

## HIREF S.P.A. – GENERAL SALES CONDITION (GCS)

*These general conditions of sale must be signed as accepted and sent to HIREF S.p.A. with the purchase order.*

*It is possible to see/download the complete General Sales Conditions document at [www.hiref.it](http://www.hiref.it)*

### 1. Definitions

For the purposes of these General Sales Conditions, “Buyer” shall mean the individual or legal entity identified as original purchaser on the applicable purchase order to HIREF.

### 2. Characteristics of the Products – Modifications

- 2.1. Any information or data relating to the technical features and/or specifications of the HIREF Products contained in brochures, price lists, catalogues and similar documents shall be binding only to the extent they are expressly referred to in the Order confirmation.
- 2.2. HIREF Products may be changed, without altering their essential features, as necessary or suitable, without any notice other than a notice in its official website [www.hiref.it](http://www.hiref.it).

### 3. Confirmation of Order – Time of delivery

- 3.1. HIREF is required to accept an order if and only if the order is correct. HIREF will send a specific written Confirmation by fax or e-mail. Unless otherwise specified, the supply contract shall be binding if the order confirmation is countersigned and returned to HIREF within **8 days** from receipt. After this period has elapsed, the supply contract shall be considered in any case accepted at the terms and conditions contained therein.
- 3.2. In case of previously agreed Special Conditions of Sales or special technical features, the Buyer shall mention these documents, agreements, technical selections and any other negotiated documents and agreements when making the order.
- 3.3. Should HIREF expect to be unable to deliver the Products at the date agreed for delivery, it will promptly inform the Buyer, in writing, of such occurrence, stating, as far as possible, the estimated date of delivery.
- 3.4. Any delay caused by force majeure (as defined in art. 9) or by acts or omissions of the Buyer’s (e.g. the lack of instructions necessary for the supply of the Products), shall not be considered as a delay for which HIREF is responsible.
- 3.5. Except in case of fraud or gross negligence, HIREF shall not pay any damages arising out of non-delivery or delayed delivery of the Products.
- 3.6. “CANCELLATION/CHANGE OF ORDERS” – No order accepted by HIREF may be canceled or changed by the Buyer, after **8 days** from the date of written confirmation, except by mutual agreement between the Parties in writing. In case of agreement on the cancellation/change of orders, any costs deriving from such cancellation/change shall be borne by the Buyer.

### 4. Delivery, shipment and transport- Complaints

- 4.1. Except as otherwise agreed, the goods will be delivered Ex Works (EXW- Incoterms 2010, ICC), even if it is agreed that HIREF will take care, in whole or in part, of the shipment.
- 4.2. It is agreed that any complaints or objections do not entitle the Buyer to suspend or to delay payment of the Products as well as payment of any other supplies.

- 4.3. Any complaints relating to defects of the Products (apparent defects), must be notified to HIREF, by registered letter with return receipt or by fax or by certified email (pec), within 8 working days from receipt of the Products; failing such notification the Buyer's right to claim the above defects will be forfeited. Any complaints relating to defects which cannot be discovered on the basis of a careful inspection upon receipt (hidden defects) shall be notified to HIREF, by registered letter with return receipt or by fax, within 8 working days from discovery of the defects and in any case not later than the period indicated in article 7.1 below; failing such notification the Buyer's right to claim the above defects will be forfeited.
- 4.4. In case of delivery on terms other than EXW, the Buyer shall duly check the integrity of the Products at the time of the receipt. Any complaints relating to transport damages must be notified immediately by the Buyer to the carrier, duly mentioned in the transport document and communicated to HIREF, within 8 working days.
- 4.5. Details about the transport are specified in the Order Confirmation. Any obligations arising with respect to the collection, recycling and disposal of the packaging materials of sold merchandise shall concern the Buyer, irrespective of the laws in force in the destination country.

## 5. Prices

- 5.1. Unless otherwise agreed, prices are to be considered Ex Works, for Products packed according to the prevalent trade practices with regard to the agreed transport means. It is agreed that any other cost or charge shall be borne by the Buyer.

## 6. Terms of Payment

- 6.1. Unless otherwise agreed, the Purchaser shall pay for the order price of the Goods and any other costs, charges or expenses provided for by these conditions forthwith upon delivery of the Goods.
- 6.2. Furthermore, the Purchaser can agree the payment conditions for approved credit accounts with HIREF, by cash order to the bank indicated by the Buyer or other different payment condition agreed with HIREF. Payment is deemed to be made when the relevant sum is at HIREF's disposal at its bank in Italy. If it was agreed that payment must be backed by a bank guarantee, the Buyer must put a first demand bank guarantee, issued in accordance with the ICC Uniform Rules for Demand Guarantees by a primary Italian bank at HIREF's disposal, at least 30 days before the date of delivery, such guarantee being payable against simple declaration by HIREF that it has not received payment within the agreed deadline.
- 6.3. Unless otherwise agreed, if the parties have agreed on payment in advance, without further instructions, such advance payment shall refer to the full price. Unless otherwise agreed, the advance payment must be credited to HIREF's account at least 30 days before the agreed date of delivery.
- 6.4. Unless otherwise agreed, any expenses or bank fees due with respect to the payment shall be for the Buyer's account.
- 6.5. Payment delays are not allowed. However, in case of force majeure, it shall be possible to agree a payment delay with HIREF before the delivery date and HIREF reserves the right to accept. In case of payment delay with respect to the agreed delivery date, the Buyer shall pay to HIREF an interest rate calculated according to Euribor + 2% (art. 5 of Italian legislative decree n. 231/02), starting from the date on which payment was due.
- 6.6. If the purchased materials are not collected within 30 days after the Buyer has been notified they are ready for pick-up, the Buyer shall be charged storage fees of € 10,00 per

day & item code for a cumulative amount not exceeding 70% of the order total. If the materials are not picked up within 90 days, HIREF shall be free to sell them to other customers, reserving the right to charge the Buyer for the total cost of the raw materials used for the manufacture thereof.

## 7. Limited Warranty

7.1. HIREF represents and warrants to the **original purchaser** all equipment as free from material and workmanship defects **for a period not exceeding 2 years from the startup date, but for a maximum of 30 months from shipping date (TERM OF WARRANTY).**

7.2. This warranty is granted to the BUYER **indicated as original purchaser, that is, the subject who buys directly from HIREF.** The warranty cannot be transferred unless with the prior written authorization by HIREF.

7.3. HIREF will have the right to choose between repairing or replacing the Products which turned out to be defective.

7.4. In case of repairs or replacement, the whole warranty shall not be extended beyond its original term; the replaced or repaired Products will be warranted for the remainder of the warranty term applicable to the originally shipped Products.

### 7.5. Exceptions and Limitations:

7.5.1. HIREF's Warranty is effective only if the Product has been installed by the Buyer in compliance with HIREF's instructions and, where necessary, connected to suitable electric, water and drainage systems, with refrigerant pipes properly dehydrated and under vacuum conditions and correctly commissioned (unit start up) by authorized service engineers.

7.5.2. Maintenance and service activities are not included in the warranty by HIREF but are under the responsibility of the BUYER. This includes replacing filters, fan belts, refrigerant, humidifier cylinders, light bulbs, other consumables and other maintenance activities indicated in the HIREF instructions.

7.5.3. The startup report can be requested by HIREF at any time. If the start up report is not delivered to HIREF within 10 days from the request, the warranty shall be voided.

7.5.4. Moreover, there will be no Warranty in the following cases:

- (i) Startup not performed by HIREF's personnel / personnel authorized by HIREF, alteration, modification, lack of maintenance or poor maintenance, improper use, maintenance not in accordance with instructions' manual of the product or performed by unauthorised personnel.
- (ii) Installation and / or use of non-original parts and other components.
- (iii) Installation of the product in unsuitable environments and / or under conditions not covered by the instructions' manual.

7.5.5. THE MAXIMUM LIABILITY OF HIREF UNDER THIS LIMITED WARRANTY IS EXPRESSLY LIMITED TO THE LESSER BETWEEN THE PRICE THE BUYER HAS PAID FOR THE PRODUCT AND THE COST OF REPAIRING OR REPLACING THAT PRODUCT OR ANY COMPONENT OR PART THAT MALFUNCTIONS IN CONDITIONS OF NORMAL USE. HIREF will not be liable for any shipping, installation, refrigerant, labor expenses or further repair costs incurred by Buyer in replacing or changing defective parts or equipment covered by this warranty.

7.5.6. Except in case of fraud or gross negligence by HIREF, HIREF's only obligation in case of material and workmanship defects of the Products will be that of repairing or replacing the defective Products. It is agreed that the above-mentioned guarantee (i.e. The obligation to repair or replace the Products) is in lieu of any other legal guarantee or liability with the exclusion of any other HIREF's liability (whether contractual or non-



contractual) which may arise out of or in relation with the Products supplied (e.g. compensation of damages, loss of profit, recall campaigns, etc.).

7.5.7. Except as indicated above, **IN NO EVENT WILL HIREF BE LIABLE FOR ANY DAMAGES CAUSED BY THE PRODUCT OR THE FAILURE OF THE PRODUCT TO PERFORM, INCLUDING ANY LOST PROFITS OR SAVINGS, OR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES.** HIREF DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7.5.8. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON.

7.5.9. HIREF is not liable for any claim made by a third party or made by the Buyer on behalf of a third party.

7.5.10. The Term of Warranty of article 7.1 **will be reduced to 1 year from the shipping date (legal warranty only) in case of failure to pay the relevant price, fully or in part, according to the terms of payment described in article 6.**

7.5.11. **The Warranty established in article 7.1 is not valid for the sale of Spare Parts outside of the term of warranty.**

7.6. Extension of the Period of Warranty - HIREF reserves the right to grant any extension of the validity time period in specific cases, at the time of negotiation of order and after the payment of extra-costs for warranty extensions. In case of partial payment or default of the estimated extra costs, the warranty period extension will no longer be granted.

## 8. Repairing and Replacing Terms

8.1. HIREF reserves the right to manage the claims as indicated in the "HIREF INTERNATIONAL WARRANTY CONDITIONS". ([www.hiref.it](http://www.hiref.it))

8.2. HIREF is not required to issue any guarantee of payment before having had the opportunity to verify the claim in the manner described in the "HIREF INTERNATIONAL WARRANTY CONDITIONS". If the technical checks show the failure is not covered by the warranty, HIREF reserves the right to charge the costs incurred to the Buyer.

8.3. Defects and/or any delays in repairing or replacing the faulty parts will not create a right to compensation or extension of this Warranty.

8.4. In case the Product is identified as defective by an authorized HIREF's representative, HIREF undertakes to replace or to repair the Product in the usual place of business of the Buyer's, during normal working hours. If the Buyer has resold the Product to further purchasers and has delivered the Product elsewhere, HIREF shall not pay any additional costs.

8.5. For further details or information on the warranty conditions, HIREF refers to the specific document "HIREF - International Warranty Conditions".

## 9. Force majeure

9.1. Either party shall have the right to suspend the performance of their contractual obligations when such performance becomes impossible or unduly onerous because of unforeseeable events beyond their control, such as strikes, boycotts, lock-outs, fires, war (either declared or not), civil war, riots, revolutions, requisitions, embargo, energy black-outs, delay in delivery of components or raw materials.

9.2. The party wishing to enforce the present clause must promptly communicate in writing to the other party the occurrence and the end of such force majeure circumstances.

9.3. Should the suspension due to force majeure last more than six weeks, either party shall have the right to terminate the Contract by a 10 days' written notice to the other Party.



**10. Law and Jurisdiction**

10.1. This sales agreement is governed by the laws of Italy, to the exclusion of the United Nations Convention on the International Sales of Goods.

10.2. Any action arising out of or in connection with this contract shall be subject to the exclusive jurisdiction of the Courts of Padova (Italy). However, in departure from the above provision, HIREF is in any case entitled to bring its action before the competent court of the place where the Buyer has its registered office.

Date and Place .....Signature of BUYER .....

*In compliance with the provisions of articles 1341 and 1342 of the Italian Civil Code, the Buyer declares to accept expressly the articles 1 (Definitions), 3 (Confirmation of Order - Delivery Times), 4 (Delivery and shipment - Complaints), 7 (Warranty for defects), 8 (Repairing and Replacing Terms), 9 (Force majeure), 10 (Law and Jurisdiction) of the General Conditions of Sales.*

Date and Place .....Signature of BUYER .....

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## HIREF S.p.A. – GLOBAL WARRANTY CONDITIONS (GWC) – Export CEE

### 1. Warranty

#### 1.1 General conditions

Warranty is applied only to HIREF S.P.A. products purchased and marketed by the official dealer or by a customer. It absorbs and replaces the legal warranty for defects, and excludes – to the extent permitted by law – any possible warranty and/or responsibility of the manufacturer, generated by supplied products. Therefore, any further right and/or warranty related to the products and to their use, here unplanned must be considered expressly excluded. The present warranty, moreover, replaces any possible warranty verbal or express or statements made previously to the purchase of the products.

### 2. Coverage, validity of the warranty

- 2.1 HIREF S.P.A. ensures to the original purchaser (dealer or customer) that all the final products, manufactured and marketed by it, are excluded from defects in the materials and in the manufacturing for a period not exceeding 24 (twenty-four) months from the start-up date, if performed within 6 (six) months from the shipping date, or for a maximum of 30 (thirty) months from the shipping date (PERIOD OF WARRANTY), except in case of warranty waiver, exclusion, constraints and restrictions determined by the following articles;
- 2.2 The warranty is valid for own defects and/or in manufacture, not caused by external agents;
- 2.3 **The warranty covers the spare parts supply, that are available Ex-Works at the headquarters HIREF S.P.A. in Tribano (Italy);**
- 2.4 The warranty doesn't cover the costs generated by trip and labour necessary for the repair and other costs, except for the cases classifiable as DOA (Dead on Arrival);
- 2.5 The warranty is valid only for new units and the units intended for use as "rental" are excluded; In this case the dedicated conditions of warranty must be agreed with the customer in the moment of the sale;
- 2.6 The present warranty is granted only to the DEALER/CUSTOMER understood as the one, who buys directly from HIREF S.P.A. or those who are the holder of the sale invoice. The warranty can't be transferred, except with written permission of HIREF S.P.A.;
- 2.7 HIREF S.P.A. will have the right to choose between the repair or replacement of the products, that have proved to be defective;
- 2.8 In case of repair or replacement of the final products and/or parts of it, the entire warranty will not be considered extended beyond the original validity; the replaced or repaired products will be ensured for the remaining period of warranty applicable to the products originally purchased;
- 2.9 All the defects have to be in every case claimed within 8 (eight) days from the receipt of the products or within 8 (eight) days from the discovery, when they are defects unrecognisable, and within the terms of validity of the present warranty with a communication addressed to the office Technical Assistance Afet-sales of HIREF S.P.A. ([support@hiref.it](mailto:support@hiref.it)) or through web touch points applications, that are available with this purpose;
- 2.10 **The recognition of the warranty depends on the preliminary evaluation on evidence of the defect**, for which HIREF S.P.A. requires to the DEALER/CUSTOMER the necessary elements to the evaluation also through modules and documents, or it requires receive back the product and/or defectives parts of it for own analysis and/or assistance interventions internal or external at authorised service centres, suppliers or producers; for the case in which HIREF S.P.A. requires the return of the products or parts of it, the DEALER/CUSTOMER must give his assent to the direct return to HIREF S.P.A. or at the service centres, suppliers or producers that will be indicated to him, even if HIREF S.P.A., service centres, suppliers or producers can then evaluate the most appropriate way and can provide for the final disposal; for the case of replacement under warranty of the product and/or parts of it that doesn't require the return, the DEALER/CUSTOMER will keep the availability of the same and will have to provide at its own expense to the disposal, exempting HIREF S.P.A. from every responsibility;
- 2.11 The costs of return and replacement, as well as repair, at HIREF S.P.A. of the products and/or parts of it will remain in charged of HIREF S.P.A. **However, if the analysis evidences that the**

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**malfunctioning or claim cannot be considered covered by warranty, HIREF S.P.A. will charge later to the DEALER/CUSTOMER all the generated costs.** In case of loss of the requested information (within 8 days) or loss of return back of the products and/or defectives parts of it (within 30 days from replacement items delivery date) to HIREF S.P.A., it won't recognize warranty.

### 3. Exceptions and restrictions

- 3.1 The warranty provided by HIREF S.P.A. is effective only if the product has been installed by the DEALER/CUSTOMER or by authorized service centre and qualified, according to the HIREF S.P.A. instructions or product's documents, and connected to proper electrical net (power supply), hydraulic, aeraulic and drains, with refrigeration pipelines properly built, dehydrated and in emptiness and only later of the start-up made by representatives authorized by HIREF S.P.A.;
- 3.2 The maintenance and service activities are not locally provided by HIREF S.P.A., but under the responsibility of the local dealer;
- 3.3 Components of ordinary maintenance (for instance oil, gas filters, air filters, safety valves, etc..) and their replacement are not included in warranty. Service interventions or spare parts supply, due to broken fuses and/or trips of electrical protection and safety devices not generated by own defect on motors protected by them, are not insured by warranty. Warranty does not include activities performed by third parties on splitted units, refrigerant pipelines, hydraulic, aeraulic, electrical external to the units;
- 3.4 The warranty is not valid is case in which:
  - 3.4.1 The start-up has not been performed by authorized company by the local dealer or by HIREF S.P.A. and/or not qualified; in case of tampering (included the quantity of refrigerant), alteration, negligence, neglect, accidental breakage, mishandling, misuse, failure or inadequate maintenance or performed by unqualified employee;
  - 3.4.2 Installation and/or use of not original parts or other components;
  - 3.4.3 Installation of the product in inappropriate areas and/or in conditions not prescribed by product documents;
  - 3.4.4 Inappropriate installation/building of the refrigerant pipelines/hydraulic/aeraulic/electrical at the service of machines, in relation to requirements of product documents;
  - 3.4.5 The DEALER/CUSTOMER is in state of insolvency with the payments;
  - 3.4.6 Is not present a suitable water filter installed near the entrance to the exchangers;
  - 3.4.7 The thermal load required by the system is different from the declared yield of the machine; the power voltage is insufficient or provisional;
  - 3.4.8 The flow/quantity/quality of the fluids isn't suited to the machine, both for the condensing, evaporating, recovery sides exchangers, pumps or other hydraulic parts;
  - 3.4.9 for damages due by special environmental conditions (areas with a sour, corrosive, salty atmosphere, temperatures out from nameplate ranges in using or storage, icing, vibrations induced by the environment or by the facilities, absence or improper use or installation of suitable antivibration dampers, long time disuse), atmospheric and natural events (lightning, flood, wildfires, earthquakes, God's acts);
  - 3.4.10 Is not provided to HIREF S.P.A. the technical commissioning reports within the limit of 8 (eight) days from his execution;
- 3.5 In order to recognize transport damages caused by forwarder companies commissioned by HIREF S.P.A., the DEALER/CUSTOMER will have to report in delivery note the wording "acceptance of products with retention of damage", describing the damage in signature of the forwarder company, the claim must be send to HIREF S.P.A. by written within 7 (seven) days from the delivery all together with photos that prove the problem taken during unload phase/acceptance of products included photos of original packaging, penalty is not recognize whatever cost. The warranty doesn't cover the damages caused by the forwarder companies commissioned by the DEALER/CUSTOMER.
- 3.6 The maximum responsibility of HIREF S.P.A. is limited to the lower amount between the price that the DEALER/CUSTOMER paid for the final product and the cost of repair or

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replacement or of every component or part that doesn't work correctly in conditions of normal use.

- 3.7 HIREF S.P.A. won't be the responsible for every cost and/or transport activities and handling (for examples using cranes or similar), disassembly, installation.
- 3.8 This warranty replaces any other legal warranty or other liability of HIREF S.P.A. (contractual or non-contractual) that is related to the supplied products (for instance compensation for the damage, loss of earnings, compensation for rental costs).
- 3.9 HIREF S.P.A. will be not responsible for any damage caused by the product or by the inoperability of the product, included loss of profit and earnings or indirect damages, incidental, punitive or special HIREF S.P.A. doesn't recognize extra warranties or implied conditions, included all those of merchantability and suitability of the product for a particular purpose.
- 3.10 Is excluded the responsibility of HIREF S.P.A. for damage, inefficiencies and/or delay caused by third part to the DEALER/CUSTOMER for bad use or tampering of machines as well as for damages and/or inefficiencies deriving from: non-reporting by DEALER/CUSTOMER to HIREF S.P.A. of failures and/or anomalies of machines operation; water seepage, flood, wildfires, anomalies of electricity, force majeure, legal provisions (for instance production of specific documents, legal obligations) strikes, explosions, thefts, floods, riots, sabotages, conflicts, epidemics, God's acts, etc...  
Is excluded the responsibility of HIREF S.P.A. for damages caused by DEALER/CUSTOMER and/or third part.
- 3.11 Any possible defect and/or delay on the repair or replacement won't give the right to compensation or to the extension of the present warranty.
- 3.12 HIREF S.P.A. isn't responsible for every complaint made by a third part or by the DEALER/CUSTOMER on behalf of a third part.
- 3.13 The period of warranty provided for in Article 2.1 will be reduced to 12 (twelve) months from the date of shipping in case of non-payment, total or partial.
- 3.14 The warranty provided for in article 2.1 is not recognized for spare parts on sale performed out of the warranty period.
- 3.15 **Extension of the warranty period** – HIREF S.P.A. has the right to grant an extension of the warranty period in specific cases, in the moment of the negotiation of the order or after the sales following payment of additional costs for the extension of the warranty. In case of partial payment or non-payment of the order and/or the additional cost established, the extension of the warranty period will be cancelled. The extension of the warranty will be bound to some elements of evaluation by HIREF S.P.A. (for instance type of customer, type of installation, geographical coverage of service, etc...) and/or to the subscription of a contract of periodical ordinary maintenance for all the warranty period regulated by specific contractual agreements. For the validation of the extension of warranty is required to the DEALER/CUSTOMER send report of start-up and photos of installation units within and not later than 8 (eight) days from the date of start-up and periodical ordinary maintenance interventions penalty non-recognition extension of warranty.
- 3.16 The present restriction of liability can't be refused and modified; any change or note to this document will be effective, except approved in writing by the parties.

#### 4. DOA-Dead on Arrival

- 4.1 The DOA are failures, own manufacturing or design defects, identified by the DEALER/CUSTOMER directly during the first start-up phase of unit or during the phases of inspection or control. HIREF S.P.A. will be able to recognize the failure as DOA, if it respects the following period: 90 days from the date of shipping of the unit from HIREF S.P.A.
- 4.2 Acceptance of DOA: The DOA will be recognized and accepted by HIREF S.P.A. only with:
  - written confirmation by the DEALER/CUSTOMER;
  - with the report of first start-up signed by the customer;
  - complete technical reports, photos, videos, modules and information required by HIREF S.P.A.;
  - HIREF S.P.A. reserves the right to ask return back of claimed failed items in advance to confirm the DOA following art. 6.6;

- 4.3 HIREF S.P.A. won't be responsible for additional costs, deriving from the acceptance of others design defects, other than those provided for cases of DOA.
- 4.4 However, HIREF S.P.A. has the right not to accept a failure as a DOA even if the conditions are respected. HIREF S.P.A. will inform in every case the DEALER/CUSTOMER about the decision with a written explanation of the reason why the DOA was rejected.
- 4.5 If the conditions of the previous articles 2, 3, 4.1, 4.2, 6.6 are respected, HIREF S.P.A. will inform the DEALER/CUSTOMER that the claim will be recognized as DOA. The service interventions is under organization of the internal structure of the local dealer. In case of doubts about the operation of the warranty or it is necessary to make an exploratory and evaluation inspection of the defect with technicians HIREF S.P.A. it will inform the DEALER/CUSTOMER before proceeding, specifying that in any case the inspection must be considered as recognition by HIREF S.P.A. of defects. If the defect had to be considered in the context of warranty DOA, HIREF S.P.A. will take care of the costs according to the annex "A":
  - 4.5.1 The overtime transport costs, as well as others particular costs as special modes (use of cranes, helicopters), special permissions, local taxes or of importation and costs for equipment won't be recognized.
  - 4.5.2 HIREF won't be responsible for additional cost for delays in shipping/delivery of replacement pieces.
  - 4.5.3 HIREF S.P.A. will refund the costs according to the annex "A", payment terms 60 days.
  - 4.5.4 The refunds will happen if will be followed the case management procedures of after sales dept. as specified and granted to the present conditions of warranty or to the annex A.
  - 4.5.5 If the DEALER/CUSTOMER had to intervene directly and/or needed on-site support, the Hiref after sales dept will require an anticipate evaluation, precise and detailed of costs, costs of labour, travel costs, etc... until the DEALER/CUSTOMER intervene. For the case in which the DEALER/CUSTOMER doesn't provide a cost estimation or HIREF doesn't accept the estimation provided by the DEALER/CUSTOMER, reference will be made to the Annex A to identify the maximum restrictions that will be used in the cost's recognition in case of replacement/intervention as DOA.
  - 4.5.6 HIREF will have the right not to accept additional costs, if they are not adequate with the work done.
  - 4.5.7 The deadline between the intervention repair and availability of Hiref to recognize DOA or the authorization to DEALER/CUSTOMER to perform service intervention match to the spare part's availability, cannot exceed 30 days penalty the reclaimed costs are not recognized.
  - 4.5.8 The deadline between the resolution of the problem and the sending of the service technical documents and invoices by the DEALER/CUSTOMER, it cannot exceed 30 days, penalty the reclaimed costs are not recognized.
- 4.6 In every case the total amount of any component's costs, that HIREF will recognize, must not exceed the cost of the unit.
- 4.7 will not be accept the costs not previously authorized by means of an ID number that identifies the claim, generated and communicated by HIREF S.P.A. to the DEALER/CUSTOMER.

## 5. Service interventions and claims.

- 5.1 Generally, the DEALER is responsible of the management of service interventions, of the organization, and independently execution, with qualified means and employee to attend the products.
- 5.2 Any service intervention of extraordinary nature not classified as DOA, required by the Technical Assistance Office after sales of HIREF S.P.A. will be valid only if received by the DEALER/CUSTOMER, through officials' modules that HIREF S.P.A. will provide. Will not be carried out assistance interventions in case of incorrect, incomplete or partial compilation of the modules of request for intervention and/or of acceptance of the relevant offers or in case of insolvency.
- 5.3 It remains charged to the DEALER/CUSTOMER prepare the access to the drive, in condition of operational safety in the workplaces, according to the minimum areas of installation required by product's documents and by current legislation. If the technician assigned for the intervention recognizes the absence of what is prescribed by law regarding safety, he can

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refuse the execution of the requested intervention, by charging to the DEALER/CUSTOMER the handling of the unit in a suitable area or his return at HIREF S.P.A. for the internal repair in the buildings. These activities and ancillary costs are not borne by HIREF S.P.A.

- 5.4 In case in which the DEALER/CUSTOMER requires an intervention and no failure is found, all the costs generated by the intervention will be charged to the DEALER to the existing fees and according to payment terms for the interventions out of warranty.
- 5.5 Interventions "unladen", unexecuted and/or waiting time of the technician for non-compliance, interruptions and/or for other causes not attributable to HIREF S.P.A., will give rise to costs that will be charged according to the tariff and the payment's conditions for interventions out of warranty and it must be required a new intervention by the DEALER/CUSTOMER.
- 5.6 In some cases, can be planned an exploratory and evaluative inspection of the defect, specifying that in any case the inspection can be considered as a recognition by HIREF S.P.A. of other defects.
- 5.7 The interventions of assistance made out the conditions of DOA are invoiced at the end to the current list (work's hours, travel's hours, travel expenses, room and board, materials, etc...) with conditions of payment.
- 5.8 For controversial reclaims, for refrigerant leak caused by breakage of pipes, fittings, folding connections and/or where it cannot be proven the responsibility of either side or considerable as commercial warranty, HIREF recognizes half of the calculated amount in conditions of DOA.

## 6. Spare parts provided on warranty, and returns.

- 6.1 The validity of the warranty of a spare part replaced during the period of warranty is regulated by the previous article 2.9.
- 6.2 The recognition of the warranty on replacement is bound by the conditions of the previous articles 2.10, 2.11.
- 6.3 The provision of the replacement parts is bound by their presence at stock of warehouse of HIREF S.P.A., HIREF is not obliged to predict a stock of replacement and is not responsible for any additional costs caused by delays in the provision, shipping/delivery of replacement pieces; HIREF is not responsible for delays of carriers and suppliers.
- 6.4 To the DEALER/CUSTOMER is not allowed to find replacement pieces on site and then require costs' recognition to HIREF S.P.A. emergency exceptions must be approved previously by after sales HIREF S.P.A.
- 6.5 The replacement parts provided within the period of warranty will be supply f.o.c. from HIREF S.P.A, and will be available Ex-Works at the headquarters HIREF S.P.A. in Tribano (Italy); The DEALER/CUSTOMER must declare the replacement and disposal of parts through the form specifically provided and the on-site intervention's report which must be provided to HIREF S.P.A. no later than 30 (thirty) days after part's delivery date penalty the warranty in parts will be not recognized and the supplied parts charged to the DEALER/CUSTOMER.
- 6.6 HIREF S.P.A. provide on advanced sale terms the replacement parts to the DEALER/CUSTOMER (special payment terms 120 days) if there are conditions for which there might be a caused damage, and/or ALWAYS APPLIED for COMPRESSORS, EXCHANGERS, PUMPS, INVERTERS; The part's return back at DEALER/CUSTOMER charge must be do with limit of 30 (thirty) days since Hiref's replacement part's delivery date, which expired, the warranty will be not more recognized and the advanced sale must be pay by the DEALER/CUSTOMER ; Specify on the transport and acceptance's documents the code ID of authorization, the RETURN CODE and form previously provided by HIREF S.P.A, packed by using original package. The advanced sale will be credited by HIREF S.P.A. within limit of 120 days (expiration of the advanced Hiref's sale invoice) from Hiref's replacement parts delivery date if the warranty will be recognized or confirmed, on the contrary case the DEALER must pay the advanced sale.
- 6.7 HIREF S.P.A. has the right to ask to DEALER/CUSTOMER to keep in warehouse the parts of which is not required the return when confirming the order, for an inspection by the representatives of HIREF S.P.A. or other deliveries to HIREF S.P.A for a maximum of 90 days

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from replacement's date. After the 90 days the DEALER/CUSTOMER can require authorization to HIREF S.P.A for the destruction/disposal without any additional requests of costs to HIREF S.P.A.

- 6.9 The components will be accepted by HIREF S.P.A only if ID claim, RETURN code and official form, will be identified correctly on the transport's document. The component without the return code and official form will be not accepted by warehouse and they will be returned to the DEALER/CUSTOMER at his own costs.
- 6.13 In charge of DEALER/CUSTOMER packaging the returns in order to avoid transport's damages and handling (especially with regards to final products, exchangers, compressors, pumps, ventilators, inverter). In case of impossibility in analysing the defects that refer to the final products and/or components as a result of bad condition in which the components are found or send back, HIREF S.P.A has the right not to recognize the warranty.
- 6.14 HIREF S.P.A will be not the responsible for additional costs for the destruction/disposal of the components and/or the final products not under warranty.

## 7. First start-up

- 7.1 First start-up service is in charge of Dealer to perform independently, with qualified and suitable means and employee to assist the product.
- 7.2 From the start-up date is valid the warranty of 24 (twenty-four) months, as long as is performed within 6 (six) months from the delivery's date of the product and is communicated officially his execution to HIREF S.P.A through appropriate technical service reports, within 8 (eight) days from the carrying out.
- 7.3 Any other special requests for extraordinary start-up asked to HIREF S.P.A. After sales dept, is valid only if received by DEALER/CUSTOMER, and through official modules that HIREF S.P.A will made available, only in signature of the DEALER, with at least 30 days in advance to the scheduled date; Will not be accepted requests of start-up provided in other forms, with incomplete documents or at the request of third parts.
- 7.4 First start-up "unladen" or waiting times of the technician for causes attributable to the DEALER/CUSTOMER and/or to final user will be charged to the conditions of the fees for interventions out of warranty; The DEALER/CUSTOMER will must require a further intervention of the technician.
- 7.5 Are not accepted first start-up through phone calls.
- 7.6 Handlings, Installations hydraulics, electrical, aeraulic and refrigerant piping are in charge of DEALER/CUSTOMER in accordance with product's documents, it means the preventive commissioning operations, penalty non-execution, charge of the service and the necessary request by DEALER/CUSTOMER of a new intervention of the technician.

## 8. Spare parts on sale terms, or out of the warranty period

- 8.1 warranty of spare parts on sale terms has got validity of 6 (six) months from the shipping of the product.
- 8.2 warranty on the sold spare-part is bound to the conditions of the previous art. 2.9, 2.10, 2.11.
- 8.3 The provision of the replacement parts is bound to the previous article 6.3. Minimum value for spare parts order is 50,00 €. Standard payment terms for services and spare parts is bank transfer 30 days, except to special sales agreements. HIREF S.P.A. reserved the right to ask in advance payments for special financial situations or special orders.
- 8.4 All the defects must be in every case denounce within 8 (eight) days from receipt of the goods or within 8 (eight) days from the discovery, but not more than the prescribed limit by the previous article 8.1, for the transport's damages reference should be made to the conditions of the previous article 3.5.
- 8.5 Electrical and electronic components and in general the components subject to wear or removable, are not included in the present warranty, unless their breakage or malfunction are not attributable to defects of origin recognized in text form by HIREF S.P.A.



8.6 Whenever the DEALER/CUSTOMER decides to modify or cancel complete or part of a sales order following cancellation/Modification fees will be charged according to the following Scheme:

- a) before the release of official order confirmation: no charges
- b) after release of official order confirmation (without time lags) for: exchangers, carpentry, pipes, special parts or specifically ordered: 100% net price is charge per single part modify or cancelled;
- c) within 2 (two) weeks after official order confirmation release: 40% net price is charge per single part modify or cancelled (min. € 50,00);
- d) within 2 (two) weeks before the confirmed delivery date: 70% net price is charge per single part modify or cancelled (min. € 50,00);

8.7 Since official communication of ready parts packing list cannot exceed more than 30 (thirty) days for goods pick up, above them (considered as same condition total or partial picking) for the goods still to the Hiref's warehouses will be charge do the DEALER/CUSTOMER a weekly fee 2% net price of total amount of ref. complete order, invoiced monthly (min. € 50,00).

## 9. Warranty Waiver

9.1 In case of sales terms contracts with expressed warranty waiver to the DEALER/CUSTOMER, nothing is due to defective installations or components and any spare parts. Will be considered the following exceptions:

In case of epidemic defectiveness confirmed by HIREF S.P.A, not than 30 (thirty) months from the shipping (in this case we can talk about technical warranty)

In case of Dead on Arrival, after the delivery of the report of start up within 8 (eight) days from the request and of previous certification of the defect by HIREF S.P.A., reference can be made to the previous art. 2.10, 2.11.

9.2 The costs of repair must be agreed in advance by the parties in the cases of DOA.

9.3 If HIREF S.P.A. will accept the case of DOA, the activities will continue according to provisions expressed in the articles: 2,3,4,5,6.

## 10. Applicable law and exclusive jurisdiction

10.1 For anything not governed by these conditions, reference will be made to Italian legislation, with the exclusion of the application of the Vienna Convention on international sales.

10.2 Any dispute relating to the application, validity, effectiveness, execution, interpretation, violation and resolution of these general warranty conditions is subject to Italian jurisdiction and the exclusive jurisdiction of the Court of Padua, Italy.

## HIREF S.p.A. – GLOBAL WARRANTY CONDITIONS (GWC) – Export EXTRA CEE

### 1. Warranty

#### 1.1 General conditions

Warranty is applied only to HIREF S.P.A. products purchased and marketed by the official dealer or by a customer. It absorbs and replaces the legal warranty for defects, and excludes – to the extent permitted by law – any possible warranty and/or responsibility of the manufacturer, generated by supplied products. Therefore, any further right and/or warranty related to the products and to their use, here unplanned must be considered expressly excluded. The present warranty, moreover, replaces any possible warranty verbal or express or statements made previously to the purchase of the products.

### 2. Coverage, validity of the warranty

- 2.1 HIREF S.P.A. ensures to the original purchaser (dealer or customer) that all the final products, manufactured and marketed by it, are excluded from defects in the materials and in the manufacturing for a period not exceeding 24 (twenty-four) months from the start-up date, if performed within 6 (six) months from the shipping date, or for a maximum of 30 (thirty) months from the shipping date (PERIOD OF WARRANTY), except in case of warranty waiver, exclusion, constraints and restrictions determined by the following articles;
- 2.2 The warranty is valid for own defects and/or in manufacture, not caused by external agents;
- 2.3 **The warranty covers the spare parts supply, that are available Ex-Works at the headquarters HIREF S.P.A. in Tribano (Italy);**
- 2.4 The warranty doesn't cover the costs generated by trip and labour necessary for the repair and other costs, except for the cases classifiable as DOA (Dead on Arrival);
- 2.5 The warranty is valid only for new units and the units intended for use as "rental" are excluded; In this case the dedicated conditions of warranty must be agreed with the customer in the moment of the sale;
- 2.6 The present warranty is granted only to the DEALER/CUSTOMER understood as the one, who buys directly from HIREF S.P.A. or those who are the holder of the sale invoice. The warranty can't be transferred, except with written permission of HIREF S.P.A.;
- 2.7 HIREF S.P.A. will have the right to choose between the repair or replacement of the products, that have proved to be defective;
- 2.8 In case of repair or replacement of the final products and/or parts of it, the entire warranty will not be considered extended beyond the original validity; the replaced or repaired products will be ensured for the remaining period of warranty applicable to the products originally purchased;
- 2.9 All the defects have to be in every case claimed within 8 (eight) days from the receipt of the products or within 8 (eight) days from the discovery, when they are defects unrecognisable, and within the terms of validity of the present warranty with a communication addressed to the office Technical Assistance Afet-sales of HIREF S.P.A. ([support@hiref.it](mailto:support@hiref.it)) or through web touch points applications, that are available with this purpose;
- 2.10 **The recognition of the warranty depends on the preliminary evaluation on evidence of the defect**, for which HIREF S.P.A. requires to the DEALER/CUSTOMER the necessary elements to the evaluation also through modules and documents, or it requires receive back the product and/or defectives parts of it for own analysis and/or assistance interventions internal or external at authorised service centres, suppliers or producers; for the case in which HIREF S.P.A. requires the return of the products or parts of it, the DEALER/CUSTOMER must give his assent to the direct return to HIREF S.P.A. or at the service centres, suppliers or producers that will be indicated to him, even if HIREF S.P.A., service centres, suppliers or producers can then evaluate the most appropriate way and can provide for the final disposal; for the case of replacement under warranty of the product and/or parts of it that doesn't require the return, the DEALER/CUSTOMER will keep the availability of the same and will have to provide at its own expense to the disposal, exempting HIREF S.P.A. from every responsibility;
- 2.11 The costs of return and replacement, as well as repair, at HIREF S.P.A. of the products and/or parts of it will remain in charged of HIREF S.P.A. **However, if the analysis evidences that the**

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35020 Tribano (PD) – IT

**malfunctioning or claim cannot be considered covered by warranty, HIREF S.P.A. will charge later to the DEALER/CUSTOMER all the generated costs.** In case of loss of the requested information (within 8 days) or loss of return back of the products and/or defectives parts of it (within 30 days from replacement items delivery date) to HIREF S.P.A., it won't recognize warranty.

### 3. Exceptions and restrictions

- 3.1 The warranty provided by HIREF S.P.A. is effective only if the product has been installed by the DEALER/CUSTOMER or by authorized service centre and qualified, according to the HIREF S.P.A. instructions or product's documents, and connected to proper electrical net (power supply), hydraulic, aeraulic and drains, with refrigeration pipelines properly built, dehydrated and in emptiness and only later of the start-up made by representatives authorized by HIREF S.P.A.;
- 3.2 The maintenance and service activities are not locally provided by HIREF S.P.A., but under the responsibility of the local dealer;
- 3.3 Components of ordinary maintenance (for instance oil, gas filters, air filters, safety valves, etc..) and their replacement are not included in warranty. Service interventions or spare parts supply, due to broken fuses and/or trips of electrical protection and safety devices not generated by own defect on motors protected by them, are not insured by warranty. Warranty does not include activities performed by third parties on splitted units, refrigerant pipelines, hydraulic, aeraulic, electrical external to the units;
- 3.4 The warranty is not valid is case in which:
  - 3.4.1 The start-up has not been performed by authorized company by the local dealer or by HIREF S.P.A. and/or not qualified; in case of tampering (included the quantity of refrigerant), alteration, negligence, neglect, accidental breakage, mishandling, misuse, failure or inadequate maintenance or performed by unqualified employee;
  - 3.4.2 Installation and/or use of not original parts or other components;
  - 3.4.3 Installation of the product in inappropriate areas and/or in conditions not prescribed by product documents;
  - 3.4.4 Inappropriate installation/building of the refrigerant pipelines/hydraulic/aeraulic/electrical at the service of machines, in relation to requirements of product documents;
  - 3.4.5 The DEALER/CUSTOMER is in state of insolvency with the payments;
  - 3.4.6 Is not present a suitable water filter installed near the entrance to the exchangers;
  - 3.4.7 The thermal load required by the system is different from the declared yield of the machine; the power voltage is insufficient or provisional;
  - 3.4.8 The flow/quantity/quality of the fluids isn't suited to the machine, both for the condensing, evaporating, recovery sides exchangers, pumps or other hydraulic parts;
  - 3.4.9 for damages due by special environmental conditions (areas with a sour, corrosive, salty atmosphere, temperatures out from nameplate ranges in using or storage, icing, vibrations induced by the environment or by the facilities, absence or improper use or installation of suitable antivibration dampers, long time disuse), atmospheric and natural events (lightning, flood, wildfires, earthquakes, God's acts);
  - 3.4.10 Is not provided to HIREF S.P.A. the technical commissioning reports within the limit of 8 (eight) days from his execution;
- 3.5 In order to recognize transport damages caused by forwarder companies commissioned by HIREF S.P.A., the DEALER/CUSTOMER will have to report in delivery note the wording "acceptance of products with retention of damage", describing the damage in signature of the forwarder company, the claim must be send to HIREF S.P.A. by written within 7 (seven) days from the delivery all together with photos that prove the problem taken during unload phase/acceptance of products included photos of original packaging, penalty is not recognize whatever cost. The warranty doesn't cover the damages caused by the forwarder companies commissioned by the DEALER/CUSTOMER.
- 3.6 The maximum responsibility of HIREF S.P.A. is limited to the lower amount between the price that the DEALER/CUSTOMER paid for the final product and the cost of repair or

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replacement or of every component or part that doesn't work correctly in conditions of normal use.

- 3.7 HIREF S.P.A. won't be the responsible for every cost and/or transport activities and handling (for examples using cranes or similar), disassembly, installation.
- 3.8 This warranty replaces any other legal warranty or other liability of HIREF S.P.A. (contractual or non-contractual) that is related to the supplied products (for instance compensation for the damage, loss of earnings, compensation for rental costs).
- 3.9 HIREF S.P.A. will be not responsible for any damage caused by the product or by the inoperability of the product, included loss of profit and earnings or indirect damages, incidental, punitive or special HIREF S.P.A. doesn't recognize extra warranties or implied conditions, included all those of merchantability and suitability of the product for a particular purpose.
- 3.10 Is excluded the responsibility of HIREF S.P.A. for damage, inefficiencies and/or delay caused by third part to the DEALER/CUSTOMER for bad use or tampering of machines as well as for damages and/or inefficiencies deriving from: non-reporting by DEALER/CUSTOMER to HIREF S.P.A. of failures and/or anomalies of machines operation; water seepage, flood, wildfires, anomalies of electricity, force majeure, legal provisions (for instance production of specific documents, legal obligations) strikes, explosions, thefts, floods, riots, sabotages, conflicts, epidemics, God's acts, etc...  
Is excluded the responsibility of HIREF S.P.A. for damages caused by DEALER/CUSTOMER and/or third part.
- 3.11 Any possible defect and/or delay on the repair or replacement won't give the right to compensation or to the extension of the present warranty.
- 3.12 HIREF S.P.A. isn't responsible for every complaint made by a third part or by the DEALER/CUSTOMER on behalf of a third part.
- 3.13 The period of warranty provided for in Article 2.1 will be reduced to 12 (twelve) months from the date of shipping in case of non-payment, total or partial.
- 3.14 The warranty provided for in article 2.1 is not recognized for spare parts on sale performed out of the warranty period.
- 3.15 **Extension of the warranty period** – HIREF S.P.A. has the right to grant an extension of the warranty period in specific cases, in the moment of the negotiation of the order or after the sales following payment of additional costs for the extension of the warranty. In case of partial payment or non-payment of the order and/or the additional cost established, the extension of the warranty period will be cancelled. The extension of the warranty will be bound to some elements of evaluation by HIREF S.P.A. (for instance type of customer, type of installation, geographical coverage of service, etc...) and/or to the subscription of a contract of periodical ordinary maintenance for all the warranty period regulated by specific contractual agreements. For the validation of the extension of warranty is required to the DEALER/CUSTOMER send report of start-up and photos of installation units within and not later than 8 (eight) days from the date of start-up and periodical ordinary maintenance interventions penalty non-recognition extension of warranty.
- 3.16 The present restriction of liability can't be refused and modified; any change or note to this document will be effective, except approved in writing by the parties.

#### 4. DOA-Dead on Arrival

- 4.1 The DOA are failures, own manufacturing or design defects, identified by the DEALER/CUSTOMER directly during the first start-up phase of unit or during the phases of inspection or control. HIREF S.P.A. will be able to recognize the failure as DOA, if it respects the following period: 90 days from the date of shipping of the unit from HIREF S.P.A.
- 4.2 Acceptance of DOA: The DOA will be recognized and accepted by HIREF S.P.A. only with:
  - written confirmation by the DEALER/CUSTOMER;
  - with the report of first start-up signed by the customer;
  - complete technical reports, photos, videos, modules and information required by HIREF S.P.A.;
  - HIREF S.P.A. reserves the right to ask return back of claimed failed items in advance to confirm the DOA following art. 6.6;

- 4.3 HIREF S.P.A. won't be responsible for additional costs, deriving from the acceptance of others design defects, other than those provided for cases of DOA.
- 4.4 However, HIREF S.P.A. has the right not to accept a failure as a DOA even if the conditions are respected. HIREF S.P.A. will inform in every case the DEALER/CUSTOMER about the decision with a written explanation of the reason why the DOA was rejected.
- 4.5 If the conditions of the previous articles 2, 3, 4.1, 4.2, 6.6 are respected, HIREF S.P.A. will inform the DEALER/CUSTOMER that the claim will be recognized as DOA. The service interventions is under organization of the internal structure of the local dealer. In case of doubts about the operation of the warranty or it is necessary to make an exploratory and evaluation inspection of the defect with technicians HIREF S.P.A. it will inform the DEALER/CUSTOMER before proceeding, specifying that in any case the inspection must be considered as recognition by HIREF S.P.A. of defects. If the defect had to be considered in the context of warranty DOA, HIREF S.P.A. will take care of the costs according to the annex "A":
  - 4.5.1 The overtime transport costs, as well as others particular costs as special modes (use of cranes, helicopters), special permissions, local taxes or of importation and costs for equipment won't be recognized.
  - 4.5.2 HIREF won't be responsible for additional cost for delays in shipping/delivery of replacement pieces.
  - 4.5.3 HIREF S.P.A. will refund the costs according to the annex "A", payment terms 60 days.
  - 4.5.4 The refunds will happen if will be followed the case management procedures of after sales dept. as specified and granted to the present conditions of warranty or to the annex A.
  - 4.5.5 If the DEALER/CUSTOMER had to intervene directly and/or needed on-site support, the Hiref after sales dept will require an anticipate evaluation, precise and detailed of costs, costs of labour, travel costs, etc... until the DEALER/CUSTOMER intervene. For the case in which the DEALER/CUSTOMER doesn't provide a cost estimation or HIREF doesn't accept the estimation provided by the DEALER/CUSTOMER, reference will be made to the Annex A to identify the maximum restrictions that will be used in the cost's recognition in case of replacement/intervention as DOA.
  - 4.5.6 HIREF will have the right not to accept additional costs, if they are not adequate with the work done.
  - 4.5.7 The deadline between the intervention repair and availability of Hiref to recognize DOA or the authorization to DEALER/CUSTOMER to perform service intervention match to the spare part's availability, cannot exceed 30 days penalty the reclaimed costs are not recognized.
  - 4.5.8 The deadline between the resolution of the problem and the sending of the service technical documents and invoices by the DEALER/CUSTOMER, it cannot exceed 30 days, penalty the reclaimed costs are not recognized.
- 4.6 In every case the total amount of any component's costs, that HIREF will recognize, must not exceed the cost of the unit.
- 4.7 will not be accept the costs not previously authorized by means of an ID number that identifies the claim, generated and communicated by HIREF S.P.A. to the DEALER/CUSTOMER.

## 5. Service interventions and claims.

- 5.1 Generally, the DEALER is responsible of the management of service interventions, of the organization, and independently execution, with qualified means and employee to attend the products.
- 5.2 Any service intervention of extraordinary nature not classified as DOA, required by the Technical Assistance Office after sales of HIREF S.P.A. will be valid only if received by the DEALER/CUSTOMER, through officials' modules that HIREF S.P.A. will provide. Will not be carried out assistance interventions in case of incorrect, incomplete or partial compilation of the modules of request for intervention and/or of acceptance of the relevant offers or in case of insolvency.
- 5.3 It remains charged to the DEALER/CUSTOMER prepare the access to the drive, in condition of operational safety in the workplaces, according to the minimum areas of installation required by product's documents and by current legislation. If the technician assigned for the intervention recognizes the absence of what is prescribed by law regarding safety, he can

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refuse the execution of the requested intervention, by charging to the DEALER/CUSTOMER the handling of the unit in a suitable area or his return at HIREF S.P.A. for the internal repair in the buildings. These activities and ancillary costs are not borne by HIREF S.P.A.

- 5.4 In case in which the DEALER/CUSTOMER requires an intervention and no failure is found, all the costs generated by the intervention will be charged to the DEALER to the existing fees and according to payment terms for the interventions out of warranty.
- 5.5 Interventions “unladen”, unexecuted and/or waiting time of the technician for non-compliance, interruptions and/or for other causes not attributable to HIREF S.P.A., will give rise to costs that will be charged according to the tariff and the payment’s conditions for interventions out of warranty and it must be required a new intervention by the DEALER/CUSTOMER.
- 5.6 In some cases, can be planned an exploratory and evaluative inspection of the defect, specifying that in any case the inspection can be considered as a recognition by HIREF S.P.A. of other defects.
- 5.7 The interventions of assistance made out the conditions of DOA are invoiced at the end to the current list (work’s hours, travel’s hours, travel expenses, room and board, materials, etc...) with conditions of payment.
- 5.8 For controversial reclaims, for refrigerant leak caused by breakage of pipes, fittings, folding connections and/or where it cannot be proven the responsibility of either side or considerable as commercial warranty, HIREF recognizes half of the calculated amount in conditions of DOA.

## 6. Spare parts provided on warranty, and returns.

- 6.1 The validity of the warranty of a spare part replaced during the period of warranty is regulated by the previous article 2.9.
- 6.2 The recognition of the warranty on replacement is bound by the conditions of the previous articles 2.10, 2.11.
- 6.3 The provision of the replacement parts is bound by their presence at stock of warehouse of HIREF S.P.A., HIREF is not obliged to predict a stock of replacement and is not responsible for any additional costs caused by delays in the provision, shipping/delivery of replacement pieces; HIREF is not responsible for delays of carriers and suppliers.
- 6.4 To the DEALER/CUSTOMER is not allowed to find replacement pieces on site and then require costs’ recognition to HIREF S.P.A. emergency exceptions must be approved previously by after sales HIREF S.P.A.
- 6.5 The replacement parts provided within the period of warranty will be shipped with a regular sales invoice, when authorised by HIREF S.P.A. the DEALER/CUSTOMER will issue an invoice to HIREF S.P.A. for the same amount of the invoice for the newly shipped components. The BUYER invoice shall be for “**Service maintenance cost ID claim reference ...**”. Replacement parts technical sheets and invoices must be provided to HIREF S.P.A. no later than 30 (thirty) days after part’s delivery date, penalty the warranty in parts will be not recognized and the supplied parts charged to the DEALER/CUSTOMER.
- 6.6 In case the parts are required to come back to HIREF S.P.A. they will be sell on advanced sale terms to the DEALER/CUSTOMER (with special payment terms 120 days), they must send back at DEALER/CUSTOMER charge with max limit of 30 (thirty) days since Hiref’s replacement part’s delivery date, which expired, the warranty will be not more recognized and the advanced sale must be pay by the DEALER/CUSTOMER ; Specify on the transport and acceptance’s documents the code ID of authorization, the RETURN CODE and form previously provided by HIREF S.P.A, packed by using original package. The advanced sale will be credited by HIREF S.P.A. within limit of 120 days (expiration of the advanced Hiref’s sale invoice) from Hiref’s replacement parts delivery date if the warranty will be recognized or confirmed, on the contrary case the DEALER must pay the advanced sale.
- 6.7 HIREF S.P.A. has the right to ask to DEALER/CUSTOMER to keep in warehouse the parts of which is not required the return when confirming the order, for an inspection by the representatives of HIREF S.P.A. or other deliveries to HIREF S.P.A for a maximum of 90 days from replacement’s date. After the 90 days the DEALER/CUSTOMER can require authorization

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to HIREF S.P.A for the destruction/disposal without any additional requests of costs to HIREF S.P.A.

- 6.9 The components will be accepted by HIREF S.P.A only if ID claim, RETURN code and official form, will be identified correctly on the transport's document. The component without the return code and official form will be not accepted by warehouse and they will be returned to the DEALER/CUSTOMER at his own costs.
- 6.13 In charge of DEALER/CUSTOMER packaging the returns in order to avoid transport's damages and handling (especially with regards to final products, exchangers, compressors, pumps, ventilators, inverter). In case of impossibility in analysing the defects that refer to the final products and/or components as a result of bad condition in which the components are found or send back, HIREF S.P.A has the right not to recognize the warranty.
- 6.14 HIREF S.P.A will be not the responsible for additional costs for the destruction/disposal of the components and/or the final products not under warranty.

## 7. First start-up

- 7.1 First start-up service is in charge of Dealer to perform independently, with qualified and suitable means and employee to assist the product.
- 7.2 From the start-up date is valid the warranty of 24 (twenty-four) months, as long as is performed within 6 (six) months from the delivery's date of the product and is communicated officially his execution to HIREF S.P.A through appropriate technical service reports, within 8 (eight) days from the carrying out.
- 7.3 Any other special requests for extraordinary start-up asked to HIREF S.P.A. After sales dept, is valid only if received by DEALER/CUSTOMER, and through official modules that HIREF S.P.A will made available, only in signature of the DEALER, with at least 30 days in advance to the scheduled date; Will not be accepted requests of start-up provided in other forms, with incomplete documents or at the request of third parts.
- 7.4 First start-up "unladen" or waiting times of the technician for causes attributable to the DEALER/CUSTOMER and/or to final user will be charged to the conditions of the fees for interventions out of warranty; The DEALER/CUSTOMER will must require a further intervention of the technician.
- 7.5 Are not accepted first start-up through phone calls.
- 7.6 Handlings, Installations hydraulics, electrical, aerulic and refrigerant piping are in charge of DEALER/CUSTOMER in accordance with product's documents, it means the preventive commissioning operations, penalty non-execution, charge of the service and the necessary request by DEALER/CUSTOMER of a new intervention of the technician.

## 8. Spare parts on sale terms, or out of the warranty period

- 8.1 warranty of spare parts on sale terms has got validity of 6 (six) months from the shipping of the product.
- 8.2 warranty on the sold spare-part is bound to the conditions of the previous art. 2.9, 2.10, 2.11.
- 8.3 The provision of the replacement parts is bound to the previous article 6.3. Minimum value for spare parts order is 50,00 €. Standard payment terms for services and spare parts is bank transfer 30 days, except to special sales agreements. HIREF S.P.A. reserved the right to ask in advance payments for special financial situations or special orders.
- 8.4 All the defects must be in every case denounce within 8 (eight) days from receipt of the goods or within 8 (eight) days from the discovery, but not more than the prescribed limit by the previous article 8.1, for the transport's damages reference should be made to the conditions of the previous article 3.5.
- 8.5 Electrical and electronic components and in general the components subject to wear or removable, are not included in the present warranty, unless their breakage or malfunction are not attributable to defects of origin recognized in text form by HIREF S.P.A.



8.6 Whenever the DEALER/CUSTOMER decides to modify or cancel complete or part of a sales order following cancellation/Modification fees will be charged according to the following Scheme:

- a) before the release of official order confirmation: no charges
- b) after release of official order confirmation (without time lags) for: exchangers, carpentry, pipes, special parts or specifically ordered: 100% net price is charge per single part modify or cancelled;
- c) within 2 (two) weeks after official order confirmation release: 40% net price is charge per single part modify or cancelled (min. € 50,00);
- d) within 2 (two) weeks before the confirmed delivery date: 70% net price is charge per single part modify or cancelled (min. € 50,00);

8.7 Since official communication of ready parts packing list cannot exceed more than 30 (thirty) days for goods pick up, above them (considered as same condition total or partial picking) for the goods still to the Hiref's warehouses will be charge do the DEALER/CUSTOMER a weekly fee 2% net price of total amount of ref. complete order, invoiced monthly (min. € 50,00).

## 9. Warranty Waiver

9.1 In case of sales terms contracts with expressed warranty waiver to the DEALER/CUSTOMER, nothing is due to defective installations or components and any spare parts. Will be considered the following exceptions:

In case of epidemic defectiveness confirmed by HIREF S.P.A, not than 30 (thirty) months from the shipping (in this case we can talk about technical warranty)

In case of Dead on Arrival, after the delivery of the report of start up within 8 (eight) days from the request and of previous certification of the defect by HIREF S.P.A., reference can be made to the previous art. 2.10, 2.11.

9.2 The costs of repair must be agreed in advance by the parties in the cases of DOA.

9.3 If HIREF S.P.A. will accept the case of DOA, the activities will continue according to provisions expressed in the articles: 2,3,4,5,6.

## 10. Applicable law and exclusive jurisdiction

10.1 For anything not governed by these conditions, reference will be made to Italian legislation, with the exclusion of the application of the Vienna Convention on international sales.

10.2 Any dispute relating to the application, validity, effectiveness, execution, interpretation, violation and resolution of these general warranty conditions is subject to Italian jurisdiction and the exclusive jurisdiction of the Court of Padua, Italy.