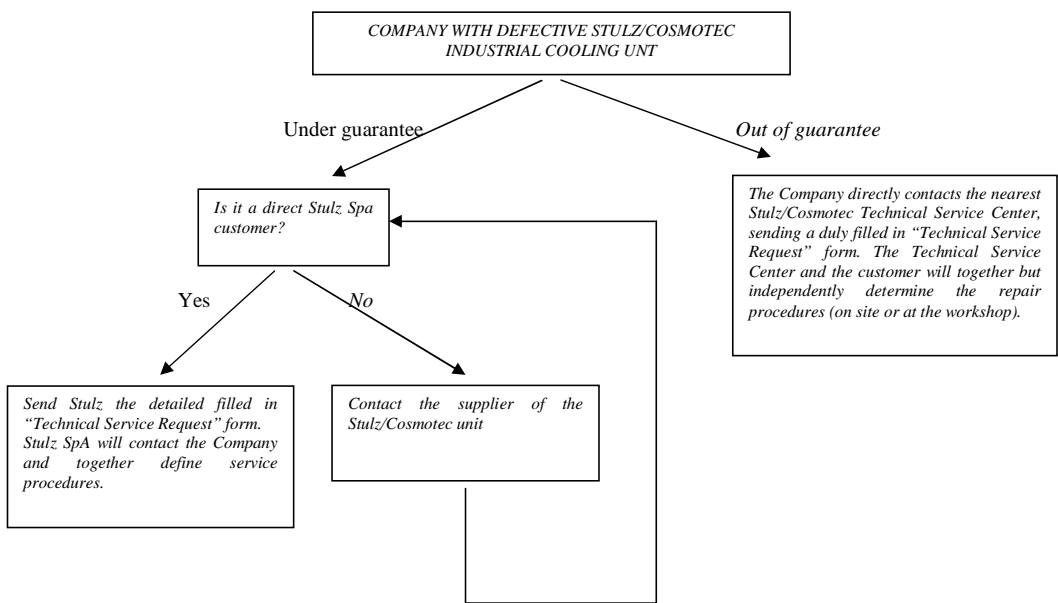


GENERAL TERMS AND CONDITIONS FOR AFTER-SALES SERVICE

1) Technical service on Stulz/Cosmotec units – flow chart.



NOTES:

- Requests for technical service on products under guarantee must be sent to Stulz exclusively by direct customers by filling in the "Technical Service Request" form.
- The applicant of the technical service accepts to pay interventions/repair costs if the unit, although under guarantee, does not have malfunctions or the defect cannot be ascribed to the quality of the product.

2) General terms and conditions for after-sales service

Stulz S.p.A guarantees that its products are free from quality defects.
Products are not consumer goods and are exclusively intended for industrial and professional use.

Warranty period: 18 months from the delivery date from Spa for all the unit components

The problem will be taken into account by our after Sales Service by providing all the information requested through the appropriate form published in our web site. Photographic support information are also requested. As per faulty components, it is necessary to indicate model number and serial number of the producer.

Warranty validity conditions:

- 1) Circuit with heat loss lower than cooling capacity of the products
- 2) Strict respect of information of use and maintenance manual
- 3) Demonstration of regular maintenance performed by trained personnel

Out of warranty conditions

- 1) Modification of the unit
- 2) Use of different gases from the standard gas
- 3) Use of the unit in acid or corrosive environment
- 4) Application of products in presence of vibrations, movements and out of range temperatures.
- 5) Not regular payment of invoices.

Warranty will decline when flow rate of air or water is not guaranteed and demonstrated both the condensating and evaporating part. In presence of corrosions the customer must prove the purity of fluids used in the cooling system. For special units, i.e. different application from the standard one, with no development and test costs paid by the customer, the information of use and characteristics of the product are only consultative and not binding.

For special items, not included in our catalogue, the spare parts have to be bought together with the unit, as the supplier doesn't guarantee the immediate availability.

Warranty Conditions

During the warranty period, components and/or units are supplied under the condition "Warranty except inspection", with the exception of consuming materials for which Stulz Spa does not guarantee any warranty.

- For any faulty parts, during the warranty period, Stulz Spa will repair and substitute any parts in its facilities under its judgement. If warranty is granted, Stulz Spa will bear only the costs of faulty components, labour costs and transport costs of the repaired or substituted parts.
- If the Customer requires a technical intervention directly on his own facility, Stulz Spa will not bear of the transference expenses of the personnel, which will be invoiced according to the Stulz Spa tariff list. Please take a look of the listing of charges on "Technical Assistance" page on our web site www.stulz.it.
- If the substitution of the faulty component is on customer's charge, Stulz Spa will issue a sale order with no charges of the transport costs. The faulty component has to be returned to Stulz Spa, within 40 days from receipt of the new part. Transport costs will be paid by the customer.
If after checking the returned part, the customer is found not responsible for the damage, Stulz will issue a credit note of the same value of the part previously invoiced. If the returned part is not faulty, it will be kept by Stulz Spa and it will be charged with a deduction of 10% of its value or with a minimum value of 25 Euro.

If after checking the returned part, the customer is found responsible for the arised fault, all the costs, including the ones borne for suppliers inspection, reparations and transport costs, will be charged by the customer.

Stulz S.p.A. will not bear the expenses for removal, installation, handling of the goods and transport costs of materials to Stulz S.p.A. Expenses borne but not covered by Stulz will be charged to the customer.

Stulz S.p.A. provide 6 months warranty on substituted parts and on the activity carried on during the reparation service.

As concerns the warranty period, repaired or substituted products, do not modify warranty term as previously stated.

Stulz S.p.A. applies the above mentioned conditions on units that go wrong on start up.

3) Return of Stulz/Cosmotec product to Stulz S.p.a

Delivery of returns to Stulz Spa must be authorized in advance by assigning a return authorization code to be stated on the delivery note.

The return authorization code is to be requested to Stulz S.p.A exclusively by direct customers filling in the form "Return/Technical assistance Request".

Please note as follows:

- It must be declared on the return request form that the unit / component that is the subject of the request is FREE / NOT FREE from contamination / the presence of noxious substances listed in the EC Regulation 1907/2006 (R.E.A.Ch.) and subsequent amendments. In the event it is NOT FREE the Applicant, along with the form, must send to Stulz SpA the safety data sheets of the contaminated products in the knowledge that Stulz SpA, in consideration of the UNI EN 14001 environmental standard and in order to preserve the health of workers, reserves the right to decide not to authorize the return of the unit, unless decontaminated by the Applicant.
- Shipping costs for return goods are paid by the customer. Stulz S.p.A will not collect goods paying the transport costs.
- Materials must be returned with shipping document that shows return authorization code. When using shipping agents performing collections using delivery notes, the shipping document must be inserted in the packaging or attached on it.
- Incoming materials warehouse will not accept any materials lacking the return code authorization stated on the delivery note or on the package.
- Returns for credits against mistaken orders or failure made by customers are subject to economic deduction to cover inspection, preparation and administrative costs sustained by Stulz S.p.A. The costs can vary according to the condition of the returned goods. The minimum deduction is equal to 50% of the value of the goods. We will not accept the return of any special unit.
- Stulz S.p.A. shall charge the customer 50 Euros as inspection costs on out of warranty goods returned for repair. In case of refusal of the repair costs estimate. On request, Stulz S.p.A. shall scrap the unrepaired return charging 25 Euros. In this case, Stulz S.p.A will send to the customer a scrapping

4) Request for spare parts for Stulz/Cosmotec units

Stulz S.p.A. sells spare parts exclusively to its own direct customers, dealers and authorized service centers, applying the agreed sales terms. The shipping costs are to be paid by the applicant.

The applicant has to provide item number, serial number and production date of the faulty unit, including a short description of the requested components.

The customer herewith undersigns to look over and to accept all the general supply conditions applied by Stulz S.p.A, in particular, the general warranty terms of the product, including the technical assistance procedure.

According to the article 1341 of civil code, the following terms and conditions are subject to specific approval:

- 6) Warranty period duration;
- 7) No applicability of warranty terms in case of irregular payments;
- 8) No warranty extension on consuming products (such as gaskets, belts, filters, etc.);
- 9) Warranty period for replaced products;
- 10) Transport costs for returned goods.

Date: _____

Customer

Signature
