



## LAHE PRODUCTION OÜ GUARANTEE TERMS

Lähe Production OÜ gives the wooden greenhouses it sells a limited guarantee against manufacturing and/or material defects at the terms provided below.

### 1. Guarantee

1.1. The guarantor is Lähe Production OÜ (registry code 14660697, address: Tiigikurvi, Padise 76001, Harjumaa, Estonia, hereinafter referred to as "Lähe")

1.2. Lähe provides a guarantee against manufacturing defects for the wooden greenhouses sold by it and their components for a limited period of time, which means that the errors, defects and deficiencies discovered during the guarantee period will be eliminated by Lähe itself and at its expense.

1.3. The guarantee provided by Lähe covers the entire wooden frame of the greenhouse sold by Lähe as well as greenhouse accessories (door lock, window opener, etc.), taking into account the specifics and limitations included in these guarantee terms. The glasses of the greenhouse are not covered by the guarantee.

1.4. The duration of the guarantee to be provided by Lähe for the wooden frame of the greenhouse is ten (10) years, unless otherwise agreed in writing between Lähe and the purchaser. The guarantee period for greenhouse accessories (door lock, window opener, etc.) is two (2) years. The date of transfer of the greenhouse to the purchaser by Lähe is considered the beginning of the validity of the guarantee period.

1.5. In case of the greenhouse that Lähe sells to the purchaser and installs upon the purchaser's order in a location indicated by the purchaser and approved by Lähe, the production guarantee as well as installation guarantee applies to the greenhouse as a product, its materials and components (except for glass). In such a case the validity of the guarantee begins with the completion of the installation of the greenhouse and the signing of the relevant deed of transfer and receipt or delivery note by the purchaser.

1.6. In case of the greenhouse sold to the purchaser by Lähe but installed by the purchaser itself or the third party, i.e. which is not installed by Lähe, the production guarantee applies to the greenhouse as a product, its materials and components (except for glass). In this case the guarantee provided by the company does not apply to the installation of the greenhouse, and it does not cover possible problems, errors and breakages resulting from the installation. In such a case the validity of the guarantee begins with the transfer of the greenhouse to the purchaser, which is considered to be the signing of the deed of transfer and receipt or delivery note by the purchaser.

1.7. If the greenhouse sold by Lähe to the purchaser is not usable due to an error or defect covered by the guarantee, Lähe undertakes to either repair or replace the greenhouse or its defective part at its own choice. In case of a missing detail Lähe undertakes to deliver it to the purchaser at its own expense.

1.8. Lähe will repair or replace the product under guarantee or its components at its discretion. In case of replacement, all replacements are subject to normal production times, but Lähe

will make every effort to ensure that the guarantee repair or replacement will take place as soon as possible, but no later than sixty (60) days after receiving the notice of the guarantee case from the purchaser.

### 2. Guarantee terms and limitations

2.1. The guarantee provided by Lähe is valid on the condition that the purchaser has paid for the product properly and informs Lähe about the detection of the defect by e-mail (to warranty@lahehouse.com) immediately, but no later than within fourteen (14) days from the discovery of the problem. In order to carry out guarantee procedures, the purchaser is obliged to submit a description of the problem, corresponding evidence (photos) and the purchase invoice of the greenhouse to Lähe.

2.2. The guarantee provided by Lähe is valid on the condition that the greenhouse is installed on a suitable base (foundation), which is either a base (foundation) made on the basis of the drawings found on Lähe's website or another base separately approved by Lähe. The guarantee of the greenhouse does not apply to errors or problems caused by incorrect or faulty installation of the greenhouse (if the greenhouse was not installed by Lähe) or if the greenhouse was installed on an unsuitable base, and also if the greenhouse was installed by Lähe, but the purchaser requested the installation of the greenhouse on a base that is not suitable for this purpose, Lähe has informed the purchaser about the inappropriateness of the base, and the purchaser has, despite this, requested the greenhouse to be installed on such unsuitable base.

2.3. The guarantee to be provided by Lähe is valid on the condition that the greenhouse has been properly maintained according to the maintenance instructions available on Lähe's website. Maintenance is necessary to ensure that the structure of the greenhouse and the weather resistance of the greenhouse are maintained. In case of snowfall snow should be regularly removed from the greenhouse to prevent damage to the structure.

2.4. The prerequisite for the performance of guarantee procedures by Lähe is the opportunity to thoroughly and in detail review the greenhouse and the problem that is the subject of the guarantee case in the location of the greenhouse.

2.5. The greenhouse guarantee does not apply to the defects or problems caused by:

2.5.1. incorrect and/or careless use of the greenhouse (including, but not limited to: mechanical damage) or the addition of the parts other than those produced by Lähe to the greenhouse;

2.5.2. improper storage of the greenhouse parts before assembling the greenhouse (the parts should be stored on a clean and flat surface);

2.5.3. the following exceptional weather conditions have affected the assembled greenhouse: snow with a mass of 250 kg/m<sup>2</sup> or more and/or wind with the speed that makes the surface unit pressure 45 kg/m<sup>2</sup> or more.



2.6. The guarantee does not cover the non-standard products, i.e. the products manufactured by Lähe on the basis of the projects and/or technical data submitted by the purchaser, unless Lähe has given a separate express written consent for the guarantee to apply to such a product.

2.7. If the purchaser has chosen to have the greenhouse delivered by Lähe, the guarantee also applies to possible damage to the greenhouse during transportation. Upon receipt of the product, the purchaser is obliged to immediately inform the carrier of visible damage to the package and have the carrier note it in documents of receipt.

2.8. If the purchaser has chosen to deliver the greenhouse with a carrier of its choice, Lähe is not responsible for possible damage during transport.

2.9. The guarantee provided by Lähe to the greenhouse becomes invalid, if the already assembled greenhouse is moved to a different location compared to the original one.

2.10. The guarantee provided to the greenhouse by Lähe becomes invalid, if repairs or changes have been made to it by a person for whom Lähe has not given prior express written approval.

2.11. The natural changes in the greenhouse which are not covered by the guarantee:

2.11.1. fading and wear of greenhouse surface finishes due to weather conditions;

2.11.2. surface rust that develops over time on the metal parts of the greenhouse;

2.11.3. signs of moisture and mold and associated damage to the wood surface resulting from the humid and aggressive environment for wood in the greenhouse.

2.12. The wooden structures of all Lähe greenhouses are made of natural, high-quality, thermally treated pine wood of Scandinavian origin. Wood is a natural material, in which case it is not possible to avoid all knots, the formation of cracks due to drying, differences in color and other properties characteristic of wood. Since natural, chemically untreated wood is used in the wooden structures of Lähe greenhouses, it is natural that the surface of the wood turns gray over time. This does not damage the durability of the wooden structure and does not give the right to submit the guarantee claim.

2.13. When replacing a broken or damaged part, the colour of the replacement part to be installed may sometimes be slightly different from the colour of the rest of the greenhouse structure, this is normal and does not give the right to submit the guarantee claim.

2.14. In case of the greenhouse, it is a single structure, but still not a hermetically sealed facility, and therefore, depending on the weather conditions, sometimes some drops of water can enter the greenhouse from the outside. This is normal and even recommended: small openings in the structure work as ventilation, help to keep surfaces drier and prevent mold growth caused by the changes in humidity and outside and inside temperature inside the greenhouse. Water drops entering the greenhouse from the outside environment is not a basis for a guarantee claim in itself.

2.15. Lähe's guarantee liability is limited to repair or replacement of the defective product or part. Lähe is in no way responsible for any other possible costs (removal or installation of the replacement part etc) or damages related to guarantee claims. The part to be replaced under the guarantee will be transported to the location indicated by the purchaser.

2.16. The purchaser is obliged to notify Lähe or distributor of all damages and defects or missing components discovered on the purchased product within fourteen (14) days of the receipt by e-mail (to [warranty@lahehouse.com](mailto:warranty@lahehouse.com)).

### 3. Limitation of Liability

3.1. Lähe will in no event be liable for any material, incidental, related, indirect, compensatory or consequential damages caused by, among other things, but not limited to unusability, lost revenue, lost profits, lost business opportunities or lost goodwill in connection with or arising from the sale, use, non-delivery or delivery of Lähe products. Lähe will in no event, without limitation, be liable for any special or indirect circumstances or damages.

### 4. Other provisions

4.1. All sale transactions of the products are subject to Lähe's terms of sale.

4.2. Neither Lähe nor the purchaser of the product will be liable to the other party for any delay or non-fulfilment of the obligations specified in the guarantee terms, if the delay or non-fulfilment of the obligations results from the event over which the party has no reasonable control and which is not due to its fault or negligence, including natural forces, strikes, flood, fire, storm, earthquake, war, sabotage or government agency action. The affected party should immediately notify the other party of such circumstances.

4.3. This guarantee is the only guarantee that Lähe gives to the products sold by itself and it completely excludes any other direct and/or indirect guarantee rights.

4.4. Lähe has the right to change these guarantee terms and the guarantee applicable based on them at any time at its discretion. In this case, the changes made to the guarantee terms and guarantee apply only to the purchases of products sold by Lähe after the effective date of the respective change.

4.5. The consumer who purchased the greenhouse has the right to use, free of charge, any legal remedies arising from law against the seller in case of non-conformity of the item according to § 231 (1)7) of the Law of Obligations Act, and the guarantee does not affect this right.

4.6. The legislation of the Republic of Estonia is applied to the guarantee provided by Lähe.

4.7. All possible disputes related to the guarantee, which cannot be resolved through negotiations, will be settled in Harju County Court.

4.8. These guarantee terms have been confirmed by the management board of Lähe Production OÜ and are valid from 14 March 2023.