

WARRANTY TERMS AND CONDITIONS

1. **ETS NORD AS** (registry code: 10462380; address: Harju maakond, Tallinn, Lasnamäe linnaosa, Peterburi tee 53, 11415; hereinafter: **Seller**) ensures a warranty to the person who purchased the goods or ordered the service or to the legal successor of such person (hereinafter: **Buyer**) for goods (items) and services (works) purchased from the Seller under the conditions set out in these warranty terms (hereinafter: **warranty**).
2. **Validity of the warranty.** The warranty agreement is considered to be concluded upon delivery of this warranty certificate to the Buyer or by reference to it. The warranty becomes void if:
 - 2.1. the item or work has been modified or repaired by someone other than the Seller or a person designated by the Seller, without the Seller's prior approval and the Seller's corresponding instructions;
 - 2.2. the item or work has been used for a purpose for which the item or work was not intended and/or which is not in accordance with the installation and/or user manual for the item or work.
3. **Warranty period.** The warranty period (the period for submitting complaints) is 60 months presupposing signed service agreement for canopies, UV and EcoAzur with ETS NORD accredited service partner (hereinafter: **warranty period** or **the period**). Period starts from the signed commissioning protocol, unless otherwise stipulated in the main agreement. The warranty period shall be suspended for the period during which the Buyer is unable to use the item or work due to a lack of conformity for which the Seller is responsible. If the item is replaced or new work is performed by the Seller, the warranty prescription period starts anew from the handover of the replaced item or new work to the Buyer. If the item or work is repaired by the Seller, the warranty prescription period starts anew with respect to the eliminated defect, from the time of the repair.
4. **Warranty event.** The Buyer may submit a complaint to the Seller during the warranty period regarding circumstances that prevent the intended use or storage of the goods, if these circumstances are caused by a defect in the goods or by the work not complying with the terms of the contract.
5. **Prerequisites for the validity of the warranty.** The prerequisites for the rights specified in the warranty to arise are:
 - 5.1. the installation of the item has been carried out in accordance with the installation instructions and good construction practice;
 - 5.2. the use of the item or work has taken place in accordance with the intended use of the item or work and the user manual;
 - 5.3. the defective item has been delivered to the Seller or the Seller's representative has been given access to the defective item or work;
 - 5.4. the Buyer has followed the Seller's instructions within a reasonable time and with due diligence in relation to the warranty and the exercise of the rights arising from it.
6. **Rights arising from the warranty.** Upon the occurrence of a warranty event, the Buyer shall have the rights provided for in the warranty if the prerequisites for the application of the warranty specified in clause 5 have been met and the warranty has not become void. The warranty includes the Buyer's right upon the occurrence of a warranty event, to demand repair or replacement of the item or work or to bring the work into compliance with the terms of the contract. The Seller shall cover the costs relating to the repair or replacement of the item, in particular any costs relating to transport, postage, work, travel and materials, if the warranty applies and is valid. If the repair of the item or work fails or if it is not possible to replace the item or work with an equivalent new item or work, or if the total cost of repair or replacement exceeds the original purchase price, the Seller has the right to refund the original price paid for the defective item or work instead of replacing or repairing the item or work. If the defect occurs in a part of a product or work that is

part of a complete product or work (for example, in a round ducting system one transition piece is defective), the Seller has the right, in the event of having a replacement and repair or refund obligation, to limit itself only to the repair and/or replacement or compensation for the cost of the faulty part.

7. **Additional explanations regarding consumer sale.** This warranty applies to all goods sold and services provided by the Seller. The consumer has the right to use, free of charge, any legal remedies provided by law against the Seller in the case of non-conformity of an item or work, and this warranty does not affect such right.
8. **Using the warranty.** For using the warranty, the Buyer must submit a complaint via the Seller's website <https://my.etsnord.com/reclamation?lang=en>. When submitting a complaint to implement the warranty, the Buyer must describe the defect as accurately as possible within the complaint and, if possible, attach data and documentation about the item or work to the complaint (including the invoice and its number, where and when the item was purchased, the handover-receival document, and contract terms). In the event of disagreements regarding the presence of a defect in an item or service or responsibility for the defect, the Seller shall order an expert examination of the item or service within 5 working days of receiving the Buyer's complaint, the costs of which:
(i) shall be borne by the Buyer if the defect is not identified or, if the defect is identified, but the Buyer is at fault for the defect or, given the nature of the defect, the warranty does not apply to such defects; (ii) shall be borne by the Seller if the defect is identified and the Buyer is not at fault for the defect and, given the nature of the defect, the warranty applies. The Seller's refusal to order an expert examination gives the Buyer the right to order an expert examination for the relevant goods or work themselves, in which case the Buyer has the right to demand compensation from the Seller for the costs incurred if the expert examination identifies a defect and the Buyer is not at fault for the defect and, given the nature of the defect, the warranty applies to the defect.
9. **Circumstances excluding the Seller's liability.** The warranty does not cover damages not specified in the warranty, nor damage caused to third parties due to a defective item or work, nor the Buyer's loss of profit. The warranty does not apply to defects that have occurred to the item or work due to:
 - 9.1. installation that has not been carried out in accordance with the installation and/or user manual, or use or maintenance of the item or work that does not comply with the installation and/or user manual;
 - 9.2. non-purposeful or non-intended conditions or environments of use;
 - 9.3. supply voltage fluctuations or overload, or non-compliance with the technical requirements of the electrical power supply systems used by the Buyer;
 - 9.4. lightning damage or non-compliance of grounding circuits in power distribution panels used by the Buyer.