



Warranty Policy

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	Warranty Policy	POL.COM.01
		Rev.00
		Date: 16/06/2026

Title:

Warranty Policy

Edition:

Commercial Department

Edition Date:

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1. Scope

1.1. This Warranty Policy applies to equipment, systems, software and components manufactured and supplied by **UTIS – Ultimate Technology to Industrial Savings, S.A.** (hereinafter referred to as *UTIS*).

1.2. The warranty covers defects in materials, workmanship, or manufacturing, provided that the equipment is installed, operated, and maintained in accordance with UTIS technical documentation, manuals, and operating specifications.

1.3. Except as expressly stated herein, UTIS disclaims all warranties, whether express, implied, statutory or otherwise, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, non-infringement, or satisfactory quality.

1.4. UTIS does not warrant that the equipment will achieve any specific production rate, energy efficiency level, cost savings, operational output, or performance result unless expressly agreed in writing.

2. Warranty Period

2.1. Unless otherwise agreed in writing, the warranty period shall be:

- 12 months from the date of commissioning, or
- 18 months from the date of delivery, whichever occurs first.

2.2. Replacement parts supplied under warranty shall be covered only for the remaining period of the original warranty.

3. Conditions for Validity

3.1. The warranty shall apply only if:

- The equipment is installed and operated in accordance with UTIS technical documentation;
- All operational parameters remain within specified limits;
- Preventive maintenance (monthly and annually) is performed according to UTIS recommendations;
- Where the contract so provides, the validity of the warranty is subject to the Customer accepting the terms of the Maintenance Contract for the duration of the warranty period;

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- No modifications, repairs, or alterations are performed without prior written authorization from UTIS; Upon discovery of any defect or abnormal operation, the Customer shall immediately take all reasonable measures to prevent further damage. Failure to do so may void the warranty for any resulting damages.

3.2. Any warranty obligations of UTIS shall be suspended while any invoice due from the Customer remains unpaid. The warranty period shall not be extended by reason of such suspension.

4. Utilities and Operating Conditions

4.1. The correct operation and reliability of the equipment depend on the pre-installation conditions and stability of utilities supplied by the Customer, including but not limited to:

- H₂ and O₂ pipeline installation and injection points
- Water quality
- Electrical power supply
- Internet connection

4.2. The warranty shall not apply to failures, damage, or performance loss resulting from non-compliance with pre-installation requirements or use of utilities that do not meet with the technical specifications defined by UTIS.

4.3. UTIS shall not be responsible for any operational issues caused by variations or instability in utilities provided by the Customer’s facility.

5. Exclusions

5.1. This warranty does not cover:

- Normal wear and tear;
- Consumables (including filters, seals, gaskets, resins, membranes, etc.);
- Improper installation performed by the Customer or third parties;
- Improper operation, misuse, negligence, or operation outside specified parameters;
- Failure to follow UTIS operating or maintenance instructions;

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- External causes such as power fluctuations, voltage spikes, accidents, fire, flooding, or force majeure;
- Unauthorized modifications or repairs carried out by the Customer or third parties.

5.2. Components manufactured by third parties shall be subject exclusively to the warranty conditions offered by their respective manufacturers.

6. Software and Control Systems (PLC / HMI)

6.1. Where the equipment includes **software, PLC programs, or control systems**, the warranty covers defects directly attributable to UTIS programming.

6.2. The warranty does not cover:

- Modifications performed by the Customer or third parties;
- Changes to control logic without UTIS authorization;
- Integration with external systems not approved by UTIS;
- Operational issues caused by incorrect external signals or plant-level control interactions.

6.3. Any modification to PLC or control software without UTIS approval automatically voids the warranty.

6.4. UTIS shall not be liable for failures, damages, interruptions or losses resulting from cyberattacks, malware, ransomware, unauthorized access, Customer network vulnerabilities, or third-party IT systems.

7. Warranty Claim Procedure

7.1. In the event of a suspected defect, the Customer shall:

- a) Notify UTIS no later than ten (10) calendar days after the defect becomes known or should reasonably have become known;
- b) Provide relevant technical information, including:
 - Equipment identification
 - Description of the defect
 - Operating conditions
 - Photographs, logs, or technical data where available.

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7.2. UTIS shall acknowledge receipt of the warranty claim within 5 working days after receiving the Customer notification.

7.3. UTIS will then perform a technical assessment of the reported issue and inform the Customer of the proposed corrective action within a reasonable timeframe, depending on the complexity of the issue and the need for technical inspection.

7.4. UTIS reserves the right to request additional technical information or to perform an inspection before determining whether the issue is covered by warranty.

7.5. UTIS may require remote access to the equipment for diagnostic purposes prior to approving any on-site intervention under warranty.

8. Warranty Remedy

8.1. If the defect is confirmed to be covered by this warranty, UTIS shall, at its sole discretion:

- repair the defective component, or
- replace the defective component.

8.2. This remedy shall constitute the sole and exclusive remedy available to the Customer under this warranty.

8.3. Unless otherwise agreed in writing, warranty coverage does not include travel expenses, accommodation costs, local labour, lifting equipment, dismantling or reinstallation costs, or plant shutdown costs.

9. Transport of Warranty Parts

9.1. Replacement components supplied under warranty shall be delivered DAP – Delivered at Place (Incoterms® 2020) to the Customer's site.

9.2. Import duties, taxes, and local customs clearance costs shall remain the responsibility of the Customer.

9.3. UTIS may request the return of the defective component for inspection.

9.4. Unless otherwise agreed the Customer shall arrange and pay for shipment of the defective component to UTIS;

- if the defect is confirmed to be covered by warranty, UTIS may reimburse reasonable transport costs.

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10. Limitation of Liability

10.1. To the maximum extent permitted by applicable law, UTIS shall not be liable for any indirect, incidental, or consequential damages, including but not limited to:

- loss of production
- loss of profit
- loss of revenue
- operational downtime or business interruption.

10.2. UTIS’s total liability arising from any claim related to the equipment shall in no event exceed the purchase price of the equipment supplied.

10.3. The limitations set forth herein shall apply regardless of the legal basis of the claim, whether in contract, tort (including negligence), strict liability, warranty, indemnity or otherwise.

10.4. UTIS shall not be liable for any claim brought more than twelve (12) months after the cause of action arose.

11. Ownership of Software and Intellectual Property

11.1. All software, PLC programs, source code, HMI applications, drawings, designs, technical documentation and know-how supplied by UTIS remain the exclusive property of UTIS.

11.2. The Customer receives only a non-exclusive and non-transferable right to use such materials solely for operation of the equipment.

11.3. Reverse engineering, copying, modification, decompilation, transfer or disclosure to third parties is prohibited without UTIS prior written consent.

11.4. Any unauthorized intervention may immediately void the warranty.

12. Dispute Resolution

12.1. Any dispute, controversy or claim arising out of or in connection with this Warranty Policy, including any question regarding its existence, validity, interpretation, performance or termination, shall be finally settled under the Rules of Arbitration of the International

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Chamber of Commerce (ICC).

12.2. The arbitration shall take place in Lisbon, Portugal, and the proceedings shall be conducted in English.

12.3. The arbitral award shall be final and binding upon the parties.

13. Applicable Law

13.1. This Warranty Policy, and any dispute, controversy or claim arising out of or in connection with it, including any question regarding its existence, validity or termination, shall be governed by and construed in accordance with the laws of Portugal, excluding its conflict of laws rules.

UTIS – Ultimate Technology to Industrial Savings

Date: 2026/06/18

Management Committee

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