



General Terms and Conditions of Sale

Product Supplement – MCD-Manufactured Printed Circuit Heat Exchanger (PCHE) Products

Adopted July 1st, 2026

- 1.1 Scope and definitions. This Product Supplement (the “Supplement”) modifies and supplements SWEP’s General Terms and Conditions of Sale (the “General Terms”) solely for Products that are MCD manufactured printed circuit heat exchangers marketed under the branding “Made by MCD for SWEP” or such other co-branding as may be mutually agreed between SWEP and the manufacturer and expressly indicated in SWEP’s quote or order confirmation for the relevant order (“MCD PCHE Products”). For the avoidance of doubt, this Supplement does not apply to any other products.
 - 1.2 Order of precedence. In the event of any conflict between this Supplement and the General Terms or any other document applicable to an order for MCD PCHE Products, this Supplement shall prevail solely for such MCD PCHE Products, consistent with the General Terms’ document hierarchy.
 - 1.3 Delivery terms and risk of loss. For MCD PCHE Products, the applicable Incoterms delivery condition shall be as set forth in SWEP’s order confirmation for the specific order and may include delivery DAP directly to the end customer location in accordance with Incoterms. Where DAP delivery is used, risk of loss or damage shall pass to Customer upon delivery at the named end customer location; where another Incoterm is used, risk shall pass in accordance with that Incoterm as reflected in the order confirmation.
 - 1.4 Inspection, notices of nonconformity, and RMA cooperation. Customer shall inspect MCD PCHE Products upon delivery and shall notify SWEP in writing of any identified or identifiable defects or deficiencies without delay, and in any event not later than five business days from delivery for visible defects and not later than two weeks from discovery for other defects, consistent with the General Terms. Where delivery is made DAP directly to an end customer location, Customer undertakes to forward to SWEP without undue delay any notice or information about nonconformity received from the end customer and to do so early enough to enable SWEP to give timely notice to the manufacturer. Customer shall without delay cooperate with SWEP in processing returns and corrections in accordance with return merchandise authorization (RMA) procedures and logistics instructions.
 - 1.5 Warranty period and remedies. For MCD PCHE Products, and unless otherwise expressly stated in SWEP’s order confirmation, SWEP’s warranty period and defect liability shall remain as set out in the General Terms. SWEP’s remedies shall remain those set forth in the General Terms; however, Customer acknowledges and agrees that, for MCD PCHE Products, SWEP may perform, or cause to be performed by the manufacturer through SWEP, any repair, replacement, or other corrective action, and Customer shall comply with reasonable instructions necessary to facilitate such remedy.
 - 1.6 Intellectual property and co-branding. Customer acknowledges that all intellectual property rights in and to the MCD PCHE Products and associated materials, including without limitation designs, technology, software, documentation, and trademarks, are owned by the manufacturer Microchannel Devices S.r.l. (MCD) or its licensors. Nothing in the Agreement grants Customer any right or license in or to any MCD trademarks, trade names, or brand identifiers. Customer acknowledges and agrees that MCD PCHE Products and their documentation may bear the co-branding “Made by MCD for SWEP” and other truthful origin statements and markings in accordance with the manufacturer’s brand guidelines and applicable origin marking laws, and that such markings do not constitute a deviation from specification, nonconformity, or defect. The General Terms’ restrictions on drawings, technical documents, and other technical information continue to apply.
 - 1.7 Liability and remedies framework. SWEP’s limitations and exclusions of liability, indemnity structure, and exclusive remedies as set out in the General Terms remain unchanged and apply to MCD PCHE Products. For the avoidance of doubt, any exclusion or limitation of liability for personal injury or damage to property shall apply only to the extent permitted by applicable mandatory law. Where the General Terms provide for SWEP to offer remedies in respect of alleged infringement of third-party intellectual property rights, such remedies may, for MCD PCHE Products, be provided by or through the manufacturer.
 - 1.8 Governing law, dispute resolution, and other General Terms. Except as expressly modified by this Supplement, the General Terms continue to apply in full to MCD PCHE Products, including without limitation governing law, dispute resolution, force majeure, confidentiality, data protection, and export and sanctions compliance.
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