

GENERAL LIMITED WARRANTY TERMS AND CONDITIONS OF HETKI OUTDOOR SAUNA

1. Scope of limited warranty

These general limited warranty terms and conditions (hereinafter referred to as the "Warranty Terms") are complied within all deliveries between Hetki Finland Oy Ltd (hereinafter referred to as the "Supplier") and another party (hereinafter referred to as the "Customer" or "Customers") for all products manufactured, sold, supplied and marketed by the Supplier (hereinafter referred to as the "Product" or "Products"), unless otherwise expressly agreed in writing.

The Product is a Hetki outdoor sauna, an assembled, ready-made, small Finnish sauna cabin intended for outdoor use. The exact delivery content of the Product is defined in each specific order and delivery documents.

The Warranty Terms shall be applied solely to the deliveries of the Product for private use to retail consumer Customers. By private use is meant deliveries to household or leisure home of consumer Customers intended for a family or similar.

This limited warranty does not cover deliveries for public/commercial use, and the warranty is void if the Product has been used for commercial applications. By public/commercial use is meant deliveries of the Product for, inter alia, public and commercial activities, in hotels, camping, rental saunas and spas, leisure centres, gyms, apartment complexes, workplaces or similar.

The Warranty Terms supersede all general terms and conditions used by the Customer in matters governed by these Warranty Terms.

2. Limited quality warranty

The Supplier guarantees the quality and function of the Product during the warranty period and that the Products meet agreed specifications and are suitable for normal use.

The Supplier shall provide a limited warranty against any potential manufacturing and material defects.

The Supplier is not responsible for errors due to normal wear and tear or circumstances or events after delivery that are not due to the Supplier, such as installation errors or incorrect use or maintenance of the Product.

3. Warranty period

The following warranty period is valid:

- for the wooden log frame, a five (5) years warranty;
- for the workmanship, a two (2) years warranty;
- for the roof, floor, window, door, sauna benches, a two (2) years warranty;
- for the electrical sauna heaters and control panels/systems, wood-burning sauna heaters, pots and chimneys, a two (2) years warranty;
- for the lights and electrical parts, a two (2) years warranty;
- for the sound system and accessories, a one (1) year warranty;
- for the other components, a one (1) year warranty;

The warranty period begins when the Product has been delivered to the Customer.

4. Correction of errors

The Supplier has the right to determine whether a defective Product is to be repaired, replaced with a new Product, replaced partly with a part of the total Product (e.g. replacing a defect sauna heater with a

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new heater), or if the Customer will receive compensation corresponding to the purchase price prevailing at the time of purchase.

When replacing a defective Product or a part of the total Product (e.g. a sauna heater), it is replaced free of charge with a new product or a part of a product of the same type and quality. If the Product or a part of it in question is no longer manufactured at the time of fault reporting, the Supplier has the right to supply a similar product or a part of it.

The Customer shall be entitled to obtain a warranty on a replaced Product, or a part of the total Product, that is of the same duration as the original warranty.

If a defective Product is to be repaired, repair is usually performed at the Customer's site, unless otherwise agreed.

The guaranteed heater will always be repaired if possible. Replacement of the heater is only possible in exceptional cases and even then only with the permission of the heater manufacturer's technical customer service. The warranty service generally includes both labor and parts.

The Supplier shall be under no obligation or deemed to be in default for any delay or failure in performance resulting from causes beyond its reasonable control (e.g. strikes, floods, earthquakes, epidemic, pandemic etc.) including but not limited to delay in servicing due to non-availability of spare parts and/or accessories.

5. Customer's duty of review and complaint

The Customer must review the Products immediately after the Product has been delivered, by duly and properly inspecting the quantity, composition and quality of the Product upon the receipt. In the event of transport damage or if something is missing from the bill of lading/order, it must be reported directly to the transport carrier upon receipt of the Product. Visible defects or transport damage must be notified before the Product is installed.

The Customer must notify the Supplier, or the Supplier's authorized retailer where the Product had been purchased, about defects or malfunctions of the Product within two (2) weeks after the Customer has discovered the error or should have discovered it. Complaints must be made in writing and they must include photograph and/or video of the defect or malfunction.

In the event of a defect in the Product, use of the Product must be stopped immediately.

6. Conditions and limitations of warranty

The limited warranty shall only be valid if the Product has been purchased from the Supplier or the Supplier's authorized retailer. The Customer's purchase receipt of the Product is valid as the proof of warranty.

The limited warranty is subject to the conditions that the Product is placed and installed, used and maintained appropriately according to the Supplier's instructions and recommendations and according to the instructions of the manufacturer(s) of the sauna heater and other main parts/components of the Product. The Owner's Manual, including the Supplier's instructions and recommendations, are provided on the Supplier's website (<https://www.hetkisauna.com/>) and upon the delivery of the Product. The instructions for the sauna heater which is included as a part of the Product are provided on the website of the heater manufacturer and upon the delivery of the Product.

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The limited warranty applies only to original production defects, not errors that arise when changing the function or appearance of the goods. The warranty extends only to the manufacturing and material defects and does not cover any damages resulting from mishandling of the Product by the Customer.

This warranty does not cover regular required maintenance of the Products such as cleaning and staining or tightening of threaded rods and other maintenance referred to in the Owner's Manual.

The Customer shall waive the right to exercise the rights arising from the warranty if he:

- has 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;
- has failed to notify the Supplier or the Supplier's official distributor or the transport carrier of a deficiency detected in the Product in a timely manner;
- has submitted false information in relation to the Product or an instance covered under warranty.

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The limited warranty does not apply for:

- damages (including scratches, marks, staining etc.) or malfunction caused by normal wear and tear;
- damages or malfunction caused by inappropriate installation or maintenance of the Product, its misuse, abuse, or use otherwise than intended, or negligence;
- unauthorised modifications and installations of altered, additional, supplementary or compensatory details incorrectly carried out by unqualified persons without specialist knowledge, and/or improper use of those details;
- unauthorised repair during the warranty period by persons other than the Supplier or a person authorised by the Supplier;
- damage, breakage or non-functioning resulting from unforeseeable circumstances (vandalism, fire, flooding etc.), force majeure, or due to rodents, ants etc., or if the Product has been exposed to excessive dampness, humidity, wind, corrosion (including but not limited to excessive corrosion by sea side), or other extreme environmental conditions.

The limited warranty only covers the replacement or repairs of defective parts of the Product and does not extend to other direct and/or indirect expenses and/or damage caused due to a defect or failure of the Product. The Supplier shall under no circumstances be held liable for consequential or indirect damages such as lost production, reduced sales, loss of operating profit, loss of contract or loss of user benefit. Under no circumstances shall the Supplier of its representatives, distributors and retailers be held liable for injury to any persons or damages to any properties.

The Supplier is not liable for any damages or harm related to the purchase or use of products, services, resources, content, or any other transactions made in connection with any third-party purchase and/or installation which are altered, additional, supplementary or compensatory to the Supplier's original Product. Complaints, claims, concerns, or questions regarding third-party products and services should be directed to the concerned third-party. This limitation of liability includes, inter alia, any purchase and/or installation of sauna heaters other than those which have been installed and delivered explicitly by the Supplier.

The Customer should be aware and accept that wood, as the main material of the Product, is a natural living material which does not have the same properties or consistency as synthetic products. Over time wood may mature, move, settle, crack or bend, its colour may weather and alter, and wood resin may occur. These are natural characteristics of wood and do not indicate that the Product is defective. The warranty does not cover such changes in the Product due to the natural qualities of the materials used. The Customer should be aware and accept that apart from weathering and altering over time, the same colour shade may look somewhat different on different wooden materials and parts of the Product (e.g. walls, frames and boards, ceiling panels, floor, benches).

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7. Changes to warranty terms and products

The Supplier reserves the right, at its sole discretion, to update, change or replace any part of these Warranty Terms without notice by posting updates and changes on its website (<https://www.hetkisauna.com/>).

8. Validity

These Warranty Terms apply from 1.1.2021 until further notice.

9. Governing law

Any dispute relating to these Warranty Terms and any separate agreements between the Supplier and the Customer is primarily addressed through negotiation.

These Warranty Terms and any separate agreements are governed and shall be construed in accordance with the laws of Finland. The Parties submit all their disputes to the exclusive jurisdiction of District Court of Helsinki, Finland. The seat of arbitration shall be in Helsinki, Finland, and the language of the arbitration shall be Finnish.