

**HITACHI**

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# **Terms & Conditions of sale**

Johnson Controls - Hitachi  
Air Conditioning Europe SAS

**October 2022**



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# Commercial Warranty Terms



HITACHI



Every precaution has been taken during the design and manufacture of Hitachi Air Conditioning equipment to ensure our products conform **to the highest standards.**

In the event of a warranty fault the owner should advise their installer. The following sets out the current Hitachi Air Conditioning warranty policy.



## WARRANTY PERIOD

For all **RAC** products the warranty period shall be for **36 months** (3 years) from date of invoice.

- S-Series
- Shirokuma
- Summit / Airhome
- Performance
- Standard
- Mono/Multizone\*
- Yutampo
- Light Commercial

For all **Samurai Chillers** the warranty period shall be for **36 months** (3 years) from date of invoice.

- Hi Efficiency Air Cooled Samurai L
- Hi Efficiency Water Cooled
- Hi Efficiency Condenser less
- Air Cooled Samurai M
- Air Cooled Samurai S

For all **Utopia** and **Set Free** products the warranty period shall be **60 months** (5 years) from date of invoice.

- System Free indoor units
- Set Free outdoor units\*
- Changeover boxes
- Branch kits
- Global PAC Primary Systems\*
- Utopia IVX Comfort\*
- Utopia IVX Premium\*
- Utopia IVX Centrifugal outdoor units\*
- Total Heat Exchanger
- Econofresh
- Yutaki-M
- Yutaki-S
- Yutaki-SCombi
- Yutaki-S80

For all **Central Control Systems** the warranty period shall be for **36 months** (3 years) from date of invoice.

- CS NET / Manager
- Modbus
- I-O
- BACNet
- KNX
- HARC LonWorks®
- All other controllers will be covered under the warranty period for the applicable indoor unit.

For all **spare parts**, the warranty period shall be **12 months** (component replacement ONLY no labour allowance included).

Within the above specified time periods products are guaranteed against manufacturing faults in workmanship and material. The faulty component will be replaced free of charge provided the correct procedures are complied with, and a labour contribution can be claimed during the first 3 years\*\*, the amounts are shown on the next page. Hitachi Air Conditioning equipment must be installed using the correct working practices and installed within the parameters set out in the technical manuals for each unit. Regular maintenance must be carried out (minimum of every 6 months, site dependant, by a qualified installer) in accordance with the manufacturer's recommendations.

\*\* Except spares which are parts only

# LABOUR CONTRIBUTION

<b>RAC, Utopia, Domestic Heating range and System Free components and replacements</b>	<b>Price</b>
Repair of Refrigerant Leak	<b>€116.00</b>
Replacement of Refrigeration Circuit Component(s)	<b>€132.00</b>
Replacement of Outdoor Unit/Evaporator Fan Motor(s)	<b>€50.00</b>
Replacement of Outdoor Unit/Evaporator Fan Blade(s)	<b>€39.00</b>
Replacement of Electrical Component(s)	<b>€50.00</b>
Replacement of Panel(s)	<b>€50.00</b>
Replacement of Swing Louvre Motor(s)	<b>€44.00</b>
Replacement of In-Built Water Lift Pump	<b>€66.00</b>
Replacement of Complete Unit	<b>€160.00</b>
Compressors – up to 2.5HP	<b>€160.00</b>
Compressors – 3.0 to 4.0HP	<b>€193.00</b>
Compressors – 5.0 to 6.0HP	<b>€220.00</b>
Compressors – 8.0 to 12HP	<b>€264.00</b>

<b>Set Free VRF Compressor replacement</b>	<b>Price</b>
Set Free 3.0HP to 6.0HP	<b>€220.00</b>
Set Free 8.0HP to 20HP	<b>€270.00</b>
Set Free 22HP to 32HP	<b>€292.00</b>
Set Free 34HP to 54HP	<b>€363.00</b>

# LABOUR CONTRIBUTION

Set Free VRF Component replacement	Price
Replacement of Refrigeration Circuit Component	€220.00
Replacement of Outdoor Unit Fan Motor	€61.00
Replacement of Outdoor Unit Fan Blade	€44.00
Replacement of Electrical Component	€61.00
Repair of Refrigerant Leak	€171.00
Replacement of CH Box	€220.00
Replacement of Panels	€50.00

Set Free Chiller Component replacement	Price
Replacement Compressor	€660.00
Replacement of Fan Motor	€88.00
Replacement of Fan Blade	€61.00
Replacement of Refrigeration Component	€363.00
Replacement of Electrical Component	€88.00
Repair of Refrigerant Leak (brazed joint)	€48.00
Repair of Refrigerant Leak (mechanical joint)	€242.00
Replacement of Covers/Panels	€88.00

All warranty claimants will also be entitled to a site attendance fee of €50.00 to cover the cost of travelling time and mileage.\*\*\*e.g., a fan motor and louvre motor replacement on Utopia outdoor unit would be:

- 1 x Attendance @ €50.00 attendance fee
- 1 x Fan Motor @ €50.00 labour allowance
- 1 x Swing Louvre Motor @ €45.00 labour

allowance giving a total allowance of €145.00 for the claim. This will be credited to your account upon request. All requests must be made within 60 days of the original failure date. If two components fail in the same category i.e., PCB and Transformer or fan motor and blade, then the labour allowance would only be applicable once.

\*\*\*One attendance fee per serial number or site, per month will be accepted. Hitachi Air Conditioning reserves the right to amend the warranty policy procedure without notice.

## PLACING A CLAIM

### Place your claim online

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Contact the warranty department on **0203 9010913**, and ask for your secure login to be set up and place your warranty claim online at [hitachi-hvac.com/en/service](http://hitachi-hvac.com/en/service). You can then track the progress of your claim “live” online, and gain access to tracking and despatch details and receive email notification of your warranty progression.

If any of the information is not available at the time of claim, then parts can be ordered via the HI-Parts website and a credit arranged retrospectively when all the information is available and the warranty claim has been approved. (This must be within 60 days of the original date of failure).

All warranty **claims must be made within 60 days of failure**. Any claim submitted after the 60-day period WILL NOT be considered for approval.

Parts should be held by the customer for a period of 30 days during which time if required, Hitachi Air Conditioning can request the return of the parts at our cost for inspection and an RMA number will be issued. If it is deemed to have failed “out of warranty” the part will be invoiced to the customer at our standard spare parts rate.

All components requested to be returned should be sent to:

**Hitachi Air Conditioning (Warranty Department)**  
**Building 7, Foundation Park, Roxborough Way, Maidenhead,**  
**SL6 3UD, United Kingdom.**

Clearly marked with the Warranty number. Components returned without a valid Warranty number will not be accepted.

Repeat warranty requests will be subject to Hitachi Air Conditioning investigation and possible site visit. An official purchase order will be required to purchase the part, pending a decision on the validity of the claim. All parts will be inspected within 14 days, and a credit issued if the warranty is accepted. For warranty claims rejected following inspection, the part will be returned and invoiced to the customer at our standard spare parts rate and, if applicable, a site visit charge of £650.00 per day.

Normal wear and tear is excluded.

Any claim not submitted in accordance with Hitachi Air Conditioning procedures WILL NOT be considered for credit.



# Terms and Conditions of Sale

Johnson Controls - Hitachi Air Conditioning Europe SAS





# Terms and Conditions of Sale

## Johnson Controls - Hitachi Air Conditioning Europe SAS

### 1. DEFINITIONS

In these conditions;

- (1) "HITACHI" means: Johnson Controls Hitachi Air Conditioning Europe SAS, UK Branch, (registration no. BR015653), with registered office located at Building 7, Foundation Park, Roxborough Way, Maidenhead, SL6 3UD, United Kingdom.
- (2) "Buyer" means: the person, firm or company specified overleaf, to whom HITACHI's Quotation, Sales Confirmation or Invoice is addressed.
- (3) "Goods" means: the goods to be sold by HITACHI to the Buyer under the Contract.
- (4) "Contract" means: the contract of sale hereby formed between HITACHI and

### 2. CONSTRUCTION OF CONTRACT

- (1) The terms of the Contract shall consist of the particulars overleaf and these conditions. Any term overleaf which is at variance with these conditions shall prevail over these conditions, which shall be construed accordingly, except with regard to price in respect of which provisions of sub clause 6 (2) shall prevail.
- (2) No other terms (whether contained in any Document issued by the Buyer or in any written or oral communication between the parties) shall apply to the Contract nor shall these conditions or the particulars overleaf be modified without HITACHI's written agreement.

### 3. QUOTATIONS AND ORDERS

- (1) Unless accepted before lapse or withdrawal, or renewed in writing by HITACHI, quotations shall lapse automatically after 30 days, but may be withdrawn earlier by HITACHI.
- (2) Quotations are for information only and are not firm offers. There shall be no binding contract until HITACHI has accepted the buyer's order by dispatching HITACHI's official sales confirmation.

### 4. DELIVERY

- (1) The scope of supply by HITACHI under the Contract shall be strictly limited to those specified overleaf, and no other goods or services are included.
- (2) HITACHI will use all reasonable endeavours to deliver the Goods on or before the delivery date specified overleaf, however, HITACHI does not undertake, guarantee or warrant that delivery will be made on the delivery date specified.
- (3) Any such delivery date specified shall be extended by any period or periods during which the manufacture or delivery of the Goods or other work by HITACHI in connection with this Contract is prevented, hindered, delayed or rendered uneconomic by reason of a Force Majeure Event (as defined in clause 18 below).
- (4) The Buyer acknowledges that, in the case of semiconductor products, optoelectronic products and other electronic components, due to the advanced technology in the Goods and the specialist nature of the manufacturing process, manufacture of the Goods by HITACHI's normal means may result in a loss of yield. In the event of such a loss of yield HITACHI shall notify the Buyer and shall use its reasonable endeavours to supply the Goods in accordance with this Contract. If due to a Force Majeure Event or due to loss of yield HITACHI has insufficient stocks to meet all its commitments HITACHI may apportion stock between

its customers at its sole discretion.

- (5) If any delivery time specified overleaf is so extended by more than 90 days then the Buyer shall be entitled to give written notice to HITACHI requiring the Goods to be delivered within 30 days of the date of such notice, failing which the Buyer shall have the right to give further written notice determining the Contract forthwith.
- (6) HITACHI shall be entitled to deliver the Goods in one or more instalments. Where delivery is effected by instalment each instalment shall be treated as a separate contract. Delay in delivery or other default of any instalment shall not relieve the Buyer of its obligations to accept and pay for the remaining deliveries.
- (7) In the case of the Buyer residing in the United Kingdom, unless otherwise stated, HITACHI will at its own expense deliver to the Buyer's premises. In the case of exports, unless otherwise stated, delivery will be FOB (Incoterms 2010) at a UK port designated by HITACHI.
- (8) The delivery by HITACHI of a greater or lesser quantity of the Goods than the quantity provided for in the Contract, the delivery of other goods not provided for in the Contract, or the delivery of the Goods only some of which are defective, shall not entitle the Buyer to reject all of the Goods delivered. In order that HITACHI can comply with its carrier's conditions any claim in respect of error in quantity or type of Goods or in respect of damage to the Goods in transit must be made in writing to HITACHI and the carrier notified in both cases within 3 days of receipt of the Goods. If the condition of the goods is not checked on delivery and signed for as 'Good' claims for damage will not be accepted. Failure to make such claim shall constitute unqualified acceptance of the Goods and waiver by the Buyer of all claims relating to error in quantity or type of goods delivered or relating to the condition of Goods delivered. Similarly, if any Goods invoiced by HITACHI are not delivered, in order that HITACHI can claim against its carriers where appropriate the Buyer must notify HITACHI within 10 days of the date of invoice, failing which the Buyer will be liable to pay for the Goods in full. Where liability for error in quantity, or type of Goods or in respect of damage to the Goods in transit is accepted by HITACHI, HITACHI's only obligation shall be, at its option, to make good any shortage or non-delivery and/or as appropriate to replace or repair any Goods found to be damaged or defective and/or to refund the cost of such Goods to the Buyer.
- (9) If the Buyer refuses or fails to take delivery of Goods tendered in accordance with this Contract HITACHI shall be entitled to terminate this Contract with immediate effect, to dispose of the Goods as HITACHI may determine, and to recover from the Buyer any loss and expenses incurred as a result of such refusal or failure.
- (10) Section 32 (2) of the Sale of Goods Act 1979 shall not apply. HITACHI shall not be required to give the Buyer the notice specified in Section 32 (3) of the Act.
- (11) Unless expressly agreed in writing by HITACHI, all Goods shall be packed in accordance with HITACHI's standard practice. The Buyer shall meet the costs of any special packaging requested by the Buyer or any packaging rendered necessary by delivery by any means other than HITACHI's normal means of delivery.

## Terms and Conditions of Sale

### Johnson Controls - Hitachi Air Conditioning Europe SAS

#### 5. RISK AND TITLE

(1) NOTWITHSTANDING DELIVERY, PROPERTY IN THE GOODS SUPPLIED SHALL REMAIN WITH HITACHI UNTIL THOSE GOODS HAVE BEEN PAID FOR IN FULL (TOGETHER WITH ANY ACCRUED INTEREST).

(a) RISK IN THE GOODS SHALL PASS ON DELIVERY. The Buyer shall store the Goods separately or in such a way as will show clearly that they are HITACHI's property and the Buyer will ensure that they are kept in good condition and insured against loss or damage for HITACHI's benefit. Until property in the Goods passes to the Buyer, the Buyer shall hold the proceeds of any claim on the insurance policy on trust for HITACHI and shall immediately account to HITACHI with the proceeds.

(b) THE BUYER SHALL HOLD THE GOODS IN A FIDUCIARY CAPACITY AND AS BAILEE FOR HITACHI WHO MAY WITHOUT PREJUDICE TO ANY OTHER OF ITS RIGHTS REPOSSESS THE GOODS TO WHICH IT HAS RETAINED TITLE AS AFORESAID and thereafter re-sell the same and for this purpose the Buyer hereby grants an irrevocable right and license to HITACHI's servants and agents to enter upon all or any of its premises with or without vehicles during normal business hours for the purpose of inspecting and/or repossessing Goods to which it has retained title. This right shall continue to subsist notwithstanding the termination of this Contract for any reason and is without prejudice to any accrued rights of HITACHI hereunder or otherwise.

(c) The Buyer agrees to provide HITACHI, within twenty-four hours of a written request made by HITACHI, a certificate stating (i) the Goods that the Buyer still holds and that the Buyer has its custody, directly or through a third party depository; and (ii) the names and contact information (address, telephone number and email) of any subsequent purchasers of the Goods, and the amounts owed by such purchasers to the Buyer.

(d) HITACHI may at any time detach or separate any of its Goods which may have been incorporated in or attached to goods belonging to the Buyer or any third party.

(2) HITACHI reserve the right, exercisable at its option by notice in writing to the Buyer, to waive the provisions of sub clause 5 (1) above at any time before payment has been made for the Goods supplied by the Buyer and to declare that property in the Goods shall have passed to the Buyer.

(3) Notwithstanding that property in the Goods shall not have passed to the Buyer, HITACHI, without prejudice to any other of its rights, may sue for the price of the Goods supplied in the event that payment is not made on the due date.

(4) Any return of Goods wholly or partly by the Buyer to HITACHI, except in the case of defective Goods pursuant to Clause 8, shall be subject to HITACHI's prior written consent and Buyers payment to HITACHI of interest charges for the period from the date of HITACHI's shipment of such Goods to the Buyer to the date of HITACHI's receipt of such Goods. Freight, insurance and any other expenses incurred in connection with such return shall be borne by the Buyer.

#### 6. PRICES

Unless otherwise stated overleaf, prices of the Goods shall be exclusive of VAT, export duty and foreign import duty and any other import or other taxes, which shall where applicable be paid by the Buyer. (2) Prices stated in any quotation or in HITACHI's Sales Confirmation are provisional only and subject to adjustment to take account of increases in HITACHI's costs and overheads, including, without limitation, costs of carriage and labour costs. The Contract price shall be HITACHI's price ruling at the date of dispatch. All quotations/sales confirmations and invoices are issued subject to the unconditional reservation of HITACHI's right to adjust prices in respect of the following:-

- (a) Changes in the prevailing exchange rate between the currency in which the price is to be paid and the Japanese Yen;
- (b) Changes in the current EU or UK's import duty.

#### 7. PAYMENT

(1) If HITACHI has granted the Buyer credit facilities, the payment of the price must be made in full within 30 days of the date of invoice, unless otherwise specified overleaf or agreed to by HITACHI. Any extension of credit allowed for the Buyer may be changed or withdrawn at any time. Where no credit has been granted, payment must be made in full in cash prior to delivery. Payment shall be made in full direct to HITACHI in the currency invoiced. The Buyer shall not be entitled to exercise any right of set-off, counter claim, abatement or analogous deduction against payment due to HITACHI. Time of payment is of the essence of a Contract. HITACHI reserves the right to suspend the provision of Goods to the Buyer where any amounts are overdue under any Contract with the Buyer until all such amounts have been paid.

(2) HITACHI is authorized to invoice daily interest (penalties for late payment) on any amount unpaid at the rate stipulated by the Late Payment of Commercial Debt Regulations 2013 (as amended) from the due date until the date of actual payment of all unpaid amounts (including interest) (after, as before, judgment). Costs in excess may also be claimed if justified.

(3) If, in the opinion of HITACHI, the creditworthiness of the Buyer shall have deteriorated prior to the delivery, HITACHI may require full or partial payment of the price prior to delivery or the provision of security for payment in full (including any accrued interest) by the Buyer in a form acceptable to HITACHI notwithstanding any credit terms that may have been agreed between HITACHI and the Buyer.

(4) Notwithstanding any purported contrary appropriation by the Buyer, all payments made by the Buyer to HITACHI shall be appropriated first to Goods which have been resold by the Buyer and then to Goods which remain in the possession or under the control of the Buyer.

(5) HITACHI is entitled to offset any amount owing to it from the Buyer against any amount owed to the Buyer by HITACHI.

## Terms and Conditions of Sale

### Johnson Controls - Hitachi Air Conditioning Europe SAS

#### 8. WARRANTIES

- (1) If the Goods are defective on delivery, and the defects arise from faulty materials or workmanship and are not caused by fair wear and tear, abnormal or unsuitable conditions of storage, transportation or use, or the combination of the Goods with any goods not supplied by HITACHI or any act, neglect or default of the Buyer or any third party and HITACHI is given written notice of the defects promptly upon discovery by the Buyer and at any rate within six months (or such other period of time as may specifically be agreed to by HITACHI for certain types of Goods) after delivery then, unless otherwise specified overleaf, HITACHI's sole obligation shall be (at its option) to repair or replace the defective item or allow the Buyer the price thereof and to pay or reimburse the reasonable carriage charges for the return of defective Goods to the Buyer and for delivery of the replaced or repaired item.
- (2) Unless otherwise agreed between HITACHI and the Buyer, if any of the Goods are not HITACHI made, the provisions of sub clause 8 (1) above shall apply only to the extent covered by any warranty made by the supplier of such Goods to HITACHI.
- (3) The Buyer shall retain the Goods at its premises until instructed by HITACHI to return them. Goods alleged to be defective shall be subject to inspection and testing by HITACHI at its own or (if HITACHI so chooses) at the Buyer's premises and the Buyer shall allow HITACHI adequate facilities at the Buyer's premises to investigate the complaint.
- (4) Subject to sub clause 8 (1) above, HITACHI gives no representation or warranty and there is not incorporated in the Contract any condition whether express or implied, statutory or otherwise, as to the Goods other than the statutory warranty of title, and any such representations, conditions or warranties are hereby expressly excluded and HITACHI shall be under no liability to the Buyer for any loss, damage or injury (including special, direct, indirect or consequential loss and loss of profit) resulting from defective materials, faulty workmanship or otherwise howsoever arising and whether or not caused by the negligence of HITACHI, its employees or agents SAVE THAT HITACHI shall accept liability for death or personal injury caused by the negligence of HITACHI.
- (5) Subject to sub clause 8 (1), the warranty for RAC products shall be 36 months after delivery of the Goods or from the date of invoice, whichever is earlier.
- (6) Subject to sub clause 8 (1), the warranty for Utopia, IVX, Yutaki and Set Free Systems shall be 60 months from delivery of Goods or from the date of invoice, whichever is earlier.
- (7) For further information on UK warranty terms, please visit the following website <https://warranty-eu.jci-hitachi.com/warranty/>

#### 9. INSOLVENCY AND DEFAULT

If the Buyer fails to pay HITACHI in accordance with these conditions, breaches any other of these conditions or is the subject of collective insolvency proceedings, HITACHI may, without prejudice to its other rights, postpone delivery or manufacture of the Goods until such payment has been made or other breach rectified and/or (at its option) to terminate the Contract (and/or any other such contracts) and to recover payment for all deliveries already made and for the cost of materials and labour already expended for the purpose of future deliveries (less any allowance of the value thereof as utilized by HITACHI for other purposes) and also to recover from the Buyer a sum equivalent to HITACHI's loss of profit arising out of such termination. The exercise of HITACHI's option to postpone

delivery or manufacture shall not prevent the subsequent exercise of HITACHI's option to terminate the Contract and/or any other such contracts.

#### 10. THIRD PARTY RIGHTS

- (1) In this clause 10 "Third Party Rights" shall mean any rights under letters patent, registered or unregistered designs, trademarks, copyright or any other intellectual property rights and rights in know-how whether or not capable of being protected by statute, which are owned or controlled by any third party.
- (2) Where any of the Goods are produced to the Buyer's specification or where the Buyer's use of the Goods infringes any Third Party Rights notwithstanding that the Goods themselves do not constitute such an infringement, the Buyer shall indemnify HITACHI against all actions, claims, costs, damages or losses arising from any infringement of such rights in respect of the Goods so produced or the use to which the Buyer has put the Goods as the case may be.
- (3) Any reference by HITACHI to patents, copyright, registered designs, trademarks and analogous forms of protection shall not constitute a warranty of the validity thereof.
- (4) HITACHI does not warrant that the Goods do not infringe any Third Party Rights, and all warranties to that effect whether express or implied, statutory or otherwise are hereby excluded. If at any time it is alleged that the Goods infringe any Third Party Rights, or if in HITACHI's reasonable opinion such an allegation is likely to be made, HITACHI may at its option and at its own expense:
  - (a) modify or replace the Goods without detracting from the overall performance of the Goods, so as to avoid the infringement; or
  - (b) procure for the Buyer the right to continue to use the Goods; or
  - (c) repurchase the Goods at the price paid by the Buyer.
- (5) HITACHI shall have no liability to the Buyer in the event of Goods infringing or being alleged to infringe any Third Party Rights. In the event that the Goods are or may be the subject of Third Party Rights, HITACHI shall be obliged to transfer to the Buyer only such right, title or interest as HITACHI may have.
- (6) The Buyer shall notify HITACHI forthwith of any claim made or action brought or threatened alleging infringement of any Third Party Rights. HITACHI shall have control over and conduct any such proceeding in such manner as it shall determine. The Buyer shall provide all such reasonable assistance in connection therewith as HITACHI may request.

#### 11. SPECIFICATIONS AND INFORMATION

- (1) Unless expressly agreed in writing by HITACHI, all drawings, designs, specifications and particulars of dimensions and weights and other such information submitted by HITACHI are approximate only and HITACHI shall have no liability in respect of any deviation there from.
- (2) HITACHI accepts no responsibility for any errors, omissions or other defects in any drawings, designs or specifications prepared by, or on behalf of, the Buyer or the Buyer's agents, subcontractors or employees, and HITACHI shall be indemnified by the Buyer against any and all liabilities and expenses incurred by HITACHI arising there from.
- (3) All drawings, designs, specifications and information submitted by HITACHI are confidential and shall not be disclosed to any third party without HITACHI's written consent.

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#### 12. LIMITATION OF LIABILITY

- (1) HITACHI shall not be liable for any indirect or intangible loss, such as: loss of revenue, loss of goodwill, loss of data, operating loss and/or loss of anticipated savings in each case howsoever caused.
- (2) Without prejudice to sub clause 12(1) HITACHI shall not be liable to the Buyer for any loss or damage whether for negligence, breach of contract, misrepresentation or otherwise, for a sum greater, in aggregate, than the amount actually paid by the Buyer to HITACHI under the Contract.
- (3) The limitation of liability in sub clauses 12 (1) and 12 (2) above shall not operate to exclude or restrict HITACHI's liability for fraud or deceit or for death or personal injury caused by its negligence.
- (4) For the avoidance of doubt HITACHI will have no liability to the Buyer for any delays in deliveries due to circumstances described in sub clauses 4(3) and 4 (4) of these conditions.

#### 13. ASSIGNMENT

Neither party shall without the prior written consent of the other party (which shall not be unreasonably withheld) assign or sub-contract any of its rights or duties under the Contract and upon such consent being given shall furnish copies of any such assignments to the other party.

#### 14. LICENSES AND CONSENTS

- (1) If any license or consent of any government or other authority shall be required for the acquisition, carriage or use of the Goods by the Buyer, the Buyer shall obtain the same at its own expense and if necessary produce evidence of the same to HITACHI on demand. Failure to do so shall not entitle the Buyer to withhold or delay payment of the price. Any additional expenses or charges incurred by HITACHI resulting from such failure shall be for the Buyer's account.
- (2) If HITACHI needs to obtain an export license from the competent authorities of any country, the Buyer shall furnish HITACHI with all information required by HITACHI for such purpose, including, but not limited to, the country of ultimate destination and the name and address of the end-user and any consignee(s), and shall warrant that such information is true, accurate and sufficiently detailed. The Buyer further agrees to take all necessary procedures to act in full compliance with all applicable governmental requirements, including but not limited to applicable economic sanctions and constraints administered by the U.S. Department of the Treasury and applicable export control measures administered by the U.S. Departments of Commerce and State, any other U.S. government agencies, and measures administered by the European Union or the government agencies of any other countries. This includes the acquisition of international import certificates, licenses, permits and delivery verifications, as applicable. In the event that any of the Goods, or any materials, parts or components incorporated in them, or relevant technical data supplied by HITACHI are of United States origin, the Buyer agrees to comply with the U.S. Export Administration regulations.
- (3) The Buyer shall not directly or indirectly sell, transfer, export, re-export or make available the Goods, (wholly or partly), any relevant technical data (including software), technology or services to Cuba, Iran, North Korea, Sudan, Syria and Crimea or any other destination, person or organization subject to U.S., United Nations, EU and/or national sanctions or restrictions, including any entities or persons in those countries, representing those countries, or who ever held citizenship in

those countries, either directly or indirectly.

- (4) The Buyer shall not sell, transfer, export, re-export or make available the Goods, (wholly or partly), any relevant technical data (including software), technology or services to a person or entity subject to governmental restrictions or prohibitions.
- (5) The Buyer confirms that the Goods or any relevant technical data will not be used:
  - (a) For purposes related to any weapons of mass destruction, nuclear, rocket system, unmanned air vehicle, missile, chemical and biological, military (if destined for China, Russia or Venezuela), maritime nuclear propulsion end-uses;
  - (b) For end-use on a vessel or aircraft, unless the country of location, country of registration, and the country in control (including leasing or chartering) are all authorized.
- (6) The Buyer shall keep documentation from the date of HITACHI's shipments and at least for the minimum legal retention period consistent with the local laws, as evidence that all Goods supplied to the Buyer have been received in the destination permitted under the laws of the government issuing the export license, and the Buyer will produce such evidence upon HITACHI's request.
- (7) HITACHI's obligations under any Contract shall be conditional upon all necessary licenses or consents being obtained from the relevant authorities and the ability of HITACHI to supply such the Goods consistent with the laws and regulations of the U.S. and other governments. (8) The Buyer shall separately confirm to HITACHI the strict observation hereof of this clause 14 (Notice of Confirmation).

#### 15. WAIVER

Failure by HITACHI to exercise or enforce any rights hereunder shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

#### 16. NOTICES

- (1) Any notice hereunder shall be deemed to have been duly given if sent by pre-paid normal post, telex, or telefax to the party concerned as its last known address. Notices sent by normal post shall be deemed to have been given seven days after dispatch and notices sent by telex or telefax shall be deemed to have been given on the date of dispatch.
- (2) Buyer must promptly notify Hitachi in writing of any: (i) criminal conviction; (ii) debarment; (iii) indictment or other charge of violating criminal statutes or regulations; (iv) ineligibility to contract with or to receive a license or other form of authorization for a government agency; or (v) denial, suspension, or revocation of eligibility to be involved in exports, imports, or conduct business.

#### 17. CANCELLATION

The contract may be cancelled or rescheduled by the Buyer only with HITACHI's written consent. In the event of such cancellation the Buyer shall pay to HITACHI a cancellation charge, equal to HITACHI's cost incurred up to the date of cancellation plus HITACHI's loss of profit. The amount of such charge shall be notified to the Buyer upon HITACHI's written acknowledgement of cancellation and shall be paid within 30 days of such notification.

## Terms and Conditions of Sale

### Johnson Controls - Hitachi Air Conditioning Europe SAS

#### 18. FORCE MAJEURE

- (1) If HITACHI is prevented, hindered or delayed from or in supplying the Goods in accordance with these conditions by a Force Majeure Event HITACHI may, at its option:
- (a) suspend deliveries while the Force Majeure Event continues;
  - (b) if HITACHI has insufficient stocks to meet its commitments, apportion available stocks between its customers as it decides; or
  - (c) terminate any contract so affected with immediate effect by written notice to the Buyer; and HITACHI shall not be liable for any loss or damage suffered by the Buyer as a result.
- (2) In this clause "Force Majeure Event" means an event beyond the reasonable control of HITACHI including, without limitation, strike, lock-out, labour dispute or shortage of labour, act of God, war, riot, civil commotion, malicious damage, compliance with a law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, earthquake, shortage of utilities, materials or other circumstances affecting the supply of materials from HITACHI's normal source of supply for materials for the Goods.

#### 19. ENVIRONMENTAL

The Buyer shall be responsible for all obligations, financial or otherwise, imposed in respect of the Goods, on either of the parties, under any environmental legislation applicable to the parties, including but not limited to Directive 2012/19/UE on waste of electrical and electronic equipment and any legislation enacted pursuant to it.

#### 20. LAW AND JURISDICTION

The law of the Contract shall be English law and the parties hereby submit to the jurisdiction of the English Courts save that HITACHI shall be entitled to bring proceedings against the Buyer in the courts of any jurisdiction where the Buyer resides or carries on business.

#### 21. INTELLECTUAL PROPERTY RIGHTS

The Buyer agrees that it shall not obtain any right, title or interest in or to any intellectual property (including, without limitation, patents, trademarks, registered or unregistered designs, copyrights and rights in designs or inventions) in the Goods and that it shall not do or permit anything to be done in its use of such intellectual property in the Goods which would or could jeopardize their validity.

#### 22. GENERAL

- (1) Headings herein are for easy reference purpose only, and shall not be construed as defining the scope or meaning of any provisions.
- (2) The invalidity, illegality or unenforceability of the whole or part of a condition does not affect or impair the continuation in force of the remainder of these conditions.
- (3) A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- (4) A reference to a statutory provision includes a reference to the statutory provision as modified or re-enacted or both from time to time and any subordinate legislation made under the statutory provision.

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#### INCORRECTLY ORDERED EQUIPMENT

The customer must inform Hitachi within 14 days of delivery in the event of delivered equipment being found to be incorrectly ordered. The cost of returning the equipment will be paid by the customer. The restocking charge for returned equipment is 20% of the goods value. Hitachi will charge the customer the full cost of the returned equipment if any of the below effect the resale of the equipment:

- (a) Equipment is damaged
- (b) Packaging is damaged
- (c) Manuals are missing
- (d) Accessories are missing.

All returned equipment is subject to :

- (a) The Incorrectly ordered Return form is completed and submitted
- (b) Inspection of the equipment before any credit is approved.

#### NON-RETURNABLE EQUIPMENT

The equipment listed below, is manufactured on demand, or manufactured by an OEM, JCH will not accept any return.

##### Description

- Return plenum RAD 50-70
- Return plenum RAD 18-50
- Plenum 250 mm 2 outlets RAD 50-70
- Plenum 250 mm 3 outlets RAD 50-70
- Plenum 250 mm 4 outlets RAD 50-70
- Plenum 250 mm 5 outlets RAD 50-70
- Plenum 250 mm 6 outlets RAD PPA/PPD/RPE
- Plenum 250 mm 2 outlets RAD 18-50
- Plenum 250 mm 3 outlets RAD 18-50
- Plenum 250 mm 4 outlets RAD 18-50
- Plenum 300 mm 2 outlets RAD 50-70
- Plenum 300 mm 3 outlets RAD 50-70
- Plenum 300 mm 4 outlets RAD 50-70
- Plenum 300 mm 5 outlets RAD 50-70
- Plenum 300 mm 6 outlets RAD 50-70
- Plenum 300 mm 2 outlets RAD 18-50
- Plenum 300 mm 3 outlets RAD 18-50
- Plenum 300 mm 4 outlets RAD 18-50
- Plenum 300 mm 5 outlets RAD 18-50
- Return plenum RPIL-FSRE 1.0~1.5HP
- Return plenum RPI-FSRE 1.5~2.0HP
- Return plenum RPI-FSRE 2.5~3.0HP
- Return plenum RPI-FSRE 4.0~6.0HP
- Return plenum RPIH-FSRE 4.0~6.0HP
- Plenum 210mm 3 outlets RPIL-FSRE 1.0~1.5HP
- Plenum 210mm 4 outlets RPIL-FSRE 1.0~1.5HP
- Plenum 210mm 5 outlets RPIL-FSRE 1.0~1.5HP
- Plenum 250mm 2 outlets RPIL-FSRE 1.0~1.5HP
- Plenum 250mm 3 outlets RPIL-FSRE 1.0~1.5HP
- Plenum 250mm 2 outlets RPI-FSRE1.5~2.0HP
- Plenum 250mm 3 outlets RPI-FSRE1.5~2.0HP
- Plenum 250mm 4 outlets RPI-FSRE1.5~2.0HP
- Plenum 250mm 3 outlets RPI-FSRE 2.5~3.0HP
- Plenum 250mm 4 outlets RPI-FSRE 2.5~3.0HP
- Plenum 250mm 5 outlets RPI-FSRE 2.5~3.0HP
- Plenum 250mm 6 outlets RPI-FSRE 2.5~3.0HP
- Plenum 250mm 5 outlets RPI-FSRE 4.0~6.0HP
- Plenum 250mm 6 outlets RPI-FSRE 4.0~6.0HP
- Plenum 300mm 2 outlets RPI-FSRE1.5~2.0HP
- Plenum 300mm 3 outlets RPI-FSRE1.5~2.0HP
- Plenum 300mm 4 outlets RPI-FSRE1.5~2.0HP
- Plenum 300mm 3 outlets RPI-FSRE 2.5~3.0HP
- Plenum 300mm 4 outlets RPI-FSRE 2.5~3.0HP
- Plenum 300mm 5 outlets RPI-FSRE 2.5~3.0HP
- Plenum 300mm 6 outlets RPI-FSRE 2.5~3.0HP
- Plenum 300mm 5 outlets RPI-FSRE 4.0~6.0HP
- Plenum 300mm 6 outlets RPI-FSRE 4.0~6.0HP
- Plenum 510mm 6 outlets RPIH-FSRE 4.0~6.0HP
- Return Plenum RPIM-(0.8~1.5)FSN4E
- Return Plenum RPI-(4.0~6.0)FSN5E
- Return Plenum RPI-(2.0~3.0)FSN5E
- Return Plenum RPI-(0.8~1.5)FSN5E
- Easyzone Medium Plenum (250 mm)RPIM-(0.8~1.5)FSN4E 2 outlets
- Easyzone Medium Plenum (250 mm) RPIM-(0.8~1.5)FSN4E 3 outlets
- Easyzone Medium Plenum (250 mm) RPI-(4.0~6.0)FSN5E 4 outlets
- Easyzone Medium Plenum (250 mm) RPI-(4.0~6.0)FSN5E 5 outlets
- Easyzone Medium Plenum (250 mm) RPI-(4.0~6.0)FSN5E 6 outlets
- Easyzone Medium Plenum (250 mm) RPI-(2.0~3.0)FSN5E 3 outlets
- Easyzone Medium Plenum (250 mm) RPI-(2.0~3.0)FSN5E 4 outlets
- Easyzone Medium Plenum (250 mm) RPI-(2.0~3.0)FSN5E 5 outlets
- Easyzone Medium Plenum (250 mm) RPI-(2.0~3.0)FSN5E 6 outlets
- Easyzone Medium Plenum (250 mm) RPI-(0.8~1.5)FSN5E 2 outlets
- Easyzone Medium Plenum (250 mm) RPI-(0.8~1.5)FSN5E 3 outlets
- Easyzone Medium Plenum (250 mm) RPI-(0.8~1.5)FSN5E 4 outlets
- Easyzone Standard Plenum RPIM-(0.8~1.5)FSN4E 2 outlets
- Easyzone Standard Plenum RPIM-(0.8~1.5)FSN4E 3 outlets
- Easyzone Standard Plenum RPIM-(0.8~1.5)FSN4E 4 outlets
- Easyzone Standard Plenum RPI-(4.0~6.0)FSN5E 5 outlets
- Easyzone Standard Plenum RPI-(4.0~6.0)FSN5E 6 outlets
- Easyzone Standard Plenum RPI-(2.0~3.0)FSN5E 3 outlets
- Easyzone Standard Plenum RPI-(2.0~3.0)FSN5E 4 outlets
- Easyzone Standard Plenum RPI-(2.0~3.0)FSN5E 5 outlets
- Easyzone Standard Plenum RPI-(2.0~3.0)FSN5E 6 outlets
- Easyzone Standard Plenum RPI-(0.8~1.5)FSN5E 4 outlets
- Easyzone Standard Plenum RPI-(0.8~1.5)FSN5E 4 outlets
- Outlet plenum 2xD200 RPIL-0.4-1.5FSRE
- Inlet plenum 2xD200 RPIL-0.4-1.5FSRE
- Inlet plenum FA 2xD200 RPIL-0.4-1.5FSRE
- Outlet plenum 3xD200 RPI-1.5/2.0FSRE
- Inlet plenum 3xD200 RPI-1.5/2.0FSRE
- Inlet plenum FA 3xD200 RPI-1.5/2.0FSRE
- Outlet plenum 5xD200 RPI-2.5/3.0FSRE
- Inlet plenum 3xD200 RPI-2.5/3.0FSRE
- Inlet plenum FA 3xD200 RPI-2.5/3.0FSRE
- Outlet plenum 5xD200 RPI-4.0-6.0FSRE
- Inlet plenum 4xD200 RPI-4.0-6.0FSRE
- Inlet plenum FA 4xD200 RPI-4.0-6.0FSRE
- Wired controller Lite (white)
- Wireless controller Lite (white)
- Wired controller Think (white)
- Wireless controller Think (white)
- Cable (2x0,5+2x0,22) 15 M
- Webserver HUB Airzone Cloud
- Wired controller Blueface (white)
- Webserver Wireless Wi-Fi and 5G
- HI-AC-KNX-16 Gateway
- HI-AC-KNX-64 Gateway
- HI-AC-BAC-16 Gateway
- HI-AC-BAC-64 Gateway
- Somfy TaHoma Gateway
- Modbus gateway for RAC indoor unit
- KNX gateway for RAC indoor unit

## Terms and Conditions of Sale

### Johnson Controls - Hitachi Air Conditioning Europe SAS

- KNX gateway for PRIMARY indoor unit
- Lagon 180 L Monobloc DHWHP
- Lagon 260 L Monobloc DHWHP
- High Efficiency Filter - (Classified as F7 based on EN779)
- High Efficiency Filter - (Classified as F7 based on EN779)
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- High Efficiency Filter - (Classified as F7 based on EN779)
- High Efficiency Filter - (Classified as F7 based on EN779)
- High Efficiency Filter - (Classified as F7 based on EN779)
- Attenuator for KPI Ventillation Unit Ø200 - (KPI-502)
- Attenuator for KPI Ventillation Unit Ø250 - (KPI-802)
- Attenuator for KPI Ventillation Unit Ø300 - (KPI-1002)
- Attenuator for KPI Ventillation Unit Ø355 - (KPI-1502~2002)
- Attenuator for KPI Ventillation Unit Ø355 - (KPI-1502~2002)
- Air Inlet Change Accessory ( RPI FSRE )
- Air Inlet Change Accessory ( RPI FSRE )
- Gravity Drain Kit
- 3Hp 1000mm Air Curtain, Surface Mounted, 3.0m Mounting Height, Inc. DX Kit, 1Ø
- 4Hp 1500mm Air Curtain, Surface Mounted, 3.0m Mounting Height, Inc. DX Kit, 1Ø
- 6Hp 2000mm Air Curtain, Surface Mounted, 3.0m Mounting Height, Inc. DX Kit, 1Ø
- 8Hp 2500mm Air Curtain, Surface Mounted, 3.0m Mounting Height, Inc. DX Kit, 1Ø
- 5Hp 1000mm Air Curtain, Surface Mounted, 4.0m Mounting Height, Inc. DX Kit, 1Ø
- 6Hp 1500mm Air Curtain, Surface Mounted, 4.0m Mounting Height, Inc. DX Kit, 1Ø
- 8Hp 2000mm Air Curtain, Surface Mounted, 4.0m Mounting Height, Inc. DX Kit, 1Ø
- 10Hp 2500mm Air Curtain, Surface Mounted, 4.0m Mounting Height, Inc. DX Kit, 1Ø
- 3Hp 1000mm Air Curtain, Recess/Void Mounted, 3.0m Mounting Height, Inc. DX Kit, 1Ø
- 4Hp 1500mm Air Curtain, Recess/Void Mounted, 3.0m Mounting Height, Inc. DX Kit, 1Ø
- 6Hp 2000mm Air Curtain, Recess/Void Mounted, 3.0m Mounting Height, Inc. DX Kit, 1Ø
- 8Hp 2500mm Air Curtain, Recess/Void Mounted, 3.0m Mounting Height, Inc. DX Kit, 1Ø
- 5Hp 1000mm Air Curtain, Recess/Void Mounted, 4.0m Mounting Height, Inc. DX Kit, 1Ø
- 6Hp 1500mm Air Curtain, Recess/Void Mounted, 4.0m Mounting Height, Inc. DX Kit, 1Ø
- 8Hp 2000mm Air Curtain, Recess/Void Mounted, 4.0m Mounting Height, Inc. DX Kit, 1Ø
- 10Hp 2500mm Air Curtain, Recess/Void Mounted, 4.0m Mounting Height, Inc. DX Kit, 1Ø
- Isolation Valve/Strainer Kit
- 1 X Pair Pre-Insulated Flexible Hose Kit - 1" for 2 to 3 hp Monoblocs
- 1 X Pair Pre-Insulated Flexible Hose Kit  
- 1 1/4" for 4 - 6 hp Monoblocs
- 1 Pack of 3 X Anti-Vibration Feet (Yutaki-M)
- 1 Pack of 2 X Anti-Vibration Feet (Yutaki-S, SCombi, S80)
- Unvented Cylinder G3 Kit
- 150L Unvented Hot Water Cylinder
- 180L Unvented Hot Water Cylinder
- 210L Unvented Hot Water Cylinder
- 250L Unvented Hot Water Cylinder
- 300L Unvented Hot Water Cylinder
- 60L Unvented Buffer Tank
- 90L Unvented Buffer Tank
- 150L Unvented Buffer Tank
- 210L Unvented Buffer Tank



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**HITACHI. CERTIFIED QUALITY**



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