

## Appendix A

### WARRANTY TERMS

#### Warranty periods for shock absorbers manufactured by Suomen Vaimennin Oy

Warranty terms available from; [info@sv-shocks.fi](mailto:info@sv-shocks.fi)

#### Limitations of warranties

The warranties set out above cover only defects caused by defective materials and defects in the manufacturing process. The warranties do not cover defects caused by any other issue, such as

- ordinary wear and tear
- modifications made to the dampers
- incorrect installation or application
- incorrect maintenance
- failure to observe the recommended maintenance schedule and other instructions provided by SV
- use in deviation from SV's instructions and specifications
- external effects
- Being exposed to chemicals damaging the shock absorbers or dampers
- use in racing vehicles

The sole remedy of the customer for defects covered by the warranty is the delivery of a new item or the repair of damaged item (as chosen by SV in its discretion). SV shall not compensate any damages or costs including the cost of removal and installation. The warranty set out in these Warranty Terms is the sole warranty given by SV and all other express or implied warranties are excluded.

#### Warranty application

The warranty application must be made using the warranty claim form provided by SV and it must be delivered to SV within 30 days after the defect has been detected. The defective item must be delivered by the customer at the customer's expense to the importer or retailer who will return the defective item to SV. The replacement or repaired item shall be delivered by SV to the importer or retailer.

The warranty application must include:

- the defective item
- the serial number or the number of the relevant order
- purchase date
- installation date
- date when the defect was found
- detailed description of the defect
- contact person
- warranty application completely fulfilled

Incomplete warranty applications shall not be considered.

SV, the importer and the reseller have the right to inspect the defective item and the defective item shall not be returned to the sender. If the warranty application is rejected SV, importer or the reseller may destroy the item during one month's time after the decision has been made. If the item is to be returned to the customer the delivery costs shall be borne by the customer.

## GENERAL SALES CONDITIONS

Agreements between the purchaser and Suomen Vaimennin are only binding if they have been made in writing.

Any order of Products is subject to the acceptance of Suomen Vaimennin. SV shall confirm the Products, prices and delivery date in an order confirmation supplied by Supplier. If SV cannot meet the confirmed delivery date, the Purchaser will be informed.

Purchaser's differing terms and conditions which are not expressly accepted in writing by the supplier are not binding on the supplier even if they are made the basis of the order and the supplier does not expressly object to them again.

All claims of the purchaser – for whatever legal reasons shall be governed by and interpreted in accordance with Finnish law and referred to the International Chamber of Commerce, for resolution under the Rules of Conciliation and Arbitration by one arbitrator. The place of Arbitration shall be Helsinki, Finland with all proceedings to be conducted in the English language.

Neither the purchaser or SV shall be liable for indirect or consequential damages.