

## GENERAL SALES TERMS

**1 - ORDER** - Orders are valid only if in writing and only when confirmed by STULZ S.p.A. Order Acknowledgement and Acceptance.

**2 - ORDER ACKNOWLEDGEMENT** - Orders received from customers will be acknowledged by fax within eight days of receipt. Only what is contained in the Order Acknowledgement will be binding for STULZ S.p.A.. When delivery times for acknowledged orders are not compatible with issue of the order acknowledgement then the last delivery terms sent to the customer and present in the STULZ S.p.A. software system will be deemed to be valid. Terms shall be held to have been fully and unconditionally accepted when eight days have elapsed after delivery of the Order Acknowledgement without communication to the contrary.

**2.1 - CANCELLATION OF ORDERS** - Orders for any product can be cancelled if this is done before delivery of the order confirmation. Cancellation is accepted for standard products in the price list at the time the order was placed, already confirmed but still to be delivered. Cancellation is accepted, with reservations and applying a 25% penalty calculated on the sale value of the product if the product, standard, has already been delivered but has not yet been invoiced (with all accessory expenses in charge of the customer). Cancellation is accepted with reservations and applying a 50% penalty calculated on the sale value of the product if the product, standard, is returned within three months of delivery. Cancellation is accepted with reservations and applying a 25% penalty for non-standard products if cancellation takes place within eight days of delivery of the Order Confirmation, with the exception of development expenses. In no other cases is cancellation accepted. Materials that are returned must be complete and in perfect condition just as delivered by STULZ S.p.A. to its Customer.

**2.2 - ORDER MODIFICATIONS** - Modifications can be accepted, only for standard products, when they do not call for any additional cost for STULZ S.p.A. and if they are made prior to sending the order acknowledgement. All costs regarding any product for whatever modification requested by the customer shall be sustained by the latter.

**3 - PRICE** - Prices are valid, unless otherwise agreed-upon in writing, for delivery within the validity date specified in the price list. When there is no new price list after the date of expiration then the customer must enquire with STULZ S.p.A. to have the proper price. STULZ S.p.A. reserves the right to modify the price list and its validity terms, unless otherwise agreed-upon in writing, for whatever reason it deems to be opportune, undertaking only to immediately inform the Customer of these modifications.

**4 - PLACE OF SALE** - Prices are for goods sold ex STULZ S.p.A. warehouse unless otherwise agreed-upon in writing. Delivery to the shipper, even if shipment is performed carriage free, constitutes the time of transfer of the product to the customer.

**5 - SITE OF SHIPMENT** - Prices are understood to be for goods sold ex STULZ S.p.A. warehouse

**6 - SHIPMENT OF GOODS** - Prices are understood with shipment to be paid by the customer unless otherwise agreed-upon in writing. No insurance on the value of the goods being shipped is stipulated unless this is explicitly requested by the customer. Reference is to existing legislative standards and provisions in case of damage to the goods caused by the shipper.

**7 - DELIVERY** - The site of delivery is understood to be the STULZ S.p.A. warehouse. Delivery terms are engaging for the seller who, however, reserves the right to modify them in case of "force majeure" causes which are understood to include: manufacturing problems, difficulties in procuring components and raw materials, strikes, shipping problems, etc. STULZ S.p.A. shall quickly notify the customer as soon as STULZ S.p.A. becomes aware of the problem. No indemnity shall be owed to the customer for damages due to force majeure causes. The date of delivery is understood to be the time the goods are put at the customer's disposal at the STULZ S.p.A. plant and is not to be the time of delivery to the customer's warehouse.

**8 - STULZ S.p.A. DRAWINGS AND ASSEMBLY DIAGRAMS** - These are and remain the exclusive property of STULZ S.p.A. and cannot be transferred to third parties without prior written approval. STULZ S.p.A. reserves the right, regarding all

technical and commercial documentation, to make all the modifications to its products that it deems to further improve their quality without being required to give any notice.

**9 - CUSTOMER DRAWINGS** - These are and remain the property of the customer. STULZ S.p.A. undertakes to keep these confidential. Any changes to these documents must be notified to STULZ S.p.A. according to the procedures given in ISO EN 9000 standards. All costs and delays resulting from modifications of documents used to produce specific products for the customer that are undergoing design or manufacture are to be sustained by the customer himself.

**10 - INSTALLATION** - Installation is not included in the price of the product. Due to several solutions in terms of installation and results, the installations instructions are general and not specific.

**11 - TESTING** - Testing is performed and certified for product security at STULZ S.p.A. factories.

**12 - PACKING** - Cardboard boxes are included in the price for the product. Any other types of packing such as wooden crates, pallets, etc. are excluded.

**13 - RECEIPT OF THE GOODS** - Please always write on all copies of the delivery note 'GOODS RECEIVED UNCHECKED':

In case instead of damaged packaging it is compulsory to observe the hereby explained procedure:

- Specify on ALL the copies of the delivery note 'GOODS RECEIVED WITH DAMAGES'
- Inform us about what happened within 7 days from the delivery.

In case that, in spite of the undamaged packaging, the goods inside are damaged, it is compulsory to observe the hereby explained procedure:

- Within 8 days from delivery date, send by registered mail to the transporter an official complaint. Send a copy of this complaint also to STULZ S.p.A.. In the complaint you have to specify:
- Number and date of the delivery note
- Date of the receipt of the goods
- Part number, serial number, quantity of the damaged goods you received
- Description of the status of the packaging at receipt and description of the damages
- Include some pictures if possible

Keep the goods at disposal for 8 days for further inspection by insurance agent and take pictures if possible. Failure to comply to the above procedure will result in the forfeiture of the warranty. The warranty terms, unless otherwise agreed between the parties, can be found in our website [www.stulz.it](http://www.stulz.it) on the page Service.

**14 - GUARANTEE** - Extract from official warranty conditions reported in [www.stulz.it](http://www.stulz.it) "Prices include guarantee coverage for 18 months for air conditioners starting from the date of delivery from STULZ S.p.A. and according to the terms given in the guarantee document. Products are not consumer goods and are exclusively intended for industrial and professional use. Warranty period: 18 months.

Warranty validity conditions:

- 1) Circuit with heat loss lower than cooling capacity of the products;
- 2) Enclosures with IP54 or higher (for Filter fans can be lower)
- 3) Strict respect of informations of use and maintenance manual;
- 4) Demonstration of regular maintenance performed by trained personnel.

Out of warranty conditions:

- 1) Modification of the unit
- 2) Use of different gases from the standard gas of the unit
- 3) Use of the unit in acid or corrosive environment
- 4) Application of products in presence of vibrations, movements and out of range temperatures.

Warranty will decline when flow rate of air or water is not guaranteed and demonstrated. In presence of corrosions

the customer must prove the purity of fluids used in the cooling system.

For special units, with no development and test costs paid by the customer, the information of use and characteristics of the product are only consultative and not binding. For these products, STULZ S.p.A. do not guarantee the immediate availability of spare parts.

Warranty: STULZ S.p.A. will repair or substitute any component in his facilities or in the premises of his aftersales services under his judgment. Any other expenses will not be in charge of STULZ S.p.A.. Repaired products will not change date of warranty validity.

**15 - RESPONSIBILITY FOR DAMAGES CAUSED BY DEFECTIVE PRODUCTS** - STULZ S.p.A. has an insurance policy covering this event with a maximum liability of 1,032,913 EURO per single event. The customer must prove fastly and with full details the damage.

**16 - PAYMENTS** - These must be performed at the agreed-upon date and cannot be delayed for any reason or claim. Any extensions to agreed-upon expiration dates which may be freely decided and granted by STULZ S.p.A. cannot be considered to be novation of credit, excluding all exception or impediment to this condition which remains mandatory and intransgressible. No claims whatsoever regarding the contract and operation of the product shall ever entitle the purchaser to refuse to issue or to renew the bills nor to withhold payments at the agreed-upon expiration dates. No payments made to persons not explicitly authorized to receive them by STULZ S.p.A. shall be deemed valid under whatever title.

**17 - DELAYS IN PAYMENTS** - Delays entitle the seller to apply penalty interest rates at a rate equal to five percentage points above the ABI rate applied to non-prime customers and to charge all expenses regarding handling and management of the failure to perform payment.

**18 - PROPRIETY RESERVE** - In case of partial or differito payment, though the costumer take phisical possession of the products, they rest propriety of STULZ S.p.A.. The products weill be propriety of the costumer only at moment collection, from STULZ S.p.A., ot the total amount. Till the integral payment of the products, the customer is depositary of the units, with reserved property. He must keep the units in a good way without selling them. He must answer for them in case of theft or damage giving notice to STULZ S.p.A. with registered letter.

**19 - CREDIT TRANSFER** - STULZ S.p.A. has the faculty to embark on any action of his interest such as credit transfer, insurance, or other, giving notice to the customer.

**20 - CREDIT INSURANCE** - The costumer is informed that STULZ S.p.A. credits are covered by Insurance bill

**21 - EXEMPTION** - The customer can never claim any engagement, guarantee or verbal agreement that conflicts with the conditions given above or others not given herein unless this is explicitly confirmed in writing by STULZ S.p.A.

**22 - FEES AND TAXES** - Prices are understood to exclude any fee or tax, present or future, under whatever title that this is owed. These shall be paid for by the customer.

**23 - DISPUTES** - The parties shall refer to the provisions of the Civil Code regarding all disputes. The Court of Jurisdiction shall be the Court of Verona.