

Atexor Warranty terms

1 Scope

These warranty terms shall be applied to all deliveries between Atexor Oy (hereinafter Supplier) and another party (hereinafter Buyer) and for all products manufactured or sold by the Supplier unless otherwise specifically agreed on in writing between the parties. These warranty terms shall supersede all general terms used by the Buyer with regard to matters regulated in these warranty terms. The Buyer is obligated to outline its own warranty liability to correspond to these terms.

2 Quality of the product

The Supplier warrants that the product is manufactured in compliance with the agreed product specifications and is suitable for its intended purpose. The warranty shall cover all defects arising from design, manufacturing and materials in the product. This warranty is issued on condition that the product is used for its intended purpose and that the instructions for installation, use and maintenance which accompany the product, have been carefully adhered to. The Supplier is not liable for defects which arise from normal wear or tear or incorrect use of the product.

3 Warranty period

The warranty period for product is twenty-four (24) months with the exception of batteries, whose warranty period is six (6) months. The warranty period begins once the product has been delivered to the Buyer.

4 Battery storage

The warranty requires that batteries are taken into use through being charged once until fully charged within three months of factory delivery. During storage, batteries must be charged every three months.

5 Repairing defects

In case there is a defect, malfunction or non-compliance in the Products, the Supplier shall at his own expense and in accordance with its own choice, either repair a defective product or supply the Buyer with a new product. The warranty covers the repair or replacement of a defective product including freight and forwarding charges as well as any other warranty repair or immediate replacement-related delivery costs to the original



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delivery address. The warranty does not apply to any possible disassembly and installation costs or to any other similar indirect costs.

Warranty repair may be carried out by the Supplier or by a third party authorised by the Supplier, which may replace a defective product with a new product either in part or in whole. The execution of a warranty repair requires that the defective product or defective product component is returned to the Supplier or a third party designated by the Supplier at the Supplier's request.

The following product maintenance requirements which comply with Ex-product standards must be taken into account during warranty repairs:

- i. IEC 60079-14 Explosive atmospheres – Part 14: Electrical installations design, selection and erection”
- ii. IEC 60079-17 Explosive atmospheres – Part 17: Electrical installations inspection and maintenance
- iii. IEC 60079-19 “Explosive atmospheres – Part 19: Equipment repair, overhaul and reclamation.

6 Buyer's inspection obligation and reclamations

The Buyer is to inspect the product immediately after product handover. The Buyer must submit any reclamation in writing to the Supplier within two (2) weeks of noticing a defect or when the defect should have been noticed.

7 Indirect damages

Under no circumstances is the Supplier liable for indirect damages such as loss of production, reduction in turnover, loss of profit, loss of contracts or loss of utility.

8 Resolution of disputes

Finnish law will be applied to these warranty terms. Any possible differences of opinion or disputes arising from these warranty terms will be resolved primarily through negotiations. Any disputes caused by these warranty terms shall be finally resolved through arbitration in accordance with the Finland Chamber of Commerce's Arbitration Institution's fast-track arbitration regulations.

9 Validity period

These terms shall be valid until further notice from 15.11.2013.



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