



TERMS AND CONDITIONS FOR SPARKLIKE EXTENDED WARRANTY™ FOR SPARKLIKE HANDHELD NOVA™

1. Applicability

These Terms and Conditions for Sparklike EXTENDED WARRANTY™ extended warranty (“**Terms**”) are applied between Sparklike Oy (“**Supplier**”) and the purchaser of the extended warranty (“**Purchaser**”)

The Purpose of these Terms is to set out and agree the terms and conditions for the extended warranty.

In these terms the Supplier and the Purchaser may jointly also be referred to as the “**Parties**” or individually as the “**Party**” as required by the context.

2. Sparklike EXTENDED WARRANTY™

The Sparklike EXTENDED WARRANTY™ (“Sparklike EXTENDED WARRANTY™”) is an contract between Supplier and Purchaser for extending standard warranty for pre- defined period for the Product.

Necessary and Additional Services are excluded from the Sparklike EXTENDED WARRANTY™, due to their secondary nature on the Product functions.

Sparklike EXTENDED WARRANTY™ extended warranty covers Sparklike Handheld NOVA™

The Sparklike EXTENDED WARRANTY™ Extended standard warranty includes:

- All factory installed components except mentioned in section 3.
- Labour cost for warranty repairs
- Sparklike installed Software`s

3. Sparklike EXTENDED WARRANTY™ Excludes

The Sparklike EXTENDED WARRANTY™ Extended standard warranty does not include:

- Normal wear and tear components and parts
- Batteries, filters, electrodes
- Shipping and handling costs
- Casing and it`s components

4. Sparklike EXTENDED WARRANTY™ Does not cover

The Sparklike EXTENDED WARRANTY™ Extended standard warranty does not cover materials and components which has defect by:

- Accident, theft or vandalism
- Forces of nature
- Misuse or other unsuitable or unauthorized use of the Product or negligence or error in storing, maintaining or handling the Product
- Erroneous installation or assembly or failure to service the Product or otherwise follow



Sparklike 's service instructions, including any repair, installation, assembly or service made by personnel not approved by Sparklike or replacements with parts not manufactured or supplied by Sparklike

- Modifications or changes to the Product as well as any adding to it without Sparklike's prior authorization
- Other factors depending on Customer or a third party.

Notwithstanding the aforesaid, Sparklike's liability under this warranty shall not apply to any nonconformities arising out of materials, designs or instructions provided by Customer.

5. Sparklike EXTENDED WARRANTY™ extended warranty terms

The Supplier provides, subject to these Terms, extended warranty as specified herein ("**Extended warranty**") for the Products which are included in Sparklike EXTENDED WARRANTY™. The extended warranty is valid only when:

Sparklike Handheld NOVA: Annual calibration and preventive service has been documented and performed by Sparklike or it's authorized distributor in a yearly base within the same month while calibration expires.

- Annual preventive service minimum requirement:
 - If operational performance requires, the following components and parts should be inspected, tested and replaced if needed:
 - Replacing optical filters
 - Replacing the C92 capacitor
 - Change of the optical fiber
 - Change of the electrode
 - Replacing the safety cap
 - Replacing the USB cover
 - Change of the encoder button
 - Change of the battery

All maintenance and support for the Products not included in the Preventive Service shall be considered as Necessary and Additional Service. The Preventive Service shall in all cases cover only Service that is performed to ensure the Product's correct operation and all cosmetic and corresponding maintenance procedures shall in all cases be considered as Necessary and Additional Service.

The Purchaser shall, immediately when having warranty claim inform supplier about the fault. The Supplier shall start to investigate warranty case immediately after receiving the claim and if additional information or documents are needed Purchaser shall provide these also immediately to the Supplier.



6. Necessary and additional service

In addition to the Preventive Service, the Supplier provides necessary and additional maintenance, repair and support services (“Necessary and Additional Service”) and spare components for the Products, which are not included in Sparklike EXTENDED WARRANTY™. The Necessary and Additional Service and components are subject to separate fees that shall be separately agreed between the Parties.

It is explicitly noted that the packaging is done according to the Supplier’s instructions.

Excluded components and services from the Preventive Service include:

- Sparklike Handheld Nova:
 - Casing components

7. Supplier’s Right to Inspect the Products

7.1 Approval Inspection

The Supplier shall have the right to inspect the Products for ensuring that they can be approved to Sparklike EXTENDED WARRANTY™. The Supplier shall have the right at its sole discretion to reject the Product from Sparklike EXTENDED WARRANTY™.

7.2.1 Inspections in Connection with each Order

The Supplier shall further have the right to inspect the Product each time it is sent to it by the Purchaser for making sure it is a warranty case. The Supplier may reject the warranty case if Purchaser can’t provide suppliers requested information or documents within reasonable time. Supplier shall not be obligated to return any paid warranty fees to the Purchaser.

8. Reclamations

Reclamations for the warranty claims are valid only when a notification is given to the Supplier within eight (8) business days from the date when the Purchaser received the Product(s) from the Supplier after the warranty repair. The reclamation must include clear specifications of the defect in the extended warranty.

9. Prices

Sparklike EXTENDED WARRANTY™

Price for Sparklike EXTENDED WARRANTY™ is according to the valid price list.

10. Payments and Invoicing

10.1 Invoicing and Payment Terms

The Sparklike EXTENDED WARRANTY™ shall be invoiced by the Supplier in advance.

The payment term for the invoices sent by Supplier shall be twenty-one (21) days net from the date of the invoice.



10.2.1 Reclamations for Invoices

Any reclamations for invoices must be submitted during twenty-one (21) days from the date of invoice, after which period the Supplier's invoice shall be considered to be accepted by the Purchaser.

10.2.2 Late Payment

The interest for late payment for any amounts due by the Purchaser to the Supplier shall be 10,5 % p.a from the due date set out in the invoice.

11 Liability for Services

The Supplier shall perform the warranty claim with due diligence and in a workmanship manner that can be accepted from a professional supplier of the Services.

The Supplier shall be liable to handle the warranty claim and maintenance and repair work that is mandatory in Sparklike EXTENDED WARRANTY™ and for the Necessary and Additional Service it can reasonably deem to be necessary to be performed when inspecting the Products.

Subject to the aforesaid, the Supplier shall, however, not have liability for defects in case the Products have been repaired or maintained by any third party other than expressly authorized by the Supplier.

12 Limitation of Liability

The Supplier shall not be liable for any claims that arise out of or results from: (ii) unauthorized modification (including, without limitation, unauthorized repairing) of the Products; (iii) combining Products with any other hardware, software, application or part not supplied by Supplier; (iv) using Products for any use other than for which they were designed or against Supplier's instructions (including but not limited to instructions given in user guides); or (v) Supplier complying with an interim, final or other industrial standard.

Except as set out in this section above, Supplier shall not be liable under or in relation to these Terms or the Services (whether such liability arises due to negligence, breach of contract, misrepresentation or for any other reason) for any indirect, punitive (including, without limitation, willful infringement), special or consequential loss or damage (including, but not limited to loss of profits, sales, turnover, contracts or customers and loss or damage to business or reputation and losses or liabilities under any other agreement).

Except as set out in this section above, Supplier's total liability arising from or in connection with the Services (whether the liability arises because of breach of contract, negligence or for any other reason) shall be limited to an amount equal to the amounts paid or payable in relation to the Services in relation to which the claim relates.

Except as expressly set out in these Terms, the Supplier expressly disclaims and excludes all representations, conditions, warranties or guarantees, express or implied, statutory or otherwise, oral or written, with respect to these Terms and the Services.



13 Terms and Termination

13.2 Terms of Sparklike EXTENDED WARRANTY™

These Terms shall apply to the extended warranty as long as the Sparklike EXTENDED WARRANTY™ contract is valid and Sparklike has received full payment.

The Supplier has the right to modify these Terms upon three (3) months prior Notification to the Purchaser. If Purchaser doesn't approve modified Terms he is authorized to terminate the contract.

13.3 Termination Rights

The Purchaser may terminate Sparklike EXTENDED WARRANTY™ by giving a notification to the Supplier. The Supplier shall not be obligated to return the paid Service Fees for the remaining portion of the contract.

The Supplier shall have the right to terminate Sparklike EXTENDED WARRANTY™ for the Products with immediate effect for which the Purchaser has not paid the Service Fee within twenty-one (21) days from the invoice date. The Supplier may further terminate Sparklike EXTENDED WARRANTY™ with immediate effect if the Purchaser is in breach of these terms and does not rectify such breach within thirty (30) days from Supplier's notification thereof, in which case the Supplier shall not be obligated to perform warranty claim

The Supplier shall further have the right to terminate Sparklike EXTENDED WARRANTY™ in case the Product is found to be not approvable for the Sparklike CARE™ as set out in section 4 above.

14 Force Majeure

Supplier shall not be liable for any failure to perform its obligations under this Agreement where the failure arises from an event beyond the reasonable control of Supplier (a "**Force Majeure Event**"). Such causes may include, but are not limited to, acts of a public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, lock-outs, industrial disputes, riots or civil commotion, acts of terror or specific threats of terrorist activity, transportation or energy shortages, freight embargoes, power failures, unforeseen shortages of components and production constraints or failure of the postal system.

If the fulfilling of a contractual obligation by the Supplier is delayed through any cause given in above in this section or through an act or omission by the Purchaser, the time for meeting the obligation shall be extended by a period which taking into account all relevant circumstances is deemed reasonable.

The Supplier shall inform the other of any Force Majeure Event within a reasonable period of time following its occurrence. In the above instances, time for performance will be extended for the period of the delay.

The Supplier shall use all commercially reasonable efforts to reduce to a minimum and mitigate the effect of any delay occasioned by Force Majeure Event.

15 Miscellaneous

The language for all operations, documents and communication between the Parties relating to these Terms or the Services in any aspect shall be English. If a translation of these Terms is prepared, the English version of these Terms shall prevail.



When a Notification or a written notice is provided to be sent by a Party to the other Party, it shall be deemed to be duly delivered when it is sent in a written form via e-mail to at least one (1) of the Representatives of the Parties to the addresses set out in connection with the initial order for the Services or as notified later to the other Party. The Notification shall be deemed to be received at the moment when it is sent, provided that it is sent to the correct addresses. The Parties shall be responsible to Notify the other Party of any changes in their e-mail addresses.

The failure of either Party to insist upon strict adherence to any term or condition of these Terms on any occasion shall not be considered a waiver of any right thereafter to insist upon strict adherence to that term or condition or any other term or condition of these Terms.

Should any term or condition of these Terms found to be partly or in whole invalid or unenforceable, it shall not affect the validity of the other terms and conditions of these Terms.

16 Applicable Law and Dispute Resolution

These Terms shall be governed, construed and interpreted in accordance with the laws of Finland, excluding its choice of law provisions.

All disputes arising out of or in connection with these Terms shall be primarily solved through negotiations between the Parties. Should the Parties fail to reach an agreement, the dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce in accordance with the said rules. The arbitration shall be held in the city of Helsinki, Finland in the English language. All arbitration awards shall be final and binding on the Parties and enforceable in any court of competent jurisdiction.