

# HECOCLIMA WARRANTY POLICY

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## 1. TERMS USED IN THE DOCUMENT

- **HECOCLIMA Authorized Service Partner:** a Service Company having experienced and trained technicians on staff, certified by HECOCLIMA.
- **Products:** items sold to the buyer and subject to the warranty contract.
- **Startup:** The point in time at which power is applied to the unit and the unit turned on for the first time. The unit may or may not be continually run from that point on, but it has been started and thus, so has the warranty.
- **Buyer:** the company that buys the Product, either to resell or for own final usage.
- **Final User:** the company that use the Products.

## 2. STANDARD WARRANTY – TERMS AND CONDITIONS

### 2.1 Limited Warranty

HECOCLIMA warrants that upon shipment, the products sold to the buyer shall be as described in the HECOCLIMA submittal document, and shall be free from defects in materials and workmanship for a period of 12 months from start-up or 18 months from the date of shipment, whichever is shorter.

Warranty is subject to the following limitations:

- The start-up date has to be identified from the “start-up module” compiled by a HECOCLIMA Service Partner.
- Standard Warranty excludes labour and refrigerant. Warranty applies only to equipment that has been started by HECOCLIMA direct employees or HECOCLIMA Service Partner.
- Optional labour, parts and refrigerant warranties may be quoted under a separate agreement. Please consult HECOCLIMA.
- Prior to affecting repairs, approval must be obtained from HECOCLIMA before proceeding with any work. If warranty is in effect and HECOCLIMA ascertains that the damage was due to an accident, abuse, or misapplication, and HECOCLIMA has incurred costs in this regard, these charges will be billed to the buyer.
- This warranty applies only to equipment that is properly installed, maintained and operated in accordance with the equipment Installation, Operation & Maintenance manual and commissioned by competent supervision. Company recommendations, if any, made in the submittal document of the said equipment, does not cover physical damage resulting from corrosion, excessive heat or degradation in performance as a result of dirt, dust or other foreign materials.

- HECOCLIMA's obligation under this warranty is limited to factory repair or replacement of any returned part, which upon examination, shall prove to be defective. Freight charges incurred for shipment of warranty repair or replacement parts will be the responsibility of the buyer.
- This warranty shall be void in the case of any equipment which has been disassembled, repaired or tampered with in any way, except when such work has been done the Company's written approval.

This warranty comprises the sole and entire warranty pertaining to items sold to the buyer by HECOCLIMA. HECOCLIMA provides no other warranty, guarantee, or representation of any kind whatsoever. All other warranties, including but not limited to merchantability and fitness for a particular purpose, whether express, implied, or arising by operation of law, trade usage, or course of dealing, are hereby disclaimed.

## 2.2 Liability limitation

**HECOCLIMA's liability arising from or in any way connected with the items sold to the buyer by HECOCLIMA, at HECOCLIMA's sole option, shall be limited exclusively to the repair of the items sold. In no event shall the seller be liable for any incidental, consequential or special damages of any kind or nature whatsoever, including but not limited to lost profits arising from or in any way connected with items sold to the buyer by the seller, whether alleged to arise from breach of contract, express or implied warranty, or in tort, including without limitation, negligence, failure to warn, or strict liability.**

## 2.3 Software Programs

Software Programs that may be included in material or products sold to the buyer, have been designed to perform a standard sequence of operations as defined in the documentation provided, and are offered AS IS. It is buyer responsibility to determine if the features of the software programs are suitable for the buyer's requirements.

## 2.4 Warranty coverage and conditions

This warranty is subject to the following conditions:

- All manufacturer's recommended maintenance operations, as listed in the Installation, Operation, & Maintenance Manual for the specific product, have to be performed during the term of the warranty. A record of the maintenance performed is to be kept for the duration of the extended warranty and made available to HECOCLIMA upon request.
- Warranty coverage will be applied only if the defects will be notified within the eight days ( 8 ) starting from their occurrence and are limited only to the supply of defective components and only if HECOCLIMA S.r.l. finds defects upon inspection.
- This warranty applies only to the repair or replacement of parts damaged due to a defect in materials or workmanship.

- Repair to parts or components not provided by HECOCLIMA are not covered, as well as damages due to failure of third parties products (e.g.: pumps).
- A HECOCLIMA Service Partner must perform warranty repair. Warranty repair by others is not covered unless pre-approved by HECOCLIMA.
- The components replaced during the warranty period will be covered by a further 12 months warranty starting from the date of shipment.

### Warranty Exclusions:

This warranty does not cover the following cases:

1. The warranty does not extend to components subject to wear and / or corrosion during the normal use, in particular (but only):
  - cartridge filter
  - Evaporative pads
  - Air filter
  - Water filter
  - Fuses
  - Accumulators
2. The warranty will be not applied if the malfunction and/or the breakage of a component is founded and due to:
  - improper use of the PRODUCT
  - tampering, modifications, repairs carried out by Buyer
  - use of the PRODUCT under a different operating conditions than those for which it was provided for
  - failures caused by voltage fluctuations with respect to the operating conditions indicated in the Use and Maintenance Manual, unless the Buyer is able to demonstrate that he has taken the protective measures necessary to avoid this contingency
  - to the use of unsuitable lubricants, the excessive exploitation of the PRODUCT, incorrect installation or non-compliance with the directions listed in the product's use and maintenance manual.
3. Warranty does not cover costs and activities like:
  - Crane/rigging
  - Labor to perform maintenance operations
  - Emergency service
  - Unit access problems
  - Repair resulting from condition excluded in standard terms and conditions
  - Tools
  - Equipment rental
  - Refrigerant replacement

The list of exclusions includes some specific examples of items or situation not covered, but is not an exhaustive list of exclusions. The absence of an item in this list does not mean that the item is covered by the warranty. Items are not covered by the warranty unless expressly stated as included.

## 2.5 Condenserless Chiller Designs - Warranty Limitations

Condenserless product designs by HECOCLIMA are systems that are shipped without a condenser heat exchanger and are coupled with a remote heat exchanger that may not be manufactured by HECOCLIMA. For these products and systems, the customer is responsible for installing the necessary safety interlocks to ensure against freeze conditions which could cause damage to the evaporator or compressor.

HECOCLIMA provides recommendations for installation or control interface or other considerations, and in no way are these recommendations/considerations meant to represent that HECOCLIMA guarantees against damage due to potential freeze conditions. Sizing, interlock and selection of remote condensers and interconnecting piping is the responsibility of the purchaser and should be certified by a professional engineer.

Any flaw in operation as a result of equipment or installation defect remains the sole responsibility of the buyer.

Any control interface to safety interlocks with the control panel as provided by HECOCLIMA, is considered non-standard and is not intended to be the only means for freeze protection.

## 2.6 Warranty Waiver

This Warranty immediately terminates in case:

- the Buyer did not stop the operation of the PRODUCT as soon as a failure has been established;
- the Buyer does not fully comply with the payment terms stated in the terms of sale or in the order confirmation. Likewise, in the event of non-compliance with the terms of payment, the Buyer will lose the right to the commissioning of the PRODUCT
- the buyer fails to perform the recommended maintenance or is not able to provide maintenance documentation

## 2.7 Warranty Claim Procedure

If a buyer believes a component of the Products to be defective under the HECOCLIMA Standard Warranty Policy, the buyer is required to complete an Incident Report Form, which must be submitted to HECOCLIMA on the reserved web area at the section "service and assistance" within eight (8) business days of the alleged failure. Claims will only be considered for products within the warranty period. If the component qualifies for return, an RMA (Return Merchandise Acceptance) number will be issued.

Please see the document attached "NEW PROCEDURE FOR WRF WEB SERVICE".

## 2.8 Miscellaneous

- This Warranty Contract and any agreement concluded under or pursuant to this contract shall be governed construed and enforced in accordance with the laws of Italy. The United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 shall be excluded.
- The unique place of jurisdiction for all disputes arising out of or in connection with this warranty contract or any related agreement shall be Perugia, Italy.
- The language of this warranty contract and its documents, information and data relating or pursuant thereto, for negotiations, discussions and correspondence between the Parties shall be English, unless otherwise agreed by the Parties in individual cases.

## 3. 5YW – 5 YEARS WARRANTY EXTENSION PACKAGE

The 5YW Package includes features and conditions in addition to the Standard Warranty Conditions to the Buyers or the Final Users that have purchased the 5YW Package.

**All the conditions and limitations reported in the Standard Warranty Contracts remain valid unless explicitly modified in this Article.**

### 3.1 Extension of Warranty duration

The 5YW Package extend the Standard Warranty Coverage at 60 months from start-up or 66 months from the date of shipment, whichever is shorter.

### 3.2 Contractual Conditions

The following contractual conditions are required to activate a 5YW Package:

- The Buyer or the Final User has to subscribe a 5 Years Maintenance Contract with HECOCLIMA, or with a HECOCLIMA GROUP Company or with a HECOCLIMA Service Partner. Activities and price of the Maintenance Contract are available contacting the HECOCLIMA Sales Department.
- The Product covered by the 5YW Package must be connected to HECOCLIMA Supervision System and to HECOCLIMA Fault Detection System.
- The 5YW Package includes a monthly report released to the Buyer or the Final User from HECOCLIMA Service indicating the performances of the Products.

### 3.3 Price

For prices of the 5YW Package and the Maintenance contact HECOCLIMA's commercial department.

5YW has to be paid together with the chiller payment.

Maintenance has to be paid at the beginning of the contractual year.

### 3.4 Warranty reduction and Warranty Waiver

The following cases will reduce or wave the Warranty Extension:

- The duration of the Warranty extension will be reduced by 7 days each day of delayed payment from the Buyer to HECOCLIMA, according to the payment terms indicated in the invoice of the Products.

- Warranty Extension will be immediately terminated in case the Buyer or the Final User suspend or do not pay in advance the Maintenance Contract.
- Warranty Extension will be immediately terminated in case the Buyer or the Final User modify the plant in which the Product is installed or change the operating conditions for which the product is specified, and refuse to adapt the plant or the operating conditions to the original specifications.