

## Premium Service Plan terms and conditions

Original Mirka tools are covered by the Mirka Power Tool warranty terms set out at the web address <https://www.mirka.com/en/support/warranty-terms> (hereinafter “Mirka’s Standard Warranty”).

Owners of certain Mirka tools in specified countries can now also purchase a Premium Service Plan that entitles them to repairs and servicing, as well as to theft coverage, in accordance with the Premium Service Plan terms and conditions set out below (“terms and conditions”). Mirka’s primary customer group is businesses and these terms and conditions are written accordingly. Certain additional rights for consumers are set out in clause 9.

The Premium Service Plan is more comprehensive than Mirka’s Standard Warranty. If a Premium Service Plan is purchased for a Premium Service Plan eligible Mirka tool, these terms and conditions replace Mirka’s Standard Warranty for the tool, and the Premium Service Plan takes effect from the date of purchase of the tool provided that the Premium Service Plan is registered within 30 days from the purchase date of the tool.

### 1. Registration of the tool and purchase of Premium Service Plan

In connection with the registration of the tool for extended warranty (“registration of the tool”) at <https://my.mirka.com> Premium Service Plan will be offered for Premium Service Plan eligible tools. Premium Service Plan can also be purchased after the registration of the tool by selecting the registered tool at <https://my.mirka.com> and thereafter selecting “Purchase Premium Service Plan”. The purchase and activation of Premium Service Plan must take place within 30 days from the purchase date of the tool at the price stated at <https://my.mirka.com>. Premium Service Plan only applies to the specific serial number of the tool registered including standard accessories received with the tool and with the limitations set out in 2.1 and 2.3 below. Tools and associated standard accessories covered by the Premium Service Plan are referred to below as “Tools”.

1.1 A Premium Service Plan may be purchased by the end customer (user) of a Tool who is resident in one of the countries listed on <https://www.mirka.com/premium-service-plan> and it is only valid in such residence country of the customer. The end customer of the Tool is referred to below as the “Customer”. The Premium Service Plan may not be transferred to another person or company.

1.2 The Premium Service Plan is valid from the date of purchase of the Tool, provided that the Customer, within 30 days from the purchase date of the Tool at <https://my.mirka.com/> has a) registered the Tool for extended warranty and b) purchased and activated the Premium Service Plan for the Tool. If the requirements in a) and b) do not take place within 30 days from the purchase date of the Tool, the Premium Service Plan does not become valid and only the terms and conditions of Mirka’s Standard Warranty will apply. If the registrations in a) and b) take place within 30 days as stated above, the Premium Service Plan will remain valid for a period of three years from the date of purchase of the Tool. If the Tool, battery and/or charger are used regularly for industrial applications, the Premium Service Plan is however limited to one year from the date of purchase of the Tool. The one-year and three-year validity periods, respectively, for the Premium Service Plan are referred to below jointly as the “Service Period”.

1.3 The Premium Service Plan is provided by Mirka Ltd, Pensalavägen 210, 66850 Jeppo, Finland, e-mail: [sales@mirka.com](mailto:sales@mirka.com), tel. +358 20 760 2111 (Finnish Business ID 0721789-4) (“Mirka”). Mirka has the sole right to change, extend or make additions to these terms and conditions.

## **2. Expanded right to repair**

2.1 During the Service Period for a Tool, Mirka will repair the Tool in accordance with these terms and conditions at no cost to the Customer if the fault is due to defects in materials or workmanship. In addition to Mirka's Standard Warranty, Mirka will under the Premium Service Plan also repair faults due to normal wear to parts of a Tool such as brake seals, shrouds, bearings, carbon brushes, rubber mounts, etc. However, the Premium Service Plan does not cover faults referred to in clause 2.3.

Neither does the Premium Service Plan cover product cases, product samples, promotional products, any battery supplied with the Tool (if it has more than 300 charge cycles) nor backing pads, cables and/or chargers. The herein mentioned wear and tear parts will only be repaired when the Tool is sent to Mirka for repair of a genuine defect in the Tool as outlined in these terms and conditions, or for preventive maintenance of the Tool in accordance with clause 3 below.

2.2 Mirka may, at its own discretion, replace the Tool with a new tool of the same model (or with the closest equivalent model if the original model has been withdrawn from Mirka's product range) instead of repairing it ("Substitute Tool"). In such a case, the Substitute Tool will take the place of the original Tool for the remainder of the Tool's Service Period. The original Service Period is therefore not extended for the Substitute Tool. The original Tool becomes the property of Mirka.

2.3 The Premium Service Plan does not cover faults that occur through failure to follow the Tool's safety and operating instructions or for any other cause beyond Mirka's control that occurs after the Tool leaves Mirka's possession. This applies in particular to the following:

- a) damage caused by improper or careless use, lack of maintenance, accidents, exposure to acids, water or extreme temperatures, unsuitable storage, excessive impact or transport damage;
- b) defects caused by spare parts, accessories or components that are not approved by Mirka;
- c) Tools that have been modified or undergone attempted repair by persons other than Mirka authorized service personnel, or Tools that have been completely or partially disassembled by such unauthorized personnel.

2.4 To ensure prompt repair, Tools with a Premium Service Plan are given priority over tools that do not have a Premium Service Plan when they arrive at Mirka's Service Centres, on condition that other repairs can also be processed within a reasonable time in line with legal requirements.

2.5 A repair claim must be made immediately after a fault is discovered, and within the Service Period. Repair claims shall be submitted according to clause 5 below.

## **3. Preventive maintenance**

During the Service Period the Customer also has the right under the Premium Service Plan to send the Tool to Mirka free of charge for preventive maintenance and light cleaning, even if the Tool is still working and it does not show any of the faults outlined in clause 2 above. To exercise this right to preventive maintenance the Customer should contact Mirka as described in clause 5 below. The Tool may be sent to Mirka for preventive maintenance a maximum of twelve times during the Service Period.

## **4. Replacement tool in case of theft**

4.1 If the Tool is stolen, the Customer has the right to purchase a new tool of the same model (base tool without accessories) at a discounted price of 70% below Mirka's recommended retail price for such new tool (referred to below as "Theft Coverage"). If the Tool model has been withdrawn from the

Mirka product range, the Customer is entitled to purchase the closest equivalent model. In such a case the new equivalent tool is referred to below as the "Replacement Tool".

- 4.2 The right to Theft Coverage requires the Customer to immediately report the theft to the local police where the theft occurred. The time and place of the theft and the serial number of the stolen Tool should be stated in the police report.
- 4.3 Claims for the purchase of Replacement Tools, together with a copy of the police report and proof of purchase of the original Tool, must be sent to the Customer Service of your local Mirka subsidiary as set out here <https://www.mirka.com/premium-service-plan> , no later than five days after the theft. If the Customer has not received a copy of the police report within this period, the Customer may send the report later, as soon it is received.
- 4.4 When Mirka has reviewed and approved the Customer's claim according to clause 4.3, Mirka will send a quote for a Replacement Tool under Theft Coverage for approval by the Customer. Mirka will deliver the Replacement Tool to the Customer following acceptance of Mirka's quote and receipt of the relevant payment.
- 4.5 Theft Coverage only applies to theft of the original Tool and thus does not apply to the Replacement Tool. Similarly, a new Premium Service Plan cannot be purchased for the Replacement Tool. However, the Replacement Tool otherwise replaces the original Tool for the remaining duration of the original Tool's Service Period, while the original Tool is no longer covered by the Premium Service Plan. Mirka's statutory warranty and fault liability for the Replacement Tool is not affected.
- 4.6 Theft Coverage does not apply in the event of theft due to gross negligence or intentional action by the Customer or its representative(s).

## **5. Exercise of rights under Premium Service Plan**

Repair or maintenance orders are submitted using the tool repair form available at <https://my.mirka.com/>, and the Tool is returned by the Customer to the relevant Mirka Service Centre free of charge in accordance with Mirka's routine procedures, provided that the Customer is entitled to repair or maintenance under these terms and conditions. Proof of purchase of the Tool needs to be added in the shipment or presented electronically in the tool repair order. Repair or maintenance orders can also be submitted through authorized Mirka distributors in which case the distributor may charge a service fee of their own.

## **6. Applicable law and dispute resolution**

- 6.1 Disputes arising from these Premium Service Plan terms and conditions shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be one. The seat of arbitration is Helsinki, Finland. The language of the arbitration shall be English.
- 6.2 A Customer, who is a consumer, may also have a mandatory legal right to take legal action in the country where the Tool was purchased or where the consumer is resident, and such legal right shall then apply.

## **7. Data protection**

The Customer's personal data is processed in accordance with the EU General Data Protection Regulation and supplementary national data protection legislation. The personal data that is processed includes name, contact information, payment information, other information needed for the purchase or amendment of the Premium Service Plan, as well as information provided to exercise rights under the Premium Service Plan. All data is used by Mirka and the Mirka Service Centres within the EU/EEA that performs repairs or maintenance according to the Premium Service Plan. Personal data is processed so that Mirka can fulfil its obligations to the Customer according to the Premium Service Plan. Personal Data is not transferred outside the EU and EEA. More information on data protection can be found at <https://www.mirka.com/en/privacy-policy>.

## **8. Other regulations**

- 8.1 If a Customer attempts to exercise their rights under these terms and conditions for a fraudulent purpose, or has otherwise stated, concealed or withheld facts of importance in assessing entitlement to these rights, Mirka may on justifiable grounds refuse these rights to the Customer in whole or in part.
- 8.2 The Customer shall provide Mirka with all information that is relevant to exercising the Customer's rights.
- 8.3 If there is a change in the Customer's details, the changes shall be notified to Mirka in accordance with the provisions for notification in clause 5 above. Mirka is not responsible for any additional costs that arise due to incorrect customer information.
- 8.4 Mirka has no liability under the Premium Service Plan beyond the provisions of these terms and conditions. In particular, Mirka shall have no obligation to compensate for indirect damage or loss, such as downtime, loss of production, lost income, etc.
- 8.5 Mirka reserves the right to change the terms and conditions of the Premium Service Plan in whole or in part, while showing reasonable consideration for the Customer's interests. If, by making such a change, Mirka reduces the Customer's rights under these terms and conditions, the Customer has the right to terminate the Premium Service Plan in writing within one month of being informed of the change. A refund of part of the price the Customer paid for the Premium Service Plan will be made to the Customer in proportion to the remaining time from the date of cancellation until expiry of the Service Period.

## **9. Additional rights for consumers**

- 9.1 The terms and conditions apply only for the benefit of Customers that are Consumers.
- 9.2 Customers that are consumers ("Consumer") are entitled to cancel the Premium Service Plan Agreement ("Agreement") within 14 days of purchase of the Premium Service Plan. The Consumer shall inform Mirka of its decision to cancel the Agreement via e-mail to [sales@mirka.com](mailto:sales@mirka.com) and the message must contain the following information:
  - the consumer's name (first name and last name)
  - the serial number of the Tool for which the Consumer wants to cancel the Agreement
  - the Business Identifier Code (BIC) and International Bank Account Number (IBAN) for the refund amount.Any refund amount will be paid to the account specified by the Customer within 14 days of the cancellation of the Agreement.
- 9.3 If the Customer has exercised its right to repair or maintenance under Premium Service Plan and Mirka has started performing services on the Tool before the cancellation period has ended, the

Consumer shall, if it cancels the Agreement, pay reasonable compensation to Mirka for the services that Mirka has carried out prior to cancellation including compensation for the return costs of the Tool. The compensations shall be paid by the Consumer before Mirka returns the Tool to the Consumer. Mirka may also set off the compensation against the refund payable under clause 9.1.

9.4 The Consumer may contact Mirka in all issues related to the Premium Service Plan Agreement at Mirka's contact info in clause 1.3 above.

9.5 The Agreement is governed by and construed in accordance with the substantive laws of Finland. The Consumer may enforce its consumer protection rights in connection with this Agreement in the EU country in which the Consumer lives. The Consumer may also bring a claim to the Finnish Consumer Disputes Board or any similar dispute board in the country in which the Consumer lives. The European Commission provides for an online dispute resolution platform, which the Consumer can access here: <https://ec.europa.eu/consumers/odr/>.

9.6 The Consumer may also have additional rights under applicable laws and this Agreement does not deprive the Customer from its rights under mandatory consumer protection laws.