

# COJALI USA, Inc. GENERAL SALE CONDITIONS

The following COJALI USA, Inc. General Sale Conditions shall apply to all business relationships with its clients.

By this document, any previous General Sale Conditions different from these presented will no longer be valid.

## 1. Definitions

In these Conditions, the following terms will have the meaning indicated hereinafter:

"Seller", refers to COJALI USA, Inc.

"The Client", refers to the natural or artificial person with whom the Seller contracts for the sale of the Goods.

"The Goods", refers to the product sold by the Seller to the Client pursuant to these General Sale Conditions.

## 2. General Information

The sale and supply of Goods, made by the Seller, will be governed by the present General Sale Conditions, except to the extent otherwise specifically agreed differently in the corresponding offer.

The Client considers disclosure of the General Sale Conditions and accepts them, to all intents and purposes, from the moment in which the order of Goods is placed to the Seller.

If these General Sale Conditions are subject to foreign language translation, the English language shall prevail over any other translation in event of a dispute, litigation, difficulties in interpretation or implementation of the General Sale Conditions and more generally concerning relations between the parties.

## 3. Intellectual and Industrial Property

The Seller does not own trademarks of the third parties commercialized, which are only used as components of the final products. References to original brands are highlighted to identify products commercialized by the Seller only as guidance. Therefore, the Seller has no corporate relationship with the companies owning those trademarks.

The intellectual and/or industrial property of the Goods, the attached information, the equipment, plans, pictures, software, incorporated or related thereto, belong to the Seller, therefore, its use for other purposes is expressly prohibited to the Client, as well as its total or partial copy or cession of use to third parties without the prior written consent of the Seller.

## 4. Orders

In order to consider that a Goods order is placed, the Client must expressly accept it, from that moment on, this will be considered binding for both parts. Orders sent by email, fax, or any other means which leaves a written record of acceptance of order by the customer will be fully valid.

The weight, dimensions, capacities, technical specifications and configurations related to the Goods of the Seller included in catalogues, leaflets, pamphlets and technical literature, are indicative and not binding.

Modifications and/or changes in the orders proposed by the Client must be notified to the Seller in written form, by any means that hereby states, and so that the said modifications or variations become valid, they must be expressly accepted by the Seller.

## 5. Prices

Prices are net; they exclude any taxes, duties or charges, which will be passed on later in the invoice with the corresponding tax rate, as well as any expenses related to the sale of the Goods and their delivery. Except otherwise stipulated in the order, prices do not include transport costs, which will always be billed as a separate concept.

Prices may be changed by the Seller any time with written notification to the Client.

## 6. Payment Terms

The Client's order accepted by the Seller will include the payment terms for the sale of the Goods.

These terms shall comply with the American Law as Measures to Combat Late Payments in Commercial Operations, without exceeding, under any circumstances, the time limits established therein.

In the absence of an agreement between the parties, the payment shall be made advance in any case. The payment shall be made to the Seller's bank account.

The payment will be made without any deductions such as non-agreed withholdings, discounts, expenses, taxes or fees, or any other deduction.

If, for reasons beyond the Seller's control, the delivery of the Goods is delayed, the conditions and installments of the contractual payment shall remain.

In case of late payment by the Client, s/he will have to pay the Seller, without any requirement and from the payment due date, and until the actual payment of amounts due is made, the interest in arrears of the late payment, which will be calculated in accordance with the American Law. The payment of these interests will not free the Client from the obligation of making the remaining payments under the agreed conditions.

Likewise, when the Client incurs in arrears, s/he will be responsible for all costs of collection, such as litigation costs or arbitration costs, as well as the attorneys' fees, incurred by the Seller to enforce payment. If the Client incurs in arrears of the agreed payments, the Seller may suspend temporarily or permanently, at its

convenience, the shipment of goods or the execution of the associated services, without prejudice of requiring the Client the realization of the arrears and of demanding, if any, additional compensations for this suspension in the goods delivery or execution of associated services.

## 7. Domain Reserve

As established in the American Law of the 29th December which regulates Measures to Combat Late Payments in Commercial Operations, the Seller will retain ownership of the Goods supplied to the Client until full payment of their price.

In case of non-payment of the sale price of the Goods by the Client, s/he is obliged to return them to the Seller, being responsible for all costs and risks incurred in such return.

## 8. Delivery Terms and Conditions

The time and place for the delivery of the Goods shall be specified by the Seller in the acceptance of the order.

The delivery time may be modified when:

- The Client fails to deliver on time the necessary documentation to place an order for the Goods.
- The Client requires changes in the order that, accepted by the Seller, cause a delay in the delivery, which should be duly notified to the Client.
- To carry out an order, it is imperative that the Client or its subcontractors may perform any work and that work has not been implemented on time.
- The Client has failed to fulfill the contractual obligations of the order, especially the one related to the

payments.

e) Due to causes not attributable to the Seller that cause delays in the production or delivery of all or any of the Goods of the order. The following are considered as explaining reasons for the delay: suppliers strikes, transport and services, failure of third party supplies, failure of transportation systems, floods, storms, riots, strikes, strikes of the staff of the Seller or its subcontractors, sabotage, accidental stops of the Seller's workshops due to breakdowns, etc. and force majeure causes included in the current legislation.

In the previous cases, the delay in the delivery will not change the payment conditions on the order of the Goods.

## 9. Packaging

Except by prior agreement with the Client, which must be expressed and in written form, the price for the packaging of the Goods which is subject to the orders, will not be subject to additional charge over the sale price of the Goods, and no returns will be allowed. According to the American Law on Packaging and Packaging Waste, as the final recipient of our packaging, it is the Client's responsibility to provide the best environmental treatment to it (assessment, reuse or recycling).

## 10. Inspection and Reception

Once the order is received by the Client, s/he will verify its contents within 15 days from the date of reception, in order to verify any defects and/or faults that may be imputed to the Seller, and shall communicate immediately to the Seller the existence of these defects and/or faults in order to take the measures deemed necessary for its elimination.

Once the days after the date of reception for the order of the Goods placed by the Client have passed, without the Seller receiving any written submission on any defects or faults, the order will be considered accepted, and the warranty period will begin from that date on.

## 11. Return of Goods. Claims

A period of 15 days is established from the date of reception of the order placed by the Client, so that s/he notifies the Seller of the intention of making a return and justifying it, the procedure for the return must be agreed on. In any case, the claims from the Client to the Seller must be carried out irrefutably and in written form.

The Seller will not accept the return of the goods that have been used, mounted on equipment or subject to dismantling not related to the Seller.

The return of the claimed goods by the Client shall be carried out with the original packaging and in perfect condition.

## 12. Warranties

The Seller warrants the supplied products in relation to defects in materials, manufacture or assembly for a period of one year; except for Cojali Reman remanufactured products where the warranty period will be six months from the date of shipping of the Goods, counted from the date of delivery of the Goods to the Client.

The warranty shall consist on the repairing or replacement of the items that have been recognized as defective, either by defects in material or by defects on manufacturing or assembly. The repairing will be made at the Seller's workshops, and the Client will be charged with the expenses incurred by the remission of the products or defective items to the Seller, such as charges, transportation, taxes, customs, etc., as well as the costs of the subsequent delivery, once the repair has been made.

The repair or replacement of a defective item does not change the start date of the warranty period of the whole product, which will be of one year, except for Cojali Reman remanufactured products where the warranty period will be six months from the date of shipping of the Goods. Under no circumstances shall the Seller be responsible for the repairing carried out by staff not belonging to its organization.

Remain excluded from the warranty, the damage or defects due to normal wear because of the use of the goods.

Remain also excluded from the warranty, which will still be considered expired, the damage and defects caused by negligence, beatings, misuse, inadequate preservation or maintenance, incorrect or defective assembling or installations, variations in the power quality (voltage, frequency, disturbances...), modifications made to the goods without the approval of the Seller, installations made without following the technical instructions of the goods, and in general, any cause that is not attributable to the Seller. Cojali USA, Inc. is not responsible for any damages caused by its guaranteed products. That is, Cojali USA, Inc. is only responsible for the restitution of the damaged product.

If you encounter any issues with your Jaltest Link, our customer support team is ready to assist. Utilizing our RGA program, in the rare event of communication problems, we'll initially troubleshoot, and if needed, handle repairs at our facilities. For additional details, visit <https://www.cojaliusa.com/repairs/>

## 13. Disclaimer

The liability of the Seller, its agents, employees, subcontractors and suppliers from the claims arising from the performance or breach of its contractual obligations, is limited and will not exceed the whole contractual base price and will not include in any case the damages resulting from lost profits, loss of income, production or use, capital costs, inaction or delay costs, claims from the Buyer's customers, cost of alternative energy, loss of anticipated savings, increase on the operating costs or any special damages, indirect or consequential or losses of any kind.

Remains excluded the liability of the Seller, its agents, employees, subcontractors and suppliers for additional demands, especially consequential damages. Likewise, it is also excluded the liability for personal, material or monetary injuries that may suffer the Client's staff or any third party for material defects.

The limitation of liability contained hereby shall prevail over anything contained in any other contractual document that is contradictory or inconsistent with it, unless that provision further restricts the liability of the Seller.

## 14. Applicable Law. Submission to Jurisdiction and Venue

Any commercial transaction with the Client shall be governed by the Arbitration Rules in the Client's own State, which will apply in all matters related to the interpretation, validity and implementation of these General Sale Conditions.

All claims and litigations arising from the content, scope and interpretation of the obligations derived from the commercial relationships, established between the parts as a result of the purchase and sale of the Goods shall be resolved according to the Arbitration Rules of the Client's State Law.

Cojali USA, Inc. reserves its right to payment of any expenses incurred by the efforts for debt collection, including attorneys' fees.

## 15. UNITED STATES

The Client must understand the content and scope of the General Sale Conditions of The Seller, by signing he document "Acknowledgement of General Sale Conditions" provided at the time of purchase of The Goods.

