

Article 1 – DELIVERY, TRANSPORTATION

Regardless of the destination of the goods and the terms of sale, delivery shall be deemed completed as soon as the goods are handed over to the carrier departing from our factory or from the factories of our suppliers. Risks and liability relating to the goods are therefore transferred upon such handover, even in the case of carriage paid delivery. Goods are insured only upon the express instructions and at the expense of the Buyer (insurance shall be taken out with the carrier based on the total invoice value). It is the Buyer's responsibility to carry out all necessary inspections, make all reservations immediately upon receipt of the goods, and, where applicable and in accordance with the applicable legal provisions, exercise any recourse against the carrier. If you choose shipment without insurance, in the event of loss of the parcel, the goods will not be reimbursed by COMITRONIC-BTI. The loss of the parcel shall remain entirely at your expense.

Transport Arranged by the Buyer :

When you choose to collect the goods yourself, we will send you an email informing you that your shipment is ready for collection. You have seventy-two (72) business hours (Monday to Thursday) to arrange collection by your carrier. After this period, storage and logistics management fees may be applied in the amount of EUR 100 excluding VAT per full day after notification to the customer (Monday to Sunday).

In the absence of proof of export outside the customs territory of the European Union, French VAT may be re-invoiced to the customer.

We use only the following two Incoterms :

EXW – COMITRONIC-BTI Factory, Canéjan (France): if the customer organizes and bears full responsibility for transportation and export formalities.

FCA – COMITRONIC-BTI Factory, Canéjan (France): if COMITRONIC-BTI hands over the goods to a carrier appointed by COMITRONIC-BTI.

COMITRONIC-BTI provides only the commercial invoice for export customs clearance purposes. All other procedures (customs declarations, transportation, insurance, etc.) remain under the sole responsibility of the Buyer.

Incoterm Clause – EXW Delivery

Unless otherwise expressly agreed between the parties, all sales shall be governed by the Incoterm EXW – COMITRONIC-BTI Factory, 14 Rue Pierre Paul de Riquet, 33610 Canéjan (France), in accordance with Incoterms® 2020 published by the International Chamber of Commerce (ICC). Under this rule, delivery shall be deemed completed and risks transferred to the Buyer once the goods are made available at the Seller's premises, without any obligation for loading or export customs clearance. The Buyer shall bear all costs and formalities relating to transportation, insurance, export and import customs operations, as well as delivery to the final destination.

Incoterm Clause – FCA Delivery

Unless otherwise expressly agreed between the parties, all international sales shall be governed by the Incoterm FCA – COMITRONIC-BTI Factory, 14 Rue Pierre Paul de Riquet, 33610 Canéjan (France), in accordance with Incoterms® 2020 published by the International Chamber of Commerce (ICC). Delivery shall be deemed completed, and risks transferred to the Buyer, upon handover of the goods to the carrier appointed by COMITRONIC-BTI on behalf of the Buyer. COMITRONIC-BTI provides only the commercial invoice for export customs formalities. The Buyer remains responsible for all costs relating to transportation, insurance, import customs formalities, and delivery to the final destination. Exports outside the European Union are exempt from VAT pursuant to Article 262 I of the French General Tax Code, subject to the provision of export proof required by the tax authorities.

For all export orders outside France, customs duties and import taxes shall be borne entirely by the recipient. If customs duties or taxes are claimed from COMITRONIC-BTI by the carrier and paid by COMITRONIC-BTI on behalf of the recipient, a surcharge of fifty percent (50%) shall be applied to the amount advanced and invoiced to the recipient.

The Buyer undertakes to comply with all applicable regulations relating to export controls, international sanctions, and customs restrictions.

COMITRONIC-BTI products may not be exported, re-exported, or transferred to any embargoed or restricted country without the required authorizations.

The customer shall provide accurate and complete export, customs, and tax information.

The customer shall remain solely responsible for any consequences arising from inaccurate declarations, customs classifications, or export documentation.

Article 2 – TERMS OF PAYMENT

Payment may be made by bank transfer, credit card (VISA, MASTERCARD), Stripe (+4% surcharge), or PayPal (+5% surcharge borne by the Buyer). Bank checks and bills of exchange have no longer been accepted since January 1, 2017. Payment terms may be granted subject to prior agreement.

All online credit card payments are secured through SSL certification. No banking data is stored on our servers; all payment information is transmitted exclusively to the banking institutions concerned (Crédit Mutuel, CIC, Stripe, PayPal, or your own bank).

Article 3 – LEAD TIMES

Lead times are provided for information purposes only. Any delay shall neither cancel the order nor give rise to compensation, damages, or penalties. COMITRONIC-BTI shall not be held liable for delays resulting from shortages of electronic components, raw materials, or supplier constraints.

Lead times and product availability remain subject to stock levels available at COMITRONIC-BTI and its suppliers.

COMITRONIC-BTI reserves the right to modify products, components, suppliers, or manufacturing processes due to component obsolescence, supply chain constraints, or regulatory changes, provided that product functionality and compliance are substantially maintained.

Article 4 – ORDER PROCESSING

Orders sent by email or post are processed within one (1) to five (5) business days depending on the period. Orders placed through the website and paid on the same day are processed within one (1) to three (3) business days. Orders subject to payment terms are processed within one (1) to five (5) business days.

Orders are processed from Tuesday to Thursday only (business days). Orders sent by email must be sent exclusively to the following email address: order@comitronic-bti.me. Any order sent to another email address shall not be processed.

Any duplicate order submitted shall be considered as two separate orders and must therefore be fully paid. Any refusal to pay for orders shall result in all future orders being subject to immediate payment in full.

For orders placed online, once the order has been validated and submitted by the user, any modification shall remain subject to the prior written approval of COMITRONIC-BTI and may result in additional charges.

For orders submitted by email, once the order has been entered into the system, it may no longer be modified.

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Ownership of the goods shall remain with COMITRONIC-BTI until full payment has been received.

Article 5 – CLAIMS AND WARRANTIES

Claims relating to quantities delivered must be sent in writing by email to COMITRONIC-BTI no later than forty-eight (48) business hours following receipt of the goods.

With regard to product quality, our liability is strictly limited to the repair or replacement, ex works from our warehouse, of parts acknowledged by us as defective and returned to us within a minimum period of one (1) year from the date of shipment, or longer if specifically stated.

Our warranty excludes the consequences of normal wear and tear, abnormal use, misuse, or lack of maintenance.

No return of goods shall be accepted after the expiration of the warranty period.

Return shipping costs for both warranty and non-warranty products shall be borne entirely by the customer. COMITRONIC-BTI does not provide return shipping labels under any circumstances, and all transportation costs remain at the customer's expense.

Unless otherwise expressly agreed in writing, COMITRONIC-BTI does not provide on-site intervention, field service, dismantling, reinstallation, or commissioning services.

Any technical assistance provided remotely shall not transfer any engineering or operational responsibility to COMITRONIC-BTI.

Article 6 – RETURN OF GOODS

We do not accept any return of goods or issuance of credit notes without our prior written approval.

Any return request resulting from a customer error and accepted by us shall be subject to a fixed deduction of thirty-five percent (35%) of the value for our safety products and twenty-five percent (25%) for all automation products, to cover testing, restocking, and ISO 9001:2015 traceability costs.

Returned products must be in their original packaging, unused, and unassembled.

No return shall be accepted for special orders.

Special order products include, but are not limited to, products manufactured upon request, customized, configured, modified, or specifically procured for the customer.

Article 7 – EXPORT CONTROL AND SANCTIONS

The customer agrees to comply with all applicable :

- export control laws,
- sanctions regulations,
- customs regulations,
- anti-boycott regulations.

This includes but is not limited to :

- EU regulations,
- US OFAC regulations,
- US EAR regulations,
- UK sanctions regulations.

Products shall not be exported, re-exported, transferred or used :

- in embargoed countries,
- by sanctioned entities,
- for prohibited end uses, without required governmental authorizations.

The customer shall indemnify COMITRONIC-BTI against any violation of such regulations.

Article 7 bis – ANTI-CORRUPTION COMPLIANCE

The customer undertakes to comply with all applicable anti-corruption and anti-bribery laws and regulations, including but not limited to:

- the French Sapin II Law,
- the US Foreign Corrupt Practices Act (FCPA),
- the UK Bribery Act.

The customer shall not directly or indirectly offer, promise, authorize, or provide any improper payment or advantage in connection with COMITRONIC-BTI products or commercial activities.

Any violation of this clause shall entitle COMITRONIC-BTI to immediately suspend or terminate the business relationship without liability.

Article 8 – CONDITIONS OF SALE

The characteristics, photographs, dimensions, and weights indicated in our catalogs may be modified by the manufacturer without prior notice. The diagrams provided, risk analyses, application advice, and installation recommendations are given for information purposes only. The selection and purchase of catalog products remain under the sole responsibility of the customer. COMITRONIC-BTI and its partners shall under no circumstances be held liable for the selection, integration, or implementation of the products. Considering the large number of draft standards and their continuous evolution, the risk categories of products may be modified without prior notice.

COMITRONIC-BTI reserves the right to modify technical specifications without prior notice. Such modifications are intended to improve product performance, safety, and compliance with applicable standards. Customers are advised to regularly consult the updated technical documentation in order to obtain the most recent information.

COMITRONIC-BTI shall under no circumstances be held liable for any indirect, intangible, incidental, or consequential damages, including but not limited to loss of operation, loss of production, loss of data, loss of profit, product recalls, production line stoppages, or commercial losses.

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The total liability of COMITRONIC-BTI, regardless of the cause, shall be strictly limited to the amount excluding taxes of the relevant order.

“The selection and purchase of catalog products remain under the sole responsibility of the customer.”

The integration of products into a machine or safety system remains under the exclusive responsibility of the designer, integrator, or end user.

The customer must carry out its own risk analysis in accordance with the applicable standards and regulations, including ISO 13849-1, IEC 62061, and the applicable Machinery Directives or Regulations.

Certifications, approvals, and regulatory compliance declared by COMITRONIC-BTI apply only to products in their original configuration.

Any modification, integration, or non-compliant use may result in the loss of validity of the associated certifications and compliance declarations.

Regulatory and environmental declarations (RoHS, REACH, POP, PFAS, CMRT, or equivalent) are established based on the information available from suppliers and manufacturers at the time of issuance.

COMITRONIC-BTI reserves the right to discontinue, replace, or modify any product without prior notice as part of technical developments, regulatory changes, or component obsolescence.

Distributors, resellers, and integrators remain solely responsible for:

- local regulatory compliance,
- product integration,
- user documentation,
- translations,
- after-sales obligations,
- local certifications,
- and customer support obligations within their territory.

Article 9 – PRICES AND TERMS OF PAYMENT

Our prices are quoted excluding VAT. Transportation and packaging costs are charged in addition or invoiced as prepaid carriage. In the latter case, transportation costs shall be invoiced to the Buyer by COMITRONIC-BTI. Invoices are issued based on the prices in force at the time of delivery.

Due to regular variations in the fuel surcharge applied by carriers (which may vary from 8% to 32%), the shipping costs communicated at the time of order confirmation may be adjusted if shipment does not take place on the next business day following order validation. Such price adjustment shall be borne by the recipient.

In the event of late payment, late payment penalties shall automatically become due from the day following the payment date indicated on the invoice, at a rate equal to the interest rate applied by the European Central Bank plus ten (10) percentage points.

A fixed compensation fee of forty euros (€40) for recovery costs shall also be due in accordance with Article L441-10 of the French Commercial Code.

In the event of late payment or non-payment, COMITRONIC-BTI reserves the right to suspend or cancel pending orders without compensation.

COMITRONIC-BTI reserves the right to apply a minimum invoicing amount or administrative fees for small orders.

Article 10 – WARRANTY

Except as expressly stated herein, all products are provided “AS IS”.

COMITRONIC-BTI DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

Article 11 – LIMITATION OF LIABILITY

Under no circumstances shall COMITRONIC-BTI be liable for :

- indirect damages,
- incidental damages,
- consequential damages,
- punitive damages,
- production losses,
- loss of profit,
- loss of contracts,
- business interruption,
- recall costs,
- loss of data,
- reputational damage.

COMITRONIC-BTI total cumulative liability shall in all cases be strictly limited to the amount paid by the customer for the affected products.

Article 12 – MACHINE SAFETY RESPONSIBILITY

The customer remains solely responsible for :

- product integration,
- machine validation,
- system architecture,
- safety analysis,
- regulatory compliance,
- risk assessment.

The customer shall perform its own safety validation in accordance with applicable standards including :

- ISO 13849-1,
- IEC 62061,
- IEC 61508,
- Machinery Regulations,
- local regulations.

COMITRONIC-BTI recommendations, schematics, technical assistance or application examples are provided for information purposes only and shall not transfer engineering responsibility.

The customer is responsible for implementing appropriate cybersecurity measures for the integration and operation of the products within its systems and networks.

COMITRONIC-BTI shall not be liable for cybersecurity incidents resulting from unauthorized access, improper configuration, lack of updates, or insecure network environments.

Unless expressly approved in writing by COMITRONIC-BTI, the products are not designed for use in:

- nuclear facilities,
- military systems,
- life-support systems,
- medical life-critical applications,
- aviation flight control systems,
- or any application where product failure may directly result in death or severe bodily injury.

Article 13 – RETENTION OF TITLE

COMITRONIC-BTI shall retain full ownership of the delivered goods until full payment of the purchase price has been received, and the goods may not be resold without the prior approval of COMITRONIC-BTI.

Until full payment has been made, the delivered goods shall be considered as being held on consignment, and the Buyer shall bear all risks of loss, damage, or liability that such goods may suffer or cause, regardless of the reason.

In the event of failure by the Buyer to comply with any payment due date, the Seller, without prejudice to any other rights and remedies available to it, may require, by simple registered letter, the return of the goods at the Buyer's expense until the Buyer has fully performed all of its obligations.

Article 14 – ORDER PERFORMANCE

COMITRONIC-BTI shall not be liable for delays or failure to perform resulting from events beyond reasonable control including :

- natural disasters,
- pandemics,
- cyberattacks,
- wars,
- embargoes,
- strikes,
- supplier failures,
- semiconductor shortages,
- transportation disruptions,
- energy shortages,
- governmental restrictions,
- customs blockages,
- telecommunications failures.

The affected party shall not be considered in breach of its obligations during the duration of the force majeure event.

Delivery times shall automatically be extended for the duration of the force majeure event.

If the force majeure event continues for more than ninety (90) days, either party may terminate the affected order without compensation.

Article 15 – DISPUTES - GOVERNING LAW – JURISDICTION

In the event of any dispute, the competent courts within the jurisdiction of Bordeaux shall have exclusive jurisdiction, even in the event of warranty claims or multiple defendants.

These General Terms and Conditions of Sale shall be governed by and construed in accordance with French law.

In the event of translation of these General Terms and Conditions of Sale, only the French version shall prevail.

Article 16 – RECYCLING

In accordance with Article R543-174 of the French Environmental Code, each electrical and electronic equipment item must comply with the applicable end-of-life management requirements. COMITRONIC-BTI automatically transfers responsibility for end-of-life management and recycling obligations to the professional end user.

The customer remains responsible for compliance with all local packaging, recycling, environmental reporting, and Extended Producer Responsibility (EPR) obligations applicable in the destination country.

Article 17 – PERSONAL DATA

Personal data collected by COMITRONIC-BTI is processed in accordance with the General Data Protection Regulation (GDPR) and applicable French legislation.

Such data is used for order management, commercial relationship management, invoicing, and compliance with legal obligations.

The customer has the right to access, rectify, erase, restrict, object to, and request portability of their personal data.

Any request may be sent to: privacy@comitronic-bti.io

Personal data is retained only for the period strictly necessary for the purposes of processing and applicable legal obligations.

Article 18 – TERRITORIAL SCOPE

These General Terms and Conditions of Sale apply to all domestic and international B2B sales performed by COMITRONIC-BTI unless otherwise agreed in writing.

Article 19 – INTELLECTUAL PROPERTY

Certifications, approvals, and regulatory compliances apply exclusively to products in their original configuration.

Any:

- modification,
- alteration,
- improper installation,
- unauthorized repair,
- integration into non-compliant systems,

may invalidate certifications and approvals.

All technical documents, plans, diagrams, drawings, software, catalogs, manuals, studies, trademarks, logos, and documentation provided by COMITRONIC-BTI shall remain its exclusive property.

Any reproduction, distribution, exploitation, or transmission to any third party, whether in whole or in part, without the prior written authorization of COMITRONIC-BTI, is strictly prohibited.

The customer shall not analyze, reverse engineer, decompile, disassemble, copy, reproduce, or attempt to reproduce the products, software, electronic designs, firmware, or technologies of COMITRONIC-BTI without prior written authorization.

Any embedded software or firmware provided with the products is licensed, not sold.

The customer receives a non-exclusive, non-transferable, limited right to use such software solely for the operation of COMITRONIC-BTI products.

Article 20 – CONFIDENTIALITY

Technical, commercial, pricing, and industrial information communicated by COMITRONIC-BTI shall be considered confidential.

The customer undertakes not to disclose such information to any third party without the prior written consent of COMITRONIC-BTI.

Article 21 – VALIDITY OF OFFERS

Unless otherwise specified, quotations and commercial offers issued by COMITRONIC-BTI shall remain valid for a period of thirty (30) days from their date of issue.

ARTICLE 22 – LANGUAGE

These GTCS are drafted in English. In case of translation, the French version shall prevail.

ARTICLE 23 – ADDITIONAL CONTRACTUAL PROVISIONS

23.1 – EXCLUSION OF CISG

The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to these General Terms and Conditions of Sale or to any transaction between the parties.

23.2 – REJECTION OF CUSTOMER TERMS

Any purchasing conditions, general terms, or contractual documents issued by the customer are expressly rejected and shall not apply unless expressly accepted in writing by COMITRONIC-BTI.

23.3 – NO SET-OFF

The customer may not withhold, offset, reduce, suspend, or delay any payment for any reason whatsoever without the prior written consent of COMITRONIC-BTI.

23.4 – ORDER CANCELLATION

Orders accepted by COMITRONIC-BTI may not be cancelled, suspended, or modified by the customer without prior written approval.

In the event of cancellation acceptance, COMITRONIC-BTI reserves the right to invoice all costs incurred, including production, procurement, engineering, administrative, storage, and logistics costs.

23.5 – CLAIM LIMITATION PERIOD

Any claim relating to product conformity, defect, or non-compliance must be notified in writing within thirty (30) days from delivery.

After this period, the products shall be deemed fully accepted without reservation.

23.6 – LIMITATION PERIOD FOR LEGAL ACTIONS

Any legal action against COMITRONIC-BTI must be initiated within one (1) year from the event giving rise to the claim.

23.7 – PARTIAL DELIVERIES

COMITRONIC-BTI reserves the right to perform partial deliveries and invoice each shipment separately.

23.8 – PACKAGING DISCLAIMER

Unless otherwise agreed in writing, packaging is intended solely for standard transportation conditions and may not be suitable for long-term storage or extreme environmental conditions.

23.9 – EXPORT DESTINATION RESPONSIBILITY

The customer remains solely responsible for determining whether the products may legally be imported, integrated, certified, marketed, or used in the destination country.

23.10 – CHARGEBACK PROTECTION

Any abusive chargeback, unjustified payment dispute, or unauthorized payment reversal initiated by the customer shall constitute a material breach of contract.

COMITRONIC-BTI reserves the right to recover all related costs, administrative fees, banking charges, legal expenses, and damages.

23.11 – NO RELIANCE

The customer acknowledges that it has not relied upon any statement, recommendation, estimation, simulation, technical advice, or commercial representation as a guarantee of performance or suitability.

23.12 – ELECTRONIC COMMUNICATIONS

Electronic communications, emails, PDF quotations, electronic signatures, and electronic confirmations shall have the same legal value as original written documents.

23.13 – CYBERSECURITY DISCLAIMER

COMITRONIC-BTI does not guarantee protection against cyber threats, unauthorized access, malware, ransomware, or network intrusion.

The customer remains solely responsible for implementing appropriate cybersecurity architecture, monitoring, firewall protection, updates, backups, industrial network segregation, and security measures.

23.14 – DISTRIBUTOR REPRESENTATIONS

Distributors, resellers, and integrators shall not make any representation, warranty, certification claim, or technical commitment on behalf of COMITRONIC-BTI without prior written authorization.

23.15 – SOFTWARE AND AI GENERATED DOCUMENTATION

Certain technical documentation, translations, informational materials, or support content may be generated or assisted by software tools or artificial intelligence technologies and are provided for informational purposes only.

The customer remains responsible for verifying suitability, accuracy, and regulatory compliance for its intended application.

23.16 – EXPORT COMPLIANCE COOPERATION

The customer shall cooperate with any compliance investigation, audit, or governmental request relating to export control or sanctions regulations and shall provide all requested documentation upon request.

23.17 – ATTORNEYS' FEES

The prevailing party in any dispute shall be entitled to recover its reasonable legal fees, attorneys' fees, court costs, and collection expenses.

23.18 – SEVERABILITY

If any provision of these General Terms and Conditions of Sale is held invalid, illegal, or unenforceable, the remaining provisions shall remain fully valid and enforceable.

23.19 – ENTIRE AGREEMENT

These General Terms and Conditions of Sale constitute the entire agreement between the parties and supersede any prior discussions, representations, negotiations, quotations, or agreements relating to the subject matter hereof.

Article 24 – ADDITIONAL EXPORT LIABILITY AND US COMPLIANCE PROVISIONS

24.1 – WAIVER OF CLASS ACTIONS

To the maximum extent permitted by applicable law, the customer agrees that any dispute, claim, or legal action arising out of or relating to the products, services, or commercial relationship with COMITRONIC-BTI shall be brought solely on an individual basis.

The customer expressly waives any right to participate in any class action, collective action, representative action, consolidated proceeding, or mass litigation against COMITRONIC-BTI.

24.2 – WAIVER OF JURY TRIAL

To the fullest extent permitted by applicable law, the parties expressly waive any right to trial by jury in any legal proceeding arising out of or relating to these General Terms and Conditions of Sale, the products, or the commercial relationship between the parties.

24.3 – EXTENDED DISCLAIMER OF WARRANTIES

Except as expressly stated in writing by COMITRONIC-BTI, all products, technical information, software, firmware, services, and documentation are provided “AS IS”, “WITH ALL FAULTS”, and “AS AVAILABLE”.

COMITRONIC-BTI expressly disclaims all warranties, whether express, implied, statutory, or otherwise, including but not limited to:

- implied warranties of merchantability,
- fitness for a particular purpose,
- non-infringement,
- compatibility,
- interoperability,
- cybersecurity,
- uninterrupted operation,
- error-free operation,
- compliance with local regulations outside the European Union.

The customer acknowledges that it has independently determined the suitability of the products for its intended application.

24.4 – PRODUCT RECALL COST EXCLUSION

Under no circumstances shall COMITRONIC-BTI be liable for any costs, expenses, or damages related to:

- product recalls,
- field corrective actions,
- field service operations,
- dismantling,
- removal,
- reinstallation,
- production shutdowns,
- customer notifications,
- transportation costs,
- labor costs,
- third-party intervention costs,
- regulatory corrective actions,
- retrofit campaigns,
- warranty campaigns,
- or any similar operational or commercial measures.

Such costs shall remain entirely under the responsibility of the customer, integrator, distributor, machine manufacturer, or end user.

24.5 – EXCLUSION OF PUNITIVE DAMAGES

To the fullest extent permitted by applicable law, COMITRONIC-BTI shall under no circumstances be liable for:

- punitive damages,
- exemplary damages,
- treble damages,
- special damages,
- indirect damages,
- incidental damages,
- consequential damages.

This exclusion applies regardless of the legal theory invoked, including contract, tort, negligence, strict liability, indemnity, or otherwise.

24.6 – CUSTOMER INDEMNIFICATION

The customer shall defend, indemnify, and hold harmless COMITRONIC-BTI, its affiliates, officers, employees, distributors, and partners from and against any claims, liabilities, damages, losses, penalties, fines, costs, or expenses (including reasonable legal fees) arising out of or related to:

- improper product integration,
- machine design,
- system architecture,
- regulatory non-compliance,
- export violations,
- product misuse,
- unauthorized modifications,
- failure to perform risk analysis,
- failure to comply with applicable safety standards,
- local certification obligations,
- cybersecurity failures,
- bodily injury,
- property damage,
- or third-party claims related to the customer's products or systems.

24.7 – CALIFORNIA PROPOSITION 65 DISCLAIMER

To the extent applicable, products supplied by COMITRONIC-BTI may contain substances recognized by the State of California as causing cancer, birth defects, or other reproductive harm.

The customer and downstream users are responsible for ensuring compliance with California Proposition 65 warning requirements and any equivalent local regulations.

COMITRONIC-BTI shall not be responsible for labeling, warnings, or downstream compliance obligations outside its direct legal obligations.

24.8 – US IMPORT COMPLIANCE

The customer importing products into the United States remains solely responsible for:

- customs declarations,
- tariff classifications,
- import licenses,
- local certifications,
- FCC compliance,
- OSHA compliance,
- UL field evaluations,
- NRTL requirements,
- and all federal or state regulatory obligations applicable to the imported products.

24.9 – SURVIVAL

The provisions relating to limitation of liability, warranty exclusions, indemnification, intellectual property, export control, confidentiality, and governing law shall survive termination, cancellation, or completion of t