



Rilez-USA / Proveedora de Material de Cobre S.A | Terms & Conditions of Sale

OFFER AND ACCEPTANCE: Rilez-USA / Proveedora de Material de Cobre S.A (“Rilez”) offers to sell the equipment (the “Equipment”) and any related services indicated to you (“Buyer”) in strict accordance with the Terms and Conditions stated herein. Submittal of a purchase order or execution of this offer by Buyer, or allowing Rilez to deliver the Equipment, shall be deemed an acceptance of this offer, which offer and acceptance shall constitute a legally enforceable contract between Buyer and Rilez. Any additional or differing Terms and Conditions contained on Buyer’s purchase order or other communication in any form from Buyer (whether or not such terms materially alter this offer) are hereby rejected by Rilez and shall not become part of the contract between Buyer and Rilez unless expressly approved in writing by a duly authorized representative of Rilez. Any obligations of the parties set forth in a separate confidentiality or non-disclosure agreement executed by the parties shall remain in place and are not superseded by this contract.

QUOTATIONS: Quotations provided are valid for a period of 30 days from the date of the quote, and beyond this timeframe, they are subject to revision or re quoting. As the Buyer, it is your responsibility to carefully review all quotes to ensure they comply with the bid requirements.

Please be aware that any necessary changes, such as adjustments to quantity, delivery date, product specifications, or destination, could lead to a change in the quoted price or even result in the quote becoming void.

Additionally, in the event of raw material costs increasing by more than 10% between the time of the quotation and shipment, Rilez reserves the right to re-evaluate and potentially re-price the quotation at our discretion.

PRICE: Equipment prices are subject to modification without prior notice. In the event of an order, billing shall be based on the prevailing price at the time of shipment, superseding any previously provided quotations.

Unless explicitly stipulated in the quotation, the prices for Equipment sale and delivery are exclusive of all taxes, tariffs, duties, fees, or any other governmental levies, including but not limited to IVA, value-added tax, gross receipts tax, excise tax, sales tax, and use tax (collectively referred to as “Taxes”). The Buyer shall assume full responsibility for the payment of any Taxes arising from the sale and delivery of the Equipment. Notably, Taxes calculated based on Rilez’s net income are exempt from the Buyer’s obligations as defined herein. Should Rilez fulfill any Tax liabilities on behalf of the Buyer pursuant to this agreement, the Buyer shall promptly reimburse Rilez for the total amount of such Taxes.”

MINIMUM ORDERS: MOQ should be reviewed on a project basis with local Rilez representative.

TRANSPORTATION CHARGES: Unless otherwise stated by Rilez in its quote, all prices are D.A.P. (Delivered at Place). Freight, taxes and duties related to the export from México to U.S.A are covered by Rilez.

TERMS OF PAYMENT: Terms of payment should be reviewed with local Rilez representative.

DELIVERY: Rilez is not responsible for delays in shipment or installation. Ship dates are approximate and based on factory conditions or such other relevant factors at the time the order is accepted. Rilez does not guarantee specific performance or accept responsibility for any liquidated damages, back charges or other losses or penalties that result from delayed delivery or installation, regardless of the cause. Legal title to the Equipment and all risk of loss thereto shall transfer to Buyer upon delivery to the freight carrier at the shipping point. Buyer shall be responsible for securing insurance against risk of loss or damage for the Equipment upon transfer of risk of loss.

CANCELLATION: Once an order has been placed and subsequently accepted by Rilez, cancellation thereof shall be permissible only upon obtaining Rilez’s explicit written consent, subject to mutually agreed-upon terms that provide adequate compensation to Rilez for any verifiable loss, cost, or expense attributable to such cancellation.

The Buyer hereby acknowledges that any cancellation charges imposed to indemnify Rilez for its demonstrable losses, costs, and expenses arising from the cancellation are not intended as punitive measures, but rather as reasonable compensation.

It is expressly understood that for any orders cancelled without Rilez’s prior written consent, the Buyer shall remain fully liable for the consequences arising therefrom.”

RETURN POLICY: “Prior written authorization from Rilez is mandatory for any Equipment returns. The Buyer must complete the Rilez Returned Materials Authorization (RMA) form in its entirety and submit it to Rilez for approval before initiating the return process.

For any authorized Equipment return, all items must be in their original carton, undamaged, and in standard package quantities. A minimum service charge amounting to 50% of the net purchase price of the Equipment, in addition to transportation, import, and duties charges, will be applicable to all returned goods. Equipment returns will not be accepted after one year from the date of shipment.

The Buyer shall inspect all Equipment within forty-eight (48) hours of delivery to identify any damage or missing products. If such issues are discovered, the Buyer must notify Rilez in writing within the aforementioned forty-eight (48) hour period. Failure to notify Rilez within the specified time frame will be considered as the Buyer’s acceptance of the Equipment as undamaged and complete. In such cases, Rilez shall not be obliged to repair or replace the Equipment, and the cost of replacement parts or missing products shall be borne by the Buyer.”

INSTALLATION: All installations of the Equipment must strictly adhere to the prevailing national, state, and local codes, industry standards, laws, regulations, and the relevant installation manual(s).

Furthermore, numerous utilities may have specific requirements concerning certain Equipment, including metering equipment. The Buyer bears full responsibility and obligation to proactively engage with the serving utility to ascertain their specifications and requirements before placing an order or commencing any installation involving Rilez Equipment. The installation of any Equipment may necessitate approval from the local electrical inspector. Therefore, it is mandatory to seek such approval prior to the final installation. All Rilez Equipment installations must be conducted exclusively by a licensed electrician with appropriate qualifications and credentials. It is important to note that improper installation shall render all warranties void.”

SHIPMENT DELAYS: Rilez shall not be liable for delays in performance or for non-performance due to any acts related to the Buyer, failure or interruption of computer or telecommunication systems, acts of God, war, riot, fire, flood, earthquakes, terrorism, armed conflict, civil unrest, labor trouble, labor disputes, labor unrest, disease, pandemic, quarantine, or health crisis, unavailability or limited supply of materials, components or labor, delays in transportation, unavoidable casualties, explosion, accident, compliance with governmental requests, laws, regulations, orders or actions, delays in receipt of duty-free or tax-free materials at port clearances, or other unforeseen circumstances or causes beyond Rilez’s reasonable control. In the event of such delay, the time for performance shall be extended by a period of time reasonably necessary to overcome the effect of the delay. Furthermore, if Rilez determines that its ability to meet the total demand for the Equipment, or to procure labor or materials directly or indirectly utilized in the Equipment’s manufacture, is hindered, limited, or rendered impracticable, Rilez reserves the right to allocate its available supply of the Equipment, labor, or materials (without any obligation to acquire additional supplies of such Equipment, labor, or materials) among its customers based on equitable criteria, without incurring any liability for any performance failure that may result from such allocation.”

WARRANTY: Rilez provides a warranty for the Equipment subject to the following terms:

Validity of Warranty: Rilez warrants that the Equipment shall perform as specified in the applicable documentation. In the event of a failure of the installed product to perform according to such specifications during the warranty period, Rilez shall take appropriate actions to address the issue.

Warranty Coverage: This warranty covers any defects in materials, workmanship, or manufacturing that adversely affect the proper functioning of the Equipment during the warranty period of installed Equipment

Exclusions: This warranty shall not apply to cases where Equipment failure results from improper installation, mishandling, misuse, neglect, unauthorized modifications, accidents, or force majeure events.

Warranty Period: The warranty period commences from the date of installation and shall be valid for 1 year from shipping date.

Repair: If any Equipment is found to be defective during the warranty period and the failure is covered by this warranty, Rilez shall, at its discretion, either repair or replace the defective Equipment .

Repair or replacement of Equipment determined by Rilez to be defective will be provided F.O.B. point of manufacture (with Buyer responsible for risk of loss during delivery)

Buyer's Obligations: The Buyer must promptly notify Rilez in writing of any warranty claim and provide all relevant details and evidence of the claimed defect forty eight (48) hours of the problem.

Licensed Electrician Requirement: The warranty shall remain valid only if the Equipment is installed by a licensed electrician in accordance with the relevant installation manual and all applicable codes, laws, and regulations.

Limited Warranty: This warranty is the sole and exclusive warranty provided by Rilez for the Equipment. No other warranties, expressed or implied, including but not limited to fitness for a particular purpose or merchantability, shall apply.

Warranty Voidance: Any improper installation of the Equipment shall void this warranty in its entirety.

Limitation of Liability: Rilez's liability under this warranty is limited to the repair or replacement of the defective Equipment as stated in this clause. Rilez shall not be liable for any indirect, incidental, consequential, or punitive damages arising from the use or installation of the Equipment.

This warranty is explicitly provided as the sole warranty, and Rilez disclaims all other representations and warranties of any kind, whether express or implied, regarding the Equipment, including but not limited to merchantability, fitness for a particular purpose, non-infringement of third-party rights, or any other matter. The warranties stated herein constitute the Buyer's exclusive and sole remedy in the event of any defect in workmanship or materials and shall not be deemed to have failed their essential purpose as long as Rilez remains willing and able to fulfill the terms of this exclusive warranty. Any services provided by Rilez related to the Equipment are offered on an "as-is" basis without any warrant.

All claims, causes of action, or legal proceedings against Rilez arising from the sale of Equipment to the Buyer under this agreement or the use of the Equipment must be initiated by the Buyer within the specified express warranty period, as detailed in the warranty paragraph above, which is one (1) year from the date of shipment of the Equipment to the Buyer. Failure to initiate any such claim, cause of action, or legal proceeding within this specified period shall be deemed a voluntary and knowing waiver by the Buyer.

In no event shall Rilez's liability for any damages exceed the payments received by Rilez from the Buyer for the specific Equipment giving rise to the claim or cause of action. Furthermore, Rilez shall not be liable for any lost profits or any special, incidental, consequential, or punitive damages. The limitations on damages as set

forth in this paragraph shall apply to all theories of liability or causes of action, including but not limited to contract, warranty (including warranty remedies under the warranty paragraph above), tort, or strict liability. These limitations shall also extend to the benefit of Rilez's suppliers, agents, and subcontractors."