

The Harvia logo is a red square with the word "HARVIA" in white, bold, sans-serif capital letters.

Sauna & Spa

Let's sauna.

WARRANTY PERIODS*, FAMILY USE

HARVIA PRODUCT	WARRANTY PERIOD
Sauna heaters, steam generators, heating products and control units (All sauna types, including heating elements)	2 years + Additional 1 year for registered electrical heaters
Hot tubs and cold tubs	2 years
Accessories**	2 years
Saunas (All sauna types, including traditional sauna, infrared sauna and steam rooms, including frames, panels, doors, and hinges)	2 years (Covers only manufacturing defects)
Spare parts	1 year

WARRANTY PERIODS*, NON-CONSUMER OR COMMERCIAL USE

HARVIA PRODUCT	WARRANTY PERIOD
Electrical heaters, steam generators and control units (All sauna types, excluding heating elements and parts and components subject to wear and tear)	2 years
Woodburning heaters	6 months
Hot tubs and cold tubs	6 months
Accessories**	1 year
Spare parts (Excluding heating elements)	1 year
Heating elements (Including spare part heating elements)	6 months
Saunas (All sauna types, including traditional sauna, infrared sauna and steam rooms, including frames, panels, doors, and hinges)	1 year (Covers only manufacturing defects)

* The Warranty Periods are subject to warranty terms and conditions.

** Excluding small item accessories such as pails, ladles, textiles, indicators and sauna stones.

LIMITED WARRANTY FOR HARVIA PRODUCTS



This limited warranty gives customers specific legal rights. Customers may also have other rights, which vary from country to country (or state to state, as applicable). This limited warranty can be found online at:

<https://www.harvia.com/en/warranty/>

Let's sauna.

1. General

- 1.1. Harvia provides a limited warranty to its customers for new Products (as defined herein) in accordance with these terms and conditions (these "Terms"), which shall apply unless Harvia has otherwise expressly agreed. Specifically, Harvia warrants to the first purchaser of any Product purchased new from Harvia or an authorized Harvia dealer that during the applicable Warranty Period (as defined below), the Product will be free from defects in materials and workmanship. For purposes of these Terms, "Product" means the Harvia-branded item identified as a Harvia product in the table on the first page of these Terms purchased new by the first purchaser from Harvia or an authorized Harvia dealer.
- 1.2. The Harvia entity providing the warranty is determined by the customer's geographical domicile as follows:
 - Finland, Northern Europe, Baltics, Asia- Pacific, Middle East and Africa: Harvia Finland Oy
 - Continental Europe, the United Kingdom: Harvia Austria GmbH
 - North America: Harvia US Inc.For the purposes of these Terms, the applicable warranty-providing entity is referred to as "Harvia".
- 1.3. This warranty does not affect the consumer's statutory rights under applicable national or state laws in force, or the consumer's rights against the dealer arising under their sales or purchase contract.
- 1.4. The warranty applies only to new Products sold directly by Harvia or its official dealers.
- 1.5. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect and enforceable.

2. Warranty period

- 2.1. The warranty period for each Product is set forth in the tables titled "Warranty periods, family use" and "Warranty periods, non-consumer or commercial use" on the first page of this document (each such period, a "Warranty Period"). Warranty repairs, maintenance services or replacement of parts do not extend or renew the Warranty Period of any Product.
- 2.2. The Warranty Period is Product-specific and starts from the date of original purchase of the Product by the first customer, unless Harvia has otherwise expressly agreed in writing.
- 2.3. The Warranty Period is eligible for extension as set forth in the table titled "Warranty periods, family use" for family use electric heaters upon proper product registration (two (2) years standard plus one (1) additional year, three (3) years total). To qualify for the extended Warranty Period, the customer must register the Product on Harvia's website form with required information within thirty (30) days of purchase: <https://www.harvia.com/en/heater-registration/>
- 2.4. The Warranty Period for any Product shall expire immediately if the primary intended use of the Product changes during the Warranty Period from family use to non-consumer, or vice versa.

3. How to submit a warranty claim

- 3.1. The customer shall notify Harvia of any defect in the material or workmanship of the Product by submitting a warranty claim through Harvia's online warranty portal at <https://support.harvia.com/> within a reasonable time after discovery, but in no event later than:
 - a. For consumers: two (2) months from the date of discovery of the defect or when the defect should reasonably have been discovered; or
 - b. For non-consumer customers: fourteen (14) days from the date of discovery of the defect or when the defect should reasonably have been discovered.
- 3.2. In case of visible defects, the warranty claim must be made before the Product is installed. Installation of a Product with visible defects shall constitute acceptance of the Product in its delivered condition.

- 3.3. The warranty claim must be submitted to Harvia or the seller of the Product in writing along with Product information, serial number (when applicable), a clear description of the defect and a description of the environment and conditions of use of the Product within the Warranty Period.
- 3.4. The customer must present valid proof of purchase applicable to the Product. The proof of purchase together with these Terms constitute the commercial guarantee statement for the purposes of applicable consumer legislation.

4. Requirements for the warranty to be effective

- 4.1. For electrical Products, the Product is installed and connected to the electrical network in accordance with Harvia's installation and operating manual and applicable regulations by an authorized, qualified electrician, and proof of professional installation is presented.
- 4.2. The Product is installed, operated and maintained according to Harvia's installation and operating manual and instructions.
- 4.3. The defect has been found under conditions of use that can be regarded as ordinary.
- 4.4. The defective Product will be sent back to Harvia on request when applicable.
- 4.5. The customer has checked that the Product is free from transport or storage damage upon receipt. Any transport or storage damage found must be reported immediately to the seller or carrier, but no later than seven (7) days after delivery of the Product.

5. Limitations of the warranty

- 5.1. The warranty does not cover:
 - a. defects or damage resulting from failure to comply with Harvia's installation, use or maintenance instructions;
 - b. defects or damage resulting from the customer having chosen a Product that is unsuitable or incorrectly dimensioned for the use or application;
 - c. defects or damage caused by an accident, extraordinary stresses or conditions, misuse, abuse, or non-intended use, or other actions or events beyond Harvia's reasonable control;
 - d. defects or damage caused by transport or incorrect storage;
 - e. defects or damage resulting from the use of sauna stones not recommended or approved by Harvia;
 - f. Products that (i) were modified or repaired without the explicit approval of Harvia, (ii) were repaired using parts other than original Harvia spare parts, or (iii) have had relevant markings, such as Product identification or safety markings, removed or damaged;
 - g. materials and parts subject to wear and tear, such as heating elements, timers, relays, light bulbs, sauna stones, etc., unless the part is separately specified as a Product on the first page of these Terms;
 - h. damage and discoloration of the wood due to inadequate ventilation or a non-intended installation site or use;
 - i. natural changes in the wood such as discoloration, crack formation, shrinkage, swelling or similar changes due to the natural properties of the wood;
 - j. pitch and pitch pockets in spruce and pine wood. Pitch pockets cannot be fully detected during sorting and may open and release pitch when exposed to heat. This is a natural wood characteristic, not a defect;
 - k. for outdoor saunas, inadequate surface treatment by the customer, unless otherwise expressly agreed in writing. The customer acknowledges that it is responsible for ensuring proper surface treatment of outdoor saunas to protect against weather conditions; or
 - l. other similar matters not resulting from defects in materials or workmanship.

- 5.2. To the extent not prohibited by law, and except as expressly provided in this limited warranty, Harvia makes no other warranties, representations, or guarantees, express or implied. This includes any implied warranties of merchantability or fitness for a particular purpose or use. Some countries or states do not allow disclaimers of implied warranties, so this disclaimer may not apply to every customer. Where the laws of the customer's jurisdiction do not allow Harvia to disclaim these warranties, Harvia limits them to the same time period and remedies as this limited warranty set forth in these terms.

6. Limitation of liability

- 6.1. If it is determined that a defect or damage reported by the customer is not covered by the warranty, Harvia shall be entitled to charge for the costs and work involved in finding and locating the defect or damage from the customer, including labor costs, travel expenses and shipping costs, in accordance with the actual costs incurred.
- 6.2. The warranty applies only if the customer has fulfilled the obligations for which it is responsible, including but not limited to full payment of the purchase price and compliance with all installation, operation and maintenance requirements.
- 6.3. The customer's only remedies are those set out in section 7. Harvia's liability is limited to providing those remedies only. Harvia's liability shall under no circumstances exceed the actual amount paid by the customer for the defective Product. To the extent not prohibited by law, Harvia shall not be liable for any direct, indirect, or consequential, incidental, special or punitive costs, losses, or damages, such as loss of profits or revenue, that the customer incurs due to a defective Product or any delay in remedying the customer's warranty claim. Some countries or states do not allow the exclusion or limitation of incidental or consequential damages so the above limitations and exclusions may not apply to every customer.

7. Remedying warranty claims

- 7.1. With respect to any valid warranty claim in accordance with these Terms, Harvia will, at its sole discretion, either (a) repair or replace the defective Product or (b) refund either a portion or the full purchase price of the Product to the customer, depending on the extent of the defect.
- 7.2. Harvia shall have a reasonable period of time to investigate warranty claims and implement the remedy it has elected.

8. Governing law and dispute resolution

- 8.1. If the customer is located outside the United States, these Terms and conditions shall be governed by the laws of the jurisdiction where the applicable Harvia entity providing the warranty is domiciled, as follows:
- Harvia Finland Oy: the laws of Finland, regardless of conflict of law provisions.
 - Harvia Austria GmbH: the laws of Austria, regardless of conflict of law provisions.
- 8.2. If the customer is located outside the United States, the customer agrees that any claim or dispute arising from these Terms shall be resolved exclusively by a court of first instance located in Helsinki, Finland (for customers served by Harvia Finland Oy) or Vienna, Austria (for customers served by Harvia Austria GmbH). Notwithstanding the foregoing, where mandatory consumer protection laws require otherwise, such mandatory provisions shall prevail, and the consumer may bring proceedings in the courts of their country of residence as provided by applicable law.
- 8.3. If the customer is located in the United States, this Section 8.3 shall apply.

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS THE CUSTOMER'S LEGAL RIGHTS, INCLUDING THE RIGHT TO FILE A LAWSUIT IN COURT.

- a) **Governing Law.** These Terms shall be governed by and construed in accordance with the laws of the State of Michigan, regardless of conflict of law provisions.
- b) **Binding Arbitration.** All claims arising out of or relating to these Terms shall be finally settled by binding arbitration administered by JAMS in accordance with either: (i) the JAMS Streamlined Arbitration Procedure Rules, for claims that do not exceed \$250,000; or (ii) the JAMS Comprehensive Arbitration Rules and Procedures, for claims exceeding \$250,000. The JAMS rules and procedures just identified shall be those in effect at the time the arbitration is initiated, excluding any rules or procedures governing or permitting class actions. Contact information for JAMS, as well as copies of the JAMS rules and applicable forms, are available at <https://www.jamsadr.com/>. Arbitration shall take place in Michigan, and each party agrees to submit to the personal jurisdiction of any federal or state court in Michigan in order to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. The parties understand that, absent this mandatory arbitration provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court. Application. The parties agree that these Terms affect interstate commerce and that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions.
- c) **Arbitrator's Powers.** The arbitrator shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of these Terms. Such disputes may include, but are not limited to, any claim that all or any part of these Terms is void or voidable, whether a claim is subject to arbitration, or the question of waiver by litigation conduct. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written and shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction.
- d) **Filing a Demand.** To start an arbitration, the customer must do all three of the following: (i) write a Demand for Arbitration that includes a description of the claim and the amount of damages the customer seeks to recover (a copy of a Demand for Arbitration form is available at www.jamsadr.com); (ii) send three copies of the Demand for Arbitration, plus the appropriate filing fee, to JAMS; and (iii) send one copy of the Demand for Arbitration to Harvia at: 11261 James St, Holland, MI 49424, USA. When the customer initiates arbitration against Harvia, the customer is required to pay up to \$250 of the filing fee to initiate arbitration. To the extent the filing fee for the arbitration exceeds that amount, Harvia will pay the additional cost. If the arbitrator finds the arbitration to be non-frivolous, Harvia will pay the fees invoiced by JAMS, including filing fees and arbitrator and hearing expenses. The customer is responsible for its own attorneys' fees unless the arbitration rules and/or applicable law provide otherwise.
- e) **Class Action Waiver.** **THE CUSTOMER AGREES TO ARBITRATE ONLY ON AN INDIVIDUAL BASIS. IN ANY DISPUTE, NEITHER THE CUSTOMER NOR HARVIA WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THIS MEANS THAT EACH PARTY EXPRESSLY WAIVES ANY RIGHTS TO FILE A CLASS ACTION OR SEEK RELIEF ON A CLASS BASIS.**
- f) **30-Day Right to Opt Out.** The customer may elect to pursue a claim in small-claims court rather than arbitration by providing Harvia with written notice of the customer's intention to do so within thirty (30) days after the customer's purchase to : 11261 James St, Holland, MI 49424, USA, legal.us@harvia.com. The customer's written notice must have the subject line, "ARBITRATION OPT-OUT." The arbitration or small-claims court proceeding will be limited solely to the customer's individual dispute or controversy. If the customer opts out of these arbitration provisions, Harvia also will not be bound by them.