

TERMS AND CONDITIONS FOR THE ORDERING OF STAIRCASES AND STAIRCASE COMPONENTS

1. GENERAL TERMS AND CONDITIONS

- 1.1.** These Terms and Conditions for the Ordering of Staircases and Staircase Components (also referred as the “**Terms and Conditions**”) of Aru Grupp AS (registry code 10108425, registered address: Rakvere tee 12, Hulja, Kadrina Parish 45203, Lääne-Viru County, Estonia; also referred to as the “**Manufacturer**”) apply to all persons (also referred to as the “**Client**” or “**Consumer**”).
- 1.2.** **The Manufacturer and the Client are governed in their mutual relations by the provisions agreed upon in these Terms and Conditions. Matters not regulated by these Terms and Conditions are governed by the Law of Obligations Act and other applicable laws and legal acts of the Republic of Estonia.**
- 1.3.** **The Manufacturer has the right to amend and supplement these Terms and Conditions.** Any amendments and supplements to the Terms and Conditions enter into force on the date of publication of the respective amendment or supplement. If the Client submitted an order before the amendments to the Terms and Conditions entered into force, the legal relationship between the Client and the Manufacturer are governed by the Terms and Conditions in force at the time the order was submitted, unless otherwise provided by law or by these Terms and Conditions.
- 1.4.** The Manufacturer operates two websites for the presentation of its staircases: www.arugrupp.ee and www.stair24.ee. The websites use cookies. The cookies and logs used are solely for statistical purposes, with the aim of optimizing the websites and their functionality for the convenience of the Client. Cookies may be deleted from your computer at any time. The Cookie Policy is available under: [Privacy Policy](#).
- 1.5.** The Client’s surname, first name, contact telephone number, e-mail address, delivery address, and postal code (hereinafter collectively referred to as the “**Personal Data**”) are treated as confidential information. The processing of Personal Data is carried out in accordance with the Personal Data Protection Policy, which is available here: **Privacy Policy**.

2. PRODUCTS FOR SALE, ORDERING OF PRODUCTS, AND CANCELLATION OF ORDERS

- 2.1.** **The Manufacturer sells to the Client custom-made wooden staircases and staircase components (hereinafter collectively referred to as the “Product”), which are intended for use in private households** and in heated indoor spaces where the temperature is maintained between +10°C and +30°C and the relative humidity is maintained within the range of RH 40–60%.
- 2.2.** The Products are made to order and are not kept in stock. As a general rule, the Product is manufactured at the Manufacturer’s premises on the basis of the Client’s order.
- 2.3.** The images displayed on the Manufacturer’s websites (including photographs, 3D renderings, and drawings) are for illustrative purposes only and may differ from the actual Product. Product descriptions may not be exhaustive.
- 2.4.** When ordering a Product without installation services, the Client undertakes to provide accurate information regarding the order when placing it. The Manufacturer will not be

liable for any improper performance or non-performance of the order resulting from incorrect information provided by the Client, nor for any consequences arising therefrom.

- 2.5.** Based on the information provided by the Client, a sales representative of Aru Grupp will prepare a quotation and submit it to the Client. If the quotation is accepted, an order confirmation will be prepared, containing a scaled drawing of the selected staircase together with more detailed technical information.
- 2.6.** The Client verifies the accuracy, conformity, and suitability of the information contained in the order confirmation and provides written confirmation to the sales representative. By providing such confirmation, the Client also confirms that he or she has reviewed and accepted the Terms and Conditions.
- 2.7.** On the basis of the order confirmation (and, if requested, on the basis of a pro forma invoice), the Client pays an advance payment equal to 50% of the order value. The delivery period for the order is calculated from the date on which the advance payment is received.
- 2.8.** The Agreement is deemed concluded when the Buyer has provided written confirmation of the order confirmation and has fulfilled the payment terms set out therein.
- 2.9.** If the staircase is ordered together with installation services, and the Client accepts the quotation, the Client pays the Manufacturer an advance payment equal to 50% of the estimated order value. Thereafter, the Manufacturer's representative carries out a site measurement of the staircase opening within 5 business days. Based on the final measurements, the Manufacturer prepares an order confirmation, which the Client must confirm within 1 business day in order to maintain the agreed delivery schedule. If, during the measurement process, a material discrepancy is identified between the actual conditions and the information on which the quotation was based, the price of the staircase may be adjusted accordingly.
- 2.10.** If the Client requires any additional certificates, documents, or drawings, the Client is obliged to notify the Manufacturer prior to confirming the order.
- 2.11.** The Manufacturer has the right to cancel the Client's order and invoice if:
 - 2.11.1.** the advance payment has not been received by the Manufacturer from the Client within 5 business days;
 - 2.11.2.** during the site measurement carried out by the Manufacturer at the Client's premises, it becomes evident that the order cannot be fulfilled for technical reasons. In such case, the Manufacturer refunds the advance payment to the Client within 3 business days, deducting from the advance payment received from the Buyer the amount of the measurement fee specified in the quotation;
 - 2.11.3.** the Client has not confirmed the Order Confirmation sent by the Manufacturer within five (5) days and has not contacted the Manufacturer to agree on revised terms. In such a case, the Manufacturer refunds the advance payment to the Client within fifteen (15) days from the date on which the Manufacturer cancels the order. The Manufacturer is entitled to deduct from the refundable advance payment the costs of preparing the scaled drawing of the staircase selected by the Client and, where applicable, the costs of the site measurement.
- 2.12.** Following the Client's confirmation of the Order Confirmation and payment of the advance payment, the Client is not entitled to amend or cancel the order. The Manufacturer manufactures all orders in accordance with the Order Confirmation, and all orders constitute custom-made products. Accordingly, after confirmation of the Order

Confirmation (conclusion of the Agreement), the Client does not have the right to withdraw from the transaction, except in the event of a breach by the Manufacturer.

3. MEASUREMENT OF PRODUCTS

- 3.1.** The measurement of staircases shall be carried out either by a representative of the Manufacturer or by a professional carpenter selected by the Client, who, in addition to possessing the necessary skills and tools, has full knowledge of the standards, requirements, and applicable legislation governing staircases (including staircase components) at the location of the installation site.
- 3.2.** If the measurement is carried out by a representative of the Manufacturer, the Manufacturer is responsible for the measurement, and the Client confirms in writing, through the Order Confirmation, acceptance of any necessary deviations resulting from the specific characteristics of the site. The Manufacturer is responsible for ensuring that the staircase dimensions comply with applicable legislation, except where the Client has accepted necessary deviations due to the specific characteristics of the site; in such case, the Client shall bear responsibility.
- 3.3.** The staircase is manufactured based on the smaller dimensions of the staircase opening. Construction defects or inaccuracies in the staircase opening are not compensated for or corrected through the staircase design solution.
- 3.4.** At the time of staircase measurement, the walls must be completed to their final dimensions, and at a minimum, the subfloor must be installed. The walls and floors must be level, the surfaces must be straight, and all angles must be 90°.
- 3.5.** If the Client orders measurement services from the Manufacturer, the Client ensures that the Manufacturer's representative is provided with access to the site and a safe working environment.
- 3.6.** The Client provides the Manufacturer with at least the following information:
 - The locations of structural elements within the walls, based on which the surveyor determines whether the staircase can be fixed to the walls or whether it must be designed to be supported by load-bearing posts;
 - The locations of all utilities and service installations situated within the staircase installation area;
 - The final floor level elevations, where the floors have not yet been completed at the time of measurement.
- 3.7.** Any special agreements made during the staircase measurement process will be documented in writing at the site, and the relevant information will be reflected in the Order Confirmation, which serves as the basis for the manufacture of the staircase.
- 3.8.** If the design or specifications of the Product are modified during the staircase measurement process, the price of the Product is adjusted accordingly. The revised price is reflected in the Order Confirmation, which serves as the basis for the manufacture of the staircase.
- 3.9.** The price of the staircase measurement service is calculated on the basis that the site will be measured during a single visit. If the measurement cannot be completed in one visit due to circumstances attributable to the site and/or the Client, and an additional visit is required, the Client will be invoiced for the additional work.

4. PRODUCT PRICES AND PAYMENT TERMS

- 4.1.** Product prices are stated in euros.
- 4.2.** If the Client has selected transportation, measurement, and/or installation services in addition to the Product, the price of the selected services is added to the Product price and is calculated and specified in the Order Confirmation.
- 4.3.** The final amount payable for the Product must be paid before the Product is released, by the payment due date specified in the Order Confirmation. Title to the Products transfers to the Client only upon full and final payment for the Products.
- 4.4.** In the event of delay in the payment of any amount due under the Agreement, the Manufacturer is entitled to charge the Client default interest at a rate equal to three times the statutory interest rate on the outstanding amount for each calendar day of delay, provided that the total amount of such default interest shall not exceed 100% of the total price of the ordered Product and services.

5. PRODUCT DELIVERY TIME AND TRANSPORTATION TERMS

- 5.1.** The delivery time of the Product depends on the type of Product and the complexity of the ordered Product. The delivery time is specified in the Order Confirmation. The stated delivery time shall be binding provided that the Client has complied with the agreed schedule relating to payment and order confirmation.
- 5.2.** The delivery time is specified with a precision of one calendar week and refers to the week during which the Client will receive the Product. Upon arrival of the delivery time, the Client is obliged to accept the Product or ensure that the Product is accepted on the Client's behalf.
- 5.3.** In the case of an order that includes installation services, the delivery time is deemed to be the week during which the Product is installed at the site. Upon arrival of the delivery time, the Client ensures that the site is ready for the installation of the Product.
- 5.4.** During the delivery period, the Manufacturer manufactures the Product ordered by the Client and, depending on the services selected, shall either arrange for the Product to be loaded at the Manufacturer's factory onto the means of transport provided by the Client or arrange for the transportation of the Product from the Manufacturer's factory to the Client's location specified in the Order Confirmation.
- 5.5.** For Clients who have ordered transportation services, the Products are delivered either by the Manufacturer's own transport or by a carrier engaged by the Manufacturer.
- 5.6.** Any subsequent change by the Client to the delivery location specified in the Order Confirmation may only be made subject to the payment of an additional charge.
- 5.7.** All Products for which the Client has ordered transportation as an additional service are insured from the moment they are handed over by the Manufacturer to the carrier until the moment they are delivered to the Client.
- 5.8.** In the event of an insured incident occurring during the provision of transport services, the Manufacturer repairs the Product or, if repair is not possible, replaces the Product or the damaged parts of the Product with new ones. Any delay related to the insured incident will not be considered a breach of contract by the Manufacturer, provided that the repaired or replaced Product reaches the Customer within a reasonable period of time, which shall commence from the moment the insured event occurs.

- 5.9.** A delay in the delivery time is not considered a breach of contract by the Manufacturer if the delay is caused by third parties (including the transport service provider) or by obstacles beyond the Manufacturer's control, such as natural disasters, export or import prohibitions, etc., force majeure.
- 5.10.** The Product is delivered by the carrier to the Customer's address with unloading, but without carrying it into the building (unless agreed otherwise). When placing the order, the Customer informs the Manufacturer of all special requirements and/or conditions related to transport and unloading. If necessary, the Manufacturer and the Customer agree in advance that the Customer will assist the carrier in unloading the Product.
- 5.11.** The Product is handed over by the carrier to the Customer together with the delivery note. The delivery of the ordered Product shall take place upon presentation of the document only to the Customer specified in the order. Handing over the Product to third parties is only permitted if the Customer has previously notified the Manufacturer in writing in advance.
- 5.12.** Prior to signing the delivery note, the Customer is obliged to inspect the packaging of the Product and, in the event of external damage, to make a corresponding remark on the carrier's delivery note. In the case of a Product with damaged packaging, the Customer is obliged to take photographs and immediately send the photographs together with an explanation to the e-mail address info@arugrupp.ee.
- 5.13.** Upon delivery of the Product to the Customer and the Customer's signing of the accompanying documents, the risk of accidental loss or damage to the Product passes to the Customer.
- 5.14.** The Customer is obliged, after receiving the Product, to inspect it immediately and to notify the Manufacturer of any visible defects within 7 days from the received Product.
- 5.15.** The Products must be stored and handled indoors and in a manner that prevents any possibility of mechanical damage.
- 5.16.** If the carrier is unable to deliver the Product to the Customer due to reasons attributable to the Customer (e.g. the Customer cannot be reached), or if the unloading waiting time is extended due to circumstances attributable to the Customer, the Manufacturer has the right to demand an additional fee from the Customer, in accordance with the carrier's applicable tariffs for waiting time or an additional fee for storage of the Product, in accordance with Section 11.5.

6. INSTALLATION OF THE PRODUCTS

- 6.1.** The Product is not intended to be installed independently by the Customer. The installation of the Product must be carried out by a professional and experienced construction carpenter who, in addition to the necessary skills and tools, has full knowledge of the requirements and standards applicable to stair installation at the location of the project, and who complies with the installation instructions provided. [2].
- 6.2.** The staircase and railings are fixed to the building's structural elements. In order to ensure the safe installation of the railings, the fixing points in lightweight walls must have underlying load-bearing structures of sufficient capacity or appropriately reinforced wall structures. A single layer of gypsum board will not be considered a suitable fixing surface.

- 6.3.** In the event that the Customer orders installation services for the Product from the Manufacturer, the Customer undertakes to ensure:
- access to the site must be ensured, as well as parking for the installer's vehicle without additional costs;
 - a safe working area must be ensured at the site;
 - prior to the installation of the staircase, the entire stair opening must be cleared;
 - floors on the site that remain within the work area must be covered to prevent damage (unless floor protection has been ordered together with the installation service). The Manufacturer is not liable for any damage resulting from uncovered flooring;
 - sufficient space for the storage of tools and staircase components must be ensured on the site (the size of the area is agreed during the site measurement).
- 6.4.** If the Customer has not ordered the installation service, the Customer is responsible for the subsequent disposal of the packaging materials.
- 6.5.** The Customer acknowledges and accepts that the installation of the staircase may cause minor damage to finished walls. Repair of such damage is not included in the staircase installation service, and the Manufacturer is not responsible for repairing or compensating for such damage.
- 6.6.** Any work not specified in the Order Confirmation is not included in the standard staircase installation package. This includes, but is not limited to, the following works:
- covering of staircase treads;
 - clearing of the work area and covering of floors;
 - covering the edge of the intermediate floor slab with trim;
 - covering the joint between the top step and the floor;
 - removal or installation of various railing trims.
- 6.7.** During installation of the staircase, a minimum gap of 3 mm will be left between the wall and the staircase structure. If the stair opening is not square or the walls are uneven, the actual gap may differ from the planned gap. If the Customer does not ensure the required construction and technical conditions, the Customer bears full responsibility for any resulting defects or deficiencies.
- 6.8.** If the Customer has not provided accurate information in advance regarding the location of utilities concealed within walls and floors (including, but not limited to, electrical wiring, plumbing, and heating systems), the Manufacturer is not liable for any damage to such utilities that may occur during the installation works.
- 6.9.** If, at the Customer's request, the staircase is installed in unheated and/or excessively humid premises (relative humidity exceeding 65%, temperature outside the range of +10°C to +30°C, or relative humidity outside the range of 25–65%), or in premises where construction works causing excessive moisture will subsequently be carried out, a corresponding note will be made in the work acceptance report. By signing the report, the Customer confirms that they have reviewed the Order Terms and Conditions and are aware of the limitations set out in the Manufacturer's warranty conditions.
- 6.10.** The staircase installation price is calculated on the basis that the work will be completed in a single installation visit (or, in the case of larger projects, in the number of installation visits agreed separately). If, due to circumstances at the site, the work cannot be completed during a single visit and an additional installation visit is required, the Customer will be invoiced for the additional work on a time-and-materials basis.

- 6.11.** If the staircase is installed by the Customer and defects and/or deficiencies are discovered in the packaged Products during installation, where the packaging showed no visible signs of damage (i.e. the defects could not reasonably have been identified at the time of delivery of the packaged Products), the Customer is required to document the issue and provide photographic evidence immediately upon unpacking and, in any event, before the Products are installed.
- 6.12.** The completed works are accepted by the Customer or the Customer's representative, and a Work Acceptance Report is signed for this purpose. If the Customer or the Customer's representative does not attend the site upon completion of the works, the works are deemed accepted by the Customer. No subsequent claims regarding mechanical damage to the Product or the site will be accepted.
- 6.13.** If any defects are identified, a corresponding note will be made in the Work Acceptance Report, and the defects will be remedied by the Manufacturer within a reasonable period of time.

7. PRODUCT QUALITY ASSESSMENT AND PERMISSIBLE TOLERANCES

- 7.1.** The functionality of the staircase is assessed by walking up and down the staircase along the line of travel.
- 7.2.** The visible quality of the staircase components is assessed by visual inspection from a distance of 2 metres.
- 7.3.** Quality is assessed under the light of a 60 W incandescent bulb without a reflector.
- 7.4.** The screw holes required for securing the staircase are not standardized, and their locations depend on the conditions and constraints of the installation site.
- 7.5.** If heat sources or sources of moisture are located beneath the staircase, the Manufacturer is not liable for any damage resulting from movement of the wooden materials used in the staircase components.
- 7.6.** Permissible tolerances:
- the colour tone of natural wood may change over time;
 - slight colour variations in stained or lacquered components resulting from differences in the wood grain and texture;
 - minor touch-up finishing work carried out during installation; slight differences in gloss level compared to the factory finish may occur. The result is assessed by visual inspection from a distance of 2 metres;
 - structural variations inherent to natural wood, as well as minor cracks caused by changes in ambient humidity and slight noise when stepping on the treads;
 - minor cracks in staircase components wider than 400 mm (e.g. staircase landings), resulting from the natural characteristics of wood;
 - for oak and ash wood components, cracks up to 30 mm in length and up to 3 mm in depth.
- 7.7.** Wood is a natural material and may exhibit variations in grain pattern, texture, and colour. The Manufacturer does not guarantee that one Product will be identical in all respects to another Product.
- 7.8.** Permissible tolerances:

Staircase component / type of deviation	Permissible tolerance
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Tread width	±3 mm
Overall riser height	±2 mm
First riser height	± 15 mm
Last riser height	+5 mm
	-10 mm
Longitudinal slope of tread	5 %
Slope measured along the line of travel	2 mm
Surface deviation (unevenness) over a measurement length of up to 1000 mm	3mm

8. NOTIFICATION OF NON-CONFORMITY OF THE PRODUCT AND THE RIGHT TO LODGE A COMPLAINT

- 8.1.** The Manufacturer is liable for any non-conformity of the Products with the contractual terms and conditions if such non-conformity existed at the time the risk of accidental loss of or damage to the Products passed to the Customer.
- 8.2.** A Customer who is a consumer has the right to submit a complaint to the Manufacturer regarding a Product that does not conform to the contractual terms and conditions within two (2) years from the acceptance of the installation works, but no later than fifteen (15) days after discovering the defect in the Product.
- 8.3.** A complaint may be submitted in respect of defects in the Product's design, manufacture, or materials.
- 8.4.** The complaint period is calculated from the date on which the Product is delivered to the Customer.
- 8.5.** The basis for submitting a complaint is the final confirmation of the Product Order.
- 8.6.** Any complaint must be submitted in writing to the e-mail address info@arugrupp.ee.
- 8.7.** Any complaint must be submitted in the same language in which the Customer entered into the Order Confirmation for the Product that is the subject of the complaint.
- 8.8.** When submitting a complaint, the minimum required information includes the contract number and the product item reference in the contract, contact details, the location of the defective Product, a description of the issue, and photographs showing the Product from the outside and inside together with the surrounding area in a general view, as well as photographs of the defective area in medium-range and close-up views (the photographs must be clear and not blurred).
- 8.9.** The Manufacturer is not liable for defects in the Product arising from or resulting from:
- 8.9.1.** accidental or intentional damage to the Product caused by the Customer;
 - 8.9.2.** non-compliance with the Product's instructions for use; or defects resulting from improper use or use of the Product other than in accordance with its intended purpose;
 - 8.9.3.** normal wear and tear of the Product resulting from ordinary use.

9. MANUFACTURER'S WARRANTY (WARRANTY TERMS AND CONDITIONS)

- 9.1.** The conformity warranty is based on the agreement between the Manufacturer and the Customer (the Order Confirmation). The warranty does not extend to persons not specified in the agreement or to any location other than the delivery address specified in the contract.
- 9.2.** The warranty period commences upon delivery of the Product to the Customer or, where the agreement includes installation, upon acceptance of the installation works, and remains valid for two (2) years.
- 9.3.** The warranty is valid provided that the Product has been installed by a professional construction carpenter using methods and tools that comply with good construction practice and any applicable standards and requirements for the installation of such a product, and that the installation instructions have been followed. [2].
- 9.4.** If the Product is found to be non-conforming or if a defect is discovered in the Product, the Customer must submit a written complaint within fifteen (15) days from the date the defect was discovered.
- 9.5.** The warranty does not cover:
- 9.5.1.** defects or deviations in the Product that fall within the permissible tolerances;
 - 9.5.2.** Products used in unheated premises or in premises where the temperature is not consistently maintained within the range of +10°C to +30°C;
 - 9.5.3.** Products used in unheated and/or excessively humid premises (relative humidity exceeding 65%, or where temperature and humidity conditions are not maintained within the recommended ranges of +10°C to +30°C and 25–65% relative humidity), or in premises where construction works causing excessive moisture are carried out after the staircase has been installed.
 - 9.5.4.** Products used in non-residential premises (i.e. buildings subject to a higher level of use and wear than a private household);
 - 9.5.5.** defects that were not reported to the Manufacturer within fifteen (15) days from the date the defect became apparent;
 - 9.5.6.** defects resulting from accidental or intentional damage to the Product after it has been accepted by the Customer;
 - 9.5.7.** defects caused by failure to comply with the Product's user and maintenance instructions [1], or defects arising from improper use of the Product;
 - 9.5.8.** normal physical wear and tear of the Product under ordinary use;
 - 9.5.9.** cases where the Product has been installed in a space where the environment has, for a shorter or longer period, been either excessively humid (wood moisture content exceeds 16%) or excessively dry (wood moisture content falls below 8%);
 - 9.5.10.** cases where the Product or any component has been affected, after delivery to the Client, by physical external forces (impact, pressure, movement of supporting structures, vibration, etc.);
 - 9.5.11.** cases where the Product or any component has been treated in an inappropriate manner, for example cleaned with corrosive substances, or where the surface has been sanded, milled, or otherwise mechanically processed;



- 9.5.12.** cases where the Product or any component has been covered with tape or stair covering supplied or installed by the Manufacturer for more than six (6) weeks.
- 9.5.13.** cases where the Product or any component has been covered with tape, stair coverings, or any other product not intended for staircases and not supplied by the Manufacturer.
- 9.5.14.** damage resulting from the natural movement of wood material (cracks, visible changes in texture) where heating or moisture sources have been installed beneath the staircase (for example, underfloor heating, air humidifiers, etc.);
- 9.5.15.** defects caused by the storage or use of the Products in environmental conditions for which they are not intended (water, temperature, high humidity, dust, accidental impacts, mechanical influences, or partial exposure of components to direct sunlight);
- 9.5.16.** installation-related defects where the Product has not been installed by the Manufacturer or its representative.
- 9.5.17.** cases where the Manufacturer has not received 100% payment for the Order Confirmation or issued invoices.
- 9.6.** A Client's complaint is not the subject to resolution under warranty if the Manufacturer proves that the defects in the Product have arisen due to the Client's fault.
- 9.7.** In the event of a dispute, the Manufacturer is obliged to carry out an inspection of the Product to determine the cause of the defect, or, if necessary, to commission an independent expert assessment. As a general rule, the inspection is carried out by the Manufacturer or an expert selected by the Manufacturer. If the expert assessment determines that the Product is in conformity or that the defect is not covered by the Manufacturer's warranty, the costs of the expert assessment are borne by the Client.
- 9.8.** Costs arising from the handling of a warranty claim raised without justification (including cases where the defect has not been caused by the Manufacturer or where the Product warranty conditions have been violated) are borne by the Client. In such cases, the Manufacturer is entitled to issue an invoice to the Client for the work performed either by the Manufacturer or by a third party engaged by the Manufacturer, in accordance with the service provider's applicable price list.
- 9.9.** If the matter constitutes a warranty case, the defective area is repaired or, if repair proves impossible, the Product or the relevant part thereof is replaced within a reasonable period of time. The replacement Product or component is delivered at the delivery location specified in the Order Confirmation. The defective Product or component must be returned to the Manufacturer.
- 9.10.** Repair works carried out during the warranty period do not extend the originally granted warranty period. For Products replaced or repaired during the warranty period, the original warranty period under the Agreement continues to apply.
- 9.11.** The Manufacturer does not guarantee the functionality or safety of Products containing components supplied by the Client. The Manufacturer shall not compensate any costs arising from the failure or breakage of components supplied by the Client.
- 9.12.** The warranty covers only the repair or replacement of defective Products or parts thereof. The warranty does not cover any ancillary costs indirectly related to the repair of the Products, including but not limited to labour costs, crane costs, scaffolding, lifting equipment or other auxiliary equipment, transportation costs, post-processing works (such as plastering, etc.), installation of supporting structures, or any other similar costs that are not directly related to the repair of the Product covered under warranty.

9.13.

Table 1. Duration and Scope of Warranty by Component

Wooden structure	2 years	Guaranteed: durability of glued joints; dimensional deviations and warping within permissible tolerances; absence of hidden defects that impair the product's functional properties; absence of fungal damage.
Visible wood surface	2 months	Guaranteed: no defects visible on the product when viewed briefly from a distance of two (2) metres. noticeable defects that have not been repaired.
Wood finish	6 months	Guaranteed: uniform finish. Note: the colour tone may vary slightly depending on the properties of the wood and may also change slightly over time.
Functionality	2 years	Guaranteed: in the agreed places of use.

9.14. Special provisions for warranty conditions of wooden components

9.15. Aru Grupp AS guarantees the functionality and safety of wooden materials at a level not lower than that defined in generally recognized industry standards (e.g. EN 942, EN 13307).

9.16. Aru Grupp AS does not accept claims if the defects in question fall within the permitted tolerances.

10. Exceptions to warranty conditions

10.1. The warranty does not apply to oxidation or other chemical damage of fasteners if the product has been installed in excessively humid conditions (where wood moisture content exceeds 20%).

11. Exceptions to finish warranty conditions

11.1. The warranty of finish uniformity does not apply to colour variations caused by knots or resin pockets in softwood, resin bleed-through of the coating, or coating unevenness resulting from the inherent characteristics of wood (e.g. grain pattern, porosity).

11.2. Non-conformity does not include minor colour differences between products purchased under different contracts, nor the visibility of finger-joint lamination contours that are not noticeable upon initial inspection from a distance of two (2) metres.

12. LIABILITY OF THE MANUFACTURER AND THE CLIENT

12.1. If damage is caused to the Client due to the culpable act or omission of the Manufacturer, the Manufacturer is liable for the Client's direct proprietary damage up to a maximum amount equal to the value of the Agreement.

12.2. Manufacturer's liability in the event of non-conformity of the Products and installation works are limited solely to the repair or replacement of the defective Products and works. Under no circumstances shall the Manufacturer be liable for any costs or damages whatsoever (including costs or damages incurred by third parties) arising from the repair or replacement of a defective Product or works. In the event of breach of contract, indirect

damage (including loss of profit) and any non-material damage that may arise to either Party is not compensated.

- 12.3.** The Parties are released from liability if the performance of the Agreement becomes impossible due to force majeure. The Party who becomes aware of force majeure is obliged to notify the other Party immediately. The performance of the Agreement is suspended for the duration of the force majeure event. If the force majeure event persists for more than 90 days, either Party has the right to terminate the Agreement without any obligation to compensate the other Party for any damages.
- 12.4.** If the Client fails to accept the Product at the time specified in the Order Confirmation, the Manufacturer has the right to charge the Client a storage fee for storing the Product in the Manufacturer's warehouse at a rate of 0.5% of the Product price per day.
- 12.5.** If the Client fails to pay the final amount for the Product by the due date specified in the Order Confirmation, the Manufacturer has the right, exceptionally, to withdraw from the Agreement fifteen (15) calendar days after the payment due date. In such a case, the advance payment made by the Client remains with the Manufacturer as a contractual penalty, and the Manufacturer additionally has the right, after withdrawal from the Agreement, to dispose of the Product ordered by the Client without obtaining the Client's approval. If the costs of disposal exceed the contractual penalty referred to in this clause, the Manufacturer additionally has the right to claim reimbursement from the Client for the costs incurred in the course of disposal.
- 12.6.** If the Product cannot be delivered to the Client within six (6) months from the agreed delivery time due to circumstances not attributable to the Manufacturer, the Manufacturer has the right to withdraw from the Agreement exceptionally. In such a case, the advance payment made by the Client remains with the Manufacturer as a contractual penalty, and the Manufacturer additionally has the right, after withdrawal from the Agreement, to dispose of the Product ordered by the Client without obtaining the Client's approval. If the costs of disposal exceed the contractual penalty referred to in this clause, the Manufacturer additionally has the right to claim reimbursement from the Client for the costs incurred in the course of disposal.
- 12.7.** The Manufacturer has the right to offset claims for default interest, storage fees, and damages against amounts paid by the Client.

13. DISPUTE RESOLUTION

- 13.1.** Any complaints regarding the Product or services must be submitted by the Client via e-mail to info@arugrupp.ee or by telephone at +372 3295 640.
- 13.2.** If the Client and the Manufacturer are unable to resolve the dispute by agreement, the Client may apply to the Consumer Disputes Committee or to the Viru County Court. Disputes are resolved in accordance with the applicable legislation of the Republic of Estonia.

14. MANDATORY AND BINDING TERMS AND CONDITIONS

- 14.1.** Review of the Terms and Conditions prior to entering into a transaction is mandatory for the Client.

- 14.2.** By placing an order and ticking the box “I agree to the Terms and Conditions”, the Client confirms that he or she has read and understood the Terms and Conditions, agrees to them, and wishes to enter into a contractual relationship with the Manufacturer on these terms.
- 14.3.** In the event of any inconsistency between the provisions of these Terms and Conditions and other agreements, the other agreements prevail.

References and notes

[1] User and maintenance instructions (staircase).

[2] Installation instructions (staircase).

These Terms and Conditions are effective as of 10.06.2026.