

## WARRANTY TERMS & CONDITIONS

### Warranty Information

*Additional Legal Rights for Consumers: For Buyer, who is covered by consumer protection laws or regulations in their country of purchase or, if different, their country of residence, the benefits conferred by Seller's WARRANTY TERMS & CONDITIONS are in addition to all rights and remedies conveyed by such consumer protection laws and regulations, including but not limited to these additional rights.*

**1.1** Throughout the warranty period set forth below, Seller warrants that, to the best of its knowledge, the Product is free from defects caused by faulty design, materials or workmanship, which would prevent the electrical or mechanical functioning of the Product. Should such defects occur during the warranty period, Seller will, at its option, either repair the defects or supply the new products free of charge on FCA (INCOTERMS® 2010) basis. All costs (including e.g. labour costs) of (i) disassembling and (ii) installing a repaired or replaced part furnished under this warranty are excluded.

**1.2** The warranty period for the Product or any part of the Product is twelve (12) months after the date of shipment.

**1.3** The warranty period for replaced or repaired parts is six (6) months from the date of repair or replacement.

**1.4** Buyer shall give Seller a written notice of an alleged defect within fourteen (14) days following Buyer's discovery thereof and in no case later than two (2) days after the expiration of the warranty period and the notice shall contain a description of the alleged defect sufficient enough to allow Seller to determine whether such alleged defect is covered by the above warranty. If Buyer fails to give a written notice to Seller within the above time limits, Buyer shall waive any right to make any claim in respect of the alleged defect. If Buyer's notice is insufficient to allow Seller to determine whether the alleged defect is covered by Seller's warranty, Seller may reject such notice and the warranty claim.

Unless Buyer resubmits a proper notice of the alleged defect within the above time limits, Buyer shall waive any right to make any claim in respect of the alleged defect. The notice shall be sent to [sales@ruuvi.com](mailto:sales@ruuvi.com)

**1.5** Defective parts, which are replaced in accordance with Section 1.1, shall be returned to a pointed location by the Seller and become its property.

**1.6** This warranty is subject to Buyer's obligation to operate, handle, service and maintain the Product

in all respects properly and in accordance with Seller's instructions and under specified operating conditions listed on ruuvi.com.

### 1.7 Excluded from the warranty are those parts of the Product

- (i) to which repair or replacement becomes necessary due to normal wear and tear;
- (ii) which are exhaustible items, including but not limited to such items as batteries
- (iii) on which repairs, alterations or adjustments have been performed or begun by Buyer or any third party without Seller's previous consent;
- (iv) whose failures are not promptly reported to Seller within the warranty period above;
- (v) whose failures or damage are due to negligence other than that of Seller, accident, abuse, improper installation (other than installations made by Seller), improper operation, or abnormal conditions of temperature, moisture, dirt or corrosive matter, encapsulation; or
- (vi) which have been damaged otherwise without the fault of Seller.
- (vii) sensors and their accuracy; typical maximum accuracy tolerances reported by sensor component manufacturers are not always met and a small percentage of the parts can have bigger variation in their maximum tolerances. Seller has no liability regarding sensor accuracy.

Examples of cases where warranty is void:

- Products are used or stored improperly, i.e. what could reasonably be expected of an electrical device.
- Water or humidity damage caused i.e. humidity condensation or any other similar cause.
- Intentional, accidental, or negligent damage.
- Physical damage or misuse, i.e. twisting, bending, wrenching, cutting or similar.
- Damage caused by force majeure (such as bad weather) or electrical disturbance (such as a power surge).
- Firmware modifications or update error excluding firmware developed or approved by Seller.
- Casing, electronics, hardware, or any other physical modifications.
- Component tampering, i.e. displacing, or modifying connectors or other fixed components.
- If any serial number or certification marking has been removed or defaced.
- Exposure to hazardous radiation or caustic chemicals.

Seller has the right to determine, in good faith and at Seller's sole discretion, if the production fault caused the malfunction or it occurred due to one of the aforementioned reasons.

**PRODUCTS PROVIDED TO BUYER IN CONNECTION WITH THE PURCHASE ARE PROVIDED "AS IS". THIS IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY SELLER TO BUYER WITH RESPECT TO THE PRODUCT AND IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BUYER HEREBY WAIVES ANY CLAIM THAT ANY EXCLUSIONS OR LIMITATIONS OF ANY WARRANTY PROVIDED BY SELLER DEPRIVE IT OF AN ADEQUATE REMEDY OR CAUSE ITS AGREEMENT WITH SELLER TO FAIL OF ITS ESSENTIAL PURPOSE. BUYER SHALL BE ENTITLED TO NO OTHER REMEDY REGARDLESS OF THE FORM OF CLAIM OR CAUSE OF ACTION, WHETHER BASED IN AGREEMENT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE.**