

## I. General

1.1. The following Terms and Conditions of Sale and Warranty ("Terms") apply to the sale of products described in this Product Guide and products sold by Seller as an original equipment manufacturer ("OEM") which may not be included in this Product Guide ("Product" or "Products"). As used herein, "Seller" or "Belimo" refers to Belimo Aircontrols (USA), Inc., or Belimo Aircontrols (CAN), Inc., or Belimo Automation AG, or Belimo Brasil – Comércio de Automação Ltda., or Belimo Sensors, Inc. ("BSI") as applicable, and "Client" refers to the individual or business entity that purchases the Products directly from Seller. "Product" or "Products" include products sold by BSI, however "BSIP" shall refer specifically to the subset of Products sold by BSI. These Terms shall apply unless the Seller and Client mutually agree to different terms and memorialize such agreement in writing signed by both Client and Seller or (ii) unless Seller changes these Terms and publishes the Terms on its Website to be found at: [www.belimo.us](http://www.belimo.us), in which case the most recent Terms published on the Website will prevail. In case Seller's delivery includes software and/or application software and accompanying documentation, the terms of the license agreement for such software and/or application software are applicable in addition to these Terms. However, in case of conflicts between the terms and conditions of the license agreement and the Terms, the terms and conditions of the license agreement shall prevail.

1.2. Client's order of any Product, or Seller's providing of any service or calibration is expressly conditioned upon Client's assent of these Terms, and Client's order of any Product, or Seller's performing of any service or calibration constitutes Client's acceptance of these Terms. No additional or different terms or conditions in any form delivered to Seller from Client apply. Such additional or different terms or conditions are hereby deemed material alterations to these Terms, and Seller hereby notifies Client of its objection to and rejection of such additional or different terms or conditions.

## 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 or Belimo Brasil – Comércio de Automação Ltda. 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 where the total order has 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 e-commerce ordering system at: [www.belimo.us](http://www.belimo.us).

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

2.4. 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., and 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 or Belimo Brasil – Comércio de Automação Ltda. Payments on 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 only basis.

## IV. Title and Risk

4.1. Title to Products will pass to Client from the Seller based upon the agreed Incoterms as stated on the Order Confirmation. The Seller retains the right to a return of the Product when payment is not received.

## 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 or custom order 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.

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

7.5. Any products that are designed to a Client's unique specifications (e.g. retrofit) are not returnable.

## VIII. Handling, Installation and Use of Products

8.1. Products are only intended for installation and commissioning by trained technicians.

8.2. The installation and exchange of Products may only be carried out by trained technicians. Products may only be handled by trained technicians and only in accordance with the most current valid data and installation sheets.

## IX. Limited Warranty

### A. 5-year Limited Warranty / 7-year Extended Warranty

9.1. Products that are designated by Seller as carrying a 5-year warranty to a location in the United States, Canada, or Latin America shall carry a 5-year warranty. Products that are granted an extended 7-year warranty by Seller (due to a Belimo IoT connection) to a location in the United States, Canada, or Latin America shall carry a 7-year warranty. Seller warrants that the Products carrying either a 5 or 7-year warranty shall be (a) new, (b) free from defects and free from nonconformity in design, specifications, or material, (c) will perform as expected when installed in the correct and proper manner in a proper application, and (d) free of any lien, encumbrance, or claim. The 5 or 7-year warranty is unconditional for the first two years from the date of sale of the Products to Client, subject to the Limitation On Warranty in Section 9E. 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.

### B. 2-year Conditional Warranty

9.2. Products that are designated by Seller as carrying a 2-year warranty to a location in the United States, Canada, or Latin America shall carry a 2-year warranty. Seller warrants that the Products carrying a 2-year warranty shall be (a) new, (b) free from defects and free from nonconformity in design, specifications, or material, (c) will perform as expected when installed in the correct and proper manner in a proper application, and (d) free of any claims, encumbrances, or liens. 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.

### C. 1-year Conditional Warranty

9.3 Products that are designated by Seller as carrying a 1-year warranty to a location in the United States, Canada, or Latin America shall carry a 1-year warranty. Seller warrants that the Products carrying a 1-year warranty shall be (a) new, (b) free from defects and free from nonconformity in design, specifications, or material, (c) will perform as expected when installed in the correct and proper manner in a proper application, and (d) free of any claims, encumbrances, or liens. The 1-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.

### D. Service and Calibration Warranty

9.4 Seller warrants that repair service provided by Seller will (a) be performed in a workmanlike manner and (b) will be free of defects in material replaced. Seller's service warranty period shall be 90 days from the date of the service performed, and covers all labor and parts Seller has replaced which are necessary to return the Product to good operating condition. For calibration provided by Seller, Seller warrants that (a) calibration will be performed in a workmanlike manner, (b) the certificate of calibration accurately reflects the calibration service performed, and (c) if applicable, the calibration will be provided in accordance with the appropriate standards. Seller's calibration warranty period shall be 90 days from the date of the calibration performed, and if Seller's calibration fails to meet the warranty stated within that 90-day period, Seller will perform the same calibration, to the same extent and on the same conditions as the original calibration. Seller does not warrant the calibration interval. If no interval is specified by Client, the Product documentation may indicate Seller's recommended interval of calibration. Notwithstanding anything to the contrary herein, Seller does not warrant or represent that all defects can and will be corrected.

### E. Limitation On Warranty; Warranty Disclaimer

9.5. 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;
- (d) damage to Products not caused by Seller;
- (e) failure of Client to follow operating instructions, installation instructions, calibration instructions and recommended calibration intervals, or any other instructions in the operation manual or other product documentation provided by Seller;
- (f) continued use of a product once a defect or fault occurs; or
- (g) any other condition not caused by a defect in design, specifications, material or workmanship;

9.6. 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. All Seller warranties are extended only to Client and are non-transferrable. All Seller warranties shall extend only to HVAC use of the Products originating from Belimo Aircontrols (USA), Inc., or Belimo Aircontrols (CAN), Inc., or Belimo Automation AG, or Belimo Brasil – Comércio de Automação Ltda. All BSI warranties shall extend only to gas monitoring and gas detecting use of BSIP. If Products originating from Belimo Aircontrols (USA), Inc., or Belimo Aircontrols (CAN), Inc., or Belimo Automation AG, or Belimo Brasil – Comércio de Automação Ltda. are used in non-HVAC applications (e.g., aircraft, industrial processes, etc.), Seller's warranties will 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. Representations and warranties made by any person, including dealers and representatives of Seller, which are inconsistent or in conflict with these Terms, shall not be binding unless presented in writing and signed by a duly authorized representative of Seller.

9.7. Both the conditional and unconditional warranties with respect to the Products cover the Products only, and do NOT cover labor associated with the troubleshooting, removal, or replacement of such Products. Client is solely responsible for purchasing any gas, regulators, components, or any other materials required for calibration.

**9.8. EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN SECTION IX SELLER MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTY OF MERCHANTABILITY.**

### F. Remedies

9.9. If a defect arises in the Product and an RMA is issued as provided in Section 9.10, 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.

9.10. Client cannot return Products to Seller unless: (i) Client notifies 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.

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

9.12. 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.us](http://www.belimo.us).

9.13. If Seller determines that a problem cannot be resolved without Product replacement, 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.

9.14. All returned Products should be packaged appropriately to prevent further damage. Seller reserves the right to refuse any returned Product if improperly packaged or labeled (e.g. without an RMA number on the outside of packaging). 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.

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

9.16. 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, specified 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").

9.17. 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 valve products 2½" in diameter or greater, a purchase order is required. 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.

9.18. 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.

## X. Liability; Indemnification

### A. LIABILITY DISCLAIMER

**10.1. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY TO CLIENT OR ANY THIRD PARTY FOR ANY (a) LOST PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR (b) ANY DAMAGES WHATSOEVER RESULTING FROM THE PERFORMANCE OF A PRODUCT, OR A TEMPORARY OR PERMANENT LOSS OF USE OF A PRODUCT, OR ARISING OUT OF ANY SERVICES OR CALIBRATION PROVIDED HEREUNDER, HOWEVER CAUSED UNDER ANY THEORY OF LIABILITY AND WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR OTHERWISE. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED HEREIN. SELLERS MAXIMUM AGGREGATE LIABILITY UNDER, ARISING FROM, OR IN CONNECTION WITH THE SALE OF ITS PRODUCTS TO CLIENT OR SERVICE OR CALIBRATION PROVIDED TO CLIENT, SHALL BE LIMITED TO THE AMOUNT PAID BY CLIENT FOR THE PRODUCT DEEMED RESPONSIBLE FOR THE LOSS OR DAMAGE, OR AMOUNT PAID BY CLIENT FOR SELLER'S SERVICE OR CALIBRATION.**

10.2. Client releases 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 products 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.

### B. INDEMNIFICATION

**10.4 CLIENT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS SELLER, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, AND ASSIGNS, ITS AFFILIATES, AND THEIR AFFILIATES' EMPLOYEES, AGENTS, AND REPRESENTATIVES AND ASSIGNS FROM AND AGAINST ALL CAUSES OF ACTION, COMPLAINTS, CLAIMS, DEMANDS, SUITS, LOSSES, LIABILITIES, LIENS, DAMAGES, FINES, PENALTIES, ASSESSMENTS, COSTS (INCLUDING WITHOUT LIMITATION, COSTS OF INVESTIGATION, LITIGATION, AND COURT COSTS), AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES), (COLLECTIVELY "CLAIMS"), THAT ARE BROUGHT BY OR ON BEHALF OF ANY PERSON OR ENTITY, THAT ARISE OUT OF, RELATE TO, OR ARE CONNECTED WITH THE SALE AND USE OF THE PRODUCTS, OR SELLER'S SERVICE OR CALIBRATION PROVIDED RELATED TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION, CLAIMS ALLEGING (A) THE PERSONAL INJURY, ILLNESS, OR DEATH OF ANY PERSON; (B) DAMAGE TO OR LOSS OF USE OF PROPERTY; (C) VIOLATION OF ANY GOVERNMENTAL LAW, ORDINANCE, OR REGULATION; (D) INFRINGEMENT, MISAPPROPRIATION, OR OTHER VIOLATION OF COPYRIGHT, TRADE SECRET, PATENT, OR ANY OTHER PROPRIETARY RIGHT; (E) CLIENT'S NEGLIGENCE, WILLFUL MISCONDUCT, OR TORT; (F) CLIENT'S NON-COMPLIANCE WITH ITS OBLIGATIONS UNDER SECTION 11; OR (G) SELLER'S BREACH OF THESE TERMS.**

## XI. Client Obligations

11.1 Client agrees to comply with all applicable laws, codes, and any other applicable rules and regulations regarding the use and installation of the Products. Client agrees to maintain in effect all the necessary permissions, authorizations, consent, and permits that it needs to carry out its obligations under these Terms. Client agrees and acknowledges that Seller has no responsibility or liability for complying or failing to comply with such applicable laws, codes, and any other applicable rules and regulations relevant to Client or Client's end users, regardless of whether Seller has reason to know, has been advised or such laws, codes, rules, and regulations, or is otherwise in fact aware of the applicable laws, codes, rules, and regulations.

11.2 Client is solely responsible for determining the suitability of any Products for its use, resale, or incorporation into a system. Client acknowledges BSIP are not suitable for and will not be utilized in any application, installation, or location which is a hazardous location, in life safety applications, or as a component of a life safety system.

11.3 Client is responsible for maintaining its own liability and property insurance at commercially reasonable levels wherever a Product is installed.

11.4 If Seller is providing services or calibration in connection with a Product, it is the responsibility of Client to maintain a safe worksite at any location where a Seller employee, contractor, or agent is performing onsite services or work. Seller's employee, contractor, or agent may, in its reasonable determination, refuse to perform onsite services, calibration, work under unsafe conditions and, Seller has no liability to Client relating to the non-completing of the services, calibration, or work as a result of Seller's employee, contractor, or agent refusing to perform onsite services, calibration, or work under such unsafe conditions.

11.5 Client agrees to comply with all Seller recommended calibration intervals and installation instructions for the Products.

A. Client's Acknowledgement of BSIP Limitations

11.6 Seller believes that the BSIP and services and calibration provided in connection therewith conform to industry standards. However, Client acknowledges that no form of monitor or monitoring system is guaranteed to operate uninterrupted, error-free, or to deter, detect, or prevent those occurrences that said monitor or monitoring system is designed to deter, detect, or prevent. Client agrees and acknowledges that Seller makes no representations and warranties that the access to and use of BSIP will be uninterrupted, error-free, or free from defects, except as may otherwise be warranted in Section 9.

B. Hazmat Shipment Fees

11.7 Certain orders may require shipment of hazardous materials. A hazardous material fee will be added to all orders when applicable and must be paid by Client. All hazardous material fees are nonrefundable.

XII. Proper Law and Jurisdiction

12.1. All sales of Products under these Terms described herein shall be governed by the laws of the State of Connecticut, without regard to its conflicts of law principles, and Seller and Client 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 Seller and Client 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 to the sales of Products under these Terms shall be resolved individually, with no right by Seller or Client to participate in a representative capacity, or as a member of any class action.

XIII. Privacy and Data; Intellectual Property

A. Data Policy

13.1 Seller places great value on the implementation of lawful data processing to protect Client's personal data. Seller is obliged to process Client's personal data in accordance with applicable law. Seller is dependent on the services of a third party for the provision of its services. Seller has obligated the third party to process Client's 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 Client's data to other third parties without Client's consent. When processing Client's data and transferring Client's 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 Client's personal data. More detailed information on Seller's data protection guidelines is available from the following Internet address: [www.belimo.com/privacy](http://www.belimo.com/privacy).

B. Intellectual Property

13.2 All inventions, patents, copyrights, trade secrets, logo, trademarks, trade name, service marks, technical information, instructions, discoveries, know-how, test results, tooling, jigs, and fixtures, or other industrial or intellectual property, associated with, or used in or for, the manufacturing and sale of the Products, or services and calibration provided in connection with the Products shall be identified herein as "Property." Seller shall retain all right, title, and interest it may have with respect to the Property. Any Property created by Seller in connection with the sale of Products to Client shall belong to Seller and shall not be considered a work for hire.

XIV. California Proposition 65



14.1 WARNING: Some Belimo Products can expose you to chemicals which are known to the State of California to cause cancer, birth defects, or other reproductive harm. Please refer to the Product specific Technical Data sheet at [www.belimo.us](http://www.belimo.us) for details.

For more information see [www.p65warnings.ca.gov](http://www.p65warnings.ca.gov)