

1. GENERAL CONSIDERATIONS

1.1. Purpose

This document contains the general rules established by HISPACOLD INTERNATIONAL S.A., hereinafter HISPACOLD, to ensure, during the warranty period, coverage of the systems, components and accessories it manufactures or markets, as well as ensuring that the after-sales service offered to all of its customers is of the highest quality.

Where specific conditions of guarantees exist with third parties which contradict those defined in this general conditions document, these specific conditions will supercede those general conditions. Where concrete stipulations are set out in this general conditions document which are not appear in specific conditions documents, it should be understood that the concrete stipulations in this general conditions document are still valid and are in force.

1.2. Definitions

Systems: Set of components and accessories which, interconnected (both mechanically and electrically), or in connection with other elements of the vehicle, enable the generation, conduction and utilisation of thermal energy, with the aim of achieving completely or partially comfortable thermal conditions inside the vehicle. A complete air-conditioning system consists of at least a heat dissipation unit, a thermal energy consumption unit, a compressor with mechanical drives and a base plate to attach to the vehicle, a control panel, piping and connection fittings.

Main components: Each of the principal parts (hereinafter referred to as components) of an air-conditioning system. Particularly, for example, roof units, compressors with/without connecting fittings, control panels, smoke control dampers, heating units, etc. are considered components.

Accessories: Elements that allow the connection between the different main components which comprise the air-conditioning system.

Spare parts: Each of the parts with independent functionality, whose sale to replace other parts of components that have previously been damaged and/or have failed, has been authorised by HISPACOLD.

Commissioning: Procedure for verifying the installation of the various components and accessories that make up the air-conditioning system.

Purchaser: Any company that purchases systems and/or components and accessories from HISPACOLD for their final incorporation in a new vehicle or reconditioned vehicle.

Official Hispacold Service: Any repair shop authorised by HISPACOLD.

Official Distributor: Company authorised by HISPACOLD for the purchase/sale of spare parts in a country, as well as for the co-ordination of after-sales in that country.

End Customer: Company or natural person owning and/or operating the vehicle in which components and/or accessories manufactured or marketed by HISPACOLD are installed.

Date of first registration: Date on which a vehicle is first assigned a number plate, which identifies it as authorised to circulate on public roads, and which is recorded on the vehicle's registration certificate.

1.3. Contact List

The website: www.hispacold.es includes the main contacts in HISPACOLD related to the After-Sales and Parts Sales Management Areas as well as the Warranty Management Procedure.

2. HISPACOLD WARRANTY CONDITIONS

2.1. Application and coverage of the HISPACOLD Warranty

The warranty is applicable in the following cases:

- The product is manufactured or marketed by HISPACOLD.
- The warranty policy has been activated.
- It meets HISPACOLD's general warranty conditions and after-sales service.
- That the repair has been carried out by an Official Hispacold Service or authorised dealer.

The warranty covers:

- The replacement or repair (at HISPACOLD's discretion) of the faulty part. In either case, the warranty of the replacement or repaired material will be effective until the original warranty of the equipment or component expires.
- The labour costs resulting from the replacement of the faulty part, according to the hourly rates defined by the latter (in accordance with the country for which the warranty policy has been activated).
- The cost of transporting the original equipment to the point of delivery, using normal means of transport.

2.2. Warranty period for systems and/or components

The warranty shall be valid for a period of twelve months or for 150,000 km (whichever occurs first) from the date of registration of the vehicle, provided that eighteen months have not been exceeded from the date of issue of the invoice.

2.3 Warranty period for spare parts

For out-of-warranty vehicles, HISPACOLD grants a 6-month cover for its spare parts, starting from the date of commencement of the spare part warranty.

2.4 Warranty start and end dates

2.4.1. Systems and components

The HISPACOLD warranty start date for systems and components (the date on which the warranty coverage period begins to run) is considered to be the date of the first registration of the vehicle, as long as the warranty policy has been activated and provided that the conditions set out in section 3 are met.

As the end date of the warranty, the periods defined in section 2.2 are taken into account, either starting from the date of registration of the vehicle, or an additional six months after the issue of the invoice for the system and/or component to the purchaser, whichever occurs first.

2.4.2 Spare parts

The starting date of the HISPACOLD spare parts warranty is considered to be the date on which the invoice for the spare part was issued to the customer by HISPACOLD, its official services or its official distributors.

3. MAXIMUM INSTALLATION TIME FOR HISPACOLD SYSTEMS/ COMPONENTS AND ACCESSORIES

The installation of the air-conditioning system or the installation of components and accessories must be carried out within a maximum period of 6 months from the date of issue of the invoice by HISPACOLD. In the event that the installation takes place outside the maximum period, without prior notice to HISPACOLD, the warranty start date will be six months from the date of invoicing of the system, or the components and accessories by HISPACOLD.

4. COMMISSIONING (PDI) AND INSTALLATION AUDITS

In some markets HISPACOLD offers the buyer the possibility of contracting a setting-up service of its systems or components. This service can be contracted at the time of purchasing the systems or components, and consists of a review carried out by our official services (Pre-Delivery Inspection or PDI) in order to guarantee the absence of incidents during the vehicle-manufacturing process, as well as ensure the correct installation of HISPACOLD systems and components that may affect their operation. Additionally, HISPACOLD can, free of charge, oversee the installing of the air conditioning systems or components during the manufacture of the vehicle to ensure they are operating properly.

In all circumstances, HISPACOLD will inform the buyer of incidents detected but will at no time be responsible for carrying out the installation work, nor for any correction or repair once found and made known to the buyer. Detection of an issue could partly or completely invalidate the warranty if HISPACOLD has not established that an issue has been permanently and lastingly rectified.

HISPACOLD will not assume any responsibility for any hidden defect in the installation of the systems or components occurring during the manufacturing process of the vehicles, which may directly or indirectly affect the systems.

5. EXTENDED WARRANTY

HISPACOLD offers the purchaser the possibility of extending the product warranty at the time of purchase of its systems or components. To do so, HISPACOLD must agree to validate the conditions under which they provide the service and the basic maintenance operations to be carried out must be reflected in the HISPACOLD Warranty. The warranty extension must have been authorised in writing by the legal representative of HISPACOLD, who is duly authorised for this purpose.

6. ACTIVATION OF THE WARRANTY

HISPACOLD systems or components come with a Warranty. In order to activate the aforementioned Warranty and for the Warranty to take effect, the purchaser must provide HISPACOLD with the data requested in Warranty Policy.

7. AFTER-SALES SERVICE

HISPACOLD has its own network of official workshops. As this network is constantly evolving, it is recommended that for the latest version of the document, go to the website: www.hispacold.es or the direct link: <http://www.hispacold.es/es/red-mundial>.

In the event of a breakdown within the warranty period, the customer must go to the nearest official workshop to be attended by our specialists. If the warranty policy has been activated beforehand, prior authorisation from HISPACOLD is not required for the workshop to carry out the intervention on the vehicle. It is therefore recommended the warranty policy be activated as soon as possible before the vehicle is registered, as indicated in section 7 of this document.

Under the Warranty, the work can only be carried out by HISPACOLD's official workshops. No repairs will be warrantied if performed by workshops outside the official Hispacold after-sales network.

8. LIMITATIONS OF LIABILITY

HISPACOLD makes known to the purchaser, in written or oral form, the guidelines necessary for the correct installation, commissioning and periodic maintenance of the product and HISPACOLD will not accept liability for any operations carried out by the purchaser, or by third parties, contrary to, or in ignorance of, these guidelines.

HISPACOLD's warranty and contractual or legal liability may only be invoked when the purchaser has paid the full price for the material supplied within the agreed period. The amount claimed with such warranties may never exceed the purchase price of the defective material or parts.

9. INVALIDATION OF THE HISPACOLD WARRANTY

Neither HISPACOLD nor any of its official workshops, will accept Warranty costs in the following circumstances:

- a. Incorrect storage of the material by the purchaser or carrier.
- b. Contravention of the recommendations of HISPACOLD or contravention of the rules governing best practice in managing production, industrial and engineering projects, or industrial projects of the same or a similar nature, involved in the assembly, connection and/or installation of the material supplied by HISPACOLD during the manufacture of the vehicle.
- c. In the event of defective or incorrect handling or use of the products sold by HISPACOLD, as well as improper repair of the same by third parties.
- d. Breakdowns caused by dirt, corrosion or incrustations in the exchangers and other cooling circuit devices, which are attributable to a lack of diligence and commitment on the part of the purchaser or his employees or workers.
- e. Incorporation, by the purchaser or third parties, without prior written approval by HISPACOLD, of materials not supplied by HISPACOLD, in its systems.
- f. Regulation and control activities on systems or components supplied by HISPACOLD without prior written validation by HISPACOLD.
- g. Breakdowns caused by deficient maintenance of the equipment and accessories during the warranty period by the purchaser, his client, or whoever is responsible for carrying out this preventative maintenance.
- h. Breakdowns caused by an unstable power supply or incorrect voltage different to that required.
- i. Failures caused by an air flow which is different from the recommended flow, by obstructions, dirt, recirculated air or because of the vehicle itself in inadequately constructed.
- j. Failures in the water-heating circuit caused by a flow rate or chemical composition different from that recommended.
- k. Breakdowns caused by the absence or deactivation of recommended and/or necessary protections such as pressure switches, filters, regulating valves, etc.
- l. Use of non-original HISPACOLD parts in its systems, components and accessories.

10. WARRANTY EXCLUSIONS

The warranty does not cover:

- a. The list of components known as consumables due to wear and tear: filter driers, air filters, oil filters, belts, brushes, fuses and relays, gaskets, etc....
- b. Gas refills, if it is not possible to identify the origin of a leak.
- c. Any extraordinary expenses incurred during exceptional service.
- d. The usual maintenance operations described in the Guarantee Policy.
- e. Materials that have been damaged by external causes. For example, but not limited to other causes, the effect of ice, fire, chemical products, extraordinary environmental or meteorological causes, etc. are considered external causes.

- f. The operation of systems or components under conditions involving extreme vibration due to the type of route.
- g. The operation of systems or components in extreme environmental conditions, outside the established limits, where high concentrations of salt, phosphates, minerals, etc are a factor.
- h. Journeys to the vehicle to carry out repairs under warranty, it being the responsibility of the end customer to take the vehicle to the workshop for this purpose.
- i. The costs of forced immobilisation of the vehicle, towing costs or the costs incurred in overtime working outside normal hours, public holidays, etc.
- j. Charges for replacement vehicles, or gratuities to passengers or drivers.
- k. Fluid leaks in connections where the work not been carried out by HISPACOLD or its official services.
- l. Breakdowns or incidents resulting from friction or interference between HISPACOLD systems or components and other elements of the bodywork or vehicle.
- m. Incidents or faults resulting from inadequate refrigeration fluid charge.

Special warranty periods:

- n. Twelve (12) months from the date of registration or 100.000 km, whichever applies first, for leaks from gaskets, mechanical seals, bolted joints, bolted or flanged joints, welds and seals.
- o. Twelve (12) months from the date of registration or 100.000 km, whichever applies first, for pulleys in general, such as clutch pulleys, tensioner pulleys, intermediate pulleys, guides.... as long as it falls within the scope of bodywork maintenance.
- p. Twelve months (12) from the date of registration or 100.000km, whichever applies first, for adjustment and misalignment problems arising during assembly of the compressor unit provided that the support and tensioning elements fall within the scope of bodywork maintenance.

HISPACOLD may also request further clarification, on an ad hoc or systematic basis, regarding particular types of faults, or request return of defective materials, etc. in order to be able to deal with specific faults under warranty.

11. SALES OF SPARE PARTS

It is advisable to go to the nearest HISPACOLD dealer or official workshop. As the network is constantly evolving, it is always recommended that you go online for the latest information which you can access via the HISPACOLD website, www.hispacold.es or by using the direct link: <http://www.hispacold.es/es/red-mundial>.

If you do not have a supply network in the same country, you can contact the After-Sales department directly. Contact details can be found on the website: www.hispacold.es or via the direct link: <http://www.hispacold.es/es/contacto/sat>.

11.1 Catalogue

The list of high rotation spare parts is available on the website: <https://hispacoldparts.hispacold.es>. To access it you must contact the Sales Management Area through the website: www.hispacold.es or using the link: <http://www.hispacold.es/es/contacto/gestion-de-ventas>.

11.2 Prices

For the current price list for spare parts, the Sales Management Area must be contacted via the website: www.hispacold.es, or by using the direct link <http://www.hispacold.es/es/contacto/gestion-de-ventas>.