

## **General warranty terms and conditions of the Estre Masinaehitus OÜ**

The Manufacturer – the Estre Masinaehitus OÜ – guarantees that the Product complies with the requirements valid at the time of production. If the Product is subject to compulsory certification or homologation by the independent institution, a reference to the applicable legal act has been set out on the certificate of conformity of the Product. This warranty covers only material and/or production defects that can be rectified by repair or replacement at service points of the Manufacturer or the Manufacturer’s authorised dealer.

The Manufacturer provides the 1 year warranty for Product materials, surface coating, structure strength, components and electric installations.

### **1. General conditions**

- 1.1 The warranty period commences on the date of selling the Product to the end user.
- 1.2 The product receiver must verify whether there is damage on the package before signing a document of receipt. Damage to the package may have also caused damage to the product and therefore the damage needs to be specified in writing on the accompanying note. It is recommended to take a (digital) photograph of the damaged package.
- 1.3 Product receiver must verify whether number of goods acquired corresponds to what is on the accompanying note before accepting the goods. If there is a product(s) missing, it must be noted down on the accompanying note. Reclamations related to the quantitative noncompliance must be handed in within 1 working day after receiving good(s).

### **2. Warranty limitations**

2.1 Warranty shall not be valid:

- 2.1.1 Finished surface of the parts (painted surface) if in the vicinity of a damaged spot the exterior damages have been spotted (scratches, dents, hollows, chips).
- 2.1.2 The product is not installed in conformity with the installation manual enclosed.
- 2.1.3 The user continues to use the product even though he/she should have seen faults in product construction (as partially tensioned joint bolts, partially open joint bolts, partially broken joints, leaks in hydraulic systems) and thus additional damage was caused to the other parts of the product.
- 2.1.4 The product was used where the restrictions (e.g. the requirements for the properties of handled materials) set out in the user manual or other technical documentations failed to conform with provisions thereof.
- 2.1.5 Oil of noncompatible properties and cleanliness was used in hydraulic systems of the products, or tolerance range of working pressure failed to be ensured.
- 2.1.6 Product has been altered, i.e. rebuilt, without the manufacturer's approval, incl. for instance, installation of additional attachments, additional fixtures.
- 2.1.7 Product has been tried to be fixed independently, incl. using for the purpose parts which lack the manufacturer’s approval.
- 2.1.8 Non-approved extras/accessories have been attached to a product.
- 2.1.9 Electrical safety instructions are not complied with when connecting the electric installations and therefore electric systems of the product or vehicle have been damaged.
- 2.1.10 The product is identified as incompatible with the requirements hereunder and non-observance of the maintenance interval, which circumstance is directly connected to occurrence of a mistake.
- 2.1.11 The product is identified with some other misuse.
- 2.1.12 The Warranty does not apply to expandable parts of the product, e.g. cutting elements, parts exposed to natural friction during the use of the product, light sources (such parts are specified in the product documentation).

### 3. Reclamation submission requirements

- 3.1. As soon as the reclamation arises, you need to immediately contact the seller of the product and forward all information in writing, which can uniquely identify that the seller (manufacturer) has made a mistake:
- 3.1.1 Description of the reclamation, which allows it to identify the problem (description, photos).
  - 3.1.2 Invoice/Delivery note number.
  - 3.1.3 All information from the silver weather-resistant sticker on the product (Fig. 1) (sticker shape, size and its information may vary from product to product)
  - 3.1.4 Reclamations about product quality of finishing (hereby is not meant rust warranty, but product manufacture defects before usage) additionally:
    - (Digital) Photo, which is made before installing the product
  - 3.1.5 - Information listed in subsection 1.2. when the damage may have occurred during the transportation.
  - 3.1.6 Reclamations about incomplete delivery additionally:
  - 3.1.7 -Delivery note mentioned in subsection 1.3, where quantitative differences are fixed in writing and signed by both sides.
- 3.2 If the product has become unserviceable (fault detected) during the use, photos of the damaged part should be taken immediately after the fault was detected in the place where the case happened with the aim of detecting the reasons of the fault, whereas no elements should be removed from the product or its side (no parts of the product itself, product launching systems or materials handled with the product) and not changing the location of the product.
- 3.3 In case, if information above does not make it possible to uniquely identify the reason of the reclamation (the seller/manufacturer of the product remain unconvinced and stick to their opinions with regard to the reason of the fault and belonging thereof under the manufacturer's warranty), performance of additional expert inspections may be required.
- 3.3.1 Where less than 6 months have passed from taking the product into use (see subsection 1.1), the obligation of verification lies with the manufacturer of the product. The manufacturer of the product is bound to verify either independently or using an independent expert of their choice that the mistake did not occur through the manufacturer's fault.
  - 3.3.2 Where more than 6 months have passed from taking the product into use, the obligation of verification lies with the owner (buyer) of the product.
  - 3.3.3 The party who performs (orders) the expertise shall solely cover all expenses thereof. If the expertise reveals that the other party is guilty, it shall fully compensate the affected party the expenses on the expertise. The affected party should submit the required evidence documents thereof, e.g. accurate cost calculation, invoice of the firm which performed the expertise, etc.
- 3.4 Existence of reclamation shall not excuse the buyer from the obligation to pay for the product fully or partially by the term set out in the invoice.
- 3.5 The manufacturer responds to reclamations handed in by e-mail within 5 business days. Reclamations submitted in any other way will be processed according to the Law of Obligations Act of the Estonian Republic.

Fig. 1



#### **4. Manufacturer's liability coverage**

4.1 In case of legitimate reclamation manufacturer will cover:

4.1.1 All expenses regarding demounting the product and mounting it again.

4.1.2 Expenses regarding elimination of the fault.

4.1.3 Expenses regarding replacing the product (if the product cannot be fixed), or expenses of delivery of missing parts, to the address specified on the invoice or accompanying note.

4.2 Product is due to be fixed repeatedly, and a product requiring repair will not be replaced in case where such product can be made serviceable.

4.3 Repairs carried out during the warranty period do not extend an existing warranty period.

4.4 The manufacturer's liability to a product fault is limited to the stated above therefore, under the terms of the warranty, no right shall arise for getting compensation for other damages to property, unreceived profit, etc.

4.5 For damages, which are not clearly identified as a manufacturer or its contract partner's fault (e.g. transport damage), the manufacturer shall only be responsible in equal shares with other companies involved in the supply chain.

#### **5. The manufacturer's indemnity in the event of potential legal restrictions**

5.1 Different areas and countries may have special valid requirements. The Manufacturer (Seller) assumes that the Product User (Buyer) is aware of the corresponding legislation in the country of location and has, prior to placing the order or distribution of the product, made sure that (s)he can use the Product in that country in the desired manner. Therefore, the manufacturer disclaims all liability that may arise from any legal restrictions with regard to the use of the product.

Confirmed on January 13, 2017