

AIRFI OY AB

Warranty terms and conditions as of 1st March 2024

These Warranty Terms and Conditions shall apply to all purchases of Airfi Oy AB's ("Manufacturer") products ("Products") made after 1.3.2024. Any deviations from these Warranty Terms and Conditions shall apply only if they are agreed in writing. These Warranty Terms and Conditions form an integral part of the agreement on the purchase of the Products between the Manufacturer and the purchaser ("Agreement"). In case of discrepancies between these Warranty Terms and Conditions and the Agreement, the order of priority shall be as follows: 1.) the Agreement and 2.) these Warranty Terms and Conditions.

Warranty Period (Basic Warranty)

The Manufacturer grants a two (2) year warranty for its air handling units with heat recovery as of the delivery of the unit. For range hoods and accessories, the warranty period is the same: two years as of the delivery. The Manufacturer warrants that the Product conforms with the Manufacturer's then current Product catalogue at the time of delivery ("Product Specification"), unless otherwise agreed in writing between the purchaser and the Manufacturer. Repairing of the Product or replacement of the defective Product does not prolong or extend the original warranty period.

Additional Warranty Period

The Manufacturer further grants an additional warranty of four (4) years as of the end of the warranty period of two (2) years defined above to the following parts of its air handling units: to circuit boards, sensors, coils and heat recovery cell. The additional warranty of four (4) years is subject to that only the original Airfi spare parts and filters have been used in the unit and the filters have been changed whenever needed and at least twice a year during the whole warranty period (2 + 4 years). You may order the original Airfi filters at our Web shop at <https://airfi.fi/en/shop/>. In case the original filters have been bought elsewhere the copy of the receipt has to be submitted to proof the originality of the filters.

The additional warranty covers the following parts: circuit boards, sensors, coils, heat recovery cell. Neither the additional warranty nor the basic warranty covers any defects or deficiencies which are due to external reasons or events such as overvoltage in electrical grid or other (e.g. thunder or lightning) breaking the circuit board. The additional warranty shall not apply in case where water lock has not been installed in accordance with the Manufacturer's installation instructions. The additional warranty does not cover for example water coils in case the Manufacturer's installation instructions have not been strictly followed. The additional warranty does not cover filters, fans or other parts of the Product which require service or maintenance, or which are alert to wear and tear or any repair costs of the accredited service provider or any travel or transportation costs related to the repair. Changes of spare parts shall be done by the accredited service provider or by the Manufacturer during the basic and the additional warranty periods.

Defective Product

A Product is defective if it does not conform with its Product Specification.

Inspection of Product

The purchaser shall inspect the delivered Product without any delay and send a claim for a defective Product immediately and in writing to the Manufacturer if the Product does not meet its Product Specification. Hidden or latent defect shall be claimed within fourteen (14) days as of the day the purchaser became aware of such defect or should have become aware of such defect. The claim shall include, among other things, a full and perfect list of Products which are claimed defective by the purchaser, detailed photos of the defects, as well as other data, information and material requested by the Manufacturer. The claimed Products shall be specified by their product model and serial number which are shown in nameplate.

Acceptance Criteria for Warranty Claims

Before the Manufacturer at its sole discretion accepts the claim for warranty, the Manufacturer is entitled to inspect the claimed defective Product and the actual circumstances and working conditions where the defect or deficiency was found. The warranty does not cover e.g. the following situations and the Manufacturer does not warrant any Product or part of the Product which is a) damaged during the transportation if the purchaser is to be liable for the delivery and transportation in accordance with the agreed delivery term; b) the Product is damaged after the delivery or by negligence or by non-suitable warehousing; c) the Product is used against any installation instructions, user manual or service instructions or otherwise against its permitted scope of use or the Product continues to be used despite of its weak or low performance level, its defect, deficiency or other error; or d) the reason is normal wear and tear. In case the purchaser neglects any of the aforesaid obligations, the purchaser is regarded to have waived all the purchaser's rights for all claims for the defective Product.

Required Actions with the Defective Product

When a defective Product is found during the warranty period the purchaser shall report the defect to the retailer or to the accredited service provider (www.airfi.fi) in writing without any delay. The purchaser shall send the details of the Product in question (product model, product type, serial number), the nature of the defect in detail if possible and the working conditions where the defect was found. The purchaser shall act in a manner which stops and prevents any further damage caused by the defective Product to its operating environment. The service and repair during the warranty period shall be done by the Manufacturer or by an accredited service provider to whom the Manufacturer has granted right to make repair and give service. The contact details of the accredited service providers of the Manufacturer are found at (www.airfi.fi / www.airfi.eu). The warranty repair and service are subject to that the purchaser submits the receipts of the original Airfi filters used to the Manufacturer or to the accredited service provider. Claiming after the war-

warranty period to the reporting on the defect made during the warranty period is not valid unless the report and claim were made in writing.

Charges during the Warranty Period

The accredited service provider does not charge the purchaser for any repaired or changed parts, work, any transportation needed for repairing the Product or any travel expenses when the Product is under the warranty. Please note that the additional warranty does not cover any transportation, delivery or travel expenses which shall be covered by the purchaser. The condition precedent is that the defective parts are handed over to the accredited service provider and the repairing and service are started and done during normal business hours. Urgent repairs, service and work outside the normal business hours are subject to additional charges decided by the accredited service provider. Any defects which might cause danger to one's health or significant monetary loss will be repaired immediately without any additional charges. A service car may be used to repair the Product or to change the defective part. Public transport may also be used (public transport does not include any water, air, or snow vehicles). Furthermore, it is required that if the Product is fixed to its operating place, its dismantling, loosening or installation costs should do not differ from any such normal respective costs. In case repair or service is not covered by the warranty or the Product is covered by the additional warranty, or the warranty period has elapsed the Manufacturer is entitled to charge for spare parts, work and travelling costs in accordance with its pricelist.

Other Restrictions on the Warranty and the Additional Warranty

The warranty is not in force if other filters than original Airfi filters have been used in the Product. The warranty does not cover any Products whose nameplate has been changed or modified or the type information has been removed or deleted. The warranty does not cover any defects caused by transportation, negligence by the user or overloading the Product, negligence in following any installation instructions, manuals, neglecting service or maintenance, faulty installation or placement in its operating place, any defects caused by circumstances or events beyond the Manufacturer's control such as oversize voltage changes, thunder and lightning, fire and other events, repairs or service done by other than the accredited service provider, changes or modifications of the Product's structure or defects which are caused by normal wear and tear. The warranty does not cover any minor defects which are insignificant for the Product to work properly such as scratches or esthetic defects which do not have any impact on the Product working properly. The warranty does not cover any parts which are highly alert to get damaged when handled or alert to normal wear and tear such as light bulbs, lamps, glass, porcelain, paper and plastic parts and fuses and circuit breakers. The warranty does not cover any normal adjustments or controls stated in the manual, instructions, service or maintenance or cleaning or other tasks which are due to negligence on following the installation instructions or preventive or safety instructions, sorting out of the afore mentioned or repairing them.

Limitation of Liability

The Manufacturer is not liable for any costs, expenses, or damage with respect to transportation,

installation, unloading, hauling, or dismantling the Product. The Manufacturer's liability is limited to in all cases and situations to the needed repairing of the Product as decided by the Manufacturer and the repairing is restricted to reasonable and in advance and in writing agreed costs and expenses. The Manufacturer is not in any case or in any situation liable for any indirect, consequential or punitive damage, loss, costs or expenses including but not limited loss of business, loss of turnover, loss of contracts, loss of profit, cover purchases, loss of production or interruption of production or any damage or loss caused to a third party, bad will or bad image to the purchaser or other respective damage or loss. Furthermore, the Manufacturer is not liable for any costs, expenses, damage, or loss in case a defect or damage is caused by an accessory which is connected to the Product or due to the accessory's quality or feature. These Warranty Terms and Conditions do not restrict any rights of consumers as per the applicable consumer protection law in cases the purchaser is a consumer.

It is strictly forbidden to use any Products which are suspected to be defective or non-confirming with their Product Specification even if the defect or deficiency has not been verified.

In case the Manufacturer breaches these Warranty Terms and Conditions, the Manufacturer shall at its discretion to (I) reimburse to the purchaser the price paid for the defective Product against the purchaser having delivered the defective Product to the Manufacturer or grant a price reduction to the purchaser or (II) repair, or have the Product repaired or replace the defective Product by a Product confirming with the Product Specification. The aforesaid is the purchaser's sole and only remedy and compensation in case the Manufacturer breaches these Warranty Terms and Conditions.

Except for the warranty made under these Warranty Terms and Conditions, the Manufacturer makes no other warranties, whether express or implied, with respect to the Product supplied under these Warranty Terms and Conditions or under the Agreement and the Manufacturer hereby disclaims all implied warranties, including without limitation, warranties of merchantability, fitness for a particular purpose, compliance with any jurisdiction and non-infringement.

Governing Law and Dispute Resolution

These Warranty Terms and Conditions and the Agreement shall be governed by the laws of Finland, excluding its choice of law principles. The UN convention on International Sales of Goods (CISG) shall not apply to the Agreement. All disputes arising out of or in connection with these Warranty Terms and Conditions and the Agreement shall be settled in amicable negotiations. If the parties fail to reach an amicable settlement of the dispute, the dispute shall be finally and exclusively settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be one. The seat of arbitration shall be Helsinki, Finland. The language of the arbitration shall be English. The Manufacturer shall, however, be entitled to apply directly to any court of any country, in cases of default in payment.

The Manufacturer retains all rights to change or modify these Warranty Terms and Conditions.