

General terms and conditions for supply of products and services 2022

5 WARRANTY

5.1 The Supplier warrants to the Buyer that Martela branded Products manufactured by the Supplier shall be free from all defects in material and manufacture for the period of five (5) years from the date of the delivery, unless otherwise specified in the Agreement. Notwithstanding the foregoing, the Supplier does not provide any warranty for customer-specific covers or coatings and warranty period for Products purchased from Outlet is one (1) year from the purchase date. The warranty period for phonebooth electronical parts is two (2) years. Warranty period for 3rd party supplier phonebooths is limited to the applicable warranty terms and warranty period provided by supplier to its products. Any repair or replacement of 3rd party suppliers phonebooths products is performed in accordance with warranty terms and conditions. Warranty period for Products not specified above is limited to one (1) year from the date of delivery. No warranty is provided for batteries. It is explicitly understood that during the warranty period the Buyer uses the products in a normal indoor office condition approximately at maximum eight (8) hours a day and five (5) days a week.

5.2 If during the warranty period the Buyer finds a defect, the Buyer shall notify the Supplier in writing without undue delay, but in no event later than seven (7) calendar days from discovering the defect, or when the Supplier should have discovered the defect. The Buyer shall at the same time provide sufficient information on the Buyer's order to the Supplier, including, but not limited to the sales order number. The Supplier shall at his sole discretion compensate, repair or replace the defected Product. If the Product or any part of it is replaced or repaired during the warranty period, the original warranty period is not prolonged.

5.3 The Supplier's warranty does not cover defects due to:

- (i) normal wear and tear;
- (ii) use of parts or spare parts not approved by the Supplier;
- (iii) any maintenance, warehousing, installation or repair work that is not in conformity with the Suppliers instructions, manuals or guidelines;
- (iv) negligence or other improper acts or omissions by the Buyer;
- (v) Product not being compatible with the pre-existing furniture or furniture outside of the scope of the Purchase Order, unless the Supplier has specifically accepted the responsibility for the interface and compatibility; or
- (vi) wear and tear due to the use exceeding the normal indoor office use

5.4 The Supplier undertakes to carry out the Services in professionally using due care and skill and following the general industry practices, provided that the Buyer has fulfilled its obligations to provide the necessary information as detailed in clause 3.4. In case of defects, the Supplier undertakes to re-perform Services to the extent practicable.

5.5 The warranty set forth herein is the only warranty applicable to the Products pursuant to the Agreement, and there are no other guarantees, warranties and/or conditions imposed or implied, including fitness for purpose, merchantability or liability for hidden or latent defects