



# Terms and Conditions for Sale of Goods and Services by Comodule

Effective as of 1 April 2024

## 1. Applicability

- 1.1. These Comodule Sale Terms & Conditions ("**ComoSTC**") shall form a basis for any Order placed by a buyer ("**Buyer**") and delivery made to the Buyer by Comodule. These ComoSTC shall also apply to orders placed by a Buyer's a third party assembly house. Except where Comodule and the Buyer have agreed in writing otherwise, the terms herein are the sole and exclusive terms to which Comodule agrees to be bound.
- 1.2. These ComoSTCs shall override and take the place of any other terms and conditions in any document or other communication used by the Buyer in entering a Contract with Comodule. In case there is a contradiction between the conditions of the Order and these ComoSTC, the conditions of these ComoSTC shall prevail.
- 1.3. Terms and conditions in a Contractual Document are effective and binding upon signing by Comodule. Signing may be replaced with explicit confirmation from Comodule of a will to be bound by the subject matter of the Contractual Document.
- 1.4. Buyer ensures that the terms of its Order and any applicable specifications and communications are complete and accurate.

## 2. Orders and Order Confirmations

- 2.1. Each placed Order or acceptance of an offer for Goods by the Buyer is deemed to be an offer by the Buyer to buy Goods from Comodule subject to these ComoSTCs.

- 2.2. Contract will not come into effect between the parties until the Buyer's Order has been accepted in full by Comodule.
- 2.3. Comodule receipt of an Order and processing it does not constitute acceptance of the Order or as an offer to sell and deliver Goods. Comodule reserves the right to decline or reject any Order at its sole discretion. Acceptance of an Order takes place only if and once Comodule has sent out Order Confirmation in writing, subject to any special conditions, reservations and disclaimers it may entail.
- 2.4. Acceptance of one Order does not constitute a promise to accept other Orders in the future or to do so on the same terms.
- 2.5. For framework cooperation please contact sales@comodule.com.

### **3. Lead Times and Delivery**

- 3.1. Delivery times; unless agreed otherwise the standard lead time is 180 days. Paragraph 3.6 below applies for order placement and forecasting. .
- 3.2. The Buyer acknowledges that the timeous acceptance of the quote and/or prepayments will impact the lead times and could have a negative effect on lead time or prices.
- 3.3. The delivery date shall be the date specified as week number on the Order Confirmation, if available at the time. Unless otherwise agreed in writing by both parties, all Orders will be delivered in full in one single delivery.

\*Worldwide electronics components shortage has resulted in higher material prices (including fluctuations), shortages as well as delays in supply chain.

\*This issue is due to extraordinary economic events far beyond the control of Comodule.

\*If due to general electronics components shortage materials for production are late then Comodule may postpone the delivery until number of weeks the components are late +1 week.

- 3.4. All deliveries will be made ExWorks Tallinn, Estonia (Incoterms 2020).
- 3.5. Other delivery terms are available upon agreement of the parties and subject to additional fees and/or upcharges.
- 3.6. Forecasting is required by the Buyer. The Buyer will provide a country-based rolling forecast for the upcoming 18 months in every first Monday in a given month following the terms set out here:
  - Months 1-6 shall be binding fixed purchase orders (no deviation is possible);

- Months 7-12 shall be binding forecast with 10% deviation possible (one change can be made).

#### **4. Prices**

- 4.1. Any quotation from Comodule is valid for a period of 30 days from its date. Until Buyer has confirmed a quotation, Comodule has the right to withdraw its quotation without consequences or liability to Comodule.
- 4.2. All the prices are stated in EURO exclusive of VAT or any other tax as may be applicable in the Buyer's country of operation.
- 4.3. The prices made available by the Comodule are specified as ExWorks Tallinn, Estonia (Incoterms 2020).
- 4.4. The prices are based on the delivery quantity assumptions, if such have been indicated. The agreed prices are not binding to Comodule in case there are changes to the quantities and/or qualities to the Goods at the request of the Buyer.
- 4.5. Comodule may change prices before delivery of the Goods due to modifications in specifications, quantities, shipment arrangements, requested delivery dates, or other changes initiated only after the Order Confirmation (i.e significant cost changes due to wage agreements, changes of the tax burden, price changes of raw materials and components and other production materials, price changes by sub-suppliers or currency fluctuations). The final price in effect on the date of delivery will be stated in Comodule's invoices.

**1. NB! Due to worldwide strain on electronics supply, components shortage and fluctuations in delivery times and prices, Comodule reserves the right, whenever the case:**

- o **to postpone delivery date agreed in the Order Confirmation**
- o **to upcharge the Buyer for components' price increase that may occur between the Order Confirmation and production date of the Order, if Comodule needs to procure the components for the upcharged prices.**

**Comodule will inform the Buyer of such cases without delay via email. Changes to Order Confirmation caused by the above will not result in any liability to Comodule and will not constitute a ground for the Buyer to withdraw from an Order.**

## **5. Risk of Loss and Title**

- 5.1. Risk of loss or damage will pass to the Buyer upon delivery at agreed place. Any subsequent loss or damage will not relieve Buyer from its obligations before Comodule.
- 5.2. Buyer is solely responsible for costs of freight and insurance after delivery to the designated point. If Comodule incurs freight or insurance costs on Buyer's behalf, it will be on the expense of the Buyer and the Buyer will reimburse Comodule for such costs at once.
- 5.3. Title to the Goods will remain with Comodule until all outstanding claims by Comodule towards the Buyer at the time of delivery have been fully settled. With international shipments that transit through international waters or airspace, title transfers to the Buyer immediately after the Goods leave the jurisdictional territory of Comodule delivery.

## **6. Invoicing**

- 6.1. Comodule issues a detailed invoice per Order number per delivery, with each invoice including the Buyer's references as well as all the references required by the regulations.
- 6.2. Payment terms will be communicated in a commercial offer. In case no other information, 70% of the purchase price will be due and payable upon Order Confirmation and 30% of the purchase price will be due and payable upon delivery.
- 6.3. All deliveries are subject to full payment of all prepayments, if applicable.
- 6.4. The price shall always be paid via bank transfer to the account designated by Comodule within 14 (fourteen) days from the date the invoice is issued. The transfer of sums to Comodule is at the risk of the Buyer.
- 6.5. In case of late payment, the Buyer shall pay Comodule late interest at 10.5% of the debt per annum without prejudice to any further damages. Any complaint by the Buyer, including for delayed deliveries or incomplete supply of non-essential parts, does not give the Buyer the right to suspend or delay payment.

## **7. Suspension of Deliveries**

- 7.1. Comodule prioritises paying customers. If a Buyer fails to make one or more payment by the due date, or if it fails to fulfil any of its Contractual obligations, then Comodule has the right to suspend manufacturing and deliveries to the Buyer.
- 7.2. Comodule may also suspend deliveries in the case Buyer's economic conditions change substantially, as in the case of Buyer's illiquidity, the submission of a proposal or the initiation of a pre-bankruptcy, bankruptcy or liquidation proceeding against the Buyer, one or more protests of bills, enforcement proceedings, establishment of pledges or mortgages on Buyer's assets, composition with creditors, or termination of business.
- 7.3. If Comodule has reasonable doubt in Buyer's ability to pay for the Goods from Comodule, Comodule will inform the Buyer of the above and shall be entitled to suspend the delivery and execution of the Comodule's Contractual obligations to the Buyer for the period of up to 30 days upon the following: (i) Buyer makes full advance payment to Comodule, (ii) Buyer provides Comodule with an unconditional and irrevocable bank guarantee for the entire unpaid delivery amount, with full content to the satisfaction of Comodule. In the event that the Buyer does not fulfill these requirements within the specified period, Comodule is entitled to terminate the Contract with immediate effect, without the right of the Buyer to any compensation of damages, whereby the Buyer is obliged to pay for all Goods delivered by Comodule as well as to cover all costs that Comodule incurred during the execution of Contractual obligations until the termination of Contract.

## **8. Limitation on Liability**

- 8.1. Comodule manufactures the Goods free from defects and according to product specification.
- 8.2. Comodule will not be liable for a non-conforming Goods if:
  - 8.2.1. the non-conformity was caused by neglect, misuse, or mistreatment by person other than Comodule, including improper storage, installation or testing, usage of Goods outside of the instructions set forth in the specifications or for any Goods that have been altered or modified in any way by person other than Comodule after risk had passed from Comodule to the Buyer;
  - 8.2.2. the non-conformity resulted from Buyer's design, specifications, or instructions for such Goods or improper system design; or

- 8.2.3. where applicable, the Buyer has not paid on time.
- 8.3. Buyer's claims against Comodule are excluded if the Buyer fails to notify Comodule of any apparent defects in the Goods within ten (10) business days after delivery, or of any hidden defects within ten (10) business days after the defect has been detected.
- 8.4. Without prejudice to the mandatory provisions of law, the liability of Comodule towards the Buyer for direct damage under the Contract, any other kind of damage, and for any other existing form of damages, compensation envisaged by law or these ComoSTC cannot in aggregate exceed 100% of the Price paid to Comodule for such defective Goods.
- 8.5. Without prejudice to the mandatory provisions of law,
- 8.5.1. Comodule will not be required to compensate the Buyer for loss of profits, any indirect, intermediate or consequential damage. For example but not limited to the following, Comodule shall not be required to pay damages for loss of sales, loss of profit, loss of contract, etc.
- 8.5.2. Comodule will not pay Buyer any damages that Buyer might be obligated to pay third parties for any reason.
- 8.6. In the case of a dispute over interpretation, the provisions of this clause shall prevail over any other contrary provision contained in these ComoSTC or the Contract.

## **9. Force Majeure**

- 9.1. Comodule may not be held liable or be considered as having breached the Contract if it is unable to meet any of its commitments or contractual deadlines because of force majeure, provided that it sends notification in writing within a reasonable period following its occurrence, in particular national strike, war, riot, fire, explosion, flood, cyclone, earthquake, sabotage, terrorist attack or any other event that is unforeseeable, unavoidable and outside its control and likely to compromise the performance of the Contract. For the avoidance of doubt, events such as embargos, industrial disputes or developments of the general supply shortages shall be deemed force majeure.
- 9.2. If due to a case of force majeure Comodule is unable to meet one or more of its contractual commitments, the parties must meet within thirty (30) calendar days of the occurrence of the event of force majeure to adopt the measures that they think necessary to enable an Order to be performed properly or to decide to terminate it. Should the parties fail to reach agreement within three (3) months of

the occurrence of the event of force majeure, either party may cancel the Order with immediate effect provided that it sends to the other party a notification by recorded delivery letter with acknowledgement of receipt.

## **10. Other Services and Costs**

- 10.1. Comodule may provide the Buyer technical or design advice (including reference designs), quality characterization or other services.
- 10.2. Exceptional services are available and invoiced based on a separate agreement between the parties or as Comodule sees fit.
- 10.3. Buyer agrees that providing these services does not expand or otherwise alter Comodule's warranties as set forth in these ComoSTCs and no additional obligations or liabilities arises to Comodule from providing such services.

## **11. Technical Documentation**

- 11.1. The Buyer acknowledges to have been informed about the safety rules relevant to use of the Goods by the time of delivery.
- 11.2. The weights, dimensions and illustrations of the Goods, which are provided only for information, correspond essentially to the technical characteristics indicated in the Comodule documentation.
- 11.3. Comodule reserves the right to apply, at any time, such non-substantial modification to its Goods as it shall consider appropriate, informing the Buyer if these can have an impact on the installation of the same.
- 11.4. If the Buyer proposes technical modifications to the Comodule scope of supply, as indicated in its Offer or in the designs submitted, there must be full written agreement between the parties both on the variations or modification that may cause in the prices, and on the delivery date established previously. Processing of the proposed modifications does not suspend the validity of the Contract.

## **12. Tests**

- 12.1. Testing and other quality control techniques are used only to the extent Comodule deems necessary. Comodule does not necessarily test all parameters of each Goods.
- 12.2. When the Buyer requires and Comodule accepts further tests, these shall be at the Buyer's expense.

- 12.3. Where, at these tests, the Goods are found not to comply with the Contract, Comodule will eliminate the deficiencies as soon as possible. The repair of such defects constitutes the only remedy which Comodule shall be required to implement, with express exclusion of the further damages or the termination of the Contract.

### **13. Warranty and Claims**

- 13.1. Except as otherwise agreed the warranty period is 12 months from Delivery (date products are picked up from Comodule, Tallinn).
- 13.2. Comodule warranty to the Goods is according to the law. Upon expiration, the warranty expires even if the Goods have not been operated for any reason. In the case of defects, Comodule will, throughout the warranty period, repair or replace any defective Goods free of charge, in the shortest possible time, at its premises or remotely, as long as the defect does not depend on assembly errors by the Buyer or third parties, on incorrect use of the materials, lack of or incorrect maintenance, normal wear and tear, faults caused by inexperience or negligence by the Buyer or by transport, by the improper storage of the Goods, or failure by the Buyer to adopt measures to reduce possible deterioration, by unauthorized intervention, by tampering or action effected by the Buyer. Repair or replacement will be executed only if the Buyer has performed all its obligations to that date. The Buyer may not suspend performance of its obligations due to a warranty case. The Goods replaced by Comodule become the property of Comodule.
- 13.3. Any claim regarding the Goods or components or any other deliverable being not compliant with the specifications or the **Contractual documentation** must be raised in writing, within a maximum term of 10 days from delivery, when the time limit for action expires.
- 13.4. For replaced or repaired parts of the Goods, the 12-month warranty period shall apply, and the warranty conditions as those applicable to the originally delivered supplies.
- 13.5. In the case of hidden defects, the terms indicated above run from the date of discovery. Once the warranty period has expired claims are not accepted, even for hidden defects.

### **14. Termination for Cause**

- 14.1. Extraordinary termination of the Contract should precede a formal notification to the other Party to remedy the non-performance within a minimum period of 30



days. In any case, the Buyer may not terminate the Contract if Comodule has started to remedy before the expiry of the term indicated above and, thus continued in good faith to execute the Contract with due diligence.

14.2. Comodule has the right to withdraw from the Contract upon the occurrence of any of the following events:

14.2.1. changes in the ownership or the company structure;

14.2.2. within sixty (60) days after an event of force majeure in accordance with "Force majeure".

**NB! Due to worldwide strain on electronics supply, components shortage and fluctuations in delivery times and prices, Comodule reserves the right, whenever the case:**

\*If materials or components needed for delivery are unprocurable for over 60 days as of Order Confirmation, Comodule has the right to withdraw from any offer, order confirmation or agreement with the Buyer without any liability or consequences to Comodule.

\*Materials and components are considered as unprocurable if they cannot be sourced from manufacturer or official distributor at a reasonable price within a lead time of **XX** weeks and at the same time quantities available at open market are insufficient or available for price exceeding x2 the manufacturer's price for the same material or component.

## **15. Intellectual Property Rights**

15.1. Comodule undertaking to deliver the Buyer Goods does not grant the parties the right to exploit their brands, commercial names or other denominations (or those of their respective Company Groups) in any type of publication, including advertising, without the prior written consent of the other party. Each party grants the other only the licenses and rights expressly specified in the Order Confirmation.

15.2. All data, information, documents, as well as the intellectual property rights whether registered or not (hereinafter collectively indicated as the "Documentation"), in whatever form transmitted, remain the sole and exclusive property of Comodule and are supplied to the Buyer only for the performance of the Contract.

15.3. The Buyer shall not use the Documentation received for reasons other than those foreseen under the Contract; the Buyer shall not communicate to third parties,

reproduce or license the Documentation received without the explicit prior written authorization of Comodule.

- 15.4. If the Buyer intends to use the Documentation provided and the relevant Goods to incorporate the same in other goods/documents, the Buyer shall be responsible to ensure that in the use to be made thereof, the industrial property rights of third parties are not breached and exclusively assumes full liability for the consequences deriving from any possible violations, keeping Comodule fully indemnified from/for of all kind of liability.
- 15.5. In any case, if the Contract is executed by Comodule on the basis of the Buyer's specific technical documentation, Comodule assumes no liability for any possible violation of the industrial property rights of third parties and the Buyer shall keep Comodule fully indemnified from/for of all kind of liability.
- 15.6. The Buyer acknowledges Comodule's exclusive right over the trademarks, signs or denomination which are provided to the Buyer under this Contract, directly or indirectly and shall not use the same for whatever reason and/or claiming any rights over them apart from the right to attach them on to the Goods within the terms and conditions of these ComoSTCs.
- 15.7. The Buyer shall not use, file and/or register any trademark or tradename that are identical or similar to the Comodule trademarks, signs or denomination in any country for whatever purpose during or after a business transaction with Comodule.

## **16. Data Privacy**

- 16.1. Comodule will process the data provided by the Buyer solely for Contractual purposes and for the fulfilment of the related legal requirements, including tax or accounting requirements. The information shall be processed using both electronic and manual recording systems, and in any case shall be stored in secure environments. Processed data and information may be disclosed to third parties operating in Estonia or abroad, solely for the purposes specified above.

## **17. Comodule Security Updates**

- 17.1. Comodule takes security issues with the highest priority and ensures the safety of customer data. Comodule releases security updates on its products (Software and Firmware) in case a new vulnerability threat might impact the functionality of the systems. Comodule does not have a fixed regular update on a monthly, quarterly or a yearly basis, but updates instead as necessary.

17.2. All Comodule's products launched in 2019 or later are supported with security updates for a minimum of four (4) years after the initial release, unless otherwise agreed with the customer or for a specific product.

## **18. Confidentiality**

18.1. Any commercial information shared between the parties and all the data transmitted for carrying out the performance of a business transaction, is confidential.

18.2. Information will not be considered as confidential where it is established that the information concerned:

- Came into the public domain before it was communicated, unless the disclosure was made in error and the Parties act in a timely manner to mitigate the error;
- Was already known to a party prior to being communicated by the other party;
- Came into the public domain after it was communicated other than as a result of any breach of these ComoSTCs by the party receiving it.

18.3. The Buyer will require all employees or representatives that may have access to confidential information communicated by Comodule to be bound with a confidentiality undertaking.

18.4. The full Mutual confidentiality terms shall be communicated to the Buyer in the form of a Non-Disclosure Agreement, entered into by the parties as a separate Agreement.

## **19. Business Ethics**

19.1. Comodule Code of Conduct is available from the website [www.comodule.com](http://www.comodule.com).

## **20. Governing Law and Jurisdiction**

20.1. The Contract is governed by Estonian law. Any dispute regarding the validity, interpretation, execution and/or termination of the Contract, the Conditions, the Order and/or the Order Confirmation shall be referred to the exclusive jurisdiction of the Harju County Court in Tallinn, Estonia.

The following definitions apply in these ComoSTCs:

“Good(s)”:	Any product manufactured or sold by Comodule and ordered by the Buyer.
“Contract”:	terms of the Order and Order confirmation under which the Buyer is buying Goods and Services from Comodule and Comodule will supply such Goods and Services.
“Contractual Documents”:	These Como STCs and all orders, order confirmations, instruction, request and specifications of the Goods.
“Defect(s)”:	Non-conformity of a Goods to the product specification.
“Order”:	Any written or electronic form of firm purchase order issued by the Buyer, describing the quantity, description, unit price, total price, dates and place of delivery of the Goods, and Comodule product number of ordered Goods. <ul style="list-style-type: none"> <li>• Comodule product numbers are provided by an authorised sales representative.</li> </ul>
“Order Confirmation”	Written communication whereby Comodule confirms the acceptance of an Order, thus stipulating a contract.
“Specification(s)”:	Any description of work to be done provided by Comodule, describing qualities of materials, manufacturing process, technical or functional characteristic of the Goods.

If you have any further questions about Comodule Goods and Services, please contact [sales@comodule.com](mailto:sales@comodule.com).

If you have a warranty related question, please raise a ticket through Comodule Customer Service Desk Portal. If you do not have access, please contact: [support@comodule.com](mailto:support@comodule.com).

If you have data privacy related question, please contact [privacy@comodule.com](mailto:privacy@comodule.com).