# LIMITED WARRANTY TERMS AND CONDITIONS

# **Products and Warranty Period**

HUUM Products	Warranty Period Private use	Warranty Period Commercial use
Electrical heaters	3 years	1 year
Wood-burning heaters	3 years	1 year
Control units	3 years	1 year
Spare parts	1 years	1 year



#### 1. General

- 1.1. HUUM OÜ, a company with limited liability organized under the laws of Estonia, hereinafter referred to as "HUUM", provides a limited warranty for all new products it distributes in accordance with these terms and conditions.
- 1.2. HUUM warrants that the products subject to this limited warranty are, during the warranty periood, free from defects in materials and workmanship.
- 1.3. The warranty applies to products listed in the table "Products and Warranty Period" above.
- 1.4. This warranty does not affect the consumer's statutory rights under applicable national or state laws in force, or the consumer's rights against the dealer arising separately under their sales or purchase contract.
- 1.5. The warranty applies only to new products sold directly by HUUM or its authorized dealers and their resellers.
- 1.6. For the purposes of this warranty, a "Commercial use" is defined as either (i) a registered business entity using the product for commercial purposes or (ii) a private user, using the product for commercial purposes or (iii) a private user, using the product for more than 1500 hours during a 12-month period.

## 2. Warranty period

- 2.1. Warranty period for a product is set forth in the "Products and Warranty Period" above. The warranty period commences with the date of purchase by the end-user.
- 2.2. Warranty and maintenance services do not extend, prolong or renew the warranty period (s) of the product or the replaced spare part, unless stipulated otherwise in these warranty terms and conditions.

### 3. Requirements for the warranty to be in effect

Limited warranty is in effect only when:

- 3.1. The customer has examined the product promptly after the purchase or if a contract of sale involves carriage of the product, upon its arrival at its destination, and if discovered damage is reported no later than 7 days after the receipt or delivery of the product, or within the authorized dealer's damage reporting timescales, whichever is shorter.
- 3.2. The product has been installed and, with respect to electrical products, connected to the electrical network, in accordance with HUUM's manual and in conformity with all applicable national and local building, electrical and fire safety codes and any other laws and regulations that apply in the jurisdiction the product is installed in.

- 3.3. The product is operated and maintained according to the HUUM's manuals.
- 3.4. The electrical product is installed and connected to the electrical network by a licensed, professional electrician and proof of this is presented to HUUM.



- 3.5. The set of installed product is complete as determined in HUUM's manuals.
- 3.6. The product has defect of materials or workmanship.
- 3.7. The purchase price has been fully paid by the end-user.

#### 4. Warranty claim

- 4.1. The customer shall notify HUUM via authorized dealers (unless the defective or damaged product had been bought directly from HUUM) of any defect or damage of the product without any delay but no later than 30 days from the date of discovery of the defect or damage.
- 4.2. If visible defect or damage is discoverable after the receipt or delivery of the product, the warranty claim with photos must be submitted before installation of the product.
- 4.3. The warranty claim is submitted to the manufacturer or the seller of the product along with:
  - 4.3.1. Product name and model, serial, batch or product number (when available);
  - 4.3.2. description of the defect or damage of the product and photos (if possible) of the defect or damage;
  - 4.3.3. description of the environment and conditions the product has been used in within the warranty period;
  - 4.3.4. purchase receipt or invoice for the product.
- 4.4. The warranty claim must be submitted during the warranty period.

# 5. Exclusions from the warranty

The limited warranty does not cover any defects or damage that are not caused by HUUM, including:

- 5.1. Heating elements of electric heaters.
- 5.2. HUUM's accessories.
- 5.3. Wood-burning stove door glass.
- 5.4. Wood-burning stove ash grate.
- 5.5. Sauna stones (all heaters).
- 5.6. All sensors to all controllers.
- 5.7. Defects or damage caused by usual wear and tear, or cosmetic defects.
- 5.8. Defects or damage caused by the combined effects of extensive high temperature and water on the sauna stove resulting in deformation of the metal, changes in surface coating, etc.
- 5.9. Defects or damage caused by insufficient ventilation, constant humidity or other than appropriate storage, installation or use location, manifested e.g. by rusting, sooting and discolouration of the product.
- 5.10. Defects or damage caused by transportation if transportation is carried out by other than HUUM, or unintended or incorrect storage (all products must be stored indoors, in a warm or heated [at minimum 32 °F or 0 °C], dry and well-ventilated storage area).
- 5.11. Defects or damage resulting from failure to comply with HUUM's installation, use or maintenance instructions.
- 5.12. Defects or damage resulting from the customer having chosen a product that is unsuitable or incorrectly dimensioned for the product's proper use or application.



5.13. Defects or damage caused by an accident (including extreme weather events, power surges, earthquakes, fires, or other acts of God), by use other than in its normal, customary and intended manner, or by extraordinary stresses or conditions or non-intended use (e.g. overheating) or overloading.



5.14. Defects or damage caused by (1) repairs or modification conducted without previous written approval from HUUM, (2) parts other than HUUM's original replacement parts (e.g. temperature sensor), or (3) use of original replacement parts of other products distributed by HUUM, for the product's repairs or (4) repairs or modifications by an unauthorized person.



- 5.15. Defects or damage caused by use of products incompatible with HUUM's product or products distributed by HUUM.
- 5.16. Defects or damage caused by incompletion of the product (see point 3.5.).
- 5.17. Defects or damage occurring after the expiry of the warranty period.
- 5.18. Regular maintenance, cleaning and periodic check-ups, which are the sole and exclusive responsibility of the owner of the product.

# 6. Limitation of liability

- 6.1. If it is determined that a defect or damage reported by the customer is not covered by the warranty, HUUM is entitled, in its sole discretion, to charge the customer for the costs and work involved in finding and locating the defect or damage from the customer, including travel and work expenses in accordance with the actual costs incurred.
- 6.2. The warranty applies only if the customer has fulfilled all the obligations for which they are responsible.

HUUM MAKES NO WARRANTIES THAN THE ONES LISTED IN THIS DOCUMENT AND, TO THE EXTENT PERMITTED BY LAW, THE REMEDIES SET FORTH IN THIS DOCUMENT ARE EXCLUSIVE REMEDIES WITH RESPECT TO THE PRODUCTS SUBJECT TO THIS WARRANTY. HUUM EXCLUDES ANY OTHER WARRANTIES. ANY WARRANTY IMPLIED BY LAW THAT MAY NOT BE DISCLAIMED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL BE EFFECTIVE ONLY FOR THE PERIOD THAT THIS EXPRESS LIMITED WARRANTY IS EFFECTIVE AS SET FORTH IN THIS DOCUMENT, OR FOR ANY SUCH LONGER PERIOD AS MAY BE REQUIRED BY LAW.

# 7. Satisfaction of the warranty claim

- 7.1. HUUM may satisfy the warranty claim, at its sole discretion, by means of repair, replacement, refund or, if agreed by the customer, price reduction. Any replacement of the product component does not extend the set warranty.
- 7.2. HUUM may, at its discretion, require the transportation of a defective product to HUUM, the dealer, or authorized third party service provider. HUUM will organize and be responsible for the costs of the transportation of the product.
- 7.3. To the maximum extent permitted by law, HUUM is not liable for any direct, indirect or consequential costs, losses or damage, such as loss of profits or revenue, that the customer incurs due to a defective product or any delay in satisfaction of the customer's warranty claim.

# 8. Governing law and dispute resolution

- 8.1. If the customer is not a consumer, these warranty terms and conditions shall be governed by and construed in accordance with the laws of Estonia, excluding its choice of law provisions. If the customer is a consumer, the applicable law shall be determined in accordance with the place where the concerned consumer is domiciled.
- 8.2. All disputes arising out of, or in connection with these warranty terms and conditions shall be exclusively resolved as determined by the Harju County Court, Tallinn, Estonia.

Warranty terms and conditions apply to products bought after January, 1st 2025. HUUM reserves the right to revise and/or update these warranty terms and conditions at any point of time.