

## Appendix A

### **WARRANTY TERMS**

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

Warranty terms available from; info@sv-shocks.com. Unless otherwise agreed, the warranty period shall be 12 months or in case of damper and axle lifting products, 500.000km, whichever occurs first.

#### **Limitations of warranties**

SV-Shocks warranty shall cover only defects caused by defective materials and defects in the manufacturing process that are notified to SV-Shocks during the warranty period. 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, unless otherwise set forth in SV-Shocks quotation.

#### **Notice of a Warranty Issue**

The notice of a warranty issue must be made during the warranty period 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 once inspected. The replacement or repaired item shall be delivered by SV to the importer or retailer.

The warranty notice must include:

- product name / model name of 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.



**Suomen Vaimennin Oy**  
Laurilantie 5, FIN-04410 JÄRVENPÄÄ  
www.sv-shocks.com

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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 by 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 SV-Shocks are only binding if they have been made in writing.

Any order of Products is subject to the acceptance of SV-Shocks. SV shall confirm the Products, prices and delivery date in an order confirmation supplied by Supplier, provided however that SV shall not be liable for potential shortage of raw materials in the market, the limitations in cargo capacity and other similar uncertainty outside SV Shocks control area. Consequently, the stated delivery dates are non-binding and only represent a momentary reference value.

SV-Shocks shall have the right to terminate the contract in the event of a material breach by purchaser. In such case the purchaser is obliged to pay compensation to SV-Shocks for the actual direct damages incurred as a result of the non-compliance. Indirect and consequential damages are strictly excluded from the liability of both parties. Furthermore, SV's liability for damages is limited to the value of the purchase. SV shall not be liable for claims or demands made by Purchaser's customers or any third party against Purchaser. Potential Purchaser's terms and conditions shall not apply and shall not be valid even if they would be referred or included in the order or order confirmation.

The sales shall be governed by the substantial laws of Finland. Any dispute, controversy or claim arising out of or relating to these terms or this contract, or the breach, termination or validity thereof, 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. The seat of arbitration shall be Helsinki, Finland.