

Polaria Oy (hereinafter referred to as *Polaria*)

Polaria Oy's contracting party (hereinafter referred to as *Contracting Party*)

WARRANTY CLAUSE

1. WARRANTY

10-year warranty! All steel bathroom products under the brand name Polaria have a ten (10) year warranty in accordance with the terms and the incremental scope of the warranty set out below. A warranty of two (2) years shall be applied to all other Polaria products.

The warranty is only valid in case the Contracting Party, retailer, installer or end-user has observed the care and maintenance instructions provided with the product.

1.1. Scope

Ten-year warranty The ten-year warranty covers all material and manufacturing defects which appear in normal consumer use, excluding wearing parts (such as electrical components) and any installation costs, etc. In the case of damage, Polaria reserves the right upon its sole discretion to either repair the product or replace it with a similar new product.

Five-year warranty The warranty covers all material and manufacturing defects in normal consumer use, including electrical components (but excluding lamps) and excluding other wearing parts and any installation costs, etc. In the case of damage, Polaria reserves the right upon its sole discretion to either repair the product or replace it with a similar new product.

1.2. Special provisions

Ceramic wash basins. Warranty periods for ceramic bathroom wash basins are granted with the terms stipulated in Section 1.1., but only for any colour changes in the glazing and fractures of the external surface of the glazing.

Should ceramic wash basins exhibit other defects than colour changes in the glazing or fractures in the external surface of the glazing, a **two-year (2)** warranty is applied.

Cultured marble basins. The **two-year(2)** warranty with the terms indicated in Section 1.1. is also applicable to cultured marble basins.

1.3. Limitations

The product warranty is limited to normal manufacturing or material defects detected in consumer use.

Therefore, the warranty does not cover defects caused by incorrect installation, storage, use, cleaning or maintenance. Furthermore, the warranty does not cover defects caused by the dismantling or alteration of the product, repairs made by non-professionals, or repairs of poor quality.

If the damage has been caused by *gross negligence* on the part of the Contractual Partner, retailer or installer, such as false product marketing, or, if the product contains a clear defect known to the Contractual Partner, retailer or installer, and they neglect to report such a defect, the Contractual Partner, retailer or installer shall be responsible for the obligations of this warranty clause rather than Polaria. Should the end-user engage in conduct similar to the gross negligence indicated above, the end-user shall lose their rights in accordance with this warranty clause. In the case of damage, both the Contractual Party and the end-user are obliged to minimise it.

The warranty does not apply to normal wear or defects caused by unusual fluctuation in the supply current. Neither does the warranty cover defects that are discovered in other countries than that of the place of purchase.

In addition to the above, the warranty covers the peremptory provisions stipulated in imperative laws, such as the provisions of the national consumer protection legislation.

If the complaint has been found to be manifestly unfounded, Polaria has the right to collect a processing fee of EUR 80 as well as reasonable compensation for the costs incurred.

Polaria is not responsible for any indirect damages or costs caused by a product defect. Indirect damages refer to personal damage or damage to other property caused by a product defect, whereas indirect costs refer to costs incurred from indirect damage as well as any other costs and losses which are not directly tied to the repair costs of the product, such as loss of earnings.

This warranty clause applies to products that have been brought to market on or after 1 October 2019.

2. OBLIGATION TO REPORT

The consumer shall direct all of his claims relating to warranties and complaints to the place of purchase. The Contracting Party must report such claims to Polaria **without delay or at least within eight (8) business days** from when it has been notified of such claims. The consumer must present the receipt as proof of purchase in order for the complaint to be processed. Polaria's liability to compensate only covers the costs that the Contracting Party and Polaria have separately agreed upon.

The Contracting Party, retailer and installer agree to report to Polaria without undue delay of any defects in the product they may detect which may be relevant for the purposes of this warranty clause. In addition, the Contracting Party, retailer and installer undertake not to engage in false marketing for Polaria's products.

3. DISPUTES AND APPLICABLE LAW

Any disputes arising from this warranty clause shall be governed by Finnish law. Disputes relating to the warranty shall be settled in negotiations between the parties or, if the matter can not be settled in negotiations, the dispute shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be one

and the seat of arbitration Helsinki. The Parties shall each pay half of the arbitrator's remuneration.