

## WARRANTY STATEMENT

### 1. Definitions

In the present warranty statement, the following definitions will be applied:

- Noxterior: Noxterior s.r.l. with legal office in Via Giordania 48 – 58100 Grosseto, Italy;
- Customer: every natural person, company or any other legal entity to whom Noxterior has delivered a product or service directly or indirectly through one of its authorized distributors;
- User Manual: manual supplied together with the product which includes the minimum instructions for correct handling, installation, start-up, operation, maintenance and trouble-shooting of the product.

### 2. General

Noxterior warrants products of its own manufacture against defects in workmanship and materials under normal use and service as specified in the User Manual. With respect to products not manufactured by Noxterior, the warranty of the original manufacturer, if practical, will be passed along to the Customer.

The terms of coverage for the warranty by Noxterior are listed below. Failure to follow the terms will invalidate warranty.

### 3. Fulfillment of Contractual Obligations

The consideration of any warranty claim will be subject to full accomplishment by the Customer of all his contractual obligations related to the supply of the product and/or service by Noxterior and valid at the time of notification of his warranty claim.

### 4. Warranty Period

Unless specified differently in the supply contract between Noxterior and the Customer, the duration of the warranty period will be:

- a) Twenty-four (24) months from date of shipment from Noxterior's factory in Grosseto, Italy or eighteen (18) months from the warranty registration date, whichever occurs first;
- b) The date of shipment is intended as the date indicated on the relative shipment document;
- c) The warranty period will not be extended automatically in case of eventual repairs under warranty.

### 5. Exclusions

This warranty shall not apply and Noxterior shall not be responsible nor liable for:

- a) Incidental, consequential, collateral or special losses or damages;
- b) Equipment conditions caused by fair wear and tear, abnormal conditions of use, accident, neglect or misuse of equipment, improper storage or damages resulting during shipment;
- c) Deviation from operating instructions, specifications, or other special terms of sales;
- d) Labor charges, loss or damage resulting from improper operation, maintenance or repairs made by person(s) other than Noxterior or Noxterior's authorized distributor.
- e) Improper application of the product.

In no event shall Noxterior be liable for any claims, whether arising from breach of contract or warranty of claims of negligence or negligent manufacture, in excess of the purchase price.

### 6. Authorized Start-up & Warranty Registration

If case product start-up is not performed by Noxterior's Technical Assistance Department, the Customer and/or the authorized distributor performing the start-up of a product manufactured by Noxterior is required to submit a start-up report through e-mail to Noxterior's Technical Assistance Department ([service@noxterior.com](mailto:service@noxterior.com)) within fifteen (15) calendar days after installation of the product(s). Start-up sheets are supplied with all products, however, a fee of Euro 50,00 will be charged for submitting a separate paper start-up report. Start-up and/or warranty registration is mandatory for all products. Noxterior will send confirmation of warranty registration to Customer's contact email address (provided by the distributor in case of indirect supply of the product).

### 7. Minimum Required Documentation

The Customer and/or the authorized distributor must keep copies of all maintenance records, parts purchases and sampling reports. The following records will be required for warranty claim consideration and should be submitted to Noxterior's Technical Assistance Department:

- A completed Product Failure Information form.
- Copies of all maintenance logs for the product.
- Proof of purchase of genuine parts and molecular sieves from Noxterior.
- Copies of all eventual molecular sieve analysis reports.

### 8. Notification of Warranty Claim

Notice of the alleged defect must be given to Noxterior in writing with all identifying details including serial number, model number, type of equipment and date of purchase, within thirty (30) calendar days of the discovery of same during the warranty period.

### 9. Noxterior's Obligation

Noxterior's sole obligation on this warranty shall be, at its option, to repair, replace or refund the purchase price of any product or part thereof which proves to be defective. If requested by Noxterior, such product or part thereof must be promptly returned to Noxterior, freight collect for inspection.

### 10. Place of Repair

A repair under warranty by Noxterior's Technical Assistance Department will be executed, at its option, at one of the following sites:

- 1. At Noxterior's factory in Grosseto, Italy. The Customer will be responsible for all related transport and eventual (temporary) custom clearances of the product;
- 2. At the Customer's site or at the installation site of the product.

### 11. Conditions for Repair at Customer / Installation Site

- a) Traveling, lodging and living expenses by Noxterior's Technical Assistance Department will be charged to Customer at cost.
- b) The conditions for services by Noxterior's qualified personnel will be communicated in written to the Customer prior to the intervention;
- c) Access to the product and its availability must be guaranteed immediately upon the arrival of Noxterior's qualified personnel. Waiting time, if any, due to the failure of the above will be charged as normal working time to the Customer according to the conditions of section 11b).
- d) Where required, the Customer shall arrange auxiliary staff and/or lifting devices at his own expenses. Waiting time, if any, due to the missing of the above will be charged as normal working time to the Customer according to the conditions of section 11b).
- e) The Customer shall assure that the intervention will be carried out according to national and international valid safety regulations.
- f) Eventual replaced parts will remain Customer's property, unless Noxterior asks for their return for further examination within six (6) months from the date of their replacement. In such case property will pass automatically to Noxterior. Replaced parts shall be returned by the Customer to Noxterior based on a on a DDP Grosseto, Italy delivery.
- g) The disposal of the eventual replaced and non-returned parts and consumables will be at the Customer's care.
- h) Unless defined differently in written between the Parties, payment conditions for eventual expenses related to one or more of the above listed points will be by bank transfer thirty (30) days net prox from Noxterior's invoice date.

### 12. Warranty of Repairs or Replaced Parts

Noxterior warrants repaired equipment or replaced parts of its own manufacture against defects in material and workmanship under normal use and service for ninety (90) days or for the remainder of the warranty on the product being repaired, whichever is longer.

### 13. Force Majeure

Force majeure shall include, but not be limited to:

Forces of nature such as storm, earthquake and flood, embargoes, confiscation, war, fire, revolution, insurrection, public protest actions, sabotage, labor disputes or other industrial disturbances, scarp material, unforeseeable traffic and transportation problems or any other cause beyond the influence or control of Noxterior.

In case of force majeure Noxterior shall immediately give written notice to the customer of such an event and inform him about the estimated duration. Noxterior shall not be responsible for failures to fulfill its obligations, if fulfillment has been delayed, hindered, interfered with or otherwise prevented by force majeure. Force majeure shall extend the delivery period by the duration of such force majeure cause plus a reasonable initial period.

### 14. Other Conditions:

In all cases and situations not covered by the present warranty statement, the appropriate paragraphs of the latest version of the ORGALIME "General Conditions for the Supply and Erection of Mechanical, Electrical and Associated Electronic Products" shall become applicable.

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