



**COLTRI**<sup>®</sup>  
THE ITALIAN COMPRESSOR

# Price list CNG Compressors

2022 4<sup>th</sup> quarter

High pressure compressors for natural gas refuelling on private vehicles.

CNG line

# CNG RC

electromechanic



The CNG RC ELECTROMECHANIC series compressors have been designed to re-compress natural gas and biomethane previously treated and filtered. These compressors are designed for the refuelling of vehicles powered by natural gas. They are suitable for domestic use or for small fleets. Using products from the CNG RC ELECTROMECHANIC line is simple and safe. They are equipped with an electromechanical remote control panel with 5 meters cable and an automatic stop function when the tank is full. These compressors are powered by a three-phase electric motor, except for the model equipped with a CNG 85 pumping unit; that can be powered by a single-phase motor. The product is supplied with a 4.5 m high pressure hose and dispensing gun with NGV1 direct drive connection, suitable for recharge pressures up to 250 bar.

## Models

MODEL	PRICE	CODE	DRIVE & MOTOR POWERS	CHARGING RATE				FILLING TIME	WORKING PRESS. MAX.	DIMENSIONS (D x W x H)		WEIGHT (net)		
				motor	kW	l/min	m <sup>3</sup> /h			cfm	min.	bar	psig	cm
CNG RC 85 EM	5.660,00	.SC000165/CNG	Single-phase 230 V - 50 Hz	3	85	5.1	3.0	188	250	3625	67 x 70 x 105	26.4 x 27.5 x 41.3	160	352
CNG RC 85 ET	5.660,00	.SC000154/CNG	Three-phase 230 V - 50 Hz	3	85	5.1	3.0	188	250	3625	67 x 70 x 105	26.4 x 27.5 x 41.3	160	352
CNG RC 170 ET	6.670,00	.SC000164/CNG	Three-phase 400 V - 50 Hz	4	170	10.2	6.0	75	250	3625	67 x 70 x 105	26.4 x 27.5 x 41.3	180	396
CNG RC 266 ET	6.850,00	.SC000156/CNG	Three-phase 400 V - 50 Hz	5.5	266	15.9	9.35	60	250	3625	67 x 70 x 105	26.4 x 27.5 x 41.3	180	396

## Standard equipment

	CNG RC 85 EM	CNG RC 85 ET	CNG RC 170 ET	CNG RC 266 ET
INLET FILTER	•	•	•	•
AUTOSTOP	•	•	•	•
MAXIFILTER	•	•	•	•
VENT PIPE	•	•	•	•
REFUELING NOZZLE NATURAL GAS WITH DIRECT ACTION NGV1	•	•	•	•
FILLING HOSE 4.5 M	•	•	•	•
FRAME COLOR RAL 7035	•	•	•	•



Inlet filter



Maxifilter

Refueling nozzle  
natural gas with direct  
action NGV1

Vent pipe



Filling hose 4.5 m

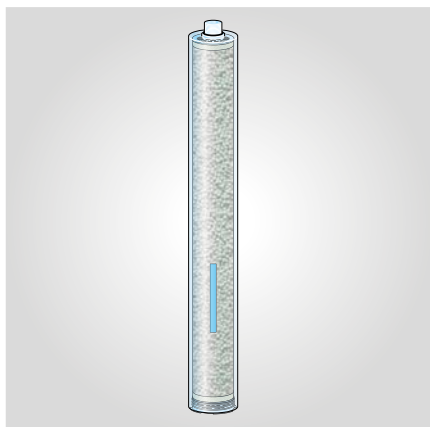
### LEGEND

• = Included in standard scope of supply | X = Unavailable | Price = Optional, available at extra cost

PRICES not including VAT

# Consumables

	CNG RC 85 EM	CNG RC 85 ET	CNG RC 170 ET	CNG RC 266 ET	CODE
	€ (EUR)	€ (EUR)	€ (EUR)	€ (EUR)	
AIR FILTER CARTRIDGES MAXIFILTER for CNG POLYPROPYLENE WITH MOLECULAR SIEVE	44,00	44,00	44,00	44,00	SC000440/PP/CNG
SYNTHETIC COLTRI OIL ST 755 1 L	25,00	25,00	25,00	25,00	SC000871



Maxifilter



Synthetic Coltri Oil ST 755

# CNG RC

## electromechanic



Suitable for domestic use  
or for small fleets



Available with electric motor  
single-phase and three-phase

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Charging rate

**85 - 266** l/min

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Working pressure

**250** bar

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Filling time

**188 to 60 min.**

Filling time cylinder 80 l (kg 11.5)  
0/200 bar (measured by filling cylinder from 0 to 200 bar  $\pm 5\%$ )

CNG line

# CNG EVO



The CNG EVO series compressors have been created to re-compress natural gas and biomethane previously treated and filtered. They are suitable for both domestic use and small fleets. The products of the CNG EVO line are equipped with an electronic control and a command unit, equipped with the automatic stop function when the tank is full and with advanced safety systems. These compressors are all powered by a three-phase electric motor with the sole exception of the models powered by CNG EVO 85 which can be also powered by a single-phase or three-phase motor. The product includes a 4.5 m high pressure hose and a dispensing gun with NGV1 direct drive connection suitable for recharge pressures up to 250 bar.

# Models

MODEL	PRICE	CODE	DRIVE & MOTOR POWERS	CHARGING RATE				FILLING TIME	WORKING PRESS. MAX.			DIMENSIONS (D x W x H)		WEIGHT (net)	
				motor	kW	l/min	m <sup>3</sup> /h		cfm	min.	bar	psig	cm	in	kg
CNG EVO 85 EM	4.760,00	.SC000786/CNG	Single-phase 230 V - 50 Hz	3	85	5.1	3.0	188	250	3625	67 x 70 x 110	26.4 x 27.5 x 43.3	160	352	
CNG EVO 85 ET	4.760,00	.SC000785/CNG	Three-phase 400 V - 50 Hz	3	85	5.1	3.0	188	250	3625	67 x 70 x 110	26.4 x 27.5 x 43.3	160	352	
CNG EVO 170 ET	5.770,00	.SC000788/CNG	Three-phase 400 V - 50 Hz	4	170	10.2	6.0	75	250	3625	67 x 70 x 110	26.4 x 27.5 x 43.3	180	396	
CNG EVO 266 ET	5.950,00	.SC000790/CNG	Three-phase 400 V - 50 Hz	5.5	266	15.9	9.35	60	250	3625	67 x 70 x 110	26.4 x 27.5 x 43.3	180	396	
CNG EVO 330 ET	9.000,00	.SC000795/CNG	Three-phase 400 V - 50 Hz	7.5	330	19.8	11.6	48	250	3625	67 x 70 x 110	26.4 x 27.5 x 43.3	190	419	

# Standard equipment

	CNG EVO 85 EM	CNG EVO 170 ET	CNG EVO 266 ET	CNG EVO 330 ET
INLET FILTER	•	•	•	•
AUTOSTOP	•	•	•	•
DIGITAL DISPLAY	•	•	•	•
VENT PIPE	•	•	•	•
REFUELING NOZZLE NATURAL GAS WITH DIRECT ACTION NGV1	•	•	•	•
FILLING HOSE 4.5 M	•	•	•	•
GAS INLET LOW PRESSURE SWITCH	•	•	•	•
METHANE GAS DETECTOR	•	•	•	•
OIL PUMP	X	X	X	•
FRAME COLOR RAL 7035	•	•	•	•



Inlet filter (for CNG EVO 5)



Inlet filter (for CNG EVO 10-14-19)



Digital display



Vent pipe



Refueling nozzle natural gas with direct action NGV1



Filling hose 4.5 m



Gas inlet low pressure switch



Methane gas detector



Oil pump (only for CNG Evo 19)

**LEGEND**

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PRICES not including VAT

## Optional

	CNG EVO 85 EM	CNG EVO 170 ET	CNG EVO 266 ET	CNG EVO 330 ET	CODE
	€ (EUR)	€ (EUR)	€ (EUR)	€ (EUR)	
DOUBLE HYPERFILTER FILTRATION PED certificate	405,00	405,00	405,00	405,00	RE100368
U BOLT 110mm HYPERFILTER STAINLESS STEEL	9,00	9,00	9,00	9,00	13-00-110



Hyperfilter



U bolt 100mm Hyperfilter

## Consumables

	CNG EVO 85 EM	CNG EVO 170 ET	CNG EVO 266 ET	CNG EVO 330 ET	CODE
	€ (EUR)	€ (EUR)	€ (EUR)	€ (EUR)	
AIR FILTER CARTRIDGES HYPERFILTER for CNG POLYPROPYLENE WITH MOLECULAR SIEVE	44,00	44,00	44,00	44,00	36-07-034/PP/CNG/1
SYNTHETIC COLTRI OIL ST 755 1 L	25,00	25,00	25,00	25,00	SC000871



Hyperfilter



Synthetic Coltri Oil ST 755



# CNG EVO

CNG line



**Suitable for domestic use  
or for small fleets**



**Available with electric motor  
single-phase and three-phase**

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Charging rate

**85 - 330 l/min**

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Working pressure

**250 bar**

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Filling time

**188 to 48 min.**

Filling time cylinder 80 l (kg 11.5)  
0/200 bar (measured by filling cylinder from 0 to 200 bar  $\pm 5\%$ )

CNG line

# CNG Booster RC

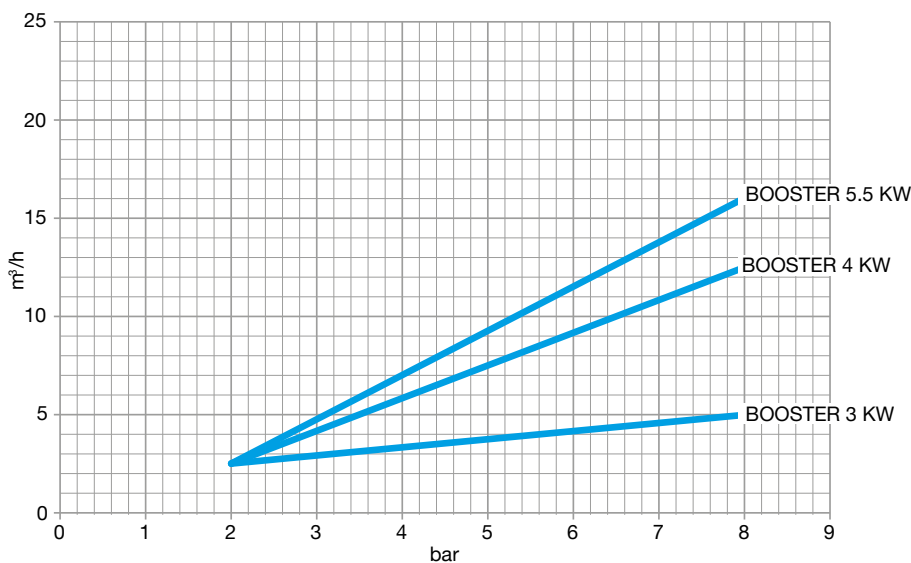
electromechanic



The CNG BOOSTER RC series compressors are designed to compress natural gas and biomethane previously treated and filtered with a suction pressure between 2 and 8 bar and a final pressure up to 250 bar. These robust and compact boosters are designed to fill cylinders for gas storage. Using products from the CNG BOOSTER RC line is easy and can be done in complete safety. The equipment includes a remote electromechanical switchboard with 5 meters cable for control and the automatic stop function when the tank is full. The CNG BOOSTER RC are powered by a three-phase electric motor.

# Models

MODEL	PRICE	CODE	DRIVE & MOTOR POWERS		CHARGING RATE	WORKING PRESS. MAX.		DIMENSIONS (D x W x H)		WEIGHT (net)	
			motor	kW		bar	psig	cm	in	kg	lbs
CNG BOOSTER RC 3 KW	7.460,00	BST/CNG/3/400/50	Three-phase 400 V - 50 Hz	3	From 41.7 to 83.3 l/min From 2.5 to 5 m³/h	250	3625	67 x 70 x 105	26.4 x 27.5 x 41.3	160	352
CNG BOOSTER RC 4 KW	7.460,00	BST/CNG/4/400/50	Three-phase 400 V - 50 Hz	4	From 41.7 to 215 l/min From 2.5 to 12.5 m³/h	250	3625	67 x 70 x 105	26.4 x 27.5 x 41.3	160	352
CNG BOOSTER RC 5.5 KW	7.460,00	BST/CNG/5/400/50	Three-phase 400 V - 50 Hz	5.5	From 41.7 to 265 l/min From 2.5 to 15.9 m³/h	250	3625	67 x 70 x 105	26.4 x 27.5 x 41.3	180	396



## Standard equipment

	CNG BOOSTER RC 3 KW	CNG BOOSTER RC 4 KW	CNG BOOSTER RC 5.5 KW
INLET FILTER	•	•	•
AUTOSTOP	•	•	•
MAXIFILTER	•	•	•
VENT PIPE	•	•	•
GAS INLET LOW PRESSURE SWITCH	•	•	•
FRAME COLOR RAL 7035	•	•	•



Inlet filter



Maxifilter



Refueling nozzle natural gas with direct action NGV1



Vent pipe



Gas inlet low pressure switch

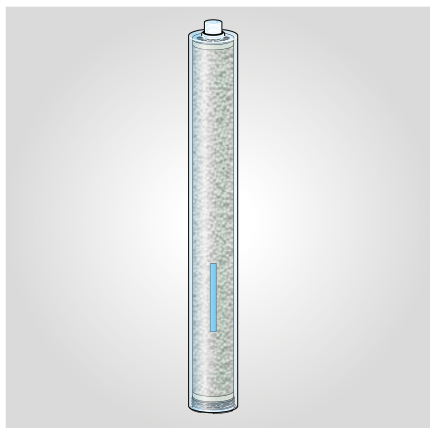
**LEGEND**

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PRICES not including VAT

# Consumables

	CNG BOOSTER RC 3 KW	CNG BOOSTER RC 4 KW	CNG BOOSTER RC 5.5 KW	CODE
	€ (EUR)	€ (EUR)	€ (EUR)	
AIR FILTER CARTRIDGES MAXIFILTER for CNG POLYPROPYLENE WITH MOLECULAR SIEVE	44,00	44,00	44,00	SC000440/PP/CNG
SYNTHETIC COLTRI OIL ST 755 1 L	25,00	25,00	25,00	SC000871



Maxifilter



Synthetic Coltri Oil ST 755

# CNG Booster RC

electromechanic



**Powerful.**

Compress natural gas with a suction pressure between 2 and 8 bar



**Top security.**

Includes a remote electromechanical switchboard with 5 meters cable

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Charging rate

**41.7 to 265 l/min**

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Working pressure

**250 bar**

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Power

**3 to 5.5 kW**

CNG HD line

# CNG HD



Designed for medium sized charging stations, the CNG HD series compressors can re-compress up to 250 bar of natural gas and biomethane previously treated and filtered from the supply line. Four compression stages and low rpm for a machine suitable for professional use. The remote control panel (5 meters cable) provides all the indications to operate in maximum safety. There are two pump units that can be installed (CNG HD 330, CNG HD 400 and CNG HD 550) both powered by three-phase electric motors but with different flow rates. The compressors of the series are equipped with a 4.5 m high pressure hose and a dispensing gun with NGV1 direct drive connection, suitable for recharge pressures up to 250 bar. As standard, CNG HD products come with different solutions designed for ease of use and reliability: safety pressure switch for inlet gas suction, autostop and double filtering system with Hyperfilter.

## Models

MODEL	PRICE	CODE	DRIVE & MOTOR POWERS	CHARGING RATE				FILLING TIME	WORKING PRESS. MAX.		DIMENSIONS (D x W x H)		WEIGHT (net)	
				motor	kW	l/min	m <sup>3</sup> /h		cfm	min.	bar	psig	cm	in
CNG HD 330 ET	16.960,00	SC000187/CNG	Three-phase 400 V - 50 Hz	9	330	19.8	11.6	48	250	3625	124 x 79 x 155	48.8 x 31.1 x 61.0	420	926
CNG HD 400 ET	16.960,00	SC000127/CNG	Three-phase 400 V - 50 Hz	9	400	24	14.1	40	250	3625	124 x 79 x 155	48.8 x 31.1 x 61.0	420	926
CNG HD 550 ET	18.660,00	SC000127/34/CNG	Three-phase 400 V - 50 Hz	11	550	33	19.4	29	250	3625	124 x 79 x 155	48.8 x 31.1 x 61.0	420	926

## Standard equipment

	CNG HD 330	CNG HD 400	CNG HD 550
INLET FILTER	•	•	•
AUTOSTOP	•	•	•
DOUBLE HYPERFILTER FILTRATION PED certificated with molecular sieve	•	•	•
REFUELING NOZZLE NATURAL GAS WITH DIRECT ACTION NGV1	•	•	•
FILLING HOSE 4.5 M	•	•	•
GAS INLET LOW PRESSURE SWITCH	•	•	•
METHANE GAS DETECTOR	•	•	•
OIL PUMP	•	•	•
FRAME COLOR RAL 7035	•	•	•



Inlet filter



Hyperfilter



Refueling nozzle natural gas with direct action NGV1



Filling hose 4.5 m



Gas inlet low pressure switch



Oil pump

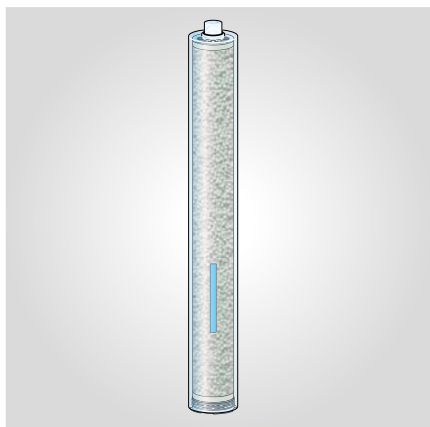
### LEGEND

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PRICES not including VAT

# Consumables

	CNG HD 330	CNG HD 400	CNG HD 550	CODE
	€ (EUR)	€ (EUR)	€ (EUR)	
AIR FILTER CARTRIDGES HYPERFILTER for CNG POLYPROPYLENE WITH MOLECULAR SIEVE	44,00	44,00	44,00	36-07-034/PP/CNG/1
SYNTHETIC COLTRI OIL ST 755 1 L	25,00	25,00	25,00	SC000871



Maxifilter



Synthetic Coltri Oil ST 755



# CNG

CNG HD line



**Great productivity.**  
Designed for medium sized  
charging stations



**Top security.**  
Includes a remote electromechanical  
switchboard with 5 meters cable

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Charging rate

**330 - 550 l/min**

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Power

**9 to 11 kW**

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Filling time

**48 to 29 min.**

Filling time cylinder 80 l (kg 11.5)  
0/200 bar (measured by filling cylinder from 0 to 200 bar  $\pm 5\%$ )

CNG HD line

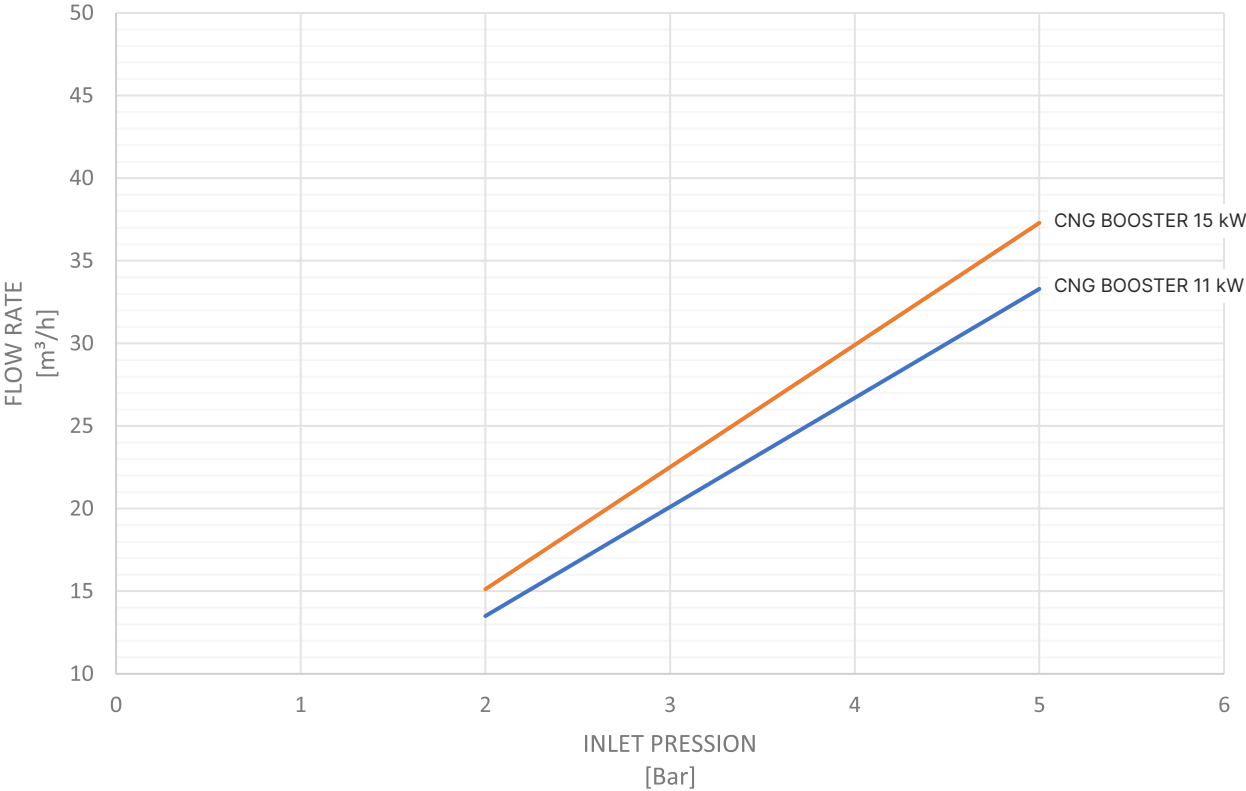
# CNG Booster HD



Designed for medium sized charging stations, the CNG HD series boosters can compress up to 250 bar of natural gas and biomethane previously treated and filtered from the supply line. The products of the line are designed for professional use, thanks to the four compression stages and low rpm. The remote control panel, supplied with a 5 meter cable, provides all the indications to operate in maximum safety. These boosters support two different pumping units, CNG Booster HD 11 kW and CNG Booster HD 15 kW, both powered by three-phase electric motors with different flow rates. As standard, CNG HD products are equipped with solutions designed to increase simplicity of use and guarantee unprecedented reliability: safety pressure switch for gas inlet suction, autostop and double filtering system with Hyperfilter.

# Models

MODEL	PRICE	CODE	DRIVE & MOTOR POWERS		CHARGING RATE		WORKING PRESS. MAX.		DIMENSIONS (D x W x H)		WEIGHT (net)	
			motor	kW	l/min - m <sup>3</sup> /h	bar	psig	cm	in	kg	lbs	
CNG BOOSTER HD 11 kW	19.600,00	BST/CNG-HD/11/400/50	Three-phase 400 V - 50 Hz	11	From 225 to 550 l/min From 13.5 to 33 m <sup>3</sup> /h	250	3625	124 x 79 x 155	48.8 x 31.1 x 61.0	420	926	
CNG BOOSTER HD 15 kW	19.600,00	BST/CNG-HD/15/400/50	Three-phase 400 V - 50 Hz	15	From 250 to 616 l/min From 15 to 37 m <sup>3</sup> /h	250	3625	124 x 79 x 155	48.8 x 31.1 x 61.0	420	926	



**LEGEND**

• = Included in standard scope of supply | X = Unavailable | Price = Optional, available at extra cost

PRICES not including VAT

## Standard equipment

	CNG BOOSTER HD 11 KW	CNG BOOSTER HD 15 KW
INLET FILTER	•	•
AUTOSTOP	•	•
DOUBLE HYPERFILTER FILTRATION PED certificated with molecular sieve	•	•
REFUELING NOZZLE NATURAL GAS WITH DIRECT ACTION NGV1	•	•
FILLING HOSE 4.5 M	•	•
GAS INLET LOW PRESSURE SWITCH	•	•
OIL PUMP	•	•
FRAME COLOR RAL 7035	•	•



Inlet filter



Hyperfilter



Refueling nozzle natural gas with direct action NGV1



Filling hose 4.5 m



Gas inlet low pressure switch



Oil pump

## Consumables

	CNG BOOSTER HD 11 KW	CNG BOOSTER HD 15 KW	CODE
	€ (EUR)	€ (EUR)	
AIR FILTER CARTRIDGES HYPERFILTER for CNG POLYPROPYLENE WITH MOLECULAR SIEVE	44,00	44,00	36-07-034/PP/CNG/1
SYNTHETIC COLTRI OIL ST 755 1 L	25,00	25,00	SC000871



Hyperfilter



Synthetic Coltri Oil ST 755

# CNG **Booster HD**

CNG HD line



**Great productivity.**  
Designed for medium sized  
charging stations



**Top security.**  
Includes a remote electromechanical  
switchboard with 5 meters cable

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Charging rate

**225 to 616 l/min**

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Working pressure

**250 bar**

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Power

**11 to 15 kW**

# CNG installations around the world



Ukraine



Turkey



Poland



Australia



Tasmania



Canada



New Zelanda



France

# General terms and conditions of the company Aerotecnica Coltri S.p.A. for sales contracts and contracts for labour and materials.

## I. General provisions/scope of application:

- These general terms and conditions (GTC) apply to all sales contracts and contracts for labour and materials with customers of Aerotecnica Coltri S.p.A. (hereinafter referred to as "Aerotecnica Coltri") regarding any and all products and equipment sold by Aerotecnica Coltri, also accessories and spare parts, as well as to service contracts such as installation, maintenance and trainings. Furthermore, the GTC apply mutatis mutandis to contracts for work, provided that the nature of the contract for work does not exclude the application of the GTC. The GTC apply exclusively. Deviating and/or supplementary provisions, especially contradictory terms and conditions of the customer, shall only apply if and insofar as Aerotecnica Coltri explicitly confirms their validity in writing. These GTC also apply if Aerotecnica Coltri unreservedly provides the contractual (ex works) delivery, service etc. knowing of the contradictory and/or supplementary conditions of the customer.
- An ongoing business relationship, these GTC shall apply in their respective version and – also without special indication or reference – also to all future transactions, especially also in case of calls or (subsequent) orders placed orally or by phone.
- Any individual agreements concluded with customers shall take precedence over these GTC. The basis for the content of such an individual agreement shall be, subject to proof to the contrary, the contract the parties concluded in writing or the written order confirmation of Aerotecnica Coltri.
- Any business communications Aerotecnica Coltri prints using electronic data processing or sends via e-mail, such as order confirmations, invoices, credit notifications, account statements and payment reminders, shall be valid and legally binding, also without signature.

## II. Quotes and contract conclusion:

- Unless expressly agreed in writing, all quotes of Aerotecnica Coltri are non-binding and without obligation and are subject to the reservation of Aerotecnica Coltri receiving deliveries. Orders shall only become binding based on the written order confirmation, unless Aerotecnica Coltri has already provided the requested service or if the service was already invoiced to the customer. The confirmation of receipt of electronic orders (e-mail) shall not constitute a binding acceptance of the order. But Aerotecnica Coltri may, at own choice, combine the confirmation of receipt with a declaration of acceptance.
- If Aerotecnica Coltri requires an export permit in order to comply with its performance obligations, the contract shall be concluded under the condition precedent that an export permit will be granted. Aerotecnica Coltri is obliged to apply for a corresponding permit with the responsible authority. If the application is turned down, Aerotecnica Coltri shall not have any further obligations.
- Ownership rights and copyrights, especially the reproduction and dissemination rights, to images, designs, calculations and other documents that the customer receives in association with a quote of Aerotecnica Coltri or otherwise, are reserved. These documents must not be made accessible to third parties with the exception of intended resale purposes and must be returned to Aerotecnica Coltri on request in the event of no contract being concluded or if the contract fails.
- The customer shall be liable for the accuracy and completeness of the documents he has to provide, such as templates and designs, as well as his rights thereto. If property rights of third parties are violated in the execution of an order, especially through the manufacture of products in accordance with designs, templates or other information of the customer, the customer shall indemnify and hold Aerotecnica Coltri harmless in regard to any and all claims of the holder of the property right (including any legal costs).
- A contract concluded between the customer and Aerotecnica Coltri may only be terminated by the customer with the express permission of Aerotecnica Coltri. If Aerotecnica Coltri agrees to a cancellation, Aerotecnica Coltri shall be entitled to lump-sum cancellation costs of 10 % of the gross order amount. Aerotecnica Coltri reserves the right to prove to the customer that higher damages were caused by the cancellation.

## III. Prices and payment conditions:

- Unless regulated otherwise, the prices given by Aerotecnica Coltri are given with packaging ex works Desenzano del Garda, Italy. Transport costs shall be borne by the customer. Unless expressly stated otherwise, the prices are net prices that do not include statutory value added tax. Confirmed prices shall only apply if the confirmed quantity is purchased. Deliveries and services that are not part of the quote (e.g. in the event of subsequent changes to the contract) shall be invoiced separately.
- If the list price is higher at the time of the delivery than the price agreed with the

customer, this higher list price shall apply if the delivery takes place more than four months after conclusion of the contract for reasons the customer is responsible for. This does not apply if the invoice has already been prepared and paid by the customer.

- Unless agreed otherwise, the (purchase) price (without deductions) shall be payable within ten days after notification of readiness for acceptance and invoicing (date of the invoice). Deviating payment targets are listed in the invoice. Payments by the customer must solely be made to Aerotecnica Coltri. Aerotecnica Coltri reserves the right to demand advance payments from the customer; Aerotecnica Coltri will declare any such request by no later than in the order confirmation.
- Upon expiry of the above-mentioned payment term (or a deviating term agreed in individual contracts), the customer shall be in default. While in default, interest at the statutory interest rate must be paid on the respective payment amount. Aerotecnica Coltri reserves the right to assert any further damages.
- If the customer is in default with payments that are due, Aerotecnica Coltri shall have the right to withhold delivery of other orders of the customer. If the amounts in arrears are then paid, Aerotecnica Coltri shall have the right to provide a new delivery at reasonable discretion, taking into consideration other delivery obligations.
- Aerotecnica Coltri shall have the right to assign payment claims to third parties.
- The acceptance of bills of exchange and cheques shall require the consent of Aerotecnica Coltri and they shall only be accepted as payment. Discount charges and other ancillary costs shall be borne by the customer.
- If the customer fails to comply with his payment obligations (e.g. does not cash a cheque or bill of exchange) or if a request for insolvency proceedings against him is filed or if insolvency proceedings are initiated, Aerotecnica Coltri shall have the right to declare due for payment all receivables without regard to the term of any collected bills of exchange that are not yet due. Furthermore, Aerotecnica Coltri shall then have the right to only provide outstanding deliveries in return for advance payments or the provision of securities. If no advance payments are made or no securities provided, also after setting of an appropriate time limit, Aerotecnica Coltri shall have the right to withdraw from the contract in regard to any services not yet provided, with the consequence that all claims of the customer in regard to the services that were not yet provided become void. In these cases, Aerotecnica Coltri may also assert damages or retention of title in accordance with the regulations of the following section V. in addition to or instead of a withdrawal.

## IV. Tolerances regarding service parameters:

- Deemed agreed as characteristics of the goods or services shall be the product description of Aerotecnica Coltri and, where applicable, of the manufacturer of any product supplied to Aerotecnica Coltri. Promises and guarantees given by Aerotecnica Coltri shall only be deemed binding if they have been given expressly and in writing. Aerotecnica Coltri shall only be responsible for public statements of third parties, especially in advertisements, if Aerotecnica Coltri arranged for these statements and if the purchase decision of the customer was actually influenced by the statements. Any information, designs, images, performance descriptions, information about dimensions and weights as well as other performance data set out in catalogues, price lists, brochures, circulars, other advertisement, other publications or the documents pertaining to the order are, to the customary extent in the industry, approximately correct and insofar of limited binding character. They shall only contain guarantees if they are expressly specified as such by Aerotecnica Coltri in writing. A reference to DIN standards only serves as more detailed description of an article and does not give rise to a guarantee, unless any such was expressly agreed.
- Reasonable deviations (tolerances) from performance data do not constitute material defects. This shall apply to the following tolerances in particular: - Delivery quantity for respiratory air compressors: measured with bottle filling at 0-200 bar - +/- 5 % - Delivery quantity for industrial air and gas compressors: measured following VDMA 4362 with flow meter against 0.8 times final pressure - +/- 5 % - Power input: KW +/- 5 % - Compressor rotation speed: 1/min +/- 5 % - Operating pressure (final pressure): bar +/- 5 % - Set pressure safety valve: bar +/- 5 % - Operating voltage: volt +/- 10 %, frequency Hz +/- 1 % - Sound pressure in decibel at 1 m distance: +/- 2 db - Net weight: kg +/- 10 % - Dimensions: m +/- 10 %
- Aerotecnica Coltri reserves the right to modify the design of devices without prior notification if such modifications are customary in the industry and reasonable for the contractual partner; this especially applies to modifications of individual parts that Aerotecnica Coltri purchases from suppliers. Design changes are always reasonable if they are based on a change in statutory or other regulations



applicable to the respective products or if the performance data including tolerances are not affected by the changes and if there are no significant limitations regarding use by the customer. In the event of design changes within an ongoing production run, the customer cannot demand that already delivered devices be retrofitted as well, especially not in the event of products that Aerotecnica Coltri obtains from suppliers.

#### V. Retention of title:

1. Aerotecnica Coltri retains the title to movable items until payment of the (purchase) price in full.
2. In an ongoing business relationship with the customer, Aerotecnica Coltri retains title to moveable items until any and all receivables under this business relationship were paid.
3. Under regular business operations, the customer shall have the right to resell and transfer the products delivered by Aerotecnica Coltri. The customer already now assigns his claims from the resale of the products delivered by Aerotecnica Coltri to Aerotecnica Coltri. If the customer enters the receivables from the sale of the products into a current account, he assigns to Aerotecnica Coltri the receivables from the closing balance; the amount shall be limited to the purchase price claims of Aerotecnica Coltri for the products resold by the customer. Aerotecnica Coltri accepts these assignments.
4. Insofar as the customer processes the products delivered by Aerotecnica Coltri, Aerotecnica Coltri shall become the owner of the manufactured new movable item. If the manufactured item is not manufactured using exclusively products from Aerotecnica Coltri; the co-ownership share of Aerotecnica Coltri shall depend on the proportion of the value of its products to the value of the remaining products that were utilised in the manufacture of the new item.
5. Under regular business operations, the customer shall have the right to resell and transfer the new product obtained by processing. The customer shall assign his claims from such a resale to Aerotecnica Coltri in proportion to the co-ownership share of Aerotecnica Coltri in the sold item. If the customer enters his receivables into a current account, he assigns to Aerotecnica Coltri his receivables from the closing balance; the amount is limited to the proportion of the customer's receivables that corresponds to the co-ownership share of Aerotecnica Coltri in the sold item. Aerotecnica Coltri accepts the assignment.
6. Aerotecnica Coltri grants the customer the revocable right to collect the claims assigned to Aerotecnica Coltri. The collection authorisation shall expire, also without being revoked, as soon as the customer is in excessive debt and/or insolvent, if he is at risk of becoming insolvent or in the event of a significant deterioration of fortune. Upon expiry of the collection authorisation, the customer is obliged to immediately notify the garnishee in writing of the assignment of the claim to Aerotecnica Coltri and to inform Aerotecnica Coltri of the notification of assignment. Furthermore, the customer is obliged to make available to Aerotecnica Coltri, on request, any and all information and documents that are required to assert the assigned claims.
7. On request of the customer, Aerotecnica Coltri shall release its security rights insofar as the realisable value of the items still in the possession of Aerotecnica Coltri and any claims assigned to Aerotecnica Coltri exceed 120 % of Aerotecnica Coltri's claims under the ongoing business relationship with the customer. When choosing which securities to release, Aerotecnica Coltri shall take the justified interests of the customer into consideration.

#### VI. Warranty:

1. The customer shall only be entitled to warranty claims if the customer complied with his statutory inspection and damage notification obligations. The customer is obliged to inspect the goods in due form upon arrival in all cases (also independent from statutory obligations). The customer must enter all discernible defects, shortages or incorrect deliveries on the delivery note or bill of lading immediately upon arrival of the goods, but no later than five working days after receipt and he shall always report these to Aerotecnica Coltri in writing prior to processing or installation. Otherwise the deliveries shall be deemed accepted. The customer shall bear the entire burden of proof regarding any and all conditions for asserting damage claims, especially the damage itself, the time of its discovery and the timeliness of the notice of defects.
2. The creation of a guarantee obligation is dependent on the condition precedent of correct installation of the equipment and other delivery items of Aerotecnica Coltri. The warranty obligation expires if the delivered goods are modified by third parties or through the installation of third-party parts, unless the modification is not causing the defect. It shall also expire if the customer disregards regulations regarding the putting into operation and if doing so results in a defect.
3. The warranty period shall be one year from transfer of risk. The regulations regarding the statute of limitations for recourse claims of the contractor against the supplier shall remain unaffected in any case.
4. No warranty obligation applies if the customer failed to grant Aerotecnica Coltri the necessary amount of time or opportunity after reporting the defect to undertake any repairs or replacement deliveries Aerotecnica Coltri deems necessary. Only in urgent cases of danger to operational safety, in order to avert dispro-

portionately serious damage or if Aerotecnica Coltri is behind schedule with the removal of the damage shall the customer have the right to remove the defect himself or through a third party and to demand Aerotecnica Coltri to reimburse the necessary costs. However, the condition that Aerotecnica Coltri must be informed immediately of the damage still applies. The customer does not have the right to remove the defect himself or through a third party if Aerotecnica Coltri is not obliged by law to provide a corresponding supplementary performance.

5. The warranty shall be limited, at the choice of Aerotecnica Coltri, to a replacement delivery, free of charge and carriage paid within the territory of the European Union and the European Economic Area, or subsequent improvement ("supplementary performance"). The supplementary performance does not include the removal of the defective goods nor the installation of the new goods, unless Aerotecnica Coltri was responsible for the installation of the goods in the first place. Where a defect is actually present, Aerotecnica Coltri shall bear the costs necessary for inspection and supplementary performance with the exception of costs for installation or removal, insofar as installation of the goods was not part of the contract. The costs incurred in an unjustified demand for removal of defects (e.g. inspection and transport costs) shall be borne by the customer. In the event of a replacement delivery, the rejected goods are transferred to the ownership of Aerotecnica Coltri at the moment in which Aerotecnica Coltri accepts the complaint. Additional costs that are caused by impeded access to the facility or insufficient work space or by delivery into a territory outside the European Union or the European Economic Area shall always be borne by the customer. If the customer receives inadequate assembly instructions, Aerotecnica Coltri shall only be obliged to provide correct assembly instructions. This obligation does not apply if the fault in the assembly instructions do not prevent proper assembly.
6. If the customer chooses to withdraw from the contract due to a defect following unsuccessful supplementary performance, he shall not also be entitled to damages. If he chooses damages following unsuccessful supplementary performance, the goods shall remain with the customer if that is acceptable for him. In this case, damages shall be limited to the difference between the purchase price and the value of the defective item. This shall not apply if Aerotecnica Coltri deliberately caused the contract violation.
7. Also in the event of defects, claims of the customer for damages and/or reimbursement of expenses shall only apply in accordance with these GTC and are otherwise excluded. Excluded from the warranty are, in particular, damages that occurred as a result of unsuitable and improper use, incorrect or improper installation or putting into operation by the customer or third parties, usual and natural wear and tear, incorrect or negligent treatment, the use of unsuitable operating equipment, improper storage as well as climatic, chemical, electrochemical and electronic influences unless these were caused by a fault on the part of Aerotecnica Coltri. The same applies to damages incurred as a result of ignoring the assembly, operation and maintenance instructions as well as damages caused by improper modifications or repair work by the customer or third parties and impact of any third-party parts as well as from the continued use despite occurrence of an obvious error.
8. Aerotecnica Coltri does not assume any liability for defects of only a certain class of items that exceeds the liability for specific items; in particular, the procurement obligation of Aerotecnica Coltri does not give rise to liability regardless of negligence or fault of Aerotecnica Coltri for any damage caused by the defect. Insofar as the parties have not excluded the claim to reimbursement of expenses of the customer through granting an equivalent settlement, the customer is obliged to refuse a supplementary performance in the event of resale to a consumer towards the consumer if a supplementary performance would only be possible at disproportionate costs. In the event of a resale of the item by the customer to a company, he shall also oblige the company to refuse a supplementary performance towards a consumer in the event of resale of the item to a consumer if a supplementary performance would only be possible at disproportionate costs. This means that Aerotecnica Coltri will only reimburse the customer for expenses for a supplementary performance under if the expenses are not disproportionate in terms.

#### VII. Delivery times, delivery and acceptance:

1. The dates and times for deliveries and/or services indicated by Aerotecnica Coltri shall only be binding as approximations unless they were guaranteed in writing as specific calendar dates. Indicated delivery times shall always commence upon sending of the written order confirmation, but not before the customer has submitted the documents he has to provide and/or fulfilment of all other obligations to co-operate and also not before receipt of any official certifications or permits that may be required. If the customer is obliged to make advance payments, the delivery time shall commence once Aerotecnica Coltri has received the advance payment in full.
2. The delivery and service times shall be deemed complied with if the delivered item has left the works or warehouse of Aerotecnica Coltri or if the customer was informed of readiness for shipping or the service was provided before the delivery and service times expire. Aerotecnica Coltri may make partial deliveries to an extent acceptable for the customer. Where acceptance is required, the notification of acceptability and readiness for acceptance or a prior acceptance

- shall be decisive, with the exception of cases of justified refusal of acceptance.
3. If Aerotecnica Coltri is prevented from complying with agreed delivery dates for reasons Aerotecnica Coltri is not responsible for (e.g. force majeure, sovereign interventions, disasters, war, riots, industrial actions in own facilities, facilities of suppliers or regarding means of transport), Aerotecnica Coltri shall inform the customer thereof immediately; in this event, Aerotecnica Coltri shall have the right to provide the delivery at a later point when the cause for the impediment is removed. If the delivery is delayed by more than four months, Aerotecnica Coltri and the customer shall have the right to refuse the delivery and to withdraw from the contract. In the event of a withdrawal, the customer has no further rights or claims due to non-delivery or late delivery based on these grounds, also not if these reasons only occur after the delivery time was already exceeded or Aerotecnica Coltri in default.
  4. In case of exceedance of the delivery or service times, the customer shall have statutory rights. However, a delivery shall only be delayed after expiry of a grace period set by the customer. Damage claims based on a delay, irrespective of the legal grounds, are not effective unless Aerotecnica Coltri is guilty of intent or gross negligence.
  5. If the customer delays acceptance or the delivery is delayed for other reasons the customer is responsible for, the customer shall be obliged to bear the resulting damages and costs (especially storage costs), starting one month after notification of readiness for shipping or expiry of the delivery time. Aerotecnica Coltri shall have the right to invoice a lump-sum of 1.0 % of the invoice amount of the goods for this for each commenced month plus potential costs for storage, preservation and a possible new acceptance in order to guarantee the promised characteristics. The customer shall be entitled to prove lower damages just like Aerotecnica Coltri is entitled to prove higher damages as well as to assert further legal claims (e.g. reimbursement of additional costs, cancellation). The aforementioned lump-sum shall be counted towards further payment claims of Aerotecnica Coltri towards the customer.
  6. Condition for the compliance with delivery and service times is the fulfilment of contractual duties by the customer. On request of Aerotecnica Coltri at any time, he is obliged to confirm his readiness for acceptance and the completion of any necessary preparatory actions in writing prior to delivery. If he refuses to do so or refuses to accept the goods, he shall be in default of acceptance. In this event, Aerotecnica Coltri is entitled to lump-sum damages of 10 % of the gross order value; additionally, the regulations in section VII.5 apply mutatis mutandis.
  7. Aerotecnica Coltri's delivery is provided ex works (EXW). If the facility in the aforementioned sense is not specified in an individual order, the following delivery locations apply: - Spare parts and plants: Aerotecnica Coltri S.p.A., via dei Colli Storicci 177, 25015 Desenzano del Garda - If, in individual cases, it is agreed to ship the goods to a different destination, Aerotecnica Coltri shall have the right to decide the type of transport, the means of shipping, the transport route as well as the type and scope of required protection and the selection of forwarder or carrier as well as packaging; Aerotecnica Coltri shall make these decisions in accordance with prudent discretion and customary diligence under exclusion of any liability. On request of the customer, the shipment will be insured by Aerotecnica Coltri at the cost of the customer against theft, breakage as well as damage caused by transport, fire and water as well as other insurable risks.
  8. Is the transaction based on a service contract, the customer shall be in default of acceptance of the service if he does not accept the service within one week of handover, notification of completion or invoicing. Acceptance shall be deemed completed when the customer puts the service into operation for a period of fourteen days without complaint after handover, notification of completion or invoicing and if Aerotecnica Coltri has pointed out this consequence upon handover, in the notification of completion or upon invoicing.

#### VIII. Transfer of risk:

1. The risk of accidental loss and accidental deterioration shall be transferred to the customer as soon as Aerotecnica Coltri provides the goods for collection or delivery (ex works, EXW) also if Aerotecnica Coltri has accepted further services, e.g. delivery or shipping costs. If a delivery method deviating from "ex works" is expressly agreed, the risk, also the risk of delay, shall be transferred to the customer upon handover to the forwarder, carrier or collecting party; this shall also apply in case of freight-free delivery or free delivery. Only and exclusively in case of delivery by Aerotecnica Coltri itself shall Aerotecnica Coltri bear the risk until delivery to the destination. The above shall also apply to partial deliveries.
2. Delivered items must be accepted by the customer, also if they exhibit insignificant defects, without prejudice to the rights set out in section VI. Complaints based on transport damage must also be asserted towards forwarders, carriers and their insurances or similar in time by the customer himself.

#### IX. Liability for defects:

1. The liability of Aerotecnica Coltri is limited to EUR 10.000.000,00 ( 10 million) for material defects. This limitation of liability does not apply in case of
  - a) injury to life, limb or health that was caused by a grossly negligent breach of duty by Aerotecnica Coltri or a deliberate or grossly negligent breach of duty by a legal

- representative or vicarious agent of Aerotecnica Coltri;
  - b) other damages that was caused by a grossly negligent breach of duty by Aerotecnica Coltri or a deliberate or grossly negligent breach of duty by a legal representative or vicarious agent of Aerotecnica Coltri;
  - c) damages that resulted from the not just minor culpable violation of major contractual duties or crucial secondary obligations the compliance with which the customer may rely on and which are important to achieve the purpose of the contract (cardinal duties); in this case, the liability of Aerotecnica Coltri is limited to the reimbursement for foreseeable damage typically incurred;
  - d) damages due to defects of the purchased item if Aerotecnica Coltri has given a guarantee for the characteristics of the item;
  - e) defects that Aerotecnica Coltri concealed with malicious intent.
2. Aerotecnica Coltri shall not be liable for loss of profit, absence of savings, damages caused by third-party claims and other indirect damages and consequential damages as well as for the loss of recorded data, unless Aerotecnica Coltri has created special confidence in facts in this regard. Aerotecnica Coltri shall only be liable for data recovery if the customer has made sure that these data can be reconstructed from other data material with reasonable effort.
  3. The above exclusions and limitations of liability shall apply accordingly to non-contractual and pre-contractual liability. They do not, however, apply to the damages listed in clauses 1 a) to e). Neither do they apply to claims under product liability law.
  4. Insofar as a liability of Aerotecnica Coltri is limited or excluded, this shall also apply to the personal liability of employees, representatives and other vicarious agents of Aerotecnica Coltri.
  5. Claims of the customer for damages shall become time-barred upon the end of the warranty period set out in section VI. 3., with the exception of injury to life, limb or health, damages resulting from intentional, malicious or grossly negligent behaviour or resulting from the violation of cardinal duties or claims under product liability law; these claims shall become time-barred in accordance with statutory periods.
  6. The customer may only withdraw or cancel due to a violation of duty that does not constitute a defect of the goods if Aerotecnica Coltri is responsible for the violation of duty.
  7. None of the above regulations shall give rise to a change in distribution of burden of proof as established by the law or court decisions.

#### X. Rights of retention, rights to refuse services, set-off

1. The customer shall only be entitled to set off with counterclaims if his counterclaims were legally determined, are undisputed or were accepted by Aerotecnica Coltri. Rights of retention or other rights to refuse services may only be exercised against Aerotecnica Coltri if and insofar they are based on the same contractual relationship. Also in an ongoing business relationship each individual order shall be considered a separate contractual relationship.
2. The customer shall not be entitled to assert a right to refuse a service in accordance with section 320 BGB or a right of retention in accordance with section 273 BGB, unless these rights are based on a defect of the purchased item for which Aerotecnica Coltri already received part of the payment that corresponds to the value of its performance or on counterclaims of the customer that are undisputed, legally determined or accepted by Aerotecnica Coltri.

#### XI. Copyrights and violations of property rights:

1. The customer guarantees to not make or to have copies or imitations made of Aerotecnica Coltri products. He acknowledges that the products of Aerotecnica Coltri are protected against copies and imitations by patents and other industrial property rights. A violation of these rights can result in serious criminal consequences and shall entitle Aerotecnica Coltri to assert damage claims and injunctive relief against the customer.
2. Insofar as the scope of delivery also includes operating software subject to licensing, Aerotecnica Coltri grants the customer upon payment in full of all invoices for the delivery a simple, nonexclusive right to use this software in its current form upon delivery (release) on the supplied equipment that is only transferable in combination with the associated hardware. Special licensing terms apply to user software which will be given to the customer together with the respective software. The customer is obliged to install and use software exclusively within the parameters of the authorisations that were granted.
3. The customer acknowledges that software contains or can represent brand rights, know-how and other intellectual property and that these rights are those of Aerotecnica Coltri or its suppliers. The work documents for trainings are likewise protected by copyrights and may – also in excerpts – only be duplicated with the express written permission of Aerotecnica Coltri.
4. If third parties assert claims towards the customer due to the violation of a property right through the use of a product provided by Aerotecnica Coltri, the customer shall immediately notify Aerotecnica Coltri thereof in writing. Aerotecnica Coltri shall, at its own discretion, either comply with these claims at own costs or shall avert these or terminate disputes by settlement. The customer shall support Aerotecnica Coltri in the defence in every reasonable manner. Aerotecnica Coltri

shall bear all financial burdens resulting from a judgement against the customer, including any damages awarded to third parties and the costs of the proceedings. Aerotecnica Coltri shall bear the costs of a settlement if Aerotecnica Coltri agrees to the settlement. The customer grants Aerotecnica Coltri the sole authority to decide on legal defence and on settlement negotiations. He shall grant Aerotecnica Coltri the necessary powers of attorney on a case-by-case basis.

5. Should Aerotecnica Coltri become convinced that a product may become the object of complaints regarding property rights, Aerotecnica Coltri shall, at its choice, have the right - to acquire at own costs the right for the customer to continue to use the product, - to replace the product at own costs to a reasonable extent or to modify the product so that it no longer violates third-party rights; - to take back the software, devices or parts thereof and to reimburse the customer for the purchase price minus a reasonable usage fee.
6. Aerotecnica Coltri shall not have any obligations if the software, machines or parts thereof are modified by the customer or connected with programmes or data not provided by Aerotecnica Coltri and if this result in thirdparty claims.

## **XII. Ban on use and export limitation:**

1. Without an express permission, granted in advance and in writing, the customer shall not have the right to use or to provide Aerotecnica Coltri products to a third party for use in connection with the operation or maintenance of
  - a facility that uses nuclear energy,
  - mass transport facilities,
  - facilities for air traffic control or for aircraft. The regulations in this section do not apply to flight simulators.
2. The goods are intended to remain in the country of delivery as agreed with the customer and may not be exported from that country without the permission of Aerotecnica Coltri. If Aerotecnica Coltri grants such a permission, the customer is obliged towards Aerotecnica Coltri to comply with the respective national and international regulations regarding re- /export control law, especially those of Italy Republic, the European Union and the United States of America.
3. The customer must assess and ensure that the (direct or indirect) transfer or the (direct or indirect) mediation of contracts regarding the goods/services of Aerotecnica Coltri does not violate an embargo issued by Italy Republic, the European Union, the United States of America or the United Nations or other national or international export control law regulations. This shall also apply if the provision of other economic resources in connection with the goods of Aerotecnica Coltri violates such an embargo or the aforementioned regulations. Moreover, the customer is obliged to assess and to ensure that the goods are, upon transfer, not intended for a prohibited use and/or any use relevant for the defence industry, nuclear or weapons use that is subject to permits if no corresponding permit was issued. The customer must comply with the regulations of any and all pertinent lists of sanctions, especially those of the European Union and the United States of America, in regard to business transactions with the listed persons, companies and/or organisations. The customer guarantees that he will not make the supplied goods available, neither directly nor indirectly, to a natural or legal person, organisation and/or company that is subject to sanctions under national and international regulations, especially of the Italy Republic, the European Union, the United Nations and the United States of America, and that he will not deliver the supplied goods, neither directly nor indirectly, to a country or territory that is subject to an embargo in the aforementioned sense.
4. On request of Aerotecnica Coltri, the customer will immediately provide Aerotecnica Coltri with all information about the final recipient, the final destination and the intended use of the goods delivered by Aerotecnica Coltri as well as any export restrictions applying in this regard, especially also in form of an end user-certificate (EUC).
5. If authorities and/or other third parties assert claims against Aerotecnica Coltri as a result of a violation of the above obligations, the customer shall indemnify and hold Aerotecnica Coltri harmless in full and shall reimburse Aerotecnica Coltri for all damages and costs incurred in this context.

## **XIII. Final provisions:**

1. The place of performance for all claims under the business relationship with the customer is Desenzano del Garda, Italy; the place of performance for the delivery obligations of Aerotecnica Coltri, however, is the place of business of the works or warehouse Aerotecnica Coltri commissioned with the delivery.
2. The relationship of the parties is exclusively subject to Italian law. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) are excluded.
3. If the contractual partner is a businessman in terms of the HGB, a legal person under public law or a special estate under public law, the exclusive and also international place of jurisdiction for all claims under and in connection with the contractual relationship is, at the choice of the suing party, Brescia or the general place of jurisdiction of the defendant party. Overriding statutory provisions, especially exclusive legal jurisdictions, shall remain unaffected.
4. If a provision of these general terms and conditions is or becomes void in part or in whole, this shall not affect the validity of the remaining provisions. \*\*\*

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