

## GENERAL SALES TERMS

**1 - ORDER** - The order shall only be valid if it is in writing and if it is confirmed by order confirmation of acceptance by STULZ S.p.A.

**2 - ORDER CONFIRMATION** - The order received by the customer shall be confirmed, by e-mail, within eight days of receipt. Only what is stated in the Order Confirmation shall be binding for STULZ S.p.A.. For the delivery of what has been ordered in times not compatible with the issue of the Order Confirmation, the last conditions of sent to the customer and present in the STULZ S.p.A. software system shall be considered valid. Eight days after sending the Order Confirmation Order Confirmation, without communication to the contrary, the conditions shall be considered fully accepted.

**2.1 - ORDER CANCELLATION** - It is accepted for any product if made before the order confirmation is sent. It is accepted for standard products, present in the price list at the time of the order, already confirmed, to be delivered. It is accepted with reservation and a penalty of 25% of the sales value if the product, standard, has already been delivered but not yet invoiced. It is accepted with reservation and a penalty of 50% of the sales value, if the product, standard, is returned within three months after delivery. It is accepted with reservation and a 25% penalty for non-standard products, if the cancellation takes place within eight days after dispatch of the Order Confirmation, with the exception of development costs. It is not accepted in all other cases. The returned material shall be intact and perfect, as delivered by STULZ S.p.A. to the Customer.

**2.2 - ORDER MODIFICATIONS** - They can be accepted, only for standard products, when they do not entail any cost for STULZ S.p.A. and are made before the order confirmation is sent. All costs relating to any changes requested by the customer, for any product, shall be borne by the same.

**3 - PRICE** - STULZ S.p.A. reserves the right to change the price list and its validity, for any reason deemed appropriate, unless otherwise agreed in writing.

**4 - PLACE OF SALE** - Prices are intended for goods sold ex STULZ S.p.A. warehouse, unless otherwise agreed in writing. Delivery to the carrier, even if carriage paid, sanctions the moment of transfer of the product to the customer.

**5 - PLACE OF SHIPMENT** - Prices are for goods leaving the STULZ S.p.A. warehouses.

**6 - SHIPMENT OF GOODS** - Prices are intended with carriage paid by the customer, unless otherwise agreed in writing. No insurance is provided for the value of the goods being shipped, unless expressly requested by the customer. In the event of damage caused by the carrier, reference shall be made to the relevant government regulations in force.

**7 - DELIVERY** - The place of delivery means the STULZ S.p.A. warehouse. The delivery terms are binding for STULZ S.p.A., which nevertheless reserves the right to modify them in the case of 'force majeure', meaning production problems, difficulties in finding components and raw materials, strikes, transport disruptions, etc. As soon as it becomes aware of the problem, STULZ S.p.A. shall promptly notify the customer. No indemnity shall be due to the customer for delays due to force majeure. The delivery date shall be understood as making the goods available to the customer for collection and not as delivery to the customer's warehouse.

**8 - STULZ SpA DRAWINGS AND ASSEMBLY DIAGRAMS** - are and remain the exclusive property of STULZ S.p.A. and may not be transferred to third parties, unless approved in writing. As far as technical and commercial documentation is concerned, STULZ S.p.A. reserves the right to make any changes it deems useful to improve the quality of the product, without any obligation to give prior notice.

**9 - CUSTOMER DRAWINGS** - They are and remain the property of the customer and STULZ S.p.A. undertakes to maintain strict confidentiality. Any changes to these documents must be communicated to STULZ S.p.A. in accordance with ISO EN 9000. In the case of changes to documents used for the production of customer-specific products, which are in the course of design or production, the resulting costs and delays shall be borne by the customer himself.

**10 - INSTALLATION** - Not included in the price of the product. Due to the special nature of the product and the possibility of numerous solutions in terms of installation and required result, the installation instructions are general and not specific.

**11 - TESTING** - It is provided and certified for safety aspects in STULZ S.p.A. plants.

**12 - PACKAGING** - The cardboard box is included in the price. All other types of packaging, such as wooden crates, pallets, etc., are excluded.

**13 - RECEIPT OF GOODS** - Please always accept the goods by writing the note "GOODS RECEIVED WITH RESERVE OF VERIFICATION" on the transport document.

If the packaging of the goods is damaged, please observe the following procedure upon delivery:

- Note on the delivery note: "GOODS RECEIVED DAMAGED" both on the copy in your possession and on the copy to be returned to the courier.
- Within 7 days of delivery of the material, report the incident to us.
- In the event that, although the packaging is intact, the material contained within it is damaged, please follow the following procedure:
  - Send, within and no later than 8 calendar days from receipt (the date on the envelope shall be taken as proof), a registered letter to the carrier and, in copy, to STULZ S.p.A with the following information:
    - DDT number and date of issue;
    - Date of receipt of the goods;
    - Article code and serial number with anomaly and quantity;
    - Description of how the package looked on receipt and the damage found
    - Include some photos if possible

Keep the goods available for any insurance claims for 8 days and possibly take photos. Failure to comply with the above procedures will invalidate the guarantee on any repair or restoration of damaged goods. The warranty conditions applied to this delivery, unless otherwise agreed between the Parties, are published on the website <https://cosmotecservice.com/>

**14 - WARRANTY** - Excerpt from the official warranty conditions on [www.stulz.it](http://www.stulz.it) - "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 for all unit components.

Warranty Conditions:

- 1) Circuits that do not require more cooling power than the power indicated on the nameplate;
- 2) Full compliance with the regulations in the user and maintenance manual
- 3) Documentary proof by the customer of regular preventive maintenance carried out by appropriately trained personnel;

Conditions of Invalidity of the Warranty:

- 1) Alteration or modification of the unit's structure or circuits;
- 2) Introduction of gases into the refrigeration circuit which differ in quantity or quality from those indicated on the rating plate;
- 3) Operation of the unit in environments with an acid or corrosive atmosphere.
- 4) Application of the products in the presence of vibrations, movements and temperatures outside the nameplate value. The warranty will also lapse 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.

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 manufacturer.

For products with a special code, which are not 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.

#### Warranty Conditions:

For each part found to be defective, during the warranty period, STULZ S.p.A. shall, at its sole discretion, repair or replace, in its own factories or in companies authorised by it, without any charge, the components found to be defective.

All other expenses that arise in connection with removal, handling and installation shall not be reimbursed by STULZ S.p.A..

Interventions, also under warranty, requested by the customer at its own premises shall be invoiced according to the ANIMA rates. For the purposes of the terms of the warranty, repaired or replaced products shall not modify the start and end times of the guarantee itself. The warranty shall be made active upon return of the countersigned form.

**15 - LIABILITY FOR DAMAGE RESULTING FROM DEFECTIVE PRODUCT** - For any liability for damage resulting from a defective product, reference is made to the EEC directive 85/374. For this liability, STULZ S.p.A. shall take out an insurance policy with a maximum amount of EUR 1,032,913 per single event. The customer shall provide the relevant documentation in a timely manner.

**16 - PAYMENTS** - They shall be made on the agreed date and may not be postponed for any reason or claim. Any postponements on the agreed due dates, which may be granted by free decision of STULZ S.p.A., shall not be considered as novations of credit, excluding any exception or remorse on this condition, which remains peremptory and binding. Any possible objection to the contract and to the operation of the product shall never give the buyer the right to refuse the release or renewal of the effects nor to suspend payments at the agreed due dates. Payments made for any reason to a person not expressly authorised by STULZ shall not be recognised as valid..

**17 - DELAYS IN PAYMENTS** - They entitle STULZ S.p.A. to charge interest on arrears, at a rate five points above the ABI rate, applied to non-prime customers and to charge all expenses related to the management of the non-payment.

**18 - PROPRIETY RESERVE** - In case of deferred payment, even if only in part, although the buyer takes physical possession of the products, they remain the property of STULZ S.p.A. . The products shall only become the property of the customer when STULZ S.p.A. collects the total amount of the agreed price.

Until the full payment of the price, the purchaser is constituted depositary of the products as sold above, with reservation of ownership. He is therefore obliged to make good use of them, not to sell them, not to give them as guarantee and to be responsible for them in case of theft, damage or other, and to immediately inform STULZ S.p.A., by registered letter, any executive or conservative actions promoted by third parties.

**19 - CREDIT TRANSFER** - STULZ S.p.A. reserves the right to take all actions it deems in its own its own interest, such as assignment, insurance, or other, giving notice to the customer.

**20 - CREDIT INSURANCE** - The customer is informed that STULZ S.p.A.'s receivables are covered by insurance policy.

**21 - EXEMPTIONS** - The customer may never invoke any commitment, guarantee or verbal agreement, contrary to the above or other unreported conditions, unless confirmed in writing by STULZ S.p.A.

**22 - FEES AND CHARGES** - Prices are exclusive of any present or future charges or levies for any reason whatsoever. These shall be borne by the customer.

**23 - DISPUTES** - For any disputes the parties refer to the provisions of the Civil Code. The Court of Verona shall have jurisdiction.