

# General Warranty Terms and Conditions of Lapp Automaatio Oy for EPIC SENSORS® temperature sensors

## 1. Scope of application

These warranty terms and conditions are applied to all deliveries of EPIC SENSORS® temperature sensors (hereinafter "Product") sold or marketed by Lapp Automaatio Oy (hereinafter "Supplier") to another party (hereinafter Customer), and to all related offers, orders, order confirmations and agreements, unless otherwise specifically agreed in the agreement.

## 2. Warranty period

The product warranty is five (5) years from the moment the Products have been delivered to the Customer, unless otherwise agreed in writing.

The warranty period for Products that have been repaired or replaced under the warranty will continue until the end of the original warranty period.

## 3. Contents of the warranty

The Supplier warrants that the Products fulfil the agreed specifications and that they are suitable for their ordinary purpose of use. The warranty covers manufacturing and material defects in the Products.

Based on the warranty, the Supplier, during the warranty period, repairs faults the Supplier is informed about and that are covered by the warranty. Warranty repairs are carried out during the Supplier's standard working hours.

The Supplier, at its own discretion, can either repair the faulty Product or deliver a new Product to the Customer. The ownership of the original Products and Product parts replaced based on the warranty is transferred to the Supplier.

The Customer is responsible for the costs incurred from shipping the faulty Products to the Supplier, and the Supplier is responsible for the costs incurred from shipping the replaced or repaired Products to the Customer.

In the event that it becomes evident that the fault reported by the Customer is not covered by the warranty, the Supplier, in accordance with its valid price list, is entitled to charge the costs it has incurred when investigating the fault.

## 4. Limitations of warranty

The warranty is conditional on the Customer delivering the faulty Product to the Supplier and providing an

adequate clarification, including the delivery date, order references, fault description and a description of the operating conditions of the Product.

The warranty does not cover:

- (i) faults in those Product parts that are in direct contact with the process (such as the outer casing of the equipment), or parts that are exposed to chemicals used in the process, chemical compounds generated during the process, combustion gases, mechanical tear and wear or other such stress;
- (ii) faults that are caused by circumstances or events outside the Supplier's control, such as errors in installation, maintenance or operation at the Customer's side;
- (iii) faults resulting from the Customer selecting a Product or material that is not suitable for the use;
- (iv) faults that have occurred in operating conditions that can be deemed to be unusual;
- (v) faults that are caused by wear and tear that is deemed to be ordinary (for example, batteries and lamps);
- (vi) any disassembly or installation costs or other such expenses; or
- (vii) compensation for indirect or direct damages caused by the fault.

The warranty terms and conditions of the relevant software supplier are applied to any software included in the Products.

The Supplier's warranty is only applied to the Customer, not to any third parties.

## 5. Governing law and dispute settlement

These warranty terms and conditions are governed by the Finnish law.

The parties aim to settle all disputes arising out of or relating to these warranty terms by negotiation. Unless agreed otherwise, any disputes 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.

## 6. Validity

These warranty terms and conditions are valid from 1st November 2015 until further notice.