

General Terms And Conditions Of After-Sales Service

General warranty conditions for Cosmotec Industrial Cooling products

Stulz S.p.A. guarantees that the product is free from quality defects.

The products are not consumer goods and are intended exclusively for use in the industrial and professional sector.

Warranty period: 18 months from date of shipment from Stulz S.p.A. for all unit components.

In any case, examination of the problem reported is subject to the provision of all the technical information requested by the Service, using the appropriate forms, to which photographic documentation of the problem must be attached.

In particular, for faulty components, when detectable, it must be reported model and serial/lot number indicated by the manufacturer of the device in question.

Warranty conditions

- 1) Circuits that do not require a cooling power higher than the power indicated on the nameplate.
- 2) Full compliance with the standards, recommendations and instructions in the user and maintenance manual
- 3) Documentary proof by the customer of regular preventive maintenance carried out by suitably trained personnel.

Conditions for invalidity of the Warranty

- 1) Alteration or modification of the structure or circuits of the unit
- 2) Introduction of gases into the refrigeration circuit which differ in quantity or quality from those indicated on the plate
- 3) Operation of the unit in environments with an acidic or corrosive atmosphere
- 4) Application of the products in the presence of vibrations, movements and temperatures outside the value on the plate
- 5) Irregularities in payments for previous supplies

The warranty will also expire in applications where the quantity/flow rate of the fluids for both the condensing and evaporating parts is not guaranteed and proven.

In the presence of corrosion or erosion, the customer must prove the purity of the fluids, air or water, used by the cooling system. The system water or condensation water is considered pure if it meets the parameters indicated in the operation and maintenance manual.

For products intended for special use, i.e. with use other than the standard application, for which there is no experience resulting from specific applications such as those requested by the customer and for which the customer has not paid for the study, development and testing, the indications provided by the manufacturer regarding the use and characteristics of the product are merely advisory and not binding on the latter.

For products with a special code, which are not included in the commercial catalogue, spare parts must be purchased together with the product as the manufacturer does not guarantee ready availability in case of need.

NOTES

- Requests for technical assistance on products under warranty must be received by Stulz S.p.A. exclusively from direct customers by filling out the 'Technical Assistance Request' form.
- The person requesting the technical assistance service agrees to bear the costs of intervention/repair in the event that the unit, although under warranty, does not present any anomaly or the defect is not attributable to the quality of the product itself.

Warranty conditions

During the warranty period, the components and/or machines are supplied under “Guarantee subject to verification” with the exception of consumables (e.g. mechanical seals of hydraulic pumps, transmission belts, filters, etc.) for which Stulz S.p.A. does not recognise any guarantee.

- For any part found to be defective, during the warranty period, Stulz S.p.A. will repair or replace it, at its own discretion, in its own factories or in companies authorised by it. If the warranty is acknowledged, Stulz S.p.A. will only bear the costs of the defective components, the labour costs to carry out the repair and the transport costs for returning the repaired/replaced units or components to the customer.
- If the customer expressly requests work at its own premises, Stulz S.p.A. shall not bear the costs of personnel travel, which shall be invoiced according to the Stulz S.p.A. rates in force at the time of the request and which can be viewed at <https://cosmotec.it/en/general-sales-terms/> on www.cosmotec.it
- If it is agreed with Stulz S.p.A. that the replacement part is to be sent at the customer's expense, Stulz S.p.A. shall issue an ex works sales order. The component declared defective must be returned to Stulz S.p.A. within 40 days of receipt of the replacement part, with transport at the customer's expense. If the analysis of the returned part does not show that the customer is not responsible for the failure, Stulz S.p.A. shall credit the previously invoiced spare part. If the component is not found to be faulty, it will be retained permanently by Stulz S.p.A. and no credit will be issued.

If, following an analysis carried out by Stulz S.p.A. or a party delegated by Stulz S.p.A., it is found that the customer is responsible for the occurrence of the fault, all costs incurred, including any supplier charges for testing and repairing components and related shipping costs, shall be invoiced to the customer.

Stulz S.p.A. shall not bear any costs arising such as, for example, removal, installation and handling of units, costs of shipping material to Stulz S.p.A. All costs not covered by Stulz S.p.A., but incurred by it, shall be charged to the Customer.

Stulz S.p.A. provides a warranty period of six months in respect of the replaced components and the activities carried out during repairs.

For the purposes of the warranty terms, repaired or replaced products do not change the start and end times of the warranty.

Stulz S.p.A. also applies the above conditions to units which fail during start-up.

Return of Cosmotec products to Stulz S.p.A.

Returns to Stulz S.p.A. must be authorised in advance by means of a return authorisation code, which must be entered on the transport document.

The return authorisation code must be requested from Stulz S.p.A., exclusively by direct customers, by filling in the detailed 'Return request form'.

Please note that:

- The return request form must state that the unit/component being requested is EXEMPT / NOT EXEMPT from contamination / presence of harmful substances listed in EC Regulation no. 1907/2006 (R.E.A.Ch.) and subsequent amendments.
- In case of NON-EXEMPT, the applicant, together with the form, must send Stulz SpA the safety data sheets of the contaminating products, aware that Stulz SpA, in consideration of the UNI EN 14001 environmental certification and in order to preserve the health of the workers, reserves the right not to proceed with the authorisation to return the unit, unless it has been cleaned up by the applicant.
- Transport costs for the return of goods shall be borne by the customer. Stulz S.p.A. will not take back material returned with transport costs at its own expense.
- Materials must be returned by means of a transport document on which the return authorisation code is quoted. In the event that a forwarding agent is used to collect goods by means of a delivery note, the transport document must be included in the package or affixed to it.
- The warehouse receiving the goods will not accept material without the return authorisation code mentioned on the transport document or clearly marked on the package.
- Returns for credit due to incorrect order or non-sale by the customer are subject to a financial deduction to cover the costs of control, accommodation and administration incurred by Stulz S.p.A., which may vary depending on the condition of the returned goods. The minimum deduction amount is 50% of the value of the goods in the case of standard products. We do not accept returns for special products.
- Stulz S.p.A. shall charge the customer € 75.00 as the cost of checking units returned for repair outside the warranty period if the repair estimate is rejected. Stulz S.p.A. cannot arrange for the disposal of material returned unrepared, which must therefore always be collected by the customer.

Spare parts request for Cosmotec units

Stulz S.p.A. sells spare parts exclusively to its direct customers, Distributors and Authorised Service Centres, applying the agreed sales conditions. The cost of shipping spare parts is borne by the customer.

The applicant for spare parts must provide the model, serial number and production date of the defective unit and a brief description of the components required.

The customer (and/or purchaser and/or client) declares that he/she has read the general supply conditions applied by Stulz S.p.A. and, in particular, that he/she has carefully read the General Product Warranty Conditions of which he/she has understood the Technical Assistance Request procedure and accepted the relative terms.

In this regard, also pursuant to and for the purposes of Article 1341 of the Italian Civil Code, the following clauses and conditions are subject to specific approval:

- 1) Duration of the guarantee period;
- 2) Inoperability of the guarantee in the event of irregularities in payments due to Stulz S.p.A.;
- 3) Exclusion of consumables from the warranty (e.g. mechanical pump seals, belts, filters);
- 4) Warranty duration for replaced components;
- 5) Transport costs for the return of products.

Date: _____

The client (and/or purchaser and/or customer)

Signature
