

***nmaschess***

**LIMITED WARRANTY TERMS AND CONDITIONS**

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## Terms and conditions of Nome Limited B2B warranty

Nome Ltd.

Applicable to Products purchased by the Original Customer

### 1. General

1.1 These “Limited Warranty B2B - Terms and Conditions” (the “Limited Warranty Terms”) apply to Nome products listed in the table in clause 2.2 below as amended from time to time (“Products”) supplied by Nome Ltd. (“Nome”) directly, or via one or more resellers, to an end customer which is a legal entity acquiring ownership of the Product for its own use and not for the purposes of commercial resale (the “Customer”).

1.2 The Limited Warranty is provided by Nome for the benefit of Customer. Nome’s obligations under these Limited Warranty Terms are towards Customer only and a third party may not enforce the provisions hereof vis-à-vis Nome. Customer may, however, assign the Limited Warranty and these Limited Warranty Terms to any other legal entity that acquires the Product from the Customer for its own use and not for the purposes of commercial resale. For the avoidance of doubt, a legal entity to which the Limited Warranty and these Limited Warranty Terms are assigned shall never acquire a better right hereunder than the original/first Customer (the “Original Customer”) purchasing the new Product from a reseller.

1.3 Nome will repair, replace or credit Defective Products according to the Limited Warranty in accordance with these Limited Warranty Terms. The Limited Warranty is provided to Customer at no cost during the Limited Warranty Period.

1.4 This Limited Warranty is provided separately and independently by Nome and is in addition to any applicable international, regional or other warranty that may be provided in writing by Nome Ltd. (or any of its affiliated companies other than Nome).

1.5 No reseller/seller is authorised to modify these Limited Warranty Terms. Each reseller/seller is solely responsible for any misrepresentation of Nome warranties, and for any supplementary and other warranties or other commitments offered by the reseller/seller. Nome will not honour any such reseller/seller warranties or commitments.

### 2. Limited warranty and Limited warranty period

2.1 Subject to these Limited Warranty Terms, for the benefit of Customer, Nome hereby warrants that the Product will be free from defects in material and workmanship (the “Limited Warranty”). A defect in material or workmanship is referred to herein as a “Defect” and a Product with a Defect is referred to as “Defective”. Nome, however, does not warrant that the Products will operate uninterrupted or error free.

2.2 The Limited Warranty validity period for each type of Product (the “Limited Warranty Period”) is set out in the table below. The Limited Warranty Period for an individual Product is calculated from the date of the Original Customer’s purchase of the Product from a reseller as evidenced by the proof of purchase provided by Customer (e.g. receipt or invoice) indicating the date of purchase and the serial number.

PRODUCT

## LIMITED WARRANTY PERIOD

Nmas chess soldier	1 year
Nmas chess soldier+	1 year
Nmas chess router for wireless sensor	1 year

2.3 As further set out in the “Warranty claim and service procedure” in clause 6 below, Nome will repair, replace or credit a Defective Product, provided that Nome determines at its own discretion whether a Defective Product shall be repaired, replaced or credited. This represents Customer’s sole and exclusive remedy in case of Defective Products. Crediting of a Defective Product is made to Customer directly and shall be calculated as the price, excluding VAT, paid by the Customer for the Product provided, however, that (a) reasonable account shall be taken to the value of the use/benefit of the Defective Product between the time of the Original Customer’s purchase of the Product and the crediting, and (b) the credit amount shall never exceed the fair market value of the Product.

2.4 Repair parts to a Defective Product will be furnished, and replacement of a Defective Product will be made, on an exchange basis and will be either new or refurbished to be functionally equivalent to new. Replacement of a Defective Product will be made by an identical model or, if such model is not available to Nome, with a similar model. Any repair or replacement will not extend the original Limited Warranty Period, and the Limited Warranty in respect of a repaired or replaced item shall only be valid for the remainder of the original Limited Warranty Period for the repaired/replaced Product. All original items replaced in the performance of services shall become the property of Nome and the replacing parts shall become the property of Customer.

## 3. Customer’s obligations

3.1 Customer agrees to follow the “Warranty claim and service procedure” in clause 6 below. Customer agrees to accept Nome’s assessment of whether a Product is considered Defective or not under these Limited Warranty Terms.

## 4. Additional warranties

4.1 In addition to the Limited Warranty, Nome may from time to time at its sole discretion offer additional Product warranties such as component warranties and time extensions and upgrades of the Limited Warranty (jointly referred to as “Additional Warranties”). Additional Warranties are subject to their own terms and conditions and are available only for specific Product types or models as stated by Nome from time to time. For the avoidance of doubt, most Additional Warranties must be separately ordered and paid for by Customer from Nome (or, if applicable, from designated Nome partners).

## 5. Warranty exclusions

5.1 To be valid, all claims under the Limited Warranty shall be made without undue delay from the appearance of the Defect and in accordance with the “Warranty claim and service procedure” in clause 6 below. Further, Defects reported to Nome outside the Limited Warranty Period are excluded from the Limited Warranty.

5.2 The Limited Warranty is invalidated if the Product’s original serial number has been removed, altered or defaced.

5.3 The Limited Warranty does not cover software included in the Product which is not owned by Nome (or any of its affiliated companies) – including, but not limited to, third party operating systems, utilities, applications and other programs included in the Product or distributed by Nome as part of the Product.

5.4 A Product shall not be considered Defective if: (i) it is not interoperable or compatible with any third party software or hardware, network, accessories, media, systems, consumables, external wiring or connectors or any other such items not supplied and authorised by Nome, unless Nome has explicitly authorised and supported such interoperability or compatibility to Customer in writing; or (ii) it may require adaptation to conform to national or local technical or safety standards and/or network settings in force in any country other than the one for which the Product was originally designed and manufactured.

5.5 Nome's responsibility to repair, replace or credit Defective Products under the Limited Warranty does not cover Defects caused by the following: (i) accidents, abuse, neglect, mechanical damage (e.g. shock, scratches, pressure or break points), failure or variations in the electrical power supply or circuits, electrostatic discharge; (ii) transportation, removal or installation of the Product; (iii) failure to carry out care and periodic (preventive) check-ups/maintenance in accordance with the user manual; (iv) installation, use or maintenance contrary to the instructions/information in the user manual, technical specification and equivalent documentation; (v) abnormal use of the Product, i.e. use in excess of any usage limitations set forth in the user manual (this includes, but is not limited to, commercial use of Products which are clearly not intended for commercial use); (vi) site conditions that do not conform to operating conditions according to the user manual, technical specification and equivalent documentation; (vii) actual or attempted repair, tampering, adjustment or modification by anyone other than Nome or Nome's authorised service partner. (viii) use of non-original replacement parts or consumables not manufactured, sold or approved by Nome; (ix) use of, or connection of a Product to, any third party software or hardware, network, accessories, media, systems, consumables, external wiring or connectors or any other such items not supplied and authorised by Nome; (x) virus infection; (xi) fire, flood/water, lightning or other acts of nature; (xii) exposure to chemicals or solvents such as glue or use of inappropriate chemical cleaning agents not approved by Nome;

5.6 The Product is not considered to be defective in materials nor workmanship by reason that it requires modification in order to conform to applicable national or local technical or safety standards and/or network settings, beyond Nome's control, in force in any country other than the one for which the Product was originally designed and manufactured as indicated on the Product, the original packaging and/or the original Product manual. This Limited Warranty will not cover, and no reimbursement will be provided for, such modification, nor any damage which may arise as a result.

5.7 Nome does not provide any warranty related to fitness of the Product for any particular purpose. In particular, the Products are not intended to be used in applications or environments requiring unconditional and uninterrupted reliability in order to safeguard the security of people or tangible or intangible property ("High-Risk Activities"). High-Risk Activities include, but is not limited to, nuclear related activities, mass transportation or air transportation navigation/communication, life-sustaining equipment, nuclear related activities any other equipment or activity in which a defect in the Product could cause death, personal injury or other serious damage. Nome expressly disclaims any express and implied warranties relating to a Product's fitness for, and use within, High-Risk Activities.

5.8 Nmas Chess Soldier and Soldier+ warranty exclusions. Due to the varying ways that the Product(s) can be used and/or configured in various conditions, the battery life is excluded from the warranty. The battery is not covered as part of the standard limited warranty period. The prediction for the battery life in Nmas Chess Soldier and Soldier+ is monitored to be up to two (2) years in normal operating conditions. The normal operating conditions, for the Nmas Soldier and Soldier+, have been determined as following: Environment temperature: 25°C | 77°F, Data update frequency: Every 6 hours, sensors connected directly to the Nmas Chess Router.

## 6. Warranty claim and service procedure

6.1 Any Limited Warranty claim by Customer shall be handled according to the procedure set out in this clause 6.

(i) If a Defect occurs in a Product, Customer shall contact Nome business support by phone or e-mail (see contact details at <https://nome.fi/fi/yhteystiedot/>) Customer shall provide Nome with information about the Product's model and serial number as well as any other information reasonably required by Nome. Customer shall carry out diagnostics as advised by Nome and comply with any reasonable instructions for troubleshooting and service (this may include making software installations, reinstallations and configurations). Nome support will try to remedy the Defect or advise Customer to send the Product to a service partner according to Nome's instructions. Nome shall repair, replace or credit a Defective Product, as deemed appropriate by Nome.

If repair or replacement of the Defective Product is needed, and the Defective Product is to be sent to Nome (or a designated service partner), Customer shall be responsible for arranging and paying for the transportation and adequately packaging the Defective Product. Nome is responsible for arranging and paying for the return freight to Customer.

(ii) Nome or a service partner will assess the validity of each Limited Warranty claim. Nome will thereafter approve or reject the claim. If Nome rejects a claim, Customer is not entitled to any warranty service or any reimbursement whatsoever and shall further bear all costs related to Nome's (and the service partner's) assessment of the claim. Services performed by Nome or an service partner in rectifying damage or Defect caused as a result of any conditions not covered by the Limited Warranty may be subject to additional charges for labour, transportation and parts. Re-installation of the original software may be subject to additional charges.

6.2 Nome's obligations according to these Limited Warranty Terms presuppose that the service is provided by Nome or a service partner. It also presupposes that Customer ships the Product to Nome or a service partner at its own cost and expense.

## 7. Miscellaneous

7.1 The remedies stated herein are Customer's sole and exclusive remedy in case of Defective Products. Any and all conditions, warranties and terms implied by statute or otherwise are hereby excluded to the maximum extent permitted by law. Nome is not bound to any other terms and conditions than the terms and conditions stated in these Limited Warranty Terms (and any applicable Nome terms and conditions for Additional Warranties). Customer shall not be entitled – in relation to Nome – to seek to rely on any representation, statement or warranty relating to the Products other than the Limited Warranty stated in these Limited Warranty Terms (and any applicable Additional Warranties).

7.2 Nome reserves the right to amend these Limited Warranty Terms at any time. Amendments, however, will only apply to Products purchased after the date of the amendments entering into force.

7.3 If Nome is prevented from or hindered in performing its obligations under these Limited Warranty Terms by reason of any cause beyond Nome's control (including without limitation, war, riot, accident, fire, strike, flood or other natural disaster, act of terrorism, general shortage of raw material, import or export restrictions or labour disputes) - or if any service partner is prevented or hindered for such reason - the time for performance shall be extended by a period equal to that during which the cause preventing or hindering the performance exists.

7.4 With the exception of damages suffered as a result of Nome's gross negligence or wilful misconduct, Nome shall not be liable for any consequential, incidental or indirect loss or damage (including but not limited to loss of profit, turnover, business, data or goodwill) arising out of or in connection with the Limited Warranty or these Limited Warranty Terms. The aforementioned shall, however not restrict the applicability on the Limited Warranty and these Limited Warranty Terms of any other and/or additional limitations of Nome's liability which may have been agreed between Nome and Customer.

7.5 Nome accepts no responsibility for Customer's SIM cards or any other storage media or property belonging to the Customer not removed from the Product before return for repair. Customer shall be responsible for backing up and otherwise protecting its data against loss, damage or destruction. Nome shall not be liable for loss of any data howsoever caused.

7.6 Nome may freely assign these Limited Warranty Terms to all its subsidiaries, affiliated and related companies.

7.7 If any provision, or part of provision, of these Limited Warranty Terms would be held by a court, arbitration tribunal or authority of competent jurisdiction to be invalid or unenforceable under applicable law, such provision shall be amended, modified or deleted to the extent necessary to comply with applicable law, and the remaining part of these Limited Warranty Terms shall remain in full force and effect.

7.8 These Limited Warranty Terms are governed by Finnish law, excluding its conflict of law principles as well as the provisions of the "United Nations Convention of Agreements for the International Sale of Goods" as incorporated by national law.