

Safera's Warranty and License Terms and Conditions

In force starting from 15.6.2011



1 Applicability of the Warranty

Safera Oy ("Safera") gives to its new products ("Product") a limited manufacturer's warranty to end users of the Product in accordance with these Safera's Warranty and License Terms and Conditions. The warranty applies to the Defects (as defined in Section 6) covered by the warranty, which are notified to Safera during the warranty period. This limited warranty does not limit a consumer's right to claim the rights according to the mandatory applicable consumer protection legislation.

2 Start of the Warranty Period

The warranty period starts from the date of the first purchase of the Product. In case the Product has been installed ready to a new apartment, the date of the purchase shall be deemed to be the date of first purchase of the apartment. In case the Product is installed by the end user, the end user shall inspect the Product prior to the installation and without delay inform the seller of the Product about the defects or errors in the Product or its delivery.

3 Warranty Period

The warranty period shall be twenty-four (24) months.

3.1 Warranty to a Repaired Product

Warranty for a Product that has been repaired or replaced shall be the original warranty period of the Product which was repaired or replaced.

In addition, Safera gives to the spare parts used in the warranty repair of the Product an additional three (3) months warranty starting from handing over of the warranty repair. Otherwise warranty repair does not extend the original warranty period.

4 Work Included in the Warranty

Based on the warranty the Defects covered by the warranty will be repaired or the Product will be replaced (as Safera selects) without expense, provided that Safera was informed about the warranty claim during the warranty period. The repair or replacement will be made within a reasonable time during normal working hours in Safera's repair shop, in a repair shop authorized by Safera or in other place designated by Safera, such as in the premises where the Product is installed.

5 How to Act

For the warranty service, the end user shall contact primarily the seller of the Product. The end user may also contact Safera or a repair shop authorized by Safera. Information about the warranty service is in the Product's user manual or on Safera's website.

Safera, the seller of the Product or a repair shop authorized by Safera (depending on with whom the end user is in contact) informs the end user of how and when the warranty repair will be performed. In case this has not been informed to the end user within a reasonable time, the Product shall be delivered to the nearest Safera's repair shop or a repair shop authorized by Safera.

The original parts which have been replaced under the warranty shall be Safera's property and shall be delivered to Safera.

6 Preconditions for Warranty Repair

Warranty is valid on condition that the Product has a defect attributable to material or manufacturing or it otherwise does not substantially conform to its written specifications ("Defect") and that:

- a) the Defect has been noticed in usage conditions deemed normal and it can be reproduced in such conditions,
- a) the instructions for installation, use and maintenance have been followed,
- b) the Product has been maintained or repaired by using original spare parts and supplies,
- c) the warranty claim is made by the owner of the Product or its representative,
- d) the owner of the Product or its representative notifies the Defect during the warranty period and within a reasonable time after noticing it, and shall be responsible for the Product's condition until it has been handed over for repair. Upon the handing over Safera shall be given a declaration about the Product's purchase date, order references, itemization of the Defect and description of the Product's usage conditions.

In the event it is noticed, that the Defect is not covered by the warranty, Safera has the right to charge for the work and the expenses caused by searching and location of the Defect or error according to Safera's valid price list. Safera has also the right to charge the end user for an agreed repair of the Defect or error not covered by the warranty.

For the avoidance of doubt it is stated, that marketing materials are not Product specifications.

7 Limitations of Warranty and Liability

The warranty does not cover:

- a) repair of Defects, which are due to normal wear and tear, failures in installation, use or maintenance, faulty or deficient repair made by others than Safera or a repair shop authorized by Safera, usage conditions in contradiction with the instructions or choosing by end user of a Product that is not suitable for the use in the premises where the Product is used or is wrong size or capacity;
- b) repair of Defects, in case the Product has been repaired or modified by others than Safera's repair shop or a repair shop authorized by Safera;
- c) repair of a Defect caused by external factors, such as accident, fluctuation of electricity or air conditioning, thunder, fire or water;
- d) use of the Product in combination with any other product not accepted by Safera in the user manual or otherwise in written form, or usage in usage environment not accepted by Safera in the user manual or otherwise in written form.

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THE PRODUCTS DO NOT DIMINISH OR REMOVE THE END USER'S RESPONSIBILITY TO FOLLOW THE AUTHORITIES' ORDERS IN FORCE OR RESPONSIBILITY TO ACT WITH DUE CARE TO AVOID DAMAGE TO PROPERTY AND PERSONS. EVEN IF THE PRODUCTS ARE USED, THE END USERS SHALL CONSIDER USE OF OTHER EQUIPMENT AND MEASURES TO AVOID DAMAGE, AND THE END USERS SHALL BE RESPONSIBLE FOR MAINTAINING IN FORCE THE INSURANCES FOR PROPERTY AND PERSONS. SAFERA SHALL NOT BE LIABLE FOR ANY DAMAGE TO PROPERTY OR PERSONS OR FOR ANY MONETARY OR FINANCIAL DAMAGES CAUSED BY THE FUNCTIONING OR NON-FUNCTIONING OF THE PRODUCTS, TO THE EXTENT THE MANDATORY LAW ALLOWS THIS KIND OF DISCLAIMER.

To the extent mandatory law does not prohibit such disclaimer,

- a) This limited warranty governs the sole right of an end user to make claims towards Safera based on defects in the Products, and Safera's liability for the defects in the Products;
- b) Safera is not liable for loss of income or other indirect or any other damages that are difficult to predict;
- c) Safera's liability, including price returns and reductions, is limited to the Product's purchase price.

8 Software License

The software included and/or embedded in the Products may be used only as integrated in the Products when using the Products in their designed use. The software may not be separated from the Product, or used separately from the Product or used in connection with the use of other products or as part of other products. The software may not be (a) copied or otherwise reproduced (possible reinstallation shall be performed by Safera or a repair shop authorized by Safera), (b) modified, disassembled, decompiled or reverse engineered or (c) delivered to third parties other than as part of the Product when assigning the Product's ownership. The end user is granted only the right to use the software in accordance with this provision. Copyright and other intellectual property rights in and to the software shall belong to Safera.

9 Dispute Resolution

These terms shall be construed in accordance with the laws of Finland excluding its choice of law provisions and the UN Convention on Contracts for the International Sale of Goods.

To the extent the mandatory applicable legislation does not regulate otherwise, all disputes arising out of these terms shall be finally settled under the Rules for Expedited Arbitration Board of Arbitration of the Central Chamber of Commerce of Finland by one (1) arbitrator appointed by the said arbitration institute, in English

language. The arbitration shall take place in Helsinki, Finland.

Notwithstanding the above, Safera shall be entitled to seek equitable and/or injunctive relief in court of law of end user's or Safera's domicile.