



NordiTube Standard Warranty Terms

(Version: NSWT_v3.0_202512)

These Standard Warranty Terms form an integral part of the Contract and shall be read together with the NordiTube General Sales Terms and Conditions (Version: NGSTC_v2.0_202508). Together, they constitute the full and binding sales Contract between the Seller and the Buyer.

1. Warranty Period and Scope

1.1 Warranty Period: The warranty period begins from the date the Buyer signs the acceptance of the product, and lasts for TWELVE (12) months.

1.2 Warranty Scope:

a) During the warranty period, if the product fails to meet the agreed specifications due to manufacturing defects or material issues, the Seller will, at the Buyer's request, provide free replacement or return services.

1.3 Warranty Exclusions:

a) The warranty does not apply if the product is damaged due to the Buyer's improper handling, failure to follow the prescribed technical requirements during installation, non-compliant operations during construction, improper storage, commissioning, use or maintenance, or any further use or repair of such product after giving notice to Seller.

b) If the project information provided by the Buyer is inaccurate, and the Seller's solution was not approved based on such information, resulting in the product failing to meet the actual project requirements, the Seller shall not be liable.

c) Products manufactured by third parties, even if sold, packaged, attached to, or incorporated together with Seller's products, are not covered by this warranty. Seller makes no representations or warranties of any kind with respect to third-party products, including but not limited to merchantability, fitness for a particular purpose, title, or non-infringement, whether express or implied by law, course of dealing, course of performance, usage of trade, or otherwise.

d) Changes in product appearance and packaging are not considered warranty issues. The Seller has the right to assess whether the packaging is intact and, if it is determined that the packaging does not affect the normal use of the product, such issues shall not be treated as warranty claims.

2. Product Acceptance and Warranty Start Date

2.1 Acceptance Requirements: The Buyer must inspect the product immediately upon receipt to confirm that the product matches the order and that the packaging is intact. The Buyer must sign the Acceptance Form, and the date of signature shall mark the start of the warranty period. If the Buyer discovers any latent defects after the acceptance, the Buyer may still claim in writing under the warranty within the warranty period.

2.2 Failure to Inspect: If the Buyer fails to inspect the product upon receipt and does not raise any objections within 2 business days upon receipt, it shall be deemed that the product has been accepted, and the warranty period shall commence from the date of receipt.

3. Warranty Liability Definition

3.1 Seller Involvement in Installation Project Design: If the Seller has participated in the development of the Buyer's installation project, and both parties have communicated the project thoroughly, the Seller has

provided the required product specifications for the project, and the Buyer has procured all products based on the specifications, and adhered strictly to the installation standards and requirements, then if the product fails to meet installation requirements, the Seller will provide free replacement for the product of its own and technical support after confirming the responsibility. Any issues caused by the Buyer's failure to provide accurate project information or failure to adhere to the plan shall not be the Seller's responsibility.

- 3.2 Seller Not Involved in Installation Project Design: If the Seller is not involved in the construction plan design, the Seller is only responsible for the quality of the products sold. If the product has quality issues, the Seller will provide free replacement or return services.

4. Buyer's Obligations

- 4.1 Proper Use of Products: The Buyer must use the products according to the Seller's provided product manuals and installation plan. The Seller shall not be responsible for any issues, damage, or failure resulting from improper utilization, implementation, or handling by the Buyer.
- 4.2 Accurate Project Information: The Buyer must provide accurate and complete project information prior to placing an order and ensure the Seller's involvement in confirming the project plan to avoid any issues arising from inaccurate project information, leading to the product not meeting actual needs. The Seller shall not be responsible for any issues, damage, or failure resulting from any inaccurate or incomplete project information provided by the Buyer.
- 4.3 Compliance with Construction Standards: The Buyer is responsible for ensuring that the installation team follows the Seller's technical requirements and installation plan. The Seller shall not be responsible for any issues, damage, or failure resulting from non-compliant operations during installation by the Buyer.

5. After-Sales Service Procedure

- 5.1 Reporting and Handling: If the Buyer discovers quality issues with the product during the warranty period, the Buyer must promptly notify the Seller and, within 48 hours, submit the relevant fault report and product information in the format prescribed by the Seller, to facilitate timely resolution by the Seller.
- 5.2 After-Sales Service Response: Except for Force Majeure or other reasonable causes, the Seller shall respond within 2 business days upon receiving the Buyer's after-sales request. If the Seller, having been notified, fails to remedy the defect(s) within reasonable period of time, Buyer may proceed to take such remedial action as may be necessary, at the Seller's risk and reasonable expense.
- 5.3 Responsibility Confirmation: If it is confirmed that the issue is due to improper construction by the Buyer or inaccurate project information, the Seller will not be liable. In such cases, the Seller will provide necessary technical support but may require the Buyer to bear the associated costs.
- 5.4 The Seller shall not be liable if the Buyer continues to use the product after giving notice of defect.

6. Seller's Liability and Remedies

- 6.1 Within the warranty period, upon verification of the liability, the Seller shall, at its sole discretion, provide one of the following remedies:
- a) Repair or replace the product (or defective part).
 - b) Credit or refund the price of such product at the pro rata contract rate.
- 6.2 With respect to services, the Seller may, at its sole discretion, (i) re-perform the applicable services or (ii)

refund the pro rata applicable service fees.

- 6.3 The remedies set forth above are the Buyer's sole and exclusive remedies and Seller's entire liability for defective products or services.

7. Limitation of Liability

- 7.1 In no event shall the Seller be liable for indirect, incidental, exemplary, punitive or consequential damages, including but not limited to loss of profits or revenues or diminution in value, loss of business, or third-party claims arising out of or relating to the Contract, regardless of (a) whether such damages were foreseeable, (b) whether Seller was advised of the possibility of such damages, and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.
- 7.2 The Seller's aggregate liability arising out of or relating to the Contract, whether arising out of or related to breach of Contract, tort (including negligence) or otherwise, shall not exceed the total amounts paid by the Buyer for the goods and services giving rise to the claim.
- 7.3 The above limitations shall not apply to liability resulting from Seller's gross negligence or willful misconduct, or to death or bodily injury caused by Seller's acts or omissions.

8. Force Majeure

- 8.1 The Seller shall not be liable for any failure or delay caused by or resulting from events beyond its reasonable control, including but not limited to natural disasters, strikes, epidemics, wars, sanctions, supplier delays, or government actions.
- 8.2 The Seller shall notify the Buyer within a reasonable time and take reasonable steps to mitigate the impact.
- 8.3 If a Force Majeure event continues for more than three (3) months, either party may terminate the unperformed part of the Contract by written notice.