

## Spare Parts Policy

### 1. Subject

This spare parts policy covers all spare parts and subassemblies supplied by Noxerion s.r.l. (NOXERIOR).

### 2. Limitation

Consumables like (but not limited to) lube oil, filter cartridges, condensate separating elements etc. are excluded from this policy.

### 3. Duration

Part availability is guaranteed for a period of at least ten (10) years from the manufacturing date of the nitrogen, oxygen or instrument air generating system supplied by NOXERIOR. In the event a part from a sub-supplier should get out of production in the meantime, NOXERIOR will make its best attempt to propose an alternative solution for such part.

### 4. Condition

NOXERIOR will supply only new and unused parts. Eventual subassemblies will be manufactured with new and unused components. All spare parts and subassemblies will be certified by NOXERIOR to be in correct operating condition.

### 5. Place & Term of Delivery

In general the term and place of supply will be EXW Grosseto, Italy for all items not covered under warranty. For specific cases, NOXERIOR may decide to supply parts and / or subassemblies through one of the international sales & centres of the IGS Group. Parts and or subassemblies under warranty will be delivered to the country of destination on a CIF basis. The terms EXW and CIF will be according to the latest edition of INCOTERMS.

### 6. Warranty Period

The warranty on material and workmanship for new spare parts and subassemblies is twelve (12) months from the date of shipment from NOXERIOR's factory in Grosseto, Italy or 2.000 hours of operation, whichever occurs first.

### 7. Limitation of Warranty

The current spare part policy is limited to defects in material or workmanship of the supplied parts and subassemblies by NOXERIOR. The spare parts warranty does not cover misuse, neglect, system upsets (for example: air hammer), shipping damage or to any item that has been modified, repaired, or otherwise altered without prior written consent from NOXERIOR. Additionally, the current policy does not cover loss of time, inconvenience, property damage or any other consequential damages.

Warranty becomes also void in case of one or more of the following events:

- a) Non-respect of preservation instructions.
- b) Non-compliance of the installation of the spare part(s) and/or subassembly according to the instruction manual;
- c) Misuse of the product and/or use beyond the allowed limits.

### 8. Return Policy

Only spare parts which are still within their warranty term and / or thirty (30) calendar days after their arrival at shipping destination are subject to eventual return to NOXERIOR under warranty. Such parts will have to be returned according to the instructions from NOXERIOR. Eventual shipping and / or customs expenses for returned items will be at customer's charge.

Upon receipt and inspection of the returned item, NOXERIOR will ship a replacement spare part, or refund the customer for the paid amount for the returned part or subassembly. However, NOXERIOR may deny any of the aforementioned compensations in case the condition of the returned spare part or subassembly are caused by one or more of the events as set out in Clause 7.

### 9. Communication

Any communication regarding spare parts and / or subassemblies will have to be forwarded to NOXERIOR through the following e-mail address:

[parts@noxerion.com](mailto:parts@noxerion.com)

with indication of the following minimum accompanying information:

- Serial number of the nitrogen, oxygen or instrument air generating system of destination;
- Actual number of running hours of the nitrogen, oxygen or instrument air generating system of destination;
- Complete shipping address, including contact person and phone number.

### 10. Force Majeure

NOXERIOR shall not be held responsible for eventual breach of its obligations, if such obligations have been delayed, hindered, interfered with or otherwise prevented by events of force majeure, like forces of nature, such as storm, earthquake and flood, or embargoes, confiscation, war, fire, revolution, insurrection, public protest actions, sabotage, strike or any other kind of labour disputes or any other cause beyond the influence or control of NOXERIOR.

In case of force majeure NOXERIOR shall immediately give written notice to the customer of such an event and inform him about the estimated duration. Force majeure shall extend the delivery period by the duration of the force majeure condition.

### 11. Applicable Law & Jurisdiction

The contractual relationship under this spare part policy is subject to the laws of the Italian Republic to the exclusion of the United Nations Treaty governing contracts for the international sale of goods (Vienna Sale of Goods Convention). The place of fulfilment is Grosseto, Italy. The regular courts of law at Grosseto, Italy are to be exclusively competent for all judicial decisions on all disputes arising out of the contractual relationship subject to current spare part policy.

Noxerion s.r.l.  
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