



WARRANTY TERMS AND CONDITIONS

These warranty terms and conditions are applied to the warranty, which is granted by ECOAIMS Ltd. (Supplier) to its consumer customers. These warranty terms and conditions is only for consumer customer use and do not apply to professional use.

These warranty terms supersede all terms and conditions used by the Customer (such as purchasing terms and conditions or statements in orders), unless expressly agreed otherwise on the above referred written signed separately by Supplier.

Products (a single part of, for example, a total shooting set, a set of spare parts or a part of another similar set) sold by ECOAIMS Ltd, or its certified reseller are warranted against design, manufacturing or material defects and workmanship for the limited warranty period of a 24 month (maximum) from the date of the purchasing or delivery of the products. In case of professional use, the warranty is 12 months.

The Supplier undertakes to repair such defects of the Products which are attributable to manufacturing or material, which are reported by Customer to the Supplier in writing during the warranty period and the repair of which is a precondition of safe use of the Product and the functioning of the Product according to the specifications of the Product. The Customer shall notify and, at the request the Supplier, describe in more detail how the defect occurs.

In the event of defect, the Customer should contact the Supplier or it's certified reseller without delay and follow the instructions or advise given. Claims made under this warranty are only valid upon presentation of the proof of purchase (sales invoice or other similar proof of purchase) for the product (given by the Supplier or it's certified reseller) indicating the date of purchase, model name and serial number of the product.

Warranty repairs are carried out by the Supplier, it's certified reseller or by third party named by the Supplier. To perform the warranty repair, the Customer

shall give the Product into the disposal of the Supplier, it's certified reseller or third party named by the Supplier, for as long as necessary during the Supplier's normal working hours. If needed, the Customer shall deliver the Product to the Supplier, it's certified reseller or to third party named by the Supplier. If the warranty covers the defects, the expenses arising from the delivery of the Product to the Customer are paid by the Supplier.

All replacement parts under warranty will be provided by the Supplier. Repair parts or replacement of the product will be furnished on an exchange basis and will either be new or refurbished parts (where legally permissible). All original items replaced in the performance of repair services shall become the property of Supplier.

Alternatively, the Supplier may, at its discretion, replace the defective product with a new product during the warranty period. The warranty period of the new product corresponds to the existing warranty period of the original product.

The Products may require from time-to-time software updates in order for them to work optimally in conjunction with other products and networks. It is the Customer's responsibility to apply these updates and to ensure that the Product has to newest version of the software installed on it.

LIMITATION OF WARRANTY

The warranty covers only defects, which arise in operating conditions specified for the Product (product specifications, user manuals or other similar document) or other appropriate operating conditions, and if used correctly.

The warranty does not cover defects that are caused from faulty, unclear, or incomplete information provided by the Customer. The liability of the Supplier is limited in accordance with these warranty terms, and the warranty does not cover any damages potentially caused by the Product to other objects or persons.



The warranty does not cover normal wear and tear, or consumable parts whose normal durability is shorter than the warranty term. The warranty covers only such parts of the Products, which are defective due to fabrication errors. For the sake of clarity, the warranty does not cover any regular maintenance possibly performed on the Product during the warranty period.

No new warranty is given to spare parts or replacement products delivered or installed under the warranty, but the warranty period covering a repaired or replaced Product is the duration of the original warranty period. The warranty does not cover repairs of such defects, which have been caused by relocation or transport of the Product carried out by the Customer or a third party. The warranty shall expire if the Customer or a third party dismantles the Product.

The warranty does not cover defects, which result from negligent or incorrect use of the Product, such as use of the Product contrary to operating instructions, failure to carry out the repairs and maintenance procedures defined for the Product, or inappropriate performance of the same, faulty installation or placement of the Product to the operation site contrary (such as installation or placement contrary to operating instructions) or connecting the Product with any product other than a product the compatibility of which was confirmed by the Supplier in writing.

The warranty does not cover defects that are caused as a result of factors or conditions not dependent on the Supplier. Such are, among other things, fluctuation of voltage in power lines or power disruptions, air conditioning problems, accidents, fires, water damage, thunder, fire, vandalism, or other similar situations.

The warranty does not cover any defects caused in the course of maintenance, repairs or modifications of the Products, if such work is carried out by anyone else than the Supplier, its certified reseller or a maintenance services provider authorized by the Supplier in writing.

The warranty does not cover any defects that result from actions of the Customer or third parties, which directly or indirectly affect the functioning or the use of the Product, such as, for instance, structural modifications, or repairs, modifications or upgrading of software, or other repair works or modifications.

The warranty does not, in any event, cover the following:

- cosmetic damage, including but not limited to scratches and dents;
- use of the product as part of a business, trade or profession;
- use of the product in conjunction with accessories, chargers or supplies not approved by Supplier for use with this product;
- failure of the product arising from incorrect use that does not comply with technical or safety standards currently in force, or failure to comply with product manual instructions unless the installation is completed by Supplier;
- damage to the battery caused by overcharging or failure to use in accordance with the specific instructions for the care of the product outlined in the product manual;
- cases where the model, serial or product number on the product has been deliberately altered, deleted, removed or made illegible;
- cases where any of the seals on the battery enclosure or cells are broken or show evidence of tampering;
- cases where damage of the display panel has occurred;
- defects which may be fixed by the installation of official software or software updates not provided by Supplier,

If the defect is not covered by the warranty, the Supplier shall be entitled to charge a fee for troubleshooting and repairing the defect and a cost-price fee for transport, travel, and other expenses.

LIMITATION OF LIABILITY

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This warranty will be the Customer's sole and exclusive remedy against the Supplier.

Under no circumstances will the Supplier be liable for:

- consequential or indirect damages, such as loss of production, loss of turnover, loss of profit, loss of contracts, or loss of use, or compensation payable to third parties;
- loss or alteration of data or any damages caused by the same or costs of cover purchase, even if the Supplier has been advised of the possibility of such damages.

The aggregate maximum liability of the Supplier for and in connection with possible failure to honor this warranty and under and in connection with possible the Agreement between the Parties (including price discounts and rebates), shall be twenty percent (20 %) of the purchase price of the Product (a single part of, for example, a total shooting set, a set of spare parts or a part of another similar set), without value added tax, paid by the Customer to the Supplier.

FORCE MAJEURE

The Supplier is not liable, if the performance of its obligations is prevented or substantially complicated by a circumstance beyond the Supplier's reasonable control ("Force Majeure"), such as natural disasters, lightning, fire, earthquake, flood, disruptions of power or networks, war, mobilization of troops, military conscriptions, rebellion or riot, seizure, confiscation, currency restrictions, authorities' orders, restrictions of transport, general shortage of means of transport, goods, or energy, roadblocks, or strikes or other industrial actions, irrespective of whether or not the Supplier is a party to such industrial action. Furthermore, any faults or delays of subcontractors caused by the above referred circumstances constitute Force Majeure.

APPLICABLE LAW AND SETTLEMENT OF DISPUTES

These warranty terms shall be governed by the laws of Finland, excluding the choice of law provisions and the

United Nations Convention on Contracts for the International Sale of Goods. The parties shall first attempt to settle any disagreements arising from these warranty terms by negotiations between the parties, and if within ninety (90) days from the start of negotiations a settlement is not reached, a party may have recourse to the Finland Chamber of Commerce, to have the dispute settled.

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