TERMS, CONDITIONS OF SALE AND WARRANTY

UPDATED VERSION 07 - 20

Definitions; Customer: Natural or legal person who purchases or uses the products., **Confortfresh S.A.S.:** PLegal entity that manufactures and sells the products or services, domiciled at the address shown on this sales invoice. **Quality:** Condition in which a product complies with its inherent characteristics and those attributed through the information provided about it. **Consumer or User:** Any natural or legal person who, as the final recipient, acquires, enjoys, or uses a product for personal or business purposes when it is not intrinsically linked to their economic activity. **Producer:** Any person who regularly, directly or indirectly designs, produces, manufactures, assembles, or imports products. **Productor:** Any person who regularly, directly or indirectly designs, produces, manufactures, assembles, or imports products. **Supplier or Distributor:** Any person who regularly, directly or indirectly offers, supplies, distributes, or markets products for profit. **Quotations / Offers / Promotions**: These are valid only when issued in writing and for a maximum term of 30 days, unless a shorter period is specified in the offer or until promotional inventory is exhausted. **Standard Design Product;** TAny product manufactured with similar design characteristics and conditions. **Specific Design Product;** Any product manufactured under design conditions specifically requested by the customer. **●Acceptance and Approval:** The customer acknowledges having received the products indicated on this invoice in perfect condition, both physically and materially. **Approval – Specific Design Products:** The products delivered under this invoice have the approval of the plans and/or designs for the manufacturing of the equipment by the Customer. Only the performance indicated in the factory designs approved by the buyer can be guaranteed. CONFORTFRESH S.A.S. shall not be responsible for differences between what was offered and what was requested for standardized design products.

●Delivery / Returns / Deposits / Penalties; Products will be delivered Ex Works, unless otherwise indicated. Therefore, responsibility for the products will pass to the Buyer once they leave the Seller's facilities, and the Customer assumes the risk of loss, damage, or destruction from that point onward. **Returns;** The maximum period to notify a return for a standard design product is 72 hours from the delivery date, except for returns arising from the following situations: B**usiness Closure / Portfolio Recovery / Consignment Merchandise,** which may be authorized at the discretion of the Administration. The acceptance of product returns must be previously authorized by the warehouse manager, who must verify the condition of the returned merchandise. For **partial returns**, a copy of the invoice must be presented. For **full returns,** the original invoice must be presented. The company has up to 30 days to process the refund. When Confortfresh S.A.S. has provided transportation for the merchandise, this cost will be deducted from the refund at the time of the return. **Returns or exchanges are not possible under the following circumstances:** Specific design products (as their operating parameters are defined for a particular condition of use). Modifications to the finished product may be requested if feasible, and the customer must assume the associated costs. Products purchased more than 72 hours prior, Reasons for exchange unrelated to our responsibility, the product shows signs of deterioration caused by improper use, the product is incomplete, damaged, or has dents, the packaging box is damaged or in poor condition. oProducts purchased under promotion or discount. **Advance Payment;** minimum 50% advance payment for manufactured products, minimum 50% advance payment for low-rotation imported products. **Penalty;** A 20% penalty on the value of purchase orders or orders will apply for non-compliance, returns, or cancellations. Advance payments made to reserve a price and product will remain valid for no more than fifteen (15) days. **Storage Fee**, Beginning on day 16 of storage in the national warehouse, a 2% monthly charge (or fraction thereof) will apply based on the value of the merchandise.

●Product Quality, Suitability and Safety; CONFORTFRESH must ensure the suitability and safety of the goods. The services offered by the supplier must guarantee the proper condition and operation of the products. Failure to comply with this obligation will result in: joint liability of the producer and supplier under warranty, which is the legal obligation of every producer and/or supplier to respond for the quality, suitability, safety, condition, and proper operation of products before consumers. **●Warranty of Operation:** All our equipment carries a 12-month warranty from the date of invoicing. Chiller equipment will have an additional maximum period of two (2) months for equipment start-up, granting a maximum total warranty period of fourteen (14) months for these products. For the warranty to be effective,

It is necessary for a representative of CONFORTFRESH S.A.S. to provide start-up assistance. If this service is not contracted within 60 days following the chiller start-up, the warranty cannot be honored.

●Warranty Coverage; warranty coverage consists of the replacement of the affected part, which will be sent to the address of the supplier/distributor. If installation service is required, the customer must cover the costs incurred to send specialized personnel (labor, round-trip travel tickets, as well as lodging and per diem expenses during the stay). - In the event of equipment failure, a Warranty Request Form must be properly completed by the Distributor and sent to the Factory. The Factory reserves the right to process such request subject to the approval of the Company's Technical Department. The warranty covers equipment failures provided that none of the following circumstances occur, which would invalidate the warranty: 1. Any equipment or part that suffers partial or total damage during transportation. 2. LRefrigerant gas leaks caused by pipe fractures due to vibration during transportation and/or stress during lifting.

●Responsibility for the Warranty of Operation. Before consumers, responsibility for the legal warranty lies jointly with the respective producers and suppliers. To establish liability for failure to comply with conditions of suitability and quality, it will be sufficient to demonstrate that the product has a defect.
Service. **Responsibility of Confortfresh S.A.S.**; All products are supplied as is. In the event of any violation of this warranty, failure to fulfill service commitments, or for any other reason, liability shall in no case exceed the price of the product provided. Comply with warranty requests, Maintain the availability and supply of spare parts, components, and accessories for replacement and/or repair.
Provide all necessary technical support and carry out physical inspections of the products listed in this invoice when required (Article 11 of Law 1480 of 2011).
Responsibility of the Supplier / Distributor: The Customer is responsible for: LSelecting the products according to their specific and particular purposes. Covering the costs of contacting Confortfresh S.A.S., such as telephone charges, freight, transportation, loading, and unloading at their facilities. Any designs, specifications, or instructions provided by the customer, Addressing our personnel with courtesy and respect, facilitating the necessary information, cooperation, and access to the location of the products to allow Confortfresh S.A.S. to fulfill its warranty service commitments. Carrying out an initial inspection, technically detailing the failure and providing truthful information about the event to CONFORTFRESH. Replacing and/or repairing defective parts of the equipment through their own technical personnel. Under no circumstances shall the warranty costs be charged to the consumer.

●Warranty Liability Exemption; The producer or supplier shall be released from warranty liability when the defect arises from: 1. FForce majeure or unforeseen circumstances; 2. Acts of a third party; 3. Improper use of the product by the consumer; 4. Failure of the consumer to follow installation, use, or maintenance instructions. **●Warranty Void Conditions:** lThe warranty shall be void in the following cases; 1- Lack of required maintenance of the equipment., 2- Electrical system failures, such as a voltage imbalance greater than 2%,
3- Alteration of the electrical system and protection devices, 4- Phase reversal or phase loss without a proper phase protection device, 5- Hot spots caused by insufficient torque in the fastening bolts of electrical components. 6- Alteration of operating parameters according to the design, such as (filtration level, total pressure drop in the system, rotational speeds "RPM" in transmission systems, and the supply of air and/or water flow rates). **Confortfresh S.A.S.** respects and complies with all consumer rights, especially those established in the Colombian Commercial Code.

**Conditions and restrictions apply for warranty service for contractors.

DELIVERED ITEM:	
PRODUCT:	**SERIAL NUMBER:**