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KOOSTAJA:	TOOMAS SAAROJA
KINNITAJA:	TOOMAS LEPP
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Conditions of Seller's Liability

Introduction

This document stipulates exhaustively all Product defects for which the Seller is liable (incl. in the framework of the Guarantee) and the procedure for remedying defects.

1. General conditions of Product non-conformity

1.1. The Seller has laid down the following conditions that apply in the case of Product non-conformity based on various defects occurring on the Product:

1.1.1. the time limit (time for submitting complaints) during which the Seller must be informed of the defect and the request to remedy that defect;

1.1.2. requirements regarding the information submitted by the Buyer based on which the existence of a defect and the Seller's violation can be established. In the event of doubts, the Buyer must make the Product available to the Seller without additional conditions and costs for carrying out further expert assessments at the location of the Product according to the delivery terms;

1.1.3. the time during which the Seller, as of the identification of a defect, remedies the defect;

1.1.4. the manner(s) of remedying defects between which the Seller has the right to choose when remedying a defect;

1.1.5. the upper limit of liability, i.e., the stipulated cost types and the maximum financial limit thereof, meaning that upon the existence of a defect, the Seller shall not reimburse to the Buyer costs which exceed the maximum financial limit. **(DMÜ 2-5 Procedure for Lodging a Buyer's Complaint)**

1.2. It shall be deemed that the Buyer has failed to notify about a defect if the Buyer has failed to fulfil the requirements laid down in clause 1.1.

1.3. The Seller undertakes to respond to the Buyer's notification about a defect:

1.3.1. within 2 (two) working days if it has been submitted via the Seller's online environment;

1.3.2. within 5 (five) working days if the notification has been submitted in any other written manner.

1.4. During the term laid down above, the Seller:

1.4.1. informs the Buyer of the manner of and term for remedying the defect;

1.4.2. submits a request for additional information;

1.4.3. submits a reasoned opinion regarding the failure to identify the Product defect.

1.5. In case, in the event of non-conformity of a Product, the Seller has stipulated reimbursement of certain costs incurred by the Buyer in addition to the repairing of the defect, the following principles are considered upon establishing such costs:

1.5.1. In the event of additional costs related to the (dis)assembly of the Product, no more than 50% of the installation time stated in the installation guidelines is subject to reimbursement. Including, the (dis)assembly costs of additional lighting or any other similar additional elements installed on the Product shall not be reimbursed separately;

1.5.2. The time laid down in the installation guidelines shall be used as a basis in the event of replacing an element integrated into the Product (e.g., additional lighting). In the absence thereof, the replacement time is considered to be 10 (ten) minutes per one position light and 20 (twenty) minutes per other integrated parts.

1.6. Only justified costs are subject to reimbursement, i.e., the extent (time spent, quantity of materials used for repairing) and price (cost of working hour, price of materials) of the costs must be justified.

1.7. In case, in the event of non-conformity of a Product, the Seller has stipulated replacement of the Product or a part thereof (incl. delivery of a missing part) free of charge, the Seller shall choose for the replacement means of transport which ensures receipt of the missing/replaced parts by the Buyer under the same conditions as in the case of standard shipments.

1.8. The missing Product or a part thereof shall be delivered to / replaced at the location where it was delivered by the Seller. Delivery to other locations is possible only if the Seller can organise it for the same costs or if the Buyer reimburses the increased transportation costs to the Seller.

1.9. In case, in the event of non-conformity of a Product, the Seller has stipulated an option that the Buyer may remedy the defect themselves, then to receive reimbursement for the costs of remedying the defect, the Buyer must coordinate the said costs with the Seller in writing before incurring any costs.

1.10. It is permitted to repair a Product repeatedly and the Product that needs repairing is not subject to replacement in case the Product can be made suitable for use.

1.11. The summary table Procedure for Submission of Buyer's Complaints (in Estonian "Ostja pretsentsioonide esitamise kord") which stipulates the list of necessary documents upon notifying of a defect and the possible manner and extent of remedying a defect based on the nature of the defect has been enclosed to this document. The Procedure for Submission of Buyer's Complaints must be given meaning in compliance with the conditions laid down in clauses 2 and 3 below.

2. Special conditions of Product non-conformity, i.e., defects that became evident or arose before entry into service

The below regulation gives meaning to the summary table Procedure for Submission of Buyer's Complaints regarding alleged defects that arose before entry into service of the Product.

2.1. Shipment with shortages or defectively completed Product

2.1.1. The number of packages delivered is less than indicated in the delivery note

2.1.1.1. Before accepting the Product and signing the accompanying documents, the recipient of the Product must verify whether the number of packages indicated in the accompanying documents corresponds to the number of packages handed over to the

recipient. The number of missing packages must be fixed on the delivery note before signing and returning thereof to the carrier.

2.1.2. The Product packaging is visibly mechanically damaged or the packaging is broken

2.1.2.1. Before signing the accompanying documents of the Product, the recipient of the Product must verify the integrity of the Product packaging. Damage to the packaging may refer to damage to the Product. Damage must be fixed in the carrier's accompanying document, which must be signed both by the recipient and by the carrier. Photo(s) which show the extent of the damage must be taken of the damaged packaging.

2.1.2.2. A photo must be taken of the single package of the damaged Product before its opening. The photo must be submitted as evidence if the Product removed from the package has external damage.

2.1.3. The quantities or numbers of single Products in a Large Package do not correspond to the information in the packing list attached to the Large Package

2.1.3.1. The Buyer shall forward a copy of the packing list where the number and quantity of missing or surplus Product articles has been indicated additionally.

2.2. A non-conforming Product has been delivered

2.2.1. There are missing parts in the Product assembly kit

2.2.1.1. The Buyer shall forward a photo of the specification of the kit in the assembly drawing where the number and quantity of missing parts have been indicated additionally.

2.2.2. There are wrong parts in the Product assembly kit

2.2.2.1. The Buyer shall forward a photo of the specification of the kit in the assembly drawing where the number and quantity of missing or additional parts have been indicated additionally, and a photo of the wrong parts included in the kit.

2.2.3. The finishing quality of the Product does not comply with the requirements

2.2.3.1. The Seller may use different surface finishing on the same Product.

2.2.3.2. The compliance of the Product surface finishing must be verified immediately after opening the Product package and before the installation of the Product begins. The Seller shall not reimburse the Buyer costs related to the disassembly of the Product if the defect is identified after installation.

2.2.3.3. The surface finishing quality (gloss level, permitted defect types and their type) of the Product may be different under the technical conditions established by the Seller depending on how well the Product surface is visible once installed on the main product. More specific conditions related to the surface quality have been laid down in the document Quality of Surfaces and Assessment Thereof (in Estonian "Pindade kvaliteet ja selle hindamine").

2.2.3.4. Upon notifying about a defect, the Buyer shall take a photo of the defect and place of carrying out the inspection and shall submit an explanation concerning non-conformity with the requirements by, inter alia, referring to the non-performance of the requirements laid down in the document Quality of Surfaces and Assessment Thereof.

2.2.4. The measurement quality of a Product or fixing items does not comply with the requirements

2.2.4.1. The Buyer shall attach to the defect notification a photo from which the non-conforming spot can be identified.

2.2.5. Light sources integrated into the Product do not light up

2.2.5.1. The Buyer is obligated to perform the inspection of the light sources before the installation of the Product. The Seller shall not reimburse the Buyer's costs incurred in relation to the disassembly of the Product if the defect is identified after installation.

2.2.6. The Product does not comply with the requirements arising from legislation

2.2.6.1. The Seller warrants that the Product and the method of fixing thereof comply with the traffic safety requirements valid at the time of manufacturing the Product

UNECE R61, R26

2.2.6.2. Before ordering a Product, the Buyer has independently established the requirements and potential restrictions applicable to the use of the Product at the location of the Buyer or end-user. The Seller is not liable if the Buyer is unable to use the Product as a result of the requirements arising from legislation or if the Buyer uses the Product contrary to the requirements arising from legislation and safety requirements.

2.2.6.3. In case the Seller is aware of the fact that type approval or any other certificate of conformity issued by an independent controlling body may, as a result of the location of use and purpose, be mandatory when using the Product in the certain EU States, then such information can be found from the Seller's homepage in the respective Product's additional information and, in the existence of the certificate, the marking "CE" has been added to the respective Product. In case the above information has not been expressed on the Seller's homepage, the Seller is not aware of the requirement for a certificate of conformity or the like.

3. Guarantee and Product defect emerging during the guarantee period

The below regulation gives meaning to the summary table Procedure for Submission of Buyer's Complaints regarding alleged defects that have emerged during the Guarantee.

3.1. Calculation of the Guarantee time begins from the date of sale of the Product from Tarmetec irrespective of the installation of the Product on the vehicle by the Seller or sales representative, use of the Product, dispatching to the end-user, or the like.

3.2. Repairs carried out during the Guarantee shall not extend the validity period of the existing Guarantee; however, a new Guarantee shall become valid regarding a part that has been replaced during the Guarantee.

3.3. Notification of a defect must, inter alia, include the number of the invoice or delivery note based on the date of which it is established whether the Guarantee applies to the Product.

3.4. The Seller grants a Guarantee according to which, no corrosion as a result of oxidation which eats into the surface of the metal and damages its appearance and strength will occur on the surface of the parts of Products made of stainless steel during the period of 6 (six) years and on the surface of the parts of Products made of other materials during the period of 2 (two) years.

3.5. The Guarantee laid down in clause 3.4 is ruled out in the following cases:

3.5.1.1. corrosion occurs in places near which external mechanical damage can be identified (scratches, dents, drafts);

3.5.1.2. long-term contact of the Product with chemically aggressive (corrosive) compounds can be established;

3.5.1.3. in the event of "fly rust", i.e., upon the corrosion of corroding particles that have stuck to the surface of the product but have not penetrated the main material. A more precise description of fly rust is laid down in the document Description of Surface Quality

and Assessment of Surfaces (in Estonian "Pinnakvaliteedi kirjeldus ja pindade hindamine");

3.5.1.4. fading of finished surfaces (polished surface, painted surface) of Product details as a result of contact with particles in the air (sand, dust).

3.5.1.5. *The product has not been regularly maintained (maintenance requirements are given in the installation instructions);*

3.6. The Seller grants a Guarantee according to which, the Product or the parts thereof will not break as a result of material fatigue or other structural defects within 2 (two) years.

3.7. The Guarantee laid down in clause 3.6 is ruled out in the following cases:

3.7.1.1. Products are designed to avoid or reduce such damage to the main parts of vehicles that may be caused by external mechanical stress, which is why deformation of such Products or breakage of the parts thereof at impacts of any strength is natural and purposeful and not subject to repair or replacement;

3.7.1.2. The Product has not been installed by the manufacturer or authorised sales representative nor in accordance with the assembly instructions of the Product;

3.7.1.3. The Product has not been regularly maintained (maintenance requirements are listed in the installation guidelines);

3.7.1.4. The Buyer or the end-user has continued using the Product after the defect on the Product was noticed or should have been noticed (e.g., plays in joints or fixings) and as a result, additional damage has been caused to the other parts of the Product;

3.7.1.5. The product has been amended, i.e., rebuilt without the Seller's consent (e.g., additional fixings have been installed);

3.7.1.6. It has been attempted to repair the Product independently;

3.7.1.7. Accessories that have not been prescribed have been installed on the Product (e.g., more lighting elements than allowed by the manufacturer);

3.7.1.8. any other case of abnormal use of the Product can be identified.

3.8. *The Seller grants a Guarantee :*

3.8.1 *according to which the Seller guarantees the functionality of the light sources :*

- LED markers - 2 years

- other integrated light sources - according to the manufacturer's warranty period (1-5 years)

3.8.2, *according to which the Seller provides a warranty for non-integrated electrical installations and light sources sold as sales goods, which is equal to the length of the manufacturer's warranty of the electrical installation or light source. (1-5 years)*

3.9. The Guarantee laid down in clause 3.8 is ruled out in the following case:

3.9.1. Installation of a Product with integrated additional lighting has been performed independently or by a service provider who does not have the respective competence.

3.9.2 *The electrical installation or light source has not been used as intended.*

4. Final provisions

4.1. With the signing of the Contract, these Conditions of Seller's Liability are deemed to be accepted by the Parties.

4.2. The Seller may unilaterally amend the Conditions of Seller's Liability by informing the Buyer thereof via e-mail or ordering environment. The wording preceding the amendment of the Conditions of Seller's Liability shall apply to all Products that were ordered before the amendment of the Conditions of Seller's Liability. In case the Buyer submits the Order after the amendment of the Conditions of Seller's Liability, it is deemed that the Buyer has accepted the amended Conditions of Seller's Liability.

4.3. Expiry of the Contract under any bases whatsoever shall not release the Parties from the performance of obligations which, according to the Contract, are valid even after the expiry of the Contract.