality**
- 1. Non-Disclosure**  
Except as provided in this Article, neither Party shall disclose any Confidential Information to any third party without the prior written consent of the other Party.
- 2. Permitted Disclosure**  
A Party may disclose the Confidential Information without the other Party's prior written consent if such disclosure:
- a) is required by law or a competent governmental or regulatory authority;
  - b) is made to its affiliates, employees, or professional advisers subject to confidentiality obligations no less stringent than those in this Article; or
  - c) is necessary for legal or dispute resolution proceedings.
- 3. Standard of Care**  
Each Party shall protect the other Party's confidential information with the same degree of care it applies to its own similar confidential information, but no less than a reasonable standard of care.
- 4. Breach Notification**  
Each Party shall promptly notify the other Party of any unauthorized disclosure or suspected breach of this Article and shall take reasonable steps to prevent further disclosure.
- 5. Non-Disclosure Agreement**  
If the Parties have executed a separate non-disclosure agreement, its terms will apply in addition to this Article. In the event of a conflict, the more protective provision will prevail.
- This Article survives termination of the Agreement for five (5) years, except that obligations regarding trade secrets survive for as long as the information remains a trade secret under applicable law.
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- 86 **Assignment** This Agreement will bind and benefit the Parties and their respective successors and permitted assigns.
- Neither Party may assign or transfer any rights or obligations under this Agreement without the other Party's prior written consent, except that either Party may assign or transfer without consent:
- a) to an affiliate under common control; or
  - b) to a successor in connection with a merger, consolidation, or sale of all or substantially all of its assets or equity interests.
- Any assignment under (a) or (b) must be notified to the other Party in writing within thirty (30) days. The assignee must assume all obligations under this Agreement.
- Any assignment in breach of this Article is void.
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<b>87 No Third-Party Rights</b>	This Agreement confers rights and benefits only on the Parties to this Agreement. No third party (including the Customer's customers, affiliates, subcontractors, or end users) may enforce any term of this Agreement or claim any benefit under it.
<b>88 Severability</b>	If any provision of this Agreement is held to be invalid, illegal, or unenforceable, in whole or in part, the remaining provisions will remain in full force and effect.  The invalid provision will be replaced by a valid provision that, to the extent permitted by applicable law, most closely reflects the Parties' original intent.
<b>89 Survival of Terms</b>	The following provisions will remain in effect following the termination or expiry of this Agreement: Payment, Intellectual Property Rights, Retention of Title, Warranties, Liability, Liquidated Damages, Indemnification, Termination, Data Protection, Sanctions and Export Control, Confidentiality, Assignment, Waiver, Cross-Default, Dispute Resolution, Time Limit for Claims, and any other provisions that by their nature should survive termination or that expressly state they survive.
<b>90 Entire Agreement</b>	The GTC together with the other documents comprising the Agreement constitute the entire agreement between the Parties regarding the subject matter of the Agreement and supersedes all prior negotiations, proposals, representations, and agreements (whether written or oral).  Each Party confirms that it has not entered into the Agreement in reliance on any representation, warranty, or undertaking not expressly set out in the Agreement. Neither Party shall have any claim or remedy in respect of any statement, representation, warranty, or undertaking made by the other Party prior to the Agreement that is not expressly set out in the Agreement.  Nothing in this Article excludes or limits liability for fraud or fraudulent misrepresentation.
<b>91 Modifications</b>	The Agreement may only be amended by:  a) a written instrument signed by both Parties; or  b) a written exchange (including by email) between authorized representatives of both Parties that clearly identifies the agreed changes.  Modifications to the GTC by ComAp in accordance with Article 2 (Modification of the GTC) do not require the Customer's signature or express written agreement, but remain subject to the Customer's objection rights under that Article. Such GTC modifications, once effective, automatically apply to all Agreements then in force unless the Customer has exercised its objection rights.
<b>92 Waiver</b>	No waiver of any breach or failure to enforce any provision will be deemed a waiver of any subsequent breach or failure. Any waiver must be in writing signed by the Party granting the waiver and will apply only to the matter expressly waived.
<b>93 Cross default</b>	If the Customer fails to pay undisputed invoices totalling €50,000 or more under any other written agreement with ComAp, and such failure continues for 30 days after written notice, ComAp may:  a) suspend performance under this Agreement and other affected agreements after providing 14 days' written notice; or  b) terminate this Agreement and other affected agreements after providing 30 days' written notice if the default remains uncured.  This provision does not apply to amounts disputed in good faith or defaults caused by ComAp's material breach.

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**94 Time Limit for Claims**

- Any claim under this Agreement must be brought within the later of:
- a) twenty-four (24) months from the date the claiming Party discovered or reasonably should have discovered the facts giving rise to the claim; or
  - b) the expiration of any applicable warranty period.

This limitation does not apply to indemnification obligations or claims for breach of Intellectual Property Rights.

To the extent permitted by applicable law, this limitation applies to all other claims.

For clarity, "bringing a claim" means commencing legal proceedings or delivering written notice to the other Party specifically identifying the claim, the factual basis, and the relief sought.

Article 46 (Time-Bar for Claims) governs claims for overdue debts.



## Annexes

### Annex 1: Australia Special Conditions

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1	<b>Application and Hierarchy</b>	<p>These Australia Special Conditions apply to Agreements between ComAp and Customers located in Australia.</p> <p>These Special Conditions supplement and, where expressly stated, modify the ComAp Global Terms and Conditions (GTC). Where these Australia Special Conditions are silent on any matter, the GTC provisions apply in full.</p> <p>In case of conflict between these Australia Special Conditions and the GTC, these Australia Special Conditions shall prevail to the extent of the inconsistency.</p>
2	<b>Terminology</b>	<p>"Goods" means the same as "Products" as defined in the GTC. Where Australian legislation uses the term "Goods," this refers to the Products supplied by ComAp under the Agreement.</p> <p>The terms "Products" and "Goods" are used interchangeably in these Australia Special Conditions. "Goods" is used where necessary for consistency with Australian statutory terminology, particularly in provisions relating to:</p> <ul style="list-style-type: none"><li>a) the Personal Property Securities Act 2009 (Cth), where "Goods" is the statutory term for tangible personal property subject to security interests; and</li><li>b) the Australian Consumer Law, where "Goods" is the statutory term for tangible products supplied to consumers.</li></ul> <p>Capitalized terms not defined in this Annex have the meaning given in the GTC.</p>
3	<b>Payment Methods</b>	<p><b>GST Definitions</b></p> <p>For Australian Customers, the following definitions apply:</p> <ul style="list-style-type: none"><li>a) "GST" has the meaning it does in section 195-1 of the GST Act;</li><li>b) "GST Act" means A New Tax System (Goods and Services Tax) Act 1999 (Cth) and any related or similar legislation;</li><li>c) "Supply" has the same meaning it does in section 9-10 of the GST Act and excludes any "GST-free supplies" and "input taxed supplies" as those terms are defined in section 195-1 of the GST Act.</li></ul> <p><b>Prices Exclusive of GST</b></p> <p>Unless otherwise stated, the consideration payable by the Customer to ComAp for, or in connection with, a Supply under the Agreement does not include any GST.</p> <p><b>GST Gross-Up</b></p> <p>The Customer shall pay to ComAp an additional amount on account of GST equal to the amount payable by ComAp for the relevant Supply or Supplies multiplied by the prevailing GST rate.</p> <p><b>Payment of GST Amount</b></p> <p>The Customer is required to pay the additional GST amount to ComAp within seven (7) days of any request from ComAp.</p> <p><b>Tax Invoice</b></p> <p>If a payment is to be made by the Customer to ComAp under this Section 1, ComAp will provide the Customer with a tax invoice which complies with the requirements of the GST Act.</p>
4	<b>Retention of Title</b>	<p><b>Retention Period</b></p> <p>Property in and legal and beneficial ownership of Products shall remain with ComAp until the Customer has made payment in full in cleared funds of the Price of those Products and any other money owing by the Customer to ComAp.</p>

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**Security Agreement Under PPSA**

The Customer acknowledges and agrees that by assenting to the Agreement, which constitutes a security agreement for the purposes of the Personal Property Securities Act 2009 (Cth) ("PPSA"):

- a) the Customer grants a security interest to ComAp in all Products now or in the future supplied by ComAp to the Customer (or to its account) during the continuance of the relationship between ComAp and the Customer, and the proceeds of those Products;
- b) any purchase the Customer makes on credit terms or on a retention of title basis pursuant to the Agreement will constitute a purchase money security interest (PMSI) for the purposes of the PPSA, and the PMSI will continue to apply to any Goods coming into existence, and the proceeds of the sale of Goods coming into existence, on or after the date of the Agreement;
- c) until title in Products passes to the Customer, the Customer will keep all Products supplied by ComAp free, and will ensure all such Products are kept free, of any charge, lien or security interest and not otherwise deal with Products in a way that will or may prejudice any rights of ComAp under the Agreement or the PPSA; and
- d) in addition to any other rights under the Agreement or otherwise arising, ComAp may exercise any and all remedies afforded to it as a secured party under the PPSA, including, without limitation, entry into any building or premises owned, occupied or used by the Customer, to search for, seize, dispose of or retain those Products in respect of which the Customer has granted a security interest to ComAp.

**Customer Cooperation for Perfecting Security**

The Customer shall, whether before or after Products are supplied under this Agreement, do such acts and provide such information (which information the Customer warrants to be complete, accurate and up to date in all respects) as in the opinion of ComAp (acting at its absolute discretion) may be required or desirable to enable ComAp to perfect under the PPSA the security interest created by this Agreement.

**Waiver of PPSA Rights**

To the extent permitted by law, the Customer:

- a) waives any right to receive a copy of a verification statement under section 157 (or otherwise) of the PPSA; and
- b) agrees, as to any contract between ComAp and the Customer for the supply of Products governed by this Agreement, to the extent permitted by law, to contract out of each and every provision permitted by section 115(1) of the PPSA, except section 115(1)(g), to the intent that ComAp will preserve its right to seize collateral, and the Customer agrees to waive its rights referred to in section 115(1).

**Financing Change Statement Restrictions**

The Customer shall:

- a) not register or permit to be registered a Financing Change Statement (as defined under the PPSA) in any of the Goods in which ComAp has a security interest pursuant to this Agreement; and
- b) provide ComAp not less than 7 days' prior written notice of any proposed change in the Customer's name, address, contact numbers, business practice or such other change in the Customer's details which are registered on the Personal Property Securities Register, to enable ComAp to register a Financing Change Statement (as defined by the PPSA), if ComAp deems it necessary (in its sole discretion).

**Costs of PPSA Compliance**

The Customer shall pay the costs, charges and expenses of and incidental to the need for, or desirability of, registration of a financing statement or financing

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change statement or any action taken by ComAp to comply with the PPSA or to protect its position under the PPSA.

The Customer shall pay any costs incurred by ComAp, including legal costs on a solicitor-own client basis, arising from any disputes or negotiations with third parties claiming an interest in any Goods supplied by ComAp.

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## 5 Warranty Scope

### **Application to Consumers**

The provisions in this Article apply only to the extent that any supply of Goods or Services is made to a 'Consumer' as defined in the Australian Consumer Law.

### **Non-Excludable Guarantees**

Our Products come with guarantees that cannot be excluded under the Australian Consumer Law.

You (a Consumer) are entitled to:

- a) a replacement or refund for a major failure; and
- b) compensation for any other reasonably foreseeable loss or damage.

You (a Consumer) are entitled to have the Goods repaired or replaced if the Goods fail to be of acceptable quality and the failure does not amount to a major failure.

### **Limitation of ComAp Liability**

Other than as outlined specifically in the GTC, to the extent permitted by law, where ComAp becomes liable to the Customer in any manner for any breach of any condition or warranty expressed or implied in relation to the supply of Goods or Services to the Customer, ComAp's liability will be limited, at ComAp's sole discretion, to either:

In relation to the supply of Goods:

- a) the replacement of the Goods or the supply of equivalent Goods;
- b) the repair of the Goods;
- c) the payment of the cost of replacing the Goods or of acquiring equivalent Goods; or
- d) the payment of the cost of having the Goods repaired.

In relation to the supply of Services:

- a) the supplying of the Services again; or
- b) the payment of the cost of having the Services supplied again.

### **Australian Consumer Law Actions**

If any action is brought by the Customer against ComAp pursuant to Part 5.4 Division 1 of the Australian Consumer Law, ComAp's liability will be as prescribed in Part 5.4 Division 1 of the Australian Consumer Law.

### **Customer Release and Indemnification**

To the extent permitted by law, the Customer releases and indemnifies ComAp and its officers, employees, consultants and agents from and against all actions, claims, proceedings and demands (including those brought by third parties) which may be brought against it or them, whether on their own or jointly with the Customer and whether at common law, under tort (including negligence), in equity, pursuant to statute or otherwise, in respect of any loss, death, injury, illness, cost or damage arising out of or in relation to any breach by the Customer of any warranty provided by it under Article 50 (Warranty Scope).

### **Exclusion of Consequential Damages**

The exclusions in Article 57 (Excluded Damages) of the GTC apply to supplies made under Australian law. To the extent permitted by the Australian Consumer Law, ComAp will have no liability to the Customer for special, indirect, or consequential damages, loss of profit (whether direct or indirect), or loss of business opportunity arising out of or in connection with the Agreement.

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