

I. General

1.1. The following Terms and Conditions of Sale (“Terms”) apply to the sale of products described in this Product Guide (“Products”). As used herein, “Seller” or “Belimo” refers to Belimo Aircontrols (USA) Inc., or Belimo Aircontrols (CAN) Inc., Belimo Aircontrols (LA) Inc., or Belimo Automation AG as applicable, and “Client” refers to the individual or business entity that purchases the Products from Seller. These Terms shall apply unless the parties mutually agree to different terms and memorialize such agreement in writing signed by both Client and Seller. In case Seller’s delivery includes Software and accompanying documentation, the terms of the license agreement are applicable in addition to these Terms. However, in case of disputes arising out of the Software, the license agreement shall prevail.

II. Price

2.1. The Seller’s price for Products (the “Price”) is net, F.O.B. Point of Origin, and is calculated in US currency for sales made by Belimo Aircontrols (USA), Inc. and calculated in Canadian currency for sales made by Belimo Aircontrols (CAN) Inc., and Brazilian currency for sales made by Belimo Automation AG to Clients in Brazil.

2.2. The Price, unless otherwise agreed upon, does not include freight and packaging (wooden crates, pallets, etc), the costs of which will be charged to Client at cost for each shipment and shall be payable with payment of the Price.

2.3. Orders for Products with a net value of less than US \$300 (CAN \$300) will be subject to a US \$20 (CAN \$20) handling fee (the “Handling Fee”). The Handling Fee will not be charged for orders of Products with a net value equal to or greater than US \$300 (CAN \$300) or for Products ordered through Seller’s eCommerce ordering system at: www.belimo.com.

2.4. Seller reserves the right to make partial deliveries of orders of Products, each of which deliveries may be invoiced separately by Seller.

2.5. The Price does not include charges for wiring diagrams, installation, and commissioning, which will be charged to Client separately and will be payable on demand.

III. Payment

3.1. Invoices are payable in US currency for sales made by Belimo Aircontrols (USA), Inc., in Canadian currency for sales made by Belimo Aircontrols (CAN) Inc. and in Brazilian currency for sales made by Belimo Automation AG on behalf of Brazil. Invoices are due no later than 30 days from the date of invoice, without any deductions.

3.2. If Client maintains an outstanding balance for 45 days or more after the date of invoice, Client may be subject to restricted shipments of Products. A Client may also be required to pay for all future deliveries of Products on a cash-on-delivery or approved credit card only basis.

IV. Title and Risk

4.1. Title to all Products shall remain with Seller and shall not pass to Client until Seller has received full payment for the Products.

V. Damage or Loss in Transit

5.1. Seller assumes no liability for damage or loss of shipment of Products, which risk shall at all times remain with the carrier. All shipments must be unpacked and examined by Client immediately upon receipt. Any external evidence of loss or damage must be noted on the freight bill accompanying the shipment of Products or carrier’s receipt and signed by the carrier’s agent at the time of delivery. Failure to do so will result in the carrier’s refusal to honor any claim relating to damage of Products. Client must also notify Seller within 5 days of such damage by providing Seller with a copy of the freight bill or damage report so that Seller can file a claim for loss or damage in transit with the carrier. If the damage does not become apparent until the shipment is unpacked, Client must make a request for inspection by the carrier’s agent and file with the carrier within 15 days after receipt of product and notify Seller of the same.

VI. Delivery

6.1. Seller undertakes to make every attempt to adhere to its stated delivery parameters and to make a timely delivery of the Products but does not guarantee any delivery specifications. Each contract entered into for the purchase of Products is not cancelable nor is Seller liable for any direct or indirect losses that may arise, for any reason whatsoever, due to Seller’s failure to meet any stated or assumed delivery schedules.

VII. Inventory Overstock

7.1. If Client has an overstock of Product inventory, such Products received by Client cannot be returned unless and until: (i) Client alerts Seller that it intends to return some overstock of Products, (ii) Seller agrees to accept such return, (iii) Client obtains a Return Material Authorization (“RMA”) number from Seller for such return of such Products, and (iv) Client follows all return instructions provided by the Seller. The RMA number must be clearly written on the outside of all packaging for any returned overstock of Products.

7.2. Only such Products returned in original packaging and shipped to Seller at Client’s cost may be accepted for return under this Section. Client is also responsible for payment of a restocking charge for all returned overstocked Products in an amount no less than 20% of the invoice value of the Products (“Restocking Charges”). Any Piping Package returns carry a minimum restocking charge of 75% of the invoice value. Returns that result from Seller errors and not overstocking will be credited in full and will not be subject to Restocking Charges.

7.3 Any Product received damaged or showing evidence of having been installed will be refused or assessed a higher restocking charge. Custom kits designed to a Client’s unique specifications are not returnable.

7.4 If Client requests product to be returned to them, the Client will be responsible for return shipping charges. See specific product literature for exclusions or exceptions.

VIII. Limited Warranty

VIII.A 5-year Limited Warranty

8.1. Products that are listed in this Product Guide as carrying a 5-year warranty to a location in the United States, Canada, or Latin America shall carry a 5-year warranty. The 5-year warranty is unconditional for the first two years from the date of sale of the Products to Client. After the first two years from the date of Sale, the warranty coverage shall not apply to damage to Products not resulting from normal wear and tear (e.g. negligence, misuse, or failure to maintain). Product specific terms of warranty with regard to warranty period or conditions of warranty may apply to certain specified Products as stated in the documentation for those Products.

VIII.B 2-year Conditional Warranty

8.2. Products that are listed in this Product Guide as carrying a 2-year warranty to a location in the United States, Canada, or Latin America shall carry a 2-year warranty. The 2-year warranty is conditional from the date of sale of the Products to Client, and the warranty coverage shall not apply to damage to Products not resulting from normal wear and tear (e.g. negligence, misuse, or failure to maintain). Product specific terms of warranty with regard to warranty period or conditions of warranty may apply to certain specified Products as stated in the documentation for those Products.

VIII.C Limitations

8.3. Seller’s warranties hereunder shall be null and void in the event of any: (a) modification or unauthorized repairs of Products by Client; (b) unauthorized incorporation or integration of Products into or with Client’s equipment; (c) use of Products in an unauthorized manner; or (d) damage to Products not caused by Seller.

VIII. D. Remedies

8.4 If a defect arises and a Return Material Authorization (“RMA”) is issued as provided in Section 8.5, Seller will, at its option and to the extent permitted by law, either (1) repair the Product at no charge, using new or refurbished replacement parts or (2) replace the Product with a new Product. In the event of such a defect, to the extent permitted by law, these are Client’s sole and exclusive remedies.

8.5 Products received by Client cannot be returned unless: (i) Client alerts Seller that it intends to return such Products, (ii) Seller agrees to accept the return of such Products, (iii) Client obtains a RMA number from Seller for the return of such Products, and (iv) Client follows all return instructions provided by the Seller. Client shall promptly notify Seller of Products’ alleged defect and provide Seller with other evidence and documentation reasonably requested by Seller. The RMA number must be clearly written on the outside of all packaging for any returned Products. Only Products returned to the proper location as instructed by Seller and identified with an RMA number will be considered for credit.

8.6. In addition, Seller will only accept for return Products returned in original packaging. All returned Products must be shipped to Seller at Client's cost. Such returned Products must be received within one year from original sale date to Client, in as-new condition, adequate for resale as new Products to qualify for credit. Client will be responsible for payment of a restocking charge for all returned Products in an amount no less than 20% of the invoice value of the Products ("Restocking Charges"). Product received damaged or showing evidence of having been installed will be refused or assessed a higher restocking charge. Custom kits designed to a Client's unique specifications are not returnable. If Client requests repaired product to be returned to them, Client will be responsible for return shipping charges. See specific product literature for exclusions or exceptions.

8.7. Returns that result from Seller's breach of these Terms will be credited in full and will not be subject to Restocking Charges.

8.8. Seller-authorized support technicians are available for troubleshooting before any shipments to Seller. The contact information for Belimo customer service is listed on the back page of Belimo's Product Guide and Price List (PGPL) or may be found at www.belimo.com.

8.9. If a problem cannot be resolved over the phone, an RMA number will be issued by Seller for return of the Products. Prior to returning any Products under a warranty, Client must obtain an RMA number from Seller, along with shipping instructions for the return. The RMA number must be clearly written on the outside of the box containing the returned Products. Only Products returned to the proper location and identified with an RMA number will be accepted by the Seller.

8.10. All returned Products should be packaged appropriately to prevent further damage. Seller reserves the right to refuse any returned material if improperly packaged or labeled (e.g. without an RMA number). Products returned without proper RMA documentation will void Seller's warranty. Seller is not responsible for charges that Client may incur as a result of the removal or replacement of Products.

8.11. Repaired or replacement Products are shipped from Seller via ground shipment. Other shipping methods are available at the sole expense of the Client.

8.12. Repaired, replaced or exchanged Products will carry a warranty for a period of time equal to the greater of: (i) the remainder of the original 5-year warranty or 2-year warranty that was applicable to the repaired, replaced or exchanged Products, or (ii) six months, effective from the date the repaired, exchanged or replaced Products are shipped by Seller (the "Replacement Warranty Period").

8.13. If Seller determines that Product under warranty is to be replaced, Seller may elect to send a replacement in advance of receiving the returned item. For industrial-type products, such as butterfly valves or flanged energy valves a purchase order is required. The purchase order will be credited upon the receipt and verification by Seller of the returned defective Products. For industrial-type products, an invoice will be issued and shall be due and payable if the returned Products are not received by Seller within 60 days from the date that the replacement Products are shipped. Additional charges may apply if the nature of the problem has been misrepresented by Client.

8.14. New Products ordered in an attempt to circumvent the warranty process may NOT be reimbursed if, upon receipt of returned Products, it is determined that the defect in the returned Products is actually field related, or the Products have been returned for cosmetic reasons only.

IX. No Warranty for Non-HVAC Application; Services

9.1. All Seller warranties shall extend only to HVAC use of the Products. If Products are used in non-HVAC applications (e.g., aircraft, industrial processes, etc.), Seller's warranties shall not cover such Products. Client will be solely responsible for any damage to or malfunction of Products or for any damage resulting from such use of Products.

9.2 Both the conditional and unconditional warranties hereunder cover the Products only, and do NOT cover labor associated with the troubleshooting, removal or replacement of such Products.

X. Liability Disclaimer

10.1. These Terms constitute the entire understanding and agreement between Seller and Client regarding the warranties that cover Products and supersedes all previous understandings, agreements, communications and representations. Seller shall not be responsible for and Client does not have any right to make any claim for damage that occurs to any property other than Products. Seller shall in no way be responsible for any costs incurred by Client in the determination of the causes of damage to any of Client's property, for expert opinions, or for any punitive or special, incidental or consequential damages of any kind whatsoever. Seller's warranty is extended to the Client only and is non-transferrable.

10.2. Seller shall not be liable for any damage resulting from or contributed by Client or third parties acting within the scope of responsibility of Client or such third party when:

1. Products are used for non-HVAC applications, such as in aircrafts, industrial processes, etc.;
2. Client uses the Products without complying with applicable law or institutional regulations or Belimo data and installation sheets or Client uses the Products without following good industry practice;
3. Products are used by personnel who have not received suitable instruction;
4. Products are modified or repaired without the written approval of Seller; or
5. Client's design and/or system integration is insufficient.

When requested to do so, Client shall immediately release Seller in full from any possible third party claims resulting in connection with the circumstances listed above. This also applies to claims in connection with product liability.

10.3. If Client becomes aware that any third party has made or appears likely to make any claim regarding Products (including, without limitation, regarding Product defects or rights infringed by Products), then Client shall immediately inform Seller and afford to Seller all assistance that Seller may require to enforce its rights and defend such claim.


XI. Proper Law and Jurisdiction

11.1. All sales of Products under these Terms and the warranties described herein shall be governed by the laws of the State of Connecticut, and the parties agree to submit to the exclusive jurisdiction of the Federal and state courts located in the State of Connecticut with respect to any dispute arising from the subject matter hereof. The parties hereby waive all rights to a jury trial in connection with any claims relating to the subject matter hereof. All causes of action arising out of or connected the sales of Products under these Terms shall be resolved individually, with no right by a party to participate in a representative capacity, or as a member of any class action.

XII. Privacy and Data

12.1 Seller places great value on the implementation of lawful data processing to protect your personal data. Seller is obliged to process your personal data in accordance with applicable law. We are dependent on the services of a third party for the provision of our services. Seller has obligated the third party to process your data only in connection with the services agreed with Seller, to ensure the same level of data protection as Seller, and to not pass on your data to other third parties without your consent. When processing your data and transferring your data to third parties, Seller will use reasonable commercial efforts to provide an appropriate level of data protection and that appropriate organizational and technical measures are implemented to protect your personal data. More detailed information on our data protection guidelines is available from the following Internet address: www.belimo.com/privacy.

XIII. California Proposition 65

 **WARNING:** For Belimo Products sold in California, these Products do or may contain chemicals which are known to the State of California to cause cancer and or birth defects or other reproductive harms. For more information see www.p65warnings.ca.gov.