

# Nowy Styl UK Limited

## Warranty of Quality

(effective for B2B business as of 7<sup>th</sup> January 2020)



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.

### I. Warranty terms

1. Nowy Styl UK Limited (herein after also referred to as the Guarantor) warrants that the manufactured products (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). Liability under the Warranty covers only defects resulting from causes inherent in the product sold. 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 cycle.
2. Products of Nowy Styl 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.
3. The warranty period runs from the date of issue of invoice for the given product by Nowy Styl UK.
4. Products are intended for use for 8 hours per day, 40 hours per week (except products expressly dedicated for 24/7 use).
5. If a product is used for a period longer than indicated in Paragraph 4, the warranty period shall be reduced in proportion to the extended time of product use.
6. Products manufactured according to a custom design prepared at customer's request, or products which are a modification of a product from Nowy Styl UK's standard offer (as long as such products, at Guarantor's discretion, comply with safety regulations/standards) are covered by a 2-year warranty period.
7. Products upholstered with fabrics from the price group 0 (PG0) and the price group 1 (PG1) from the Guarantor's standard finishes offer are fully covered by a warranty period equal to the warranty period of the manufacturer of the fabric. For products upholstered with the fabrics from price group 2 (PG2), price group 3 (PG3), price group 4 (PG4), price group 5 (PG5) and price group 6 (PG6), warranty period according to Paragraph 2 applies.
8. For third-party products sold by the Guarantor, such as: monitor arm, TV handle, media ports, electronic locks and phone booths, the warranty of the relevant third-party producer applies.
9. 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. 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 Nowy Styl UK 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).
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 force majeure.
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.
9. 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.
10. Differences in the finishes of ready-made products relative to samples/finishes brochure/marketing materials (such as catalogues).
11. Differences in the colours of products ordered successively over a period of time, which result from the use of different production batches of materials.
12. 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

1. A complaint must be made immediately, not later than 7 days after the discovery of an alleged defect in the product (provided it is covered by the terms of this Warranty), on the complaint form available at [www.uk.nowystylgroup.com/en/warranty/](http://www.uk.nowystylgroup.com/en/warranty/), by sending it by e-mail to the appropriate contact person in Customer Service.
2. A complaint must be accompanied by the purchase document and photo documentation of the product. 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.
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 be accepted by the Guarantor, 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 an accepted complaint 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 an accepted complaint is at the 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. Guarantor's name and address: Nowy Styl UK Ltd (Company number 03216609), Walker Industrial Park, Ollerton Road, Tuxford Newark, Nottinghamshire, NG22 0PQ.
2. The geographic scope of the warranty protection: the territory of the country in which the sale of the product to a Customer by Nowy Styl UK took place.
3. This Warranty does not exclude, restrict or withhold the Buyer's statutory rights which cannot be excluded by law.
4. This Warranty is valid if the specific contract of sale (delivery), invoice or receipt confirming the purchase of the product from Nowy Styl UK expressly states it has been granted.
5. Any assignment of rights or obligations under this Warranty requires prior consent of the Guarantor, expressed in writing otherwise being null and void.
6. This Warranty and any dispute shall be governed by the exclusive jurisdiction of England and Wales.
7. The Annexes constitute an integral part of this document.

### Annexes:

- Warranty periods for particular products (Annex 1 to Nowy Styl UK Ltd Warranty of Quality)
- General terms of product use, maintenance and cleaning (Annex 2 to Nowy Styl UK Ltd Warranty of Quality)
- Complaint form (Annex 3 to Nowy Styl UK Limited Warranty of Quality)