

General Repair Conditions of Festool Suomi

1. Scope, Definitions

1. The following General Repair Conditions apply to all repair orders placed with us, Festool Suomi, Mäkituvantie 7, 01510 Vantaa (hereinafter "**Festool**"). For repairs that fall under the Festool WARRANTY all-inclusive (hereinafter the "**Warranty**"), they shall apply in addition to our Warranty Terms and Conditions. In the event of contradictions between the Warranty Terms and Conditions and these General Repair Conditions, the provisions of the Warranty Terms and Conditions shall take precedence. These General Repair Conditions do not apply to claims for defects.

2. The repair services we offer are intended for consumers and entrepreneurs equally. For the purposes of these General Repair Conditions

(i) a consumer is any "natural person" who enters into the contract for purposes that are outside their trade, business or profession and

(ii) an "entrepreneur" is a natural or legal person or a partnership with legal personality, who or which, when entering into a legal transaction, acts in exercise of their trade, business or profession.

3. The version of our General Repair Conditions valid at the time the order is placed is decisive. Contradictory or additional terms and conditions, or those that deviate from our General Repair Conditions, shall not apply unless we have previously agreed their validity in writing. These General Repair Conditions shall still apply where we perform repairs without reservation, notwithstanding our knowledge of terms and conditions of the customer which are opposed to, in addition to or deviate from our own terms and conditions.

4. Rights to which we are entitled in accordance with statutory regulations or other agreements beyond these General Repair Conditions shall remain unaffected.

2. Conclusion of a contract, repair options, return shipping, costs

1. Our offers, including those on our website festool.fi, are not binding and do not constitute an offer for the conclusion of a contract, but merely an invitation to make a repair order.

2. The customer submits an offer to us to conclude a contract with the repair order. A repair order can be made in writing, verbally, or via the online portal "MyFestool" and by sending in the defective machine.

3. The contract takes effect only once we have sent the order confirmation or started the repair. Confirmation of receipt of the repair order does not constitute acceptance of the customer's offer. It serves only to inform the customer that we have received the repair order.

4. If it is covered by the Warranty, the machine shall be repaired without delay in accordance with the Warranty Terms and Conditions. If the repair is not covered by the Warranty, the customer can choose between the immediate repair option or the quotation option.

5. If the customer chooses the **immediate repair option**, we shall immediately repair the machine without any further queries up to a net repair cost (labour and parts costs in accordance with the RRP before deduction of any discounts) of 40% from the price of new machine. (Hereinafter the "**immediate repair limit**").

6. If the customer opts for a **quotation without immediate repair**, we will send the customer a free quotation by e-mail. In this case, the customer will not receive the immediate repair discount.

7. If the customer accepts the offer included in our quotation within four weeks, a repair contract is concluded and we shall repair the machine accordingly.

8. If the customer accepts our offer of scrapping within four weeks, we shall carry out the order accordingly.

9. If, within four weeks, the customer accepts neither the repair offer included in the quotation nor the offer of scrapping, or if the customer expressly declines the offer, we shall return the item to the delivery address provided by the customer for a processing fee of EUR 23.00 excl. VAT at the customer's own risk and expense, having returned the product to the original condition in which it was sent to us as far as technically possible at proportional expense. Further claims by us shall remain unaffected.

10. The shipping costs for returning the repaired or non-repaired machine amount to 10-40€ depending on the weight and how the machine is shipped. No shipping costs will be charged if the machine was covered by the Warranty all-inclusive when it was sent to us (regardless of whether or not the Warranty term has expired).

3. Consumer's right of cancellation

1. If the customer is a consumer, they shall have a right of cancellation. The requirements and legal consequences of the cancellation derive from the following cancellation policy:

Cancellation policy

Right of cancellation:

You have the right to cancel this contract within fourteen days without stating a reason. The cancellation period is fourteen days from the day on which the contract is concluded.

To exercise your right of cancellation, you need to send us a clear statement informing us that you have decided to cancel the contract (e.g. by posting us a letter, by fax, or by e-mail):

Festool Suomi
Mäkituvantie 7
01510 Vantaa
Email: info@festool.fi

You can use the attached sample cancellation form, but it is not mandatory.

To adhere to the cancellation period, it is sufficient to send us the notification that you are exercising your right of cancellation before the cancellation period expires.

Consequences of cancellation

If you cancel this contract, we will be required to reimburse you all payments which we have received from you, including delivery costs (with the exception of additional costs arising from a decision on your part to use a different delivery method from the cheaper standard delivery we offer), without delay and no later than within fourteen days of the day on which we received the notification of your cancellation of this contract. For the reimbursement, we shall use the same payment method that you used for the original transaction, unless we have expressly agreed an alternative method with you; under no circumstances will you be charged any fees on the grounds of this reimbursement.

If you requested that the services begin during the cancellation period, you will be required to pay us an appropriate amount for the services already carried out up to the point at which you inform us that you are exercising your right of cancellation in respect of this contract, proportionate to the overall scope of the services laid down in the Contract.

End of revocation notice

2. If the customer has already sent the product at the time of cancellation, it will be returned free of charge.

4. Shipment of the product for repair, decontamination fee for H extractors

1. The customer is required to deliver the products which require repair to the address specified by us at their own risk and expense, unless the customer has commissioned us to collect the products. In this case, we are entitled to invoice the customer for the costs of collection in addition to the repair costs.

2. We are under no obligation to accept parcels delivered to us "carriage forward".

3. If H-Class dust extractor has been used to collect mould or asbestos all contaminated material has to be removed before shipment for repair. Customer must dismantle all components for cleaning work. Warranty will still apply. All components excluding dust container should be send in clean bag for repair. In case some of the components are not cleaned properly additional cleaning cost will be charged from the customer.

5. Return and acceptance of the repaired product

1. The product shall be returned to the delivery address specified by the customer at the risk and expense of the customer.

2. The customer is obliged to accept the repair services within a week of receipt of the repaired product at the specified delivery address. We are entitled to request written acceptance. If the customer does not accept the repair services in the proper manner within that period, acceptance shall be deemed effected. This shall apply in particular if the customer begins using the repaired product.

3. Acceptance may not be refused on the ground of insignificant defects.

6. Prices and payment

1. The prices for the repair and any other costs shall be based on the price list that is valid on the day the order is made. The date specified in the repair order is decisive. Repairs covered by our warranty are free of charge to the customer. Except in the exceptional cases laid down in Section 2(11), or in the event of a cancellation, the customer shall be required to pay shipment costs.

2. If, where the customer has chosen the immediate repair option, the repair falls below the cost limit, only the actual costs accrued shall be charged to the customer.

4. The invoice amount must be paid within 14 days of the invoice date. The day on which we can access the invoice amount is considered the payment day.

7. Claims for defects

1. If the customer is a consumer, the statutory claims for defects apply.

2. If the customer is an entrepreneur, the following provisions apply:

1. The statute of limitations for the claims for defects from a customer is one year. The statute of limitations starts upon acceptance of the products. The reduction of the statute of limitations also applies for claims arising from unauthorised acts relating to defects with the repair services. The reduction of the statute of limitations does not apply to our unlimited liability for damages from a breach of a warranty or from loss of life, physical injury or damages to health, for intent and gross negligence, for product defects or insofar as we have assumed a procurement risk. A statement from us on a claim for defects asserted by the customer is not to be considered as an admission in proceedings about the claim or the circumstances substantiating the claim, as far as we reject the claim for defects completely.

2. Without prejudice to the right to remedy the defect oneself, and notwithstanding any claims for damages or reimbursement of expenses, the customer has the right to appropriate reduction of the remuneration or to rescission of the contract if the remedy or new production fails, it is unacceptable to the customer, or for reasons for which we are responsible it exceeds a reasonable period of time.

3. Claims by the purchaser for reimbursement of expenses instead of compensation for damages in place of performance shall be excluded, provided the expenses would not also have been incurred by a reasonable third party.

4. We make no warranties unless otherwise agreed in writing on a case-by-case basis.

8. Liability

1. We are liable without limitations for damages from the breach of a warranty or injury to life, limb or health. The same shall also apply to intent and gross negligence or insofar as we have assumed a procurement risk. We are only liable for slight negligence insofar as essential obligations are breached which result from the nature of the contract and those which are of significant importance for the fulfilment of the purpose of the contract. In the event of a breach of such obligations, default and impossibility, our liability is restricted to such damages which must be calculated upon their occurrence within the framework of this contract. A mandatory legal liability for product defects remains unaffected.

2. Insofar as the liability is excluded or restricted by us, this also applies to the personal liability of our employees, employers, staff, representatives and auxiliary agents.

9. Data protection

Festool collects and processes personal data exclusively for the purpose of and in connection with the performance of the repair order, Article 6 (1b) GDPR. Further information regarding Festool's handling of personal data as well as the associated rights of those concerned can be found on the Festool website (www.festool.fi/oikeudellisia-tietoja/tietosuoja).

10. Supplier's identity

1. The supplier of the repair services is

Festool Suomi
Asiakaspalvelu
Mäkituvantie 7
01510 Vantaa

Puhelin: 010 229 5111

info@festool.fi

Y-tunnus: 1790989-4

Toimitusjohtaja: Mika Rapo

2. Complaints can be made to the address specified above.

11. Final provisions

1. Should a provision of these General Repair Conditions and the other agreements be or become ineffective, the validity of the remaining terms and conditions shall thereby remain unaffected. The contracting partners are obligated to replace the ineffective or inexecutable provision with a provision which comes as close as possible to the economic intent of the original.