

## WARRANTY TERMS AND CONDITIONS FOR MODULAR SAUNAS

This document provides the warranty terms and conditions for the prefabricated saunas to be used in indoor conditions (hereinafter the Product) manufactured by the company Thermory AS (hereinafter the Manufacturer).

1. The Manufacturer shall provide a two-year warranty with respect to the initial buyer of the Product against any potential construction, manufacturing and material defects as well as a Manufacturer's warranty for assembled Products.
2. The warranty period shall commence as of the delivery of the Product to the buyer. It shall be assumed that the date of delivery of the Product coincides with the date set out on the invoice submitted to the buyer of the Product.
3. The warranty shall only be valid if the Product is purchased from the Manufacturer, the Manufacturer's official distributor, or via the official sales channels of the Manufacturer, and provided that the buyer adheres to the installation instructions, user manual and maintenance instructions of the Product. Installation instructions are provided with the Product.
4. The warranty does not cover:
  - 1) public and rental saunas (except upon special agreement);
  - 2) damage caused during the transport of the Product, incorrect storage or the construction thereof (crushing, scratches, soot stains, filler/paint splatter, etc.);
  - 3) damage caused due to the installation of altered (drilled, sawn or disassembled) extra details, incorrectly assembled Products and/or improperly used Products and extra details;
  - 4) damage caused due to normal wear and tear when using the Product;
  - 5) natural qualities of the materials used (e.g. differences in timber grain). Natural timber may crack or bend due to major fluctuations in humidity and temperature. This does not affect the functioning of the sauna and does not indicate that the timber is of inferior quality;
  - 6) damage resulting from unforeseeable circumstances (e.g. vandalism, fire, flooding, etc.);
  - 7) storage of an unassembled Product by the buyer for more than one year;
  - 8) Products that have been stored in unsuitable conditions (excessive humidity, major fluctuations in temperature, temperatures higher than 120 degrees, etc.);
  - 9) Products that have been repaired during the warranty period by persons other than the Manufacturer or a person authorised by the seller.
5. The buyer shall waive the right to exercise the rights arising from warranty if they:
  - 1) have failed to duly and properly inspect the quantity, composition and quality of the Product upon the receipt thereof, if a deficiency of the Product could have been detected in the course of a reasonable inspection. The buyer is obligated to inspect the quantity, composition and quality of the Product at the earliest opportunity after receiving the Product, and in all instances before commencing the assembly of the Product;
  - 2) have failed to notify the seller of a deficiency detected in the Product in a timely manner. The buyer shall notify the seller of any issues related to the quantity, composition or quality of the Product immediately, but within at least ten (10) calendar days as of the moment the buyer has detected the issue or should have detected the issue;
  - 3) have submitted false information to the seller or the Manufacturer in relation to the Product or an instance covered under warranty.
6. In the event of a defect in the Product, the use of the Product must be stopped immediately, the seller of the Product must be contacted as soon as possible, and the following information and documents must be submitted:
  - 1) Product name or code;
  - 2) purchase invoice of the Product;
  - 3) description and photograph(s) of the defect.
7. Buyer's rights:
  - 1) The buyer has the right to request that repairs be made to the Product (or that the Product be replaced if the repairs fail to rectify the issue) free of charge within the framework of the warranty terms and conditions. Upon the agreement of the parties, the elimination or rectification of deficiencies may also take place in another manner;
  - 2) In the event of a defect, the buyer only has the right to return the Product and demand a full refund rather than the Product's repair if the defect is significant and repairs would be unlikely to produce the desired result or if repeated repairs under warranty have not been performed in accordance with requirements. If the Product is returned, the purchase price of the Product shall be refunded to the buyer in full. If the Product is replaced, the buyer shall return the deficient Product;
  - 3) The buyer shall be entitled to obtain a warranty on a replaced Product or part of a Product that is of the same duration as the original sales warranty.
8. The warranty only covers the replacement or repairs of defective parts and does not extend to other direct and/or indirect expenses (e.g. transport) and/or damage caused due to a defect or failure of the Product.
9. The legislation of the Republic of Estonia shall apply to these terms and conditions and the warranty to be granted by the Manufacturer for the Products. The Tartu Courthouse of the Tartu County Court shall serve as the competent court for the resolution of any and all disputes related to the warranty.