

# Warranty of Quality of Manufacturer

(effective for B2B business as of 1<sup>st</sup> May 2021)



With great passion and respect for the natural environment, we help people arrange offices and other public spaces. We make sure the spaces respond to people's needs concerning health and comfort, increase job satisfaction and efficiency, and fulfil individual requirements regarding ergonomics and aesthetics. We want them to serve people as best they can.

**Adam Krzanowski**, CEO Nowy Styl Sp. z o.o.

This Warranty of Quality (hereinafter referred to as the „Warranty“) is given by Nowy Styl sp. z o.o., Nowy Styl Deutschland GmbH, Nowy Styl GmbH, Kusch + Co GmbH, Sitag AG, Nowy Styl – Majencia S.A.S. (hereinafter each company referred to as the Guarantor or the Manufacturer and all companies jointly referred to as the Guarantors or the Manufacturers), in relation to the products manufactured by the respective Guarantor, starting from 1<sup>st</sup> May 2021, in favour of professional customers (B2B). The contractual or statutory rights of the customer against the respective seller and/or manufacturer are not affected by this warranty.

## I. Warranty terms

1. The products manufactured by the Manufacturers are covered by this Warranty. Each Guarantor warrants that the products manufactured by him (seats, upholstered furniture and other furniture and walls) are free from physical defects in material and workmanship during the warranty period (hereinafter referred to as the “Warranty”).
2. Nothing herein shall be construed as granting or conferring the joint and several liability of the Guarantors for the quality of products. Thus, each Guarantor is solely liable for the quality of products manufactured by its enterprise to the exclusion of other Guarantors. Liability under the Warranty covers only defects resulting from causes inherent in the product sold such as material, manufacturing or design defects affecting the products. We care about the highest quality of our solutions at the design, supply of materials and components, production, quality control and distribution stage, commencing with the onset of our products' life.
3. Products are covered by a **5-year** warranty period. Products listed in Annex 1 hereto, which are covered by a 3-year warranty period, constitute an exception to this Warranty.
4. The warranty period runs from the date of issue of an invoice for the given product by the seller of the products.
5. Products are intended for use for 8 hours per day, 40 hours per week (except products expressly dedicated for 24/7 use).
6. If a product is used for a period longer than indicated in Paragraph 5, the warranty period shall be reduced in proportion to the extended time of product use.
7. Products manufactured according to a custom design prepared at customer's request, or products which are a modification of a product from Guarantors' standard offer (as long as such products, at Guarantor's discretion, comply with safety regulations/standards) are covered by a 2-year warranty period.
8. Upholsteries done with fabrics from price group 0 and price group 1 will be covered by a 2 years warranty, where the product and function itself is covered by the warranty period which applies according to Paragraph 3.
9. This Warranty does not apply to third-party products, including but not limited to monitor arm, TV handle, media ports, electronic locks and phone booths, furniture and chairs.
10. This Warranty does not apply to products of the “Forum by Nowy Styl” brand.
11. The Warranty only covers products that are used for their intended purpose, in line with the principles of proper assembly and use (as set out, respectively, in assembly instructions and operating instructions of the given product) and the conditions for use, maintenance and cleaning (as set out in Annex 2 to this Warranty).

## II. Exclusions of the Warranty:

The following are not subject to a warranty claims:

1. Damage (defects) caused by improper handling in transport and/or resulting from improper assembly of the product, non-compliant with instructions (this applies to products transported and/or assembled without the assistance of Guarantor or its partners).

2. Damage (defects) caused by misuse of the product (applies to products used for purposes other than intended or in breach of the conditions for use, maintenance and cleaning of products set out in Annex 2 to this Warranty), e. g. products that have been used in an incorrect manner or cleaned with unsuitable products or used outdoors etc.
3. Mechanical damage caused by sharp tools, office supplies, or exposure to chemical substances during use.
4. Destruction/damage/rubbing/scratching of vulnerable components such as bases, castors, glides and tops resulting from improper use - the conditions for use, maintenance and cleaning of products are set out in Annex 2 to this Warranty.
5. Damage (defects) caused by improper maintenance or repair work carried out by the customer or by third parties not acting on behalf of the Guarantor.
6. Damage (defects) caused by natural disasters and in the event of force majeure or fortuitous event.
7. Damage resulting from the use and/or storage of the product in inappropriate weather or environmental conditions - details are set out in Annex 2 to this Warranty.
8. Natural wear and tear of the product and wear and tear due to product maintenance.
9. Products used for rental purposes.
10. Damage (defects) resulting from product modifications requested by the customer and carried out by the Guarantor at the request of the customer with the use of materials supplied by the customer, and any damage (defects) resulting from the use of such materials.
11. Differences in the finishes of ready-made products relative to samples/finishes brochure/marketing materials (such as catalogues).
12. Differences in the colours of products ordered successively over a period of time, which result from the use of different production batches of materials.
13. Defects not listed above, but of the same type or kind as the defects from this list of exclusions.
14. Damage caused by a product that has been subject to integration or replacement of components not manufactured or not previously authorized by the Guarantor.
15. These Warranty terms do not cover the following characteristics of materials used by the Guarantor to manufacture products covered by this Warranty:
  - a. natural variations in the grain and shade of wood, depending on the direction of the light angle;
  - b. differences in the linearity of grain in melamine faced chipboard (MFC) and laminates occurring within the same batch;
  - c. changes in finishes, including the loss of colour (discolouration/fading) caused by their aging, exposure to light, direct exposure to sunlight or contact with other materials with insufficiently fixed colours;
  - d. wrinkles, scars or other distinguishing marks occurring naturally on leather, and other changes in the appearance of leather resulting from misuse;
  - e. pilling of fabrics.

### **III. Warranty service – application of the Warranty**

1. A complaint must be made immediately, not later than 7 days after the disclosure of an alleged defect in the product (provided it is covered by the terms of this Warranty), on the complaint form available at [www.nowystyl.com/warranty](http://www.nowystyl.com/warranty), by sending it by e-mail to the appropriate contact person in Customer Service.
2. A complaint must be accompanied by the original invoice with a date of purchase and photo documentation of the product from which the defect is recognizable. The Guarantor reserves the right to request the customer to provide additional explanations and information relating to the complaint, if necessary for the complaint to be processed. If the customer does not present the above-mentioned documents (invoice and photo documentation), the Guarantor reserves the right to disregard the claim.
3. A complaint will be processed within 14 working days from the date of receipt of its final version (the waiting period for any additional explanations and information relating to the complaint suspends the course of the aforementioned term), and should the complaint is covered by the Warranty, any agreed corrective and remedial measures will be taken within 30 working days from Guarantor's decision to accept the complaint, subject to Paragraph 5.
4. The Guarantor can resolve a complaint covered by the Warranty in the following ways:
  - a. for a defect that can be removed - by repairing the defect subject to the complaint or by replacing a defective part of the product:
    - for a defect that can be removed outside the factory - on customer's site;
    - for a defect that can only be removed in the factory - in the Guarantor's plant or another location designated by the Guarantor;
  - b. for a defect that cannot be removed (i.e. if a product component cannot be repaired or replaced, or when the cost of repair exceeds the value of the product) - by replacing the product with a new one, or one that is as similar/compatible as possible (when the given product is discontinued by the Guarantor), free from defects, or by reducing the price of the product.

The method of resolving a complaint covered by the Warranty is at the sole discretion of the Guarantor.

5. If corrective and remedial measures cannot be taken within the period referred to in Paragraph 3, the Guarantor shall notify the Customer immediately, specifying causes for the delay and the expected date of resolving the accepted complaint, which should be as soon as possible.

#### **IV. General provisions**

1. The name and address of each Guarantor:
  - a. Nowy Styl sp. z o.o., ul. Pużaka 49, 38-400 Krosno, Poland (registered at the National Court Register at the District Court for the city of Rzeszów, XIIth Economic Division of National Court Register, registration No: KRS: 0000077550);
  - b. Nowy Styl Deutschland GmbH, Voigtei 84, 31595 Steyerberg, Germany (registration No.: HRB: 100469);
  - c. Nowy Styl GmbH, Jubatus-Allee 1, 92263 Ebermannsdorf, Germany (registration No.: HRB: 2140);
  - d. Kusch + Co GmbH, Gundringhausen 5, 59969 Hallenberg, Germany (registration No.: HRB: 12998);
  - e. Sitag AG, Simon Frick-Strasse 3, 9466 Sennwald, Switzerland (registration No.: CH-320.3.003.108-3);
  - f. Nowy Styl – Majencia SAS, 24-25 Quai Carnot Espace Neoffice, 92210 Saint-Cloud, France, (registration No.: 851 140 095)
2. The geographic scope of the warranty protection: the territory of the country in which the sale of the product to a customer by the seller took place.
3. The contractual or statutory rights of the customer against the respective seller and/or manufacturer are not affected by this warranty.
4. This warranty is valid if the given contract of sale (purchase contract, delivery contract), the invoice or receipt confirming the sale of the product by the seller clearly provides granting the warranty. The effectiveness of the guarantee is conditioned by the effectiveness of the above mentioned contract. Furthermore, the buyer must not have withdrawn from the purchase contract.
5. Any assignment of rights or obligations under this Warranty requires prior consent of the Guarantor, expressed in writing otherwise being null and void. In particular, the Warranty is not transferable to a third party together with the product without the prior written consent of the Guarantor.
6. This Warranty document is subject to the provisions of the law applicable for the headquarter of the Guarantor. For matters not regulated by this Warranty the statute provisions of law in force shall apply. For any legal dispute resulting from this warranty, each defendant may only be assigned before the courts of the city and the State of his head office, to the exclusion of the courts of the place of delivery of the Products and those of the head office of a possible codefendant.
7. The Annexes constitute an integral part of this document.

#### **Annexes:**

- Warranty periods for particular products (Annex 1 to Manufacturers` Warranty of Quality)
- General terms of product use, maintenance and cleaning (Annex 2 to Manufacturers` Warranty of Quality)
- Complaint form (Annex 3 to Manufacturers` Warranty of Quality)