

OBELUX WARRANTY TERMS

1. GENERAL

- a. "**Company**" means Obelux Oy.
- b. "**Equipment**" means the goods and/or equipment which is or are sold subject to these conditions and particulars of which are set out in any quotation, invoice or acceptance of order referring to these conditions.
- c. "Aviation Obstruction Lights", hereinafter "**AOLs**", means only those **Company**-manufactured devices that physically produce luminous output for aviation obstruction light marking. Thus, **AOLs** do not include cabinets, external power supplies, control modules, batteries, sensors, nor other accessories.
- d. "**Accessories**" means all **Equipment** excluding **AOLs**.
- e. "**Buyer**" means the **Buyer** of **Equipment**.
- f. "**Warranty**" means the standard limited **Warranty** for Obelux **Equipment** supplied by **Company**, Helsinki, Finland. This **Warranty** applies unless a different **Warranty** has been specifically agreed to in writing and signed by a duly authorized representative of **Company**.
- g. "**Delivery**" means delivery of the **Equipment** in accordance with the Incoterms® 2020 delivery term agreed for the order.

2. WARRANTY PERIOD

- a. **Company** grants five (5) years **Warranty** from the date of **Delivery** to **AOLs**, with the below terms and conditions, unless expressly indicated or agreed otherwise.
- b. **Company** grants two (2) years **Warranty** from the date of **Delivery** to **Accessories**, with the below terms and conditions, unless expressly indicated or agreed otherwise.

3. VALIDITY OF THE WARRANTY

- a. Validity of the **Warranty** commences on the date of **Delivery** of the product. The date of **Delivery** is verified from **Company**'s delivery note or invoice.
- b. **Warranty** applies to defects in materials and workmanship that cause the product not to meet the essential performance stated in **Company**'s product specifications (such as luminous intensity below the specified minimum, failure to flash, or failure of synchronisation or of the fault alarm), provided that the defect has been reported to **Company** in writing within thirty (30) days of its discovery and within the **Warranty** period, and has been verified by **Company**.
- c. **Warranty** is valid only if the product has been installed, commissioned, maintained and used only for the intended purpose in appropriate operating environment in compliance with specifications and instructions issued by **Company**, and if the price of the **Equipment** has been paid in full.
- d. **Warranty** does not cover installation, removal, replacement, access equipment or work at height (such as cranes, lifts, scaffolding, rope access or climbing teams), site visits, travel, shipping, freight, or any other indirect or direct consequential costs.
- e. **Warranty** does not cover matters and work performance that are beyond **Company**'s control; malfunctions caused by inappropriate product handling, storage or violation of installation instructions; cleaning of the product; accumulators or batteries used as the product's power source; physical damage caused to the product after **Delivery** (such as impact, vandalism or bird damage); damage caused by natural forces (such as direct or indirect lightning strikes, flooding or fire); damage caused by surges or overvoltage in the power supply; malfunctions that are insignificant with regard to the intended operation of the product; or normal wear and tear.
- f. **Warranty** does not cover direct or indirect damage caused to people, other equipment or property by a defective component or device. Liability for such damage is governed exclusively by clause 8 of **Company**'s General Terms and Conditions of Sale.

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- g. **Warranty** is not valid if: the product has been altered after delivery from **Company**, unless the alteration is based on instructions given by **Company**; or the product has been repaired by a party other than a **Company** authorised repair shop; or the product's power supply does not meet the requirements stated by **Company**; or the product's serial number or type label has been removed or made illegible.
- h. This **Warranty** is **Buyer's** sole and exclusive remedy for defects in the **Equipment** and is given in lieu of all other warranties and remedies, express or implied, including any implied warranties of merchantability or fitness for a particular purpose, to the extent permitted by applicable law.

4. RETURN POLICY OF EQUIPMENT

- a. If any **Equipment** purchased from **Company** needs to be returned for any reason (subject to the **Warranty** Policy stated here), **Buyer** shall first contact **Company's** technical support (helpdesk@obelux.com) for remote troubleshooting and, where a return is needed, report in writing within thirty (30) days of discovering the malfunction and agree with **Company** on the appropriate procedures: the model and serial number of the **Company** product; the nature of the malfunction and the conditions where malfunction occurs/occurred; and proof of date of delivery. No product may be returned without a Return Material Authorisation (RMA) number issued by **Company**.
- b. On the basis of the notification, **Company** will, within reasonable time, determine the extent and manner in which the product must be delivered for inspection at **Company**-approved service. **Buyer** is responsible for delivery of the product to and from the service at **Buyer's** cost and risk. If the inspection shows that the product is not defective, or that the defect is not covered by the **Warranty**, **Company** may charge **Buyer** for inspection, testing and any repair at its then-current service rates.
- c. **Warranty** includes repair of the defective component or device at **Company**-approved workshop, or, if necessary, a replacement component or device.
- d. In order to fulfil its obligations under **Warranty**, **Company**, at its sole discretion, may deliver a replacement product to replace a device that has malfunctioned during **Warranty** period if repairing the defective device is impossible or not reasonable, or, if neither repair nor replacement is commercially reasonable (for example because the product has been discontinued), refund or credit the price paid for the defective product.
- e. **Warranty** repair or product replacement under **Warranty** does not extend the term of validity of the original **Warranty**. All components or products that have been replaced remain **Company's** property.

***Company** reserves the right to modify its standard limited **Warranty** policy at any time, at its sole discretion. Modifications do not apply to orders accepted by **Company** before the modification.*

Version 2026-10

GENERAL TERMS AND CONDITIONS OF SALE

1. GENERAL

- a. "**Company**" means Obelux Oy.
- b. "**Equipment**" means the goods and/or equipment which is or are sold subject to these conditions and particulars of which are set out in any quotation, invoice or acceptance of order referring to these conditions.
- c. "**Buyer**" means the **Buyer of Equipment**.
- d. These General **Terms** and Conditions of Sale ("**Terms**") apply to all offers, order confirmations, sales and deliveries of **Equipment** by **Company**. Any general terms or conditions of **Buyer**, including those printed on or referred to in **Buyer's** purchase order, shall not apply unless expressly accepted by **Company** in writing.
- e. In case of conflict, the following order of precedence applies: (1) a separate written agreement signed by both parties; (2) **Company's** written order confirmation; (3) the OBELUX WARRANTY TERMS (for warranty matters); (4) these **Terms**; (5) **Company's** offer.

2. OFFERS, ORDERS AND AGREEMENTS

- a. Unless otherwise stated in the offer, offers are valid for thirty (30) days from their date. Offers are non-binding, and a binding contract is formed only by **Company's** written order confirmation, unless explicitly agreed otherwise in writing.
- b. All orders are subject to **Company's** written confirmation and acceptance.
- c. All orders shall be placed in writing by **Buyer** using **Company's** article codes and/or numbers for each product, which codes and/or numbers shall govern all orders.
- d. Each order placed by **Buyer** shall be subject to acceptance by **Company** who may, at its sole discretion: (a) accept any order; (b) reject any order for any reason including, but without limitation, a credit rating unacceptable to **Company** at its sole discretion, lack of inventory or manufacturing capacity; or (c) place conditions upon the acceptance of any order including, but without limitation to, full or partial payment prior to manufacture or shipment. In the event of **Company's** conditional acceptance of any order, **Company** and/or **Buyer** shall confirm in writing the parties' mutual agreement to such condition(s), fulfillment of such condition(s) and final acceptance of such order.
- e. Orders may be cancelled by **Buyer** prior to their acceptance by **Company**. After **Company's** acceptance of any order, cancellation of such order shall not be permitted. Should **Company** nevertheless agree in writing to a cancellation or change of an accepted order, **Buyer** shall compensate **Company** for all costs incurred and committed, including materials, work in progress and finished **Equipment**, plus a reasonable administration fee.

3. PRICES

- a. The prices quoted by or agreed with **Company** shall be net prices, unless expressly indicated or agreed otherwise, exclusive of VAT (Value Added Tax) and exclusive of any possible import or export duties, taxes, fees and charges, which shall be borne by **Buyer**.
- b. The prices are based on Ex Works delivery terms according to Incoterms 2020 if not otherwise agreed, or stated in an individual order confirmation by **Company**.
- c. The price payable for **Equipment** shall be paid to **Company** within 21 days of (a) the date of the invoice for **Equipment** or (b) the date of the delivery thereof whichever is earlier, unless expressly indicated or agreed otherwise.
- d. In case of late payment, **Company** is entitled to interest on the overdue amount from the day when payment was due at the rate set out in the Finnish Interest Act (633/1982), and to compensation for recovery costs. **Company** is further entitled to suspend deliveries and the performance of any open orders until all overdue amounts have been paid in full.

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- e. If, after the date of **Company's** offer, new or increased customs duties, tariffs or other governmental charges are imposed on the **Equipment**, or if delivery is postponed at **Buyer's** request by more than three (3) months, **Company** is entitled to adjust the price accordingly.
- f. Any withholding tax or similar deduction required by law in **Buyer's** country shall be borne by **Buyer**, so that **Company** receives the full invoiced amount.

4. DELIVERY TIME AND DELIVERY

- a. **Company** shall use its reasonable efforts to arrange for the manufacture, in a timely manner, of sufficient quantities of **Equipment** to fulfill orders placed by **Buyer**.
- b. The time of delivery of each order placed by **Buyer** shall be agreed to by the parties at the time of acceptance of each order, depending upon the size and type of each order and available quantities of **Equipment**. **Delivery** times are estimates. Unless liquidated damages for delay have been expressly agreed in writing, **Company** shall not be liable for delay. Where liquidated damages have been agreed, they shall be **Buyer's** sole remedy for delay and shall not exceed five (5) per cent of the price of the delayed **Equipment**.
- c. **Company** shall provide to **Buyer** in the English language relevant technical information, such as datasheets of **Equipment**.
- d. Risk of loss of and damage to the **Equipment** passes to **Buyer** in accordance with the agreed Incoterms® 2020 delivery term.
- e. **Buyer** shall inspect the **Equipment** upon receipt and notify **Company** in writing of any transport damage, shortage or visible defect within eight (8) days of receipt. Otherwise, the **Equipment** shall be deemed accepted, without prejudice to the **Warranty** for hidden defects.
- f. Returns of non-defective **Equipment** are accepted only with **Company's** prior written consent and may be subject to a restocking fee.

5. TRANSFER OF OWNERSHIP

- a. The title and property in the **Equipment** shall remain in **Company** until the respective invoices issued by **Company** have been paid irrevocably in full to **Company**, to the extent permitted by the law of the country where the **Equipment** is located. Retention of title does not affect the passing of risk under clause 4d.

6. FORCE MAJEURE

- a. If the performance by either party is prevented or hindered by any event beyond the reasonable control of such party (force majeure), including but not limited to war, terrorism, sanctions, export or import restrictions, epidemics, fire, natural disasters, strikes, cyber-attacks, shortages of components, materials or energy, and delays of **Company's** subcontractors caused by any such event, the affected party shall give prompt notice thereof to the other party. In such event, the affected party's obligations under this agreement shall be suspended temporarily during the period of such force majeure. If the force majeure continues for more than ninety (90) days, either party may terminate the affected order by written notice without liability, provided that **Buyer** shall pay for **Equipment** already delivered.

7. WARRANTY

- a. **Company** refers to the separate OBELUX WARRANTY TERMS for a description of the warranty terms. Unless agreed otherwise in the agreement, the warranty terms mentioned in OBELUX WARRANTY TERMS are exclusively applicable.

8. LIABILITY AND INDEMNIFICATION

- a. The liability of **Company** in connection with any defects in the goods it has delivered is limited to the fulfilment of the warranty obligations described in **Company's** **Warranty Terms**.
- b. **Company** will not be liable for any indirect or consequential loss whatsoever, including loss of profit, revenue, production or use, downtime, costs of substitute lighting or equipment, liquidated damages or penalties payable by **Buyer** to third parties, or claims arising from the closure of airports, runways, wind

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farms or other facilities, resulting from damage to or non-delivery or late delivery of **Equipment** or any defect therein to the intent that the limit of **Company's** liability will be for the cost of the necessary repair or replacement of **Equipment**.

- c. **Company's** total aggregate liability arising out of or in connection with any order, whether in contract, tort (including negligence) or otherwise, shall in no event exceed the price paid for the **Equipment** under that order.
- d. The limitations of liability in this clause 8 shall not apply to damage caused by **Company's** wilful misconduct or gross negligence, or to liability that cannot be limited under mandatory law, such as liability for personal injury under the Finnish Product Liability Act.
- e. **Buyer** is responsible for the design of the obstruction lighting installation and for obtaining all approvals required by the competent aviation and other authorities. Lighting layouts, coverage studies, drawings and other recommendations provided by **Company** are provided for information and assistance only, and the final responsibility for compliance with applicable regulations remains with **Buyer**, unless otherwise agreed in writing.
- f. **Buyer** shall indemnify and hold **Company** harmless from any third-party claims arising from the installation, modification, maintenance or use of the **Equipment** by **Buyer** or its customers contrary to **Company's** instructions, or from **Buyer's** breach of clause 10.

9. DISPUTES AND APPLICABLE LAW

- a. All disputes arising hereunder shall be governed by the laws of Finland, excluding its choice-of-law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG), and communicated in the English language. Any disputes arising from this shall, in the first place, be resolved by negotiations between the parties.
- b. Disputes that cannot be resolved by negotiation within sixty (60) days shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The seat of arbitration shall be Helsinki, Finland, the language English, and the arbitral tribunal shall consist of one arbitrator. **Company** may, however, bring claims for unpaid receivables before the District Court of Helsinki or the competent court of **Buyer's** domicile.

10. EXPORT CONTROL AND SANCTIONS

- a. **Buyer** shall comply with all applicable export control and sanctions laws and regulations, including those of the European Union, the United Nations and the United States. **Buyer** shall not sell, export or re-export the **Equipment**, directly or indirectly, to any country, entity or person in breach of such laws, including to Russia or Belarus. **Company** may suspend or cancel any order without liability if its performance would breach such laws.

11. INTELLECTUAL PROPERTY AND SOFTWARE

- a. All intellectual property rights in the **Equipment** and related documentation remain with **Company**. Software and firmware embedded in or supplied with the **Equipment** are licensed, not sold, to **Buyer** on a non-exclusive basis for use with the **Equipment** only. **Buyer** shall not copy, modify or reverse engineer such software, except to the extent permitted by mandatory law.

12. MISCELLANEOUS

- a. If any provision of these **Terms** is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- b. Failure by **Company** to enforce any provision of these **Terms** shall not constitute a waiver of that provision.
- c. **Buyer** may not assign its rights or obligations under any order without **Company's** prior written consent.

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