

GENERAL Sales Conditions

(validity starting from 1st January 2023 until the issue of new disposition)

These General Conditions shall apply to all present and future sales contracts/orders between (The Seller/THE SELLER, hereinafter referred to as "**SWO**")

Swegon Operations S.r.l.
Via Valletta 5, 30010, Cantarana di Cona (VE) ITALY
VAT: 02481290282

and the Buyer described also as the "Parties". **Any exceptions must be specifically agreed upon in writing.** Any general conditions of the Buyer will not apply to the contractual relations between the Parties.

1. DELIVERY:

- 1.1) Parties' liability Seller's risk is in connection with the ICC Incoterms® 2020.
- 1.2) Unless otherwise agreed by the Parties and indicated in the order confirmation, the PRODUCTS will be shipped FCA (Incoterms 2020) loaded on truck at SWO premises.

2. WARRANTY:

- 2.1) Latest 24 months from delivery document date (or delivery note date) unless extended warranty is purchased.
- 2.2) Commitment of SWO, is to replace faulty components (unless otherwise agreed by the Parties and indicated in the order confirmation, the component will be shipped FCA - Incoterms 2020 - loaded on truck at SWO premises. For rules and handling consult ANNEX C of 'General Sales Conditions' in force at the date of the order entering).
- 2.3) Labour and any other expense incurred in replacing the fault component is not covered by SWO.
- 2.4) Moreover warranty does not include all components subjected to normal wear or damaged by insufficient or wrong maintenance.
- 2.5) SWO will not cover undirected damages as well as those which are completely or partly due to the customer negligence.
- 2.6) Warranty is suspended whenever the customer delays payment.
- 2.7) Warranty while is not applicable any time if the installation does not conform to the installation and is not fulfilling SWO installation, use and maintenance instructions manual, supplied with the units.
- 2.8) For detailed information and warranty process routines refer to the ANNEX B "Warranty General Conditions" from 'General Sales Conditions' in force at the date of the order entering.

3. EXECUTION CONDITIONS OF THE CONTRACT:

- 3.1) SWO has the right to subject the contract execution depending on payment guarantees.
- 3.2) SWO has the right to cancel the order if, after the contract signature, becomes aware of any serious problem in relation with customer solvency or morality. This cancellation gives no right to the buyer to ask for any compensation, refund or repayment.
- 3.3) Any claim concerning time and terms and supply and/or any small vice of quality and/or operation of the product cannot be considered as a valid reason to suspend or to any payment shortage as well as give no right to any price reduction.
- 3.4) The Buyer authorizes SWO to do, as allowed by the law by decree n. 52/04 and CEE directive 2001/115/CE, to the electronic mailing of all the future invoices, with reference to this or further orders, to the e-mail address the Buyer has provided to SWO.

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4. DELAYS OF PAYMENT:

4.1) Any delay of payment over the agreed terms, SWO will claim to the customer interests of B.C.E. p.t. 14days + 8% points, excepting any higher damage.

4.2) In case of payment by instalments, failing payment of even one instalment, this will give right to SWO to claim for the immediate payment to the residual price, excepting the option for the breach of contract.

5. THIRD PARTIES' DAMAGES:

The Buyer cannot have any compensation from SWO for damage charges of third parties because of goods delivery delays unless different agreement is found at order placement.

6. TAKE DELIVERY OF GOODS:

6.1) SWO has the right to decide to charge the Buyer with additional fee for handling and storage of the goods, in case of goods collection delay further to 30 working days. In this case, SWO can also decide to cancel the order and deduct any early advance payment for penalty, except other compensation for further damages.

7. CONTRACTUAL CHANGES:

7.1) The order contract will be considered tacitly accepted by the Buyer if no communication is given within 3 Working days from the receipt of this order confirmation.

7.2) Any eventual modification of this order must be in writing; the nullity of some terms doesn't justify the cancellation of the total order, except the injured party could prove that had never signed the contract without this terms.

8. CANCELLATION:

Whenever the customer decides to modify or cancel a sales order, specific Cancellation/Modification fees will be charged. For detailed information about fees calculation refer to the ANNEX A "Order Modification & Cancellation Policy" from 'General Sales Conditions' in force at the date of order entering.

9. EXPORT CONTROL AND INTERNATIONAL ECONOMIC SANCTIONS

The Buyer acknowledges and agrees that the export or transfer of the Products outside the customs territory of the European Union or towards certain persons and/or entities or towards certain destinations might be subject to control by the competent authorities and declares and guarantees that The Buyer has adopted any possible measure to ensure full compliance with all applicable national, European and U.S. export control and sanctions laws and regulations.

Should the Products be exported or transferred by the Buyer, the Buyer undertakes not to export or transfer the Products to any client who is listed in the consolidated list of persons, groups and entities subject to EU financial sanctions and/or the Specially Designated Nationals And Blocked Persons List issued by the U.S. Department of Treasury's Office of Foreign Assets Control, nor to clients that are owned or controlled by, or acting for or on behalf of, directly or indirectly, one or more of the above listed parties.

The Buyer shall be fully liable to The Seller for any consequence arising from the violation of any applicable export control and sanctions regulations with regards to the Products. The Buyer undertake to transfer this provision on its sub-Customer.

In the event THE SELLER performance is prevented or made unreasonably difficult or commercially uneconomic by the occurrence of one of the following events (each an "Excusing Event"):

- a. any change in the laws of the Italian Republic and/or the European Union, including, but not limited, to the adoption of restrictive measures of any kind;

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- b. any amendment, extension or revision, or any change in the interpretation, by any court, tribunal or regulatory authority with competent jurisdiction, of any laws existing at the time of execution of this agreement;
 - c. failure to obtain any authorization, permit or license for the sale, supply, transfer or export of the Products by any competent authority and/or failure to obtain the prior authorization of transfers of funds as provided for in the regulations of the European Union, as in force from time to time, by any competent authority;
 - d. any other event, whether or not similar to the ones specified above, outside the control of the party against whom the claim would be otherwise made;
- then THE SELLER and The Buyer shall consult and agree on the necessary arrangements as well as on the steps to be taken to ensure the regular implementation of the transaction. The performance of the parties' respective obligations will be suspended during the consultation period. In case after the consultation it appears that the transaction cannot be further implemented because it has become invalid or unlawful under any applicable law, the parties shall make in good faith the necessary arrangements for mitigating any possible prejudice. In case the transaction will not be unlawful or invalid per se, but the performance of either one of the parties becomes impossible or uneconomic, the implementation of the transaction shall be suspended until the Excusing Event terminates and the parties shall strive to minimize the prejudice determined to each of them by such suspension. Should the Excusing Event last for more than four months, the Excusing event shall constitute an event of Force Majeure.

10. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

The Buyer acknowledges that:

- (i) any and all intellectual and industrial property rights on the PRODUCTS, including, without limitation, related trademarks rights, are SWO's property; and
- (ii) nothing in this Agreement shall be construed as conferring any licence or granting any intellectual property or industrial rights in favour of the Buyer on the PRODUCTS, not even, without limitation, on any related trademarks.

10.1 SWO assumes no liability, whether express or implied, for the Products' infringement upon present of future intellectual property rights in the Territory of any third party.

10.2 The Buyer shall without delay inform SWO of any infringement or suspected infringement in the Territory of SWO's intellectual property rights. SWO is however not obligated to defend such rights.

10.3 All IPR as well as domain names directly or indirectly referring to the trademarks of Swegon or other IPR is the sole property of Swegon.

10.4 The Buyer may neither during nor after the term of this agreement use any trade sign identical or confusingly similar to SWO's trademarks when creating accounts on social media platforms.

10.5 Any use of Swegon's trademarks, including, but not limited to, SWEGON, its logo, typeface, trade dress etc. shall be in accordance to Swegon's design manual and any deviation therefrom shall be approved before hand by Swegon.

10.6 The Buyer agrees to transfer any intellectual property right or domain name, which for whatever reason now is registered or owned by the Buyer. Swegon will bear the costs (direct costs/official fees) for any such transfers and/or reimburse the Buyer for their costs (direct costs/official fees) in connection with the registration and/or transfer of rights and domains.

10.7 Swegon will continuously in order to protect and enforce their Intellectual Property Rights, search and monitor digital marketplaces to prevent marketing and sale of goods using the brand Swegon and/or any other Intellectual Property owned by Swegon. Such searches and take downs, will be dealt with accordingly and in order to avoid the withdrawal/take downs of advertisements placed by the Buyer, you are requested to provide Swegon with the following information before placing the advertisement.

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Name of the seller ID, and
The name of the market/digital channel

10.8 If Swegon does not receive this information as requested, they will not be held responsible for any withdrawal/take downs of advertisements placed by the Buyer without their knowledge.

10.9 Usage of 3rd party Online Marketplaces (e.g. Amazon, Ebay, Alibaba etc) should be explicitly regulated and forbidden in our Customer agreements with re-sale Customers

- Always forbidden for a Swegon Customer to sell products via 3rd party Online Marketplace, both domestic and abroad
- Exception for Spare parts
- Whether to allow the Customer to use their own online marketplace is a Seller decision but product availability must be limited to that own specific local market

11. ANTI-BRIBERY, CORRUPTION, SANCTIONS AND ANTI-MONEY LAUNDERING

15.1 The Buyer and its affiliates, including their respective directors, officers and employees, shall not offer, promise, give, authorise, solicit or accept any undue financial or other advantage of any kind in any way connected with the performance of this Contract and shall otherwise comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption. The Buyer shall promptly report to SWO any request or demand for such financial or other advantage received by the Buyer or its affiliates in connection with the performance of this Contract.

15.2 The Buyer and its affiliates, including their respective directors, officers and employees, shall comply with all applicable national and international economic or financial sanctions laws, and trade embargoes and similar restrictions issued by the United Nations, European Union, United Kingdom, the United States of America or by any other competent authority (“Sanction Laws”) and they shall not engage in any trade, business, venture or dealing which could directly or indirectly expose SWO, its affiliates and their respective directors, officers and employees to any sanctions imposed by such authority. The Buyer warrants that the Buyer and its affiliates, including their respective directors, officers and employees, are not a designated entity under any Sanction Laws at the time of entering into this Contract and that they will remain non-designated during the currency of this Contract. The Buyer understands and agrees that with respect to SWO’s products provided to the Buyer:

(i) The Buyer shall not export, re-export or otherwise transfer SWO’s products to a country, territory, or person to which/whom such export, re-export or transfer is prohibited by Sanctions Laws, and

(ii) The Buyer commits not to sell the products to third parties whom they have reason to assume will disregard Sanction Laws or circumvent them. Upon request, the Buyer must provide to SWO, without delay, all required information, especially as regards the final recipient, final destination and end-use of the products or services.

15.2 The Buyer and its affiliates, including their respective directors, officers, and employees, shall comply with all applicable national and international laws on anti-money laundering and counter terrorist financing. The Buyer represents that it has in place the adequate anti-money laundering procedures that are necessary to comply with the aforementioned laws. The Buyer shall promptly report to SWO any suspicious activity of which it becomes aware relating to transactions directly or indirectly connected to the performance of this Contract.

15.3 SWO shall be entitled to refuse further performance and may terminate this Contract immediately upon becoming aware of any breach of this clause without the Buyer having the right to raise any claim.

15.4 The Buyer shall maintain and apply, and shall ensure that its affiliates maintain and apply, adequate policies and procedures to ensure compliance with this clause. The Buyer shall, if there is an objective reason to believe that the Buyer or its affiliates is in breach of this clause, allow SWO access to the Buyer’s and its affiliates’ premises, books and computer systems to enable SWO and its auditors and examiners to conduct reasonable and appropriate audits and examinations of the compliance by the Buyer and its affiliates with this clause.

15.5 The Buyer shall indemnify SWO for any and all damage or loss incurred as a result of any breach of this clause.

15.6 In the event of any conflict with other provisions in this Contract this clause shall prevail.

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12. APPLICABLE LAW

12.1 This contract order is governed by Italian law, without reference to its conflict-of-law rules (if not accepted, then possible alternatives are Sweden, Switzerland, UK).

13. JURISDICTION

13.1 Any dispute arising out of or in connection with the contract order, including disputes related to the validity/effectiveness of the Agreement, shall be brought exclusively before the Court of Padova (Italy).

ANNEX A

Order Modification & Cancellation Policy

Whenever the customer decides to modify or cancel a sales order following Cancellation/Modification fees will be charged according to the following Scheme

- A. Orders Modification communicated BEFORE the release of official ORDER CONFIRMATION:
- *No Modification Fee*
- B. Orders Modification communicated AFTER the release of official Order confirmation but 2 WORKING WEEKS BEFORE the confirmed delivery date:
- *1% of the PRICE LIST (no discount nor multiplier is applied) of the MODIFIED ITEMS ONLY (not calculated on the entire order value). (ie. Adding "EC Fans" to the unit, the fee is calculated as 1% of the option "EC Fans" Price List)*
 - *Price is referred to the DESTINATION ITEM (ie. Moving from a size 5.2 to 6.2 it is calculated on 6.2 and viceversa)*
 - *Minimum Fee = 100€ (whatever is the modification)*
 - *Maximum fee = 500€ for Options / 2000€ for Unit Sizes/Versions (ie SLN). (Maximum fee is valid also for multiple modifications in the same order as long they are communicated in the same moment)*
 - *Change of Type/Range (ie from Chiller to Heat pump or Tetris to Kappa) can't be considered an order modification but an order cancellation (see point D and/or E)*
- C. Orders Modification communicated LESS THAN 2 WORKING WEEKS BEFORE the confirmed delivery date:
- *STANDARD UNITS (As per commercial catalogue) : 2% of the Whole Order Value*
 - *Minimum fee = 300€*
 - *SPECIAL UNITS: To be confirmed case by case*

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- D. Order Cancellation communicated BEFORE the release of official ORDER CONFIRMATION:
- Order cancelled the same day of arrival or within the following working day: *No Modification Fee*
 - Order cancelled from 2nd working day after the arrival *Minimum fee = 300€*
- E. Order Cancellation communicated AFTER the release of official Order confirmation
- *30% of Order value for STANDARD UNITS*
 - *Up to 100% of Order value for SPECIAL UNITS*
- F. Order Cancellation communicated LESS THAN ONE WEEK BEFORE the Confirmed delivery date:
- **Up to 100% of Order value to be evaluated case by case for SPECIAL UNITS and STANDARD UNITS** (according to the costs SWO has already borne)

ANNEX B

WARRANTY GENERAL CONDITIONS

(validity starting from 1st January 2023 until the issue of new disposition)

UNITS WARRANTY TERMS

The standard SWO warranty on all SWO UNITS will be 24 months from the date reported on the unit delivery note (to be applied to all units ordered after the day of validity)

General Sales Conditions

Commitment of SWO is to replace faulty components. Labor and any other expense incurred in replacing the fault component is not covered by SWO.

Moreover, warranty doesn't include all components subjected to normal wear or damaged by insufficient or wrong maintenance.

SWO will not cover undirected damages as well as those which are completely or partly due to the customer negligence.

Warranty while is not applicable any time if the installation is not fulfilling SWO installation, use and maintenance instructions manual supplied with the units and/or the unit do not operate within the working limits for which has been manufactured.

Failure detected during the normal warranty period

For all these cases SWO will recognize only the spare parts; the shipment of the spare parts has to be considered as FCA -Incoterms 2020.

The faulty spare parts must be sent to SWO only if these are requested (SWO will take charge of costs relevant to the shipment). SWO will give specific note on the subject for any claim. The parts requested must be sent back within the terms in "ANNEX C".

The parts received by SWO without request, will be sent back to the customer at their charge.

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Any additional claimed cost such as refrigerant, oil, antifreeze mixtures, labor, travel and parts are not recognized by SWO.

To get a spare parts under normal warranty period, a Failure Service Request has to be filled through **WEB SAP PORTAL**, (please contact service.cantarana@swegon.com for more information). After sending the report for the defective part required under warranty, a feedback from SWO, expected within two working days, will determine if parts will be sent under warranty and if SWO needs to get the defect part back. In any case, the order of spare parts will proceed immediately.

In case SWO does not have availability in stock of components to be sent urgently under warranty, and they have long delivery time from supplier or low value, Customer can decide to buy locally, only after authorization from Cantarana Factory (through service.cantarana@swegon.com). Customer will state in the **SAP PORTAL** report and announce, if SWO will then provide to supply the same component/s to Customer as soon as they are available in stock or Customer will get a credit note. Value of credit note is always the net price, SWO would sell the part to Customer.

Warranty extension for units not delivered yet

The warranty period can be extended of maximum 36 months over the standard period (meaning for a maximum of 5 years from the delivery date) in accordance to the conditions here below. The warranty extension is only referred to the duration. All the conditions remain as per standard warranty condition.

The warranty extension up to max 5 years can be ordered together with the unit only at the following condition:

1. Extra NET price = 0,5% of unit Price List per each Extra Year (ie Extra 2 years = 0,5% x 2);
2. Reference Price list is the one valid at the time of warranty extension order;
3. Max total warranty can't exceed the 5y from delivery.

Warranty extension for units already delivered

The warranty period can be extended of maximum 36 months over the standard period (meaning for a maximum of 5 years from the delivery date) in accordance to conditions here below. The warranty extension is only referred to the duration. All the conditions remain as per standard warranty condition.

1. Extra NET price = 1% of unit Price List per each Extra Year (ie Extra 2 years = 1% x 2);
2. Reference Price list is the one valid at the time of the invoice;
3. Max total warranty can't exceed the 5y from delivery.
4. **The acceptance of the warranty extension is subjected to the approval of SWO upon receiving the commissioning report and, for advanced controllers, the logs files as attachment in a new claim opened through SAP PORTAL.**
5. **The warranty extension is granted only when standard warranty period has not expired yet.**
6. The order for the warranty extension has to be sent to spares.cantarana@swegon.com

Special Warranty Conditions

The following components:

1. Compressors;
2. Heat exchangers (any type of).

even for units still under warranty conditions, as well as warranty replacements of faulty spare parts, will be shipped from SWO on sale terms and a regular invoice will be issued.

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Upon receipt of the damaged components, SWO will carry out in-depth check and within the term of 120 days, or in according to technical inspection report by our supplier, will transmit the final decision about the warranty acknowledgements to the Customer.

If components are due under warranty, SWO will issue a credit note (including transport).

In event of particular failures where there are not clear information about the problem, installation characteristics, working conditions and any other related and useful documentation, SWO take the rights at the incontestable discretion to ship the spare parts (any kind of) on sales terms and follow then the same procedure as per compressors and exchangers.

Dead on arrival (D.O.A.)

SWO considers a claim so called **Dead On Arrival** or **D.O.A.**, when the defects are detected at the arrival of the unit or during start-up of the unit (and the start-up occurs latest 6 months from the shipping of the unit to Customer).

Any defect detected at the arrival of the unit, and/or defect component found during start-up, and/or functionality problem detected during the start-up, where start-up is intended as the first running hours of the unit, will be recognized as **DOA**.

- a. SWO recognizes as **DOA functionality defects notified to Cantarana Factory within 8 days from the start-up**, where defect in functionality is intended as missing compliance to the requirements of the unit by order features.
- b. SWO recognizes as **DOA defect component notified to Cantarana Factory within 3 days from the start-up**.

DOA will be recognized only when regular notification will be sent to **WEB SAP PORTAL** within above a. and b. terms.

A Failure Service Request has to be filled through **WEB SAP PORTAL**, enclosing a technical report (start-up report could be requested from time to time). Customer receives the Order Confirmation for spare parts (if requested).

If the communication of the failure is made according to the above mentioned indication, SWO will send, under warranty conditions, covering costs of transport, all the spare parts which will be necessary to operate repairing of the unit.

SWO will grant the costs for oil, refrigerant, and nitrogen (see below **REFRIGERANT, OIL & NITROGEN COST**).

SWO will grant the labor cost according to specific categories of intervention (see below **LABOR COST**), that already include travelling, board & lodging costs and consumable materials. VAT excluded.

Only by agreement between parties, an official invoice is to be issued by Customer to SWO.

All the costs sustained by Customer can be communicated to SWO with the following limitations: 'Express shipment costs, other special costs as particular handling (use of crane, helicopter and so on), special permissions, import and local duties, costs for special equipment are not recognized". SWO will grant the costs for oil and refrigerants according to the following price levels (which are valid until the issue of new disposition):

REFRIGERANT & OIL COST

R410A: to be defined from time to time

R513A: to be defined from time to time

R 134a: to be defined from time to time

R1234ze: to be defined from time to time

R32: to be defined from time to time

R454B: to be defined from time to time

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POE Oil 15,00 € / l

NITROGEN 4,00 € / l

SWO will grant the labor cost in according to the following categories of intervention (which are valid until the issue of new disposition):

LABOR COST

Type A Half day – Electrical or mechanical spare part substitution (*) 500 €

Type B One day – Simple spare part substitution 1000€

Type C Two day – Complex spare substitution 2000€

Type D One Day – Generic 500 € (including software failures)

(*) Leakage repairs belongs to type A

Whenever a DOA cost is to be submitted to Cantarana Factory, the above items are to be selected in **SAP PORTAL CLAIM**, under 'claim invoice status', and sent to Cantarana Factory for approval.

These costs include travelling costs and consumable materials. VAT excluded

LIST A *	
ELECTRICAL COMPONENTS	MECHANICAL COMPONENTS
Automatic switches	Check valves
Contactors	Manometers
Electric fan motors	
Electric motors	
Fan motor (axial and centrifugal)	
Fan speed controllers	
Fuses	
Kriwan-Klicson	
Main switches	
Microprocessors	
Motor protections	
Phase sequence relays	
Pressure switches (HP, LP, Oil, Water)	
Pressure transducers	
Probes	
Relays	
Solenoid valves	
Thermostats	
Timers	
Transformers	
Inverters	

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LIST B *
MECHANICAL COMPONENTS
Scroll Compressors (1 or 2 pcs)
Coil
Plate exchangers
Liquid receivers

LIST C *
MECHANICAL COMPONENTS
Scroll Compressors (3 or 4 pcs)
Screw Compressors
Shell & Tube exchangers

* Vacuum, leakage test + refrigerant charge already included

Any modifications to the unit after the shipment of the same and not authorized by SWO, determines the immediate forfeiture of warranty.

SPARE PARTS WARRANTY TERMS

The warranty condition for Spare Parts is **12 months** from delivery date (if not longer according with the warranty conditions of the unit where the spare part is installed)

Commitment of SWO is to replace faulty components, including the shipment cost and transport managing.

Labor and any other expense incurred in replacing the fault component is not covered by SWO.

Moreover, warranty on spare parts doesn't include all components subjected to normal wear or damaged by insufficient or wrong maintenance and wrong installation.

SWO will not cover undirected damages as well as those which are completely or partly due to the customer negligence.

Warranty is suspended whenever the customer delays payment.

Warranty while is not applicable any time if the installation is not fulfilling SWO installation, use and maintenance instructions manual supplied with the units and/or the unit do not operate within the working limits for which has been manufactured.

The warranty for the following spare parts:

1. Compressors
2. Heat exchangers (any type of)

will be managed as described in the above section "Special Warranty Conditions"

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Società soggetta all'attività di direzione e coordinamento da parte della Investment Latour AB Svezia

RETURN OF SPARE PARTS

Art. 1_ PACKAGE: returned goods must be well packed for transport. The client should verify that the package is suitable for the transport.

If we receive goods with transport damages due to a bad packaging, we will not give any warranty and goods will be sent back at client charge.

Art. 2_ APPLY LABEL: the client must apply externally of the package the label MAR02 where is written our authorization form number and the packing list.

Art. 3_ INFORMATION FOR THE PICK UP: the client has to send to the email address written on the authorization form all information necessary for the pick up:

- a. kind of package (pallet, box, cage etc.) and weight and dimensions.
- b. complete pick up address.
- c. contact person (name and phone number to give to the forwarder).

If we will not receive the required information, we cannot organize any pick up and the claim will be closed.

Art. 4_ FILLING IN PRODUCER FORM: if the returned part should be analyzed, it would be necessary to fill in a specific form that SWO will send to the client. If we don't receive the supplier form filled within 30 days from sending, we couldn't make any analysis and we will close the claim.

Art. 5_ ACCEPTANCE OF THE GOODS: we will accept goods only if the return is authorized by SWO. Goods received without any authorization form issued by SWO, present on the package returned, will be sent back at client charge.

Art. 6 RETURN OF GOODS: authorized goods should be sent back to SWO (or to a different address if written on the authorization form) within 45 days from authorization form date. If goods will not be received in time, we will close the claim with no further analysis actions. All expenses (transport, assistance...) even including the goods supplied under warranty for the reparation of the unit, will be invoiced.

Art. 7_ ANALYSED GOODS: on the returned parts it may be applied destructive testing which produce an irreversible alteration of their functionality and mechanical structure. In such cases the Customer accepts that the goods will be not anymore available to be returned after the analysis.

Commitment of SWO is to come back to the Customer with an analysis report within 10 working weeks from the return date. In case no analysis report will be released within the 10 working weeks, the case will be considered automatically a warranty case, unless different agreement will be found. If the part, after analysis, will not be recognized under warranty and it is available to be returned (in case of non-destructive testing), SWO will inform the Customer and, within 10 working days, the Customer has to confirm if the part has to be sent back or if SWO can scrap it. Without any information in time, SWO will scrap the part at its own incontestable discretion.

Art. 8_ WARRANTY: warranty conditions are in section n. 2 "warranty" of the unit order confirmation.

Art. 9_ RETURN OF PURCHASED GOODS THE BUYER DOES NOT NEED ANYMORE: in case the Buyer requires to return goods because of his decision, the amount of the goods value is subject to a devaluation of 50% from the purchase price (excluding packaging that remains in charge of the Buyer). Anyhow, the Buyer must request prior authorization to proceed to return goods to SWO. When the formal authorization is released, goods can be sent back. The shipping documents accompanying the returned goods must include reference of the authorization code SWO sent to the Buyer. SWO will not accept the return of goods sold more than 6 months prior to the date of return. The freight costs for returned goods will be totally in charge and paid by the Buyer. The goods returned must not show signs of tampering and must have the original packaging. Failure to comply with the provisions described herein will result in goods not being accepted at our store. In case our quality control dept. declares the goods not acceptable, the goods will be returned to the Buyer, who will have to take in charge the transport costs too. In addition to the above the Buyer will be charged for all corresponding managing costs.

Swegon Operations S.r.l.

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AMENDMENT AGREEMENT DUE TO GLOBAL SHORTAGE OF COMPONENTS

There is currently a global general shortage of components affecting the entire HVAC industry. These supply chain disturbances could lead to situations where Swegon, despite making our utmost to serve our customers in the best possible way, are not able to offset the negative impact. This amendment agreement governs situations where Swegon's delivery capabilities are affected by disruptions (whether directly or indirectly) due to global general shortage of components.

The delivery date specified by Swegon is an estimate only and Swegon may amend or postpone the specified delivery date at any time before or after acceptance of an order.

Swegon has the right to deliver the goods/products and supply services by instalments, including such instalments where the goods/products delivered is incomplete and may be used for its intended purpose only after later instalment/instalments (hereinafter "Instalment"). The buyer is entitled to oppose or reject such partial delivery by Instalment, if the buyer and Swegon has agreed in writing that delivery of the goods/product in question shall not be made by Instalment.

The parties acknowledge and agree that (i) an amendment or postponement of the specified delivery date and/or a delivery by Instalment shall not constitute delay, (ii) a delivery by Instalment where the goods/products delivered is incomplete shall not be considered a defect, and (iii) that Swegon shall not bear any other liability either resulting from such amendment or postponement of the specified delivery date and/or delivery by an Instalment, and the buyer shall not be entitled to terminate the order/agreement due to such circumstances.

In the event of conflict between this Amendment Agreement and any other provision, terms or conditions that may apply to the order in question, this Amendment Agreement shall prevail and take precedence.

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