

## Terms and conditions

### **Product warranty of the Products**

For the delivered Products, Tosibox will grant 24 months warranty from the date of the delivery. The warranty will cover the defects of material and workmanship of the products. During the warranty period Tosibox is committed to repair the errors covered by the warranty or deliver a faultless product to the Customer, free of charge after the defective product is returned to Tosibox. In warranty related issues the liabilities of Tosibox are always limited to correcting the error or delivering a faultless product. Taking into account the fact that the functionality of Tosibox products requires always a good internet connection, Tosibox cannot guarantee the functionality of the Products in all circumstances. Any problems in Products arising from the malfunction of the internet access are always in the responsibility of the Customer or other end user.

### **Intellectual property rights of Tosibox products**

All immaterial rights within Products, such as copyright of the software, patent rights of the devices and so forth belong to Tosibox alone. By purchasing a Product the Customer will have a permanent right to use the software contained in the devices and a right to transfer this user right to a possible later owner of the devices. Other immaterial rights related to the Products are not transferred in the trade.

### **Limitation of liabilities**

Tosibox shall not in any case be liable to Customer or other user of Product or a third party for any possible indirect, incidental, special nor consequential damages, including but not limited to loss of sales, loss of profits, loss of production, loss of business opportunities, capital expenses, lost production, production interruption or downtime or any other damages arising out of use or sale of the Products.

### **Applicable law and arbitration**

A trade based on these terms and conditions is governed by and construed in accordance with the laws of Finland. Possible disputes shall be settled in the district court of Oulu, Finland.

### **Tosibox licences**

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