



# Index

GENERAL TERMS OF SALES	2
HFN005-072	5
HFN122-370	7
NFF380-4500	
HFP037-780	11

# **GENERAL TERMS OF SALES**

#### Introduction

The following shall be regarded as the general terms of sale between Parker Hiross (Seller) and Purchaser. None of these terms may be added to, modified, superseded or otherwise altered by Purchaser, unless specifically agreed to, inwriting and signed, by Seller. These terms shall, accordingly, supersede and modify any terms that may be contained in any letter or other from Purchaser. They also supersede any oral representations made by either party in connection with the transaction.

## Validity

This "Parker Hiross Master Price List" cancels and supersedes all previous Parker Hiross Price Lists. Prices are valid starting from the date indicated in the Price List. This Price List is valid until written notice to the contrary, or the emission of a new Price List. Technical data contained in this publication is to be considered as indicative only. The manufacturer reserves the right to modify technical data at its own discretion and without prior notice.

# Quotation

Seller has the right, at any time and even after the order, to make alterations to, or with draw (prior to order confirmation), its offers. Prices quoted shall always be regarded as indicative only.

# Acceptance of order

Orders shall be regarded as accepted by Seller only after issuing the respective order confirmation. Seller's charges for cancelling booked and confirmed orders shall range up to 100% of the net order value, depending on completeness of the equipment and its reclamation value. Minimum accepted value for an individual order shall be Euro 200, or the equivalent in other currencies. Orders for lower values will be subject to a Euro 100 (or the equivalent in other currencies) order processing charge.

# Price

Price shall be as stipulated in the order confirmation. All non Euro prices are nonetheless calculated from the Euro price, and then rounded to the nearest full digit. As a result there may be a minor difference between the listed and invoiced prices. In the event no price is stipulated, equipment shall be charged at Seller's prevailing Price list. Unless otherwise agreed, inwriting, price shall be ex Seller's factory, with standard packing. Seller reserves the right to modify prices at the confirmation of the order to Purchaser. If the confirmed price increase exceeds 5 (five) percentage points, Purchaser has the right to withdraw from the contract, upon written notice addressed to Seller within 2 (two) days from the date of the receipt of the communication concerning the price adjustment. Upon the expiration of such term, orwith the acceptance of the goods' delivery by Purchaser, the adjustment is deemed to be accepted and binding between the parties.

The Price shall be valid for delivery as per the date agreed in the order confirmation. If Purchaser requests (in writing) any delay in shipping of the equipment, Seller will reserve the right to revise the price.

Changes to booked and confirmed orders shall be subject to aminimum net service charge corresponding to Euro 100 (or the equivalent in other currencies), to cover changes in documents. This charge may be increased, depending on order status and nature of requested modification.

#### Delivery

The delivery date shall be as indicated in the order confirmation. The delivery terms, indicated in the order confirmation, are to be considered as part of this General Terms of Sale. Acceptance of shipment by a common carrier or allocation of equipment to Purchaser shall constitute delivery. Thereupon responsibility shall pass to Purchaser, subject to Seller's right of stoppage in transit. Where a trade term has been agreed, it shall be interpreted in accordance with the INCOTERMS in force at time of contract. If no trade term is specifically agreed delivery shall be considered to be ExWorks.Unless expressly specified in the INCOTERMS, goods in transit always travel at Purchaser's risk. Purchaser will bear all costs involved in removing the goods from Seller's premises. Delivery of all or any part of the order is contingent upon Seller's ability to obtain supplies, raw materials and service through its regular sources of supply. Should Seller, temporally or permanently, be unable to deliver the products for reasons not imputable to the same such as force majeure, (e.g. earthquake, strikes, lockout, lack of means of transportation, authority ordinance, floods, etc.) it will be released from all delivery and indemnification obligations towards Purchaser for the entire duration of the period in which the impediment and its effects last. Upon the occurrence of such impediment, Seller will promptly inform Purchaser thereof. In the aforesaid cases, delays in delivery shall not give any right to Purchaser to claim for damages or to cancel the order. Delivery time shall commence from the date of the order confirmation, but not before Seller having received, from Purchaser, all necessary drawings and approvals, if any, or down payment. Partial deliveries shall not be refused by Purchaser and will be paid for at contract prices and terms. If the delay, not caused by an event of forcemajeure, exceeds 90 (ninety) days, Purchaser will be allowed to cancel the outstanding part of the order. Each party may terminate the purchase agreement in the event that its effects, due to events mentioned above, becomes excessively onerous and therefore the contract is no longer of interest for such party. If Seller performs the installation of goods, Purchaser will have to take care of and preserve the delivered goods, until the completion of installation. Purchaser shall pick up the purchased products at the dates agreed, unless otherwise agreed between the parties. Purchaser's requests in this regard shall be taken into consideration by Seller, provided that Purchaser has made its request at least 30 (thirty) days before the original delivery date. If Purchaser does not pick up the purchased goods at the agreed date, Seller will have the right to invoice and receive payment for any equipment not picked up. The costs of storage will be born by Purchaser.

## **Reserve of property**

All goods supplied shall remain property of Seller until such time as full payment will have been received from Purchaser in settlement of all pertaining Seller's invoices. Cheques and bills of exchange issued by Purchaser will be considered as payment only after having been cashed by Seller's bank.

#### **Claims and complains**

Purchaser shall inspect the delivered goods and notify Seller, in writing and within 8 (eight) days from the delivery date, of defects found or that may be found upon a preliminary inspection, or any other claim related to the goods. Should Purchaser fail to make such notification, the goods shall be deemed as definitely accepted and in compliance with what set forth in the contract, without being prejudicial to the possibility to report any hidden defect, assuming this is within the warranty period; in any case the notification of the defects must be communicated within 8 (eight) days from the discovery thereof. If the received goods have been damaged during transit, Purchaser will have to highlight this on the C.M.R. or on the Delivery note. Expenses related to the shipment of any eventual returns shall be borne by Purchaser. Possible objections concerning part of the goods delivered, or a single shipment of the same, shall have no effect on the rest of the order, nor on the payment of goods already received and not promptly challenged.

#### Payment

Payment shall be upon those terms agreed to by Purchaser and Seller. In the event there is no agreement, payment shall be by Cash in Advance. Failure by Purchaser to effect payment at due date will result in Seller cancelling all express warranties, not with standing taking recourse to remedies provided by the law. In case of delayed payment, Purchaser will automatically be charged interest calculated pursuant to the Italian decree no. 231/2002, without the need for any notice of default. In the instance of equipment held subject to Purchaser's instructions, equipment for which Purchaser has failed to supply shipping instructions, or in any case where Seller, in its own sole discretion, determines any part of the equipment purchased by Purchaser should be held for Purchaser's account, Seller may invoice the equipment and Purchaser agrees to make payment at the maturity of the invoice sorendered. Equipment invoiced heldat any location, for whatever reason, shall be at Purchaser's risk and Sellermay charge for insurance and storage at prevailing rates.

#### **Resolution of contract**

The terms of payment are fundamental elements, and any default in payments or any unilateral change constitutes the right of withdrawal for Seller to stop deliveries and consider any supply agreement as rescinded without notice, intimation or other. The same is valid for Seller in the event of changes in the economicproperty conditions of Purchaser (Art. 1461 C.C.).

## Drawings and installation details

Drawings, models and instructions for the installation of equipment supplied are the exclusive property of Seller; Purchaser cannot pass these to any third party. Seller shall not warrant the correctness of drawings which have not been certified by Seller. Certified drawings shall only be available upon written request from Purchaser, and shall be charged at a price to be agreed upon. Seller reserves the right to, at any time prior to delivery of certified drawings to Purchaser, make any changes in model or design of equipment, including components thereof.

#### Warranty

Seller warrants to Purchaser all equipment to be free from defects in material and workmanship for aperiod not exceeding 1 year from the date of installation of the equipment, but for a maximum of 18 months from the shipping date. This obligation is limited to repairing and replacing, at Seller's factory, any part found faulty during said period, with the following limitations:

- a) Warranty is effective only if equipment has been installed, commissioned andmaintained in accordance with Seller's instructions (Parker Hiross User Manual) and, where necessary, connected to adequate electric, water and drain services, cleaned out correctly and placed into operation by a qualified technician. The effects of erosion, corrosion and normal wear-and-tear are specifically excluded from this warranty.
- b) Seller reserves the right to, for specific products grant warranty terms only on the condition that Commissioning has been performed by Seller's Service personnel or, failing this, Service personnel authorised by Seller beforehand. In the latter case the relevant Commissioning Report must be compiled by the authorised Service personnel and sent to Seller. Failure to adhere to this procedure will result in loss of warranty.
- c) Seller reserves the right to replace a product under warranty, and will accept no costs as to the removal and installation of the products.
- d)Seller reserves the right to change or improve the design of its products without assuming any obligation to modify any product previously manufactured.
- e) Poor maintenance or improper use will result in loss of warranty.
- f) Seller shall not assume responsibility for any labour expenses incurred by Purchaser in replacing or changing defective parts or equipment covered by this warranty.
- g) This warranty is granted to original Purchaser only and cannot be transferred, unless authorised in writing by Seller. Purchaser shall notify Seller of a defect with in maximum 8 (eight) days from the discovery thereof, and in no case later than 8 (eight) days after expiry of the above stated warranty. Purchaser will notify fault by filling out the "Passport", as distributed by Seller.

Any claims against this warranty must be substantiated at the time the fault arises, and it will be at Seller's discretion to:

h)Supply replacement parts ex-works Seller's factory,

- or ii) repair parts locally, with travel/living/labour expenses at Purchaser's charge,
- or iii) authorise Purchaser to have components repaired locally,
- or iv) authorise Purchaser to buy replacement parts locally,
- or v) require Purchaser to return damaged parts to Seller, prepaid, for repairs.

Seller has the right to ask for components, claimed as being faulty, to be returned to its factory, transport prepaid, for inspection, or to request Purchaser to keep these parts in stock for eventual inspection by Seller's representative. Seller is not obliged to make any guarantee payments before having had the opportunity to verify said claim in either manner described above. Any requests from Purchaser founded on the warranty clause or on asserted non-fulfilment thereof on the part of Seller or others shall not in any manner authorise Purchaser to delay or modify the agreed payment terms.

# **GENERAL TERMS OF SALES**

#### Warranty waiver

This is a written agreement between Seller and Purchaser, representing an alternative to the Warranty described previously. Should this agreement exist, Seller will grant Purchaser a 2% discount (included in the discount communicated by Seller to Purchaser) on the price of the products; in exchange Purchaser accepts to take over all costs which, according to the previous chapter, should be covered by Seller. QSR and LCD dryers, and eventually special products not listed in the present Master Price List, do not fall under the warranty waiver agreement, remaining with the previously described warranty. These costs include (but are not limited to):

- a) Costs arising from machine break down or malfunctioning due to faulty components (i.e. electrical defects on compressors, faulty pressure switches, defective control panels, etc.).
- b) Costs resulting from repair of isolated faults, not detected during quality controls, or any related secondary damage (i.e. incorrect wiring, leaks, etc.).

The only costs to be considered not covered by Warranty Waiver discount are the costs connected to rectifying clear defects resulting from design faults in equipment, as shown by recurring defect patterns on an international scale. In this case Seller will recognize to Purchaser thec ost ExWorks of the faulty component, plus the labour cost to repair the equipment. Seller will evaluate the labour cost on a case-by-case basis.

# Liability for damage to property or other caused by goods

Purchaser shall indemnify and hold Seller harmless for any damage caused by equipment to:

a) any (movable or immovable) property, where damage occurs while equipment is in Purchaser's possession, or

 b) products manufactured by Purchaser, or products of which Purchaser's products forma part, or for loss or damage to any property, where damage caused by these products because of properties in the equipment.
Seller shall under no circumstances be liable for loss of production, loss of profit, or any other consequential economic loss. The above is valid both within and after the warranty period.

# Invalidity of provisions

If any of these terms shall be held invalid, illegal or unenforceable, the validity of remaining provisions shall not in any way be affected or impaired thereby.

# Individual contracts

For all individual contracts stipulated between Seller and Purchaser, any terms within these General Terms of Sale which are not covered in the individual contract will remain valid.

# Privilege

Seller reserves the faculty to, in case of extended payment (even partial),make use of the right of privilege (art. 2762 C.C.). The right of privilege maintains its full validity even in the event of a change in the agreed payment conditions or concessions or extension, given that these events, under explicit agreement of Purchaser, do not constitute an extension of credit, with the present terms of sale remaining unchanged. In any case, the effects of Purchaser do not affect the credit situation and are reserved and accepted for cash convenience and without any prejudice of Seller's rights.

# Intellectual property

Trademarks, commercial names or other distinctive marks on the goods are of exclusive property of Seller, and will not be altered, changed, removed or cancelled in any manner. Purchaser can use, to the limited purpose of resale of the goods to the public, the trademarks, commercial names and other distinctive marks, as well as other industrial exclusive rights or Know-how associated with the goods, which nonetheless remain the exclusive property of Seller. Any other utilization of the Intellectual Property, if not expressly granted by Seller in writing, will be considered a violation of the aforementioned exclusive rights of Seller, also under the profile of the contractual responsibility, and will be prosecuted.

# Confidentiality

These Conditions, all Orders and any other information ormaterial supplied by (or on behalf of) one party to the other are strictly confidential and will not be disclosed (in whole or in part) to any other person without the disclosing party's prior written consent. The receiving party will not make use of the disclosing party's name, or any other information contained in these Conditions (or supplied pursuant to them), for publicity purposes without the disclosing party's prior written consent.

# Privacy

Purchaser declares to be aware that all data communicated will be handled and utilized exD. Lgs. 196/2003, according to what better specified in the a latere agreement of the sales contract.

## Disputes

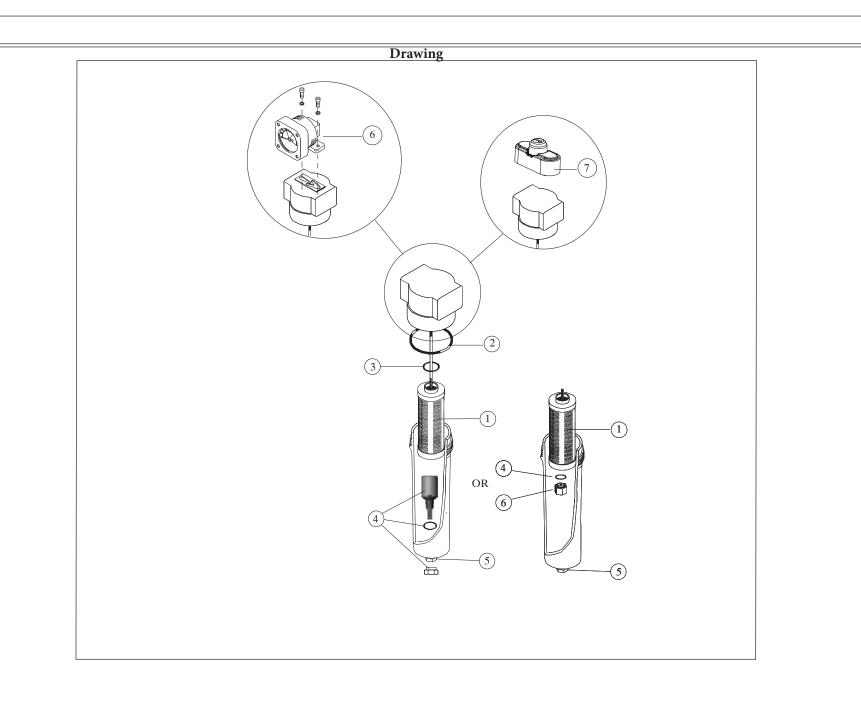
All disputes arising from or in connection to the contract shall be judged according to Italian law. The Court of Padua (Italy) shall have the exclusive jurisdiction.

Durts	Description		Models, Codes								
Parts			HFN005	HFN010	HFN018	HFN022	HFN030	HFN045	HFN062	HFN072	
	filter element	model	Q005	Q010	Q018	Q022	Q030	Q045	Q	)72	
	Grade Q (D)	code	Q005-ELZ	Q010-ELZ	Q022	-ELZ	Q030-ELZ	Q045-ELZ	Q072-ELZ		
1.(*) 2. 3.	filter element	model	P005	P010	P018	P022	P030	P045	PO	72	
	Grade P	code	P005-ELZ	P010-ELZ	P022	-ELZ	P030-ELZ	P045-ELZ	P072-ELZ		
	filter element	model	S005	S010	S018	S022	S030	S045	SC	72	
	Grade S	code	S005-ELZ	S010-ELZ	S022	-ELZ	S030-ELZ	S045-ELZ	S072	-ELZ	
	filter element	model	C005	C010	C018	C022	C030	C045	C	072	
	Grade C	code	C005-ELZ	C010-ELZ	C022	-ELZ	C030-ELZ	C045-ELZ	C072	-ELZ	
4.	HDI2 internal drai	n				HI	DI2				
-	manual condensate dr	ain	398H698399								
	CDV 120 external drain (230V 17.24 bar)		CDV120230								
5.	CDV 120 external drain (115V 17.24 bar)		CDV120115								
	CDV 120 externa (24V 17.24 ba					CDV	12024				
6.	differential pres gauge(option					ES	G1				
7.	differential pres indicator (optic					ESIXHF	N005-370				
-	in-series connec nipples (option	398H324620	398H324621	398H324622	398H3	324623	398H324624	398H3	324625		
-	wall mounting (optional)	kit	WMKXHF N005 WMKXHFN010-022 WMKXHFN030-072								
-	level indicator l	kit**	398H473089		398H473090	473090 398H473091					

\*\*Only fo models until 30/08/2012

HFN005-072

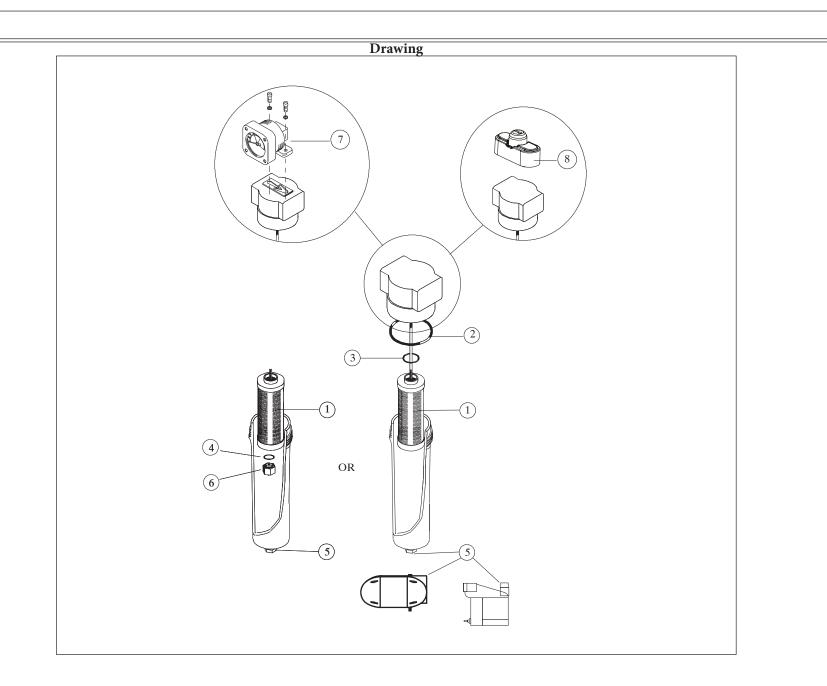
# HFN005-072



D (			Models, Codes							
Parts	Description	1	HFN122	HFN135	HFN175	HFN205	HFN300	HFN370		
1.(*) 2.	filter element mod		Q1	35	Q175	Q205	Q300	Q370		
	Grade Q (D)	code	Q135-	-ELZ	Q175-ELZ	Q205-ELZ	Q300-ELZ	Q370-ELZ		
	filter element mode		P13	35	P175	P205	P300	P370		
	Grade P	code	P135-	ELZ	P175-ELZ	P205-ELZ	P300-ELZ	P370-ELZ		
3. 4.	filter element	model	\$135		\$175	\$205	S300	\$370		
6.	Grade S	code	S135-	ELZ	S175-ELZ	S205-ELZ	S300-ELZ	S370-ELZ		
	filter element	model	C1	35	C175	C205	C300	C370		
	Grade C	code	C135-ELZ		C175-ELZ	C205-ELZ	C300-ELZ	C370-ELZ		
ľ	manual condensate dr	ain	398H698399							
	HDF120 external drain		HDF120							
5.	CDV 120 external drain (230V 17.24 bar)		CDV120230							
	CDV 120 externa (115V 17.24 b		CDV120115							
	CDV 120 externa (24V 17.24 bi		CDV12024							
7.	differential pres gauge(option		ESG1							
8.	differential pres indicator (optio		ESIXHFN005-370							
-	in-series conne nipples (option		398H 324626 398H324627				398H324628	398H32462		
-	wall mounting (optional)		WMKXHFN122-205 WMKXHFN300-							
-	level indicator	kit**	398H473092 398H473093							

\*\*Only for models until 30/08/2012

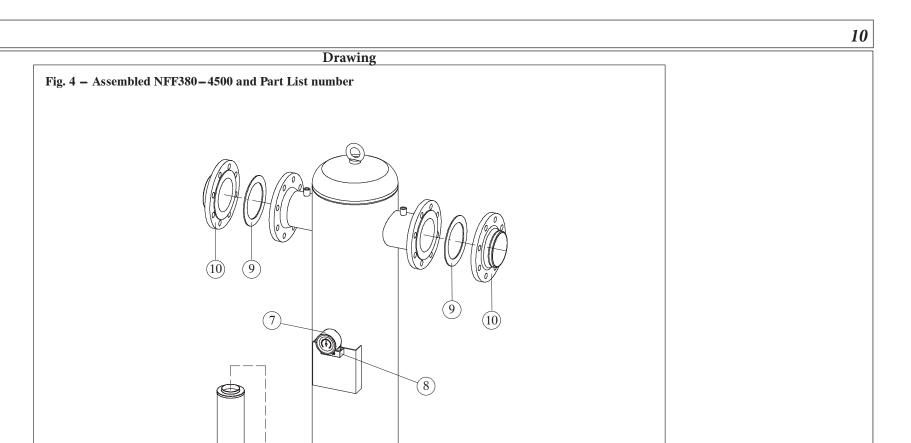
# HFN122-370.

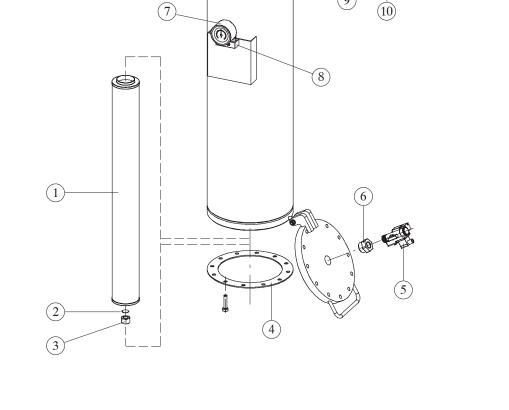


Parts	Description						Models	, Codes						
Parts Description			NFF380	NFF520	NFF610	NFF750	NFF1000	NFF1510	NFF2000	NFF2500	NFF3000	NFF4500		
F	Filter element (*) - Model		1x370	3x175	3x205	3x250	4x250	6x250	8x250	10x250	12x250	18x250		
1.(*)	filter element	model	Q370	Q175	Q205				Q250					
	Grade Q (D)	code	Q370-ELZ	Q175-ELZ	Q205-ELZ				Q250-ELZ					
	filter element Grade P -	model	P370	P175	P205		P250							
		code	P370-ELZ	P175-ELZ	P205-ELZ	P250-ELZ								
2. 3.	filter element	model	S370	S175	S205	\$250								
	Grade S	code	S370-ELZ	S175-ELZ	S205-ELZ	S250-ELZ								
	filter element	model	C370	C175	C205	C250								
	Grade C	code	C370-ELZ	C175-ELZ	C205-ELZ	C250-ELZ								
4.	Gasket		398H240221 398H240241				398H240291 398H240315 3			398H240316	398H24031			
-	manual condensate drain						398H3	378793			·			
	HDF180 external drain		HDF180											
_	HDF220 external drain		HDF220											
5.	CDV 120 external drain (230V 17.24 bar)		CDV120230											
	CDV 120 external drain (115V 17.24 bar)		CDV120115											
Ī	CDV 120 external drain (24V 17.24 bar)						CDV	12024						
6.	MF1"-½" adapter t CDV onto filt						398H3	323651						
7.	differential pres gauge(option		ESG1											
8.	adapter to install p gauge	adapter to install pressure gauge						ESAXHFS380-4500						
9. 10.	counterflanges kit (optional)		CFKHFS380	CFKHFS 610-750		CFKHFS 1000-1510			HFS -2500	CFKHFS 3000	CFKHFS 4500			
9.	gasket for counter	flange	398H240150		398H240180		398H2	240225	398H2	240245	398H240270	398H24028		

NFF380-4500

# NFF380-4500





Description	Models, Codes										
Description	031	050	068	093	140	220	420	640	780		
Filter element model	010	016	022	030	045	072	135	205	250		
Grade Q (D)	Q010-ELZ	Q016-ELZ	Q022-ELZ	Q030-ELZ	Q045-ELZ	Q072-ELZ	Q135-ELZ	Q205-ELZ	Q250-ELZ		
Grade P	P010-ELZ	P016-ELZ	P022-ELZ	P030-ELZ	P045-ELZ	P072-ELZ	P135-ELZ	P205-ELZ	P250-ELZ		
Grade S	S010-ELZ	S016-ELZ	S022-ELZ	S030-ELZ	S045-ELZ	S072-ELZ	S135-ELZ	S205-ELZ	S250-ELZ		
Grade C	C010-ELZ	C016-ELZ	C022-ELZ	C030-ELZ	C045-ELZ	C072-ELZ	C135-ELZ	C205-ELZ	C250-ELZ		
Gasket	398H240135			398H240155			398H240180				
O-ring	398H241711			398H241715			398H241717				

# HFP037-780

