

General Terms and Conditions of Sales and Warranty

These general terms and conditions of sales and warranty ("Terms and Conditions") shall constitute a part of a sales agreement. Unless the sales agreement refers to specific terms and conditions in which case those specific terms and conditions shall apply in conjunction with the Terms and Conditions below.

1. Agreement

These Terms and Conditions are intended to establish the Terms and Conditions under which BELIMO Automation (Shanghai) Co., Ltd. (BELIMO) shall sell its products ("Products") to a purchaser (the "Buyer") as and when purchase orders are placed by the Buyer and accepted by BELIMO. The Buyer shall buy the Products pursuant to these Terms and Conditions.

2. Price

Offering prices of BELIMO products include applicable VAT and delivery cost.

3. Payment

The Buyer shall pay the cost to BELIMO after an order and the delivery time are confirmed and BELIMO shall deliver the Products after receiving the payment. If the Buyer needs a VAT invoice, it shall provide BELIMO with invoice information as the cost is paid.

4. Title and Risk of Loss

The title, risks of loss for the Products delivered shall pass from BELIMO to Buyer at the moment the Products are delivered at the agreed point of delivery.

5. Delivery and Acceptance

BELIMO shall provide land transportation served by a designated freight forwarder.

Delivery address: Products shall be sent to the address in the order which submitted by the Buyer.

Expected delivery time: The Buyer can submit an expected delivery time in the order, however, this shall be confirmed by BELIMO. Actual delivery is decided by transportation condition of the day and BELIMO will assume no responsibility for any delay.

Acceptance and Delivery Mistakes

After picking up or receiving goods, the Buyer shall send a receipt to BELIMO through written form, fax, e-mail, etc. to confirm that products are received. If finding any affairs which do not correspond to the order such as damage, shortage of amount, wrong contents, excess of amount, etc., the Buyer shall inform BELIMO within the first working day after acceptance by written form, fax, e-mail, pictures, etc. BELIMO has the right to ask the Buyer for necessary evidence and shall reply within two working days after the Buyer's notice; If the Buyer contacts with BELIMO between the second to the fifth working day after receiving, BELIMO can put off the feedback successively; If the Buyer does not inform BELIMO about any problem within five working days after receiving, it will be considered that the Buyer has no objection to delivery and BELIMO will not reply any complaint beyond this period. If it is verified that a problem is caused by BELIMO's reason, BELIMO agrees to exchange involved products. If the Buyer does not return related goods to BELIMO within seven working days after BELIMO's approval of exchange, it will be regarded that the Buyer gives up the right of exchange. BELIMO will not bear any cost related to the exchange.

6. Product Characteristics and Suitability

The Buyer shall has the requisite expertise, facilities and equipment to properly store, test, use and dispose of the Products. The Buyer and all its employees and others that handle the Products shall familiarize itself with the characteristics of the Products and shall comply with all laws, regulations, and standards applicable to the possession, handling, processing or use of the Products. The Buyer shall follow the safety

recommendations of BELIMO provided that, notwithstanding any product instructions given by BELIMO, the Buyer shall be responsible to ensure that the Products shall be stored, tested, used, sold and/or disposed of strictly in compliance with instruction of BELIMO and any applicable health, safety, environment, land use or other guidelines, standards, laws or regulations.

Determination of the suitability of the Products for the uses and applications contemplated by the Buyer and others shall be the sole responsibility of the Buyer. BELIMO makes no representations or warranties with respect to their suitability for any use for which the Buyer may intend them. Any suggestions or recommendations made by BELIMO concerning uses or applications of the Products are believed to be reliable, but BELIMO makes no warranty or guarantee of the results to be obtained since the conditions of the use and application by the Buyer and others may vary and are beyond BELIMO's control.

7. BELIMO Warranty Policy

BELIMO has adopted the ISO9001:2015 quality management system certification. Each of BELIMO product is properly treated through the production process and must pass a series of strict test. Each of our staff is independently responsible for quality control in his/her own operating range. Moreover, with our fine training and reward, quality control has been integrated into the whole management procedure.

In accordance with warranty period of BELIMO products, a 5 (five)-year guarantee or a 2 (two)-year guarantee is applied to our products. The guarantees period starts from the day of the Buyer's acceptance of goods or the day of delivery.

For a product with the 2 (two)-year guarantee, BELIMO unconditionally provides warranty service for all breakdown made by non-man made factors.

For a product with the 5 (five)-year guarantee, BELIMO unconditionally provides warranty service for all breakdown made by non-man made factors in the first two years. For the rest three years of guarantee, BELIMO provides conditional warranty service. During the conditional guarantee period, the warranty service will not be applied to breakdown

caused by normal wear and deterioration, improper use or other factors which are beyond our control. Different guarantee policies are applicable for different products, both the guarantee period and the guarantee conditions can be varied. For specific regulation, both parties agree to refer to technical documents of related products for detailed conditions.

For detailed technical data of products, please refer to "Technical Parameters Chart of BELIMO Products". In the currently available version, the use of BELIMO Cloud Service depends on the " Terms of Use for Belimo Cloud Services ". If using a product beyond its technical parameters or specified scope of application, the Buyer can only enjoy the guarantee policy unless he/she has BELIMO's advanced written confirmation.

The guarantee will be invalid immediately if the Buyer or any other person has changed or repaired any part of a BELIMO product.

Excepting product returns caused by BELIMO's own quality problems, BELIMO does not accept any return of products in principle, including returns caused by quality problems which are not made by BELIMO.

The Buyer shall ask BELIMO for a track number of "Authorization for Products Return" before he/she send products back to BELIMO. Meanwhile, the Buyer will be informed of how and where to return products.

For defective products under the warranty, BELIMO has the right to decide that exchange them for new ones or repair them by original parts. BELIMO will not bear any cost caused by delivery and/or exchange.

8. Force Majeure

BELIMO shall not be liable for any failure to deliver or delay in the performance of the contract or in the delivery or shipment of the Products, or for any loss or damages suffered by Buyer by reason of such delay, if such delay is, directly or indirectly caused by, or in any manner arises from events and causes beyond BELIMO's reasonable control, including but not limited to accidents, acts of God, acts and omissions of any

governmental authority, declared or undeclared wars, terrorism, explosions, strikes or other labor disputes, fires and natural calamities (including floods, earthquakes, storms and epidemics), changes in the law, and delays in obtaining (or the inability to obtain) labor, materials or services through BELIMO's usual sources at normal prices, riots, embargoes, fuel, power, materials or supplies, delay or default of common carriers, transportation delays, or without limiting the foregoing, any other cause or causes, whether or not similar in nature to any of these herein before specified or which are beyond its reasonable control. BELIMO shall have the additional right, in the event of the happening of any of the above contingencies, at its sole option, to cancel any order or any part thereof without any resulting liability or to extend the date of delivery for a period equal to the time actually lost by reason of the delay. Further, in the event that BELIMO is not able to produce enough Products to satisfy all outstanding orders for any reason, BELIMO retains the right, in its sole discretion, to allocate its products amongst its customer.

9. Confidentiality

The Buyer shall undertake to keep in strict confidence all information obtained from BELIMO and shall not use any such information for any purpose other than the purposes originally intended. Buyer shall protect the confidentiality of all such information with the same degree of care it uses to protect its own confidential information, but in no event less than a reasonable standard of care.

The Buyer agrees that it would be difficult to measure any damages caused to BELIMO which might result from any actual or threatened breach by the Buyer of the promises set forth in this Article, and that in any event money damages would be an inadequate remedy for any such breach.

10. Disputes Settlement

These terms and conditions shall be governed by and interpreted in accordance with the relevant laws of China. Disputes arising from the implementation of these terms and conditions shall first be settled through friendly consultation. If the dispute cannot be settled

through consultation, it will be submitted to the people's court with jurisdiction in the place where BELIMO is located