

Wilkhahn Guarantee Policy

Applies from 1 September 2019

As the guarantor, Wilkhahn Wilkening + Hahne GmbH+Co. KG (hereinafter referred to as Wilkhahn) gives the customer a Guarantee for the Wilkhahn products described below. This Guarantee does not restrict the statutory rights of the end customer as the purchaser vis à vis the vendor in the event of defects in the goods purchased or any entitlements pursuant to the Produkthaftungsgesetz [German Product Liability Act] from Wilkhahn as the manufacturer.

I. Scope in terms of products and time

This Guarantee only applies to Wilkhahn products specifically listed in this Guarantee Policy and in constant use in one of the European Union member states. The products covered by the Guarantee are:

- Wilkhahn task chairs, chairs, and benches from the following product lines:

- _Aline
- _Asienta
- _AT
- _Aula
- _Cana
- _Ceno
- _Chassis
- _Cubis
- _Cura
- _FS-Line
- _FS-Management
- _Graph
- _IN (retroactively from 1 May 2015)
- _Insit
- _Landing
- _Metrik
- _Modus Basic
- _Modus Executive
- _Modus Medium
- _Modus Compact
- _Neos
- _Occo
- _ON (retroactively from 1 October 2014)
- _Sitzbock
- _Sito
- _Sola
- _Stand-up
- _Stitz 2

- Wilkhahn tables from the following product lines:

- _Aline table
- _Asienta table
- _Concentra
- _Confair folding table
- _Contas
- _Conversa
- _Cura table
- _Graph table
- _Logon
- _mAx
- _Occo table
- _Palette
- _Timetable
- _Timetable Lift
- _Timetable Smart
- _Timetable Shift
- _Travis (except for the height-adjustable Travis)

- Wilkhahn product ranges:
 - _Confair products (all pinboards, servers etc.)

II. Subject of the Guarantee

1. Regardless of any statutory entitlements, Wilkhahn Wilkening + Hahne GmbH+Co. KG (Bad Münde, Germany, hereinafter referred to as Wilkhahn) guarantees that the products or parts thereof listed in this Guarantee Policy will be fully functional during the periods defined below (the guarantee period) from the moment such item or items leave Wilkhahn's plant in Bad Münde, Germany.

2. In line with its Terms and Conditions and the following conditions relating to its Guarantee Policy, Wilkhahn will, at its own discretion, repair or replace with comparable products or components any products or components which prove not to be fully functional and have been subjected to normal conditions of usage (10 hours usage daily at a room temperature of 18 to 25°C and where the item or items have been used according to instructions). An inspection of the item or items concerned by Wilkhahn or a Wilkhahn sales partner must have been facilitated beforehand. Wilkhahn becomes the owner of the components or products replaced.

III. Guarantee conditions

1. This Guarantee applies solely to those customers who are end customers and have purchased a product or products covered by the Guarantee. The Guarantee is not transferable.

2. The Guarantee begins on the date the item or items have been delivered to the end customer. If the item or items have been stored by a dealer for longer than one year, the Guarantee commences one year following shipment of the item or items by Wilkhahn to the dealer. The dealer will inform the end customer hereof.

3. The Guarantee periods for the product components below are as follows:

5 years:

- In the case of chairs: for star bases, corner knuckles, steel cantilever-chair frames, swivel arms (except for damage to the surface), seat- and backrest frames, seat- and backrest shells, 3D synchro-adjustment mechanisms/mechanisms (functional parts)
- In the case of tables: for table top bases and table top bearers, uprights and beams, core panels (except for damage to the surfaces, impact of ultra violet rays and/or traces of wear and tear), steel and aluminium underframes, mechanisms for activating flip-top and folding tables, cable channels with moveable and flexible components, impact-resilient profiles on table top edges, connecting parts and attachment components

2 years:

- In the case of chairs: gas lifts, swivel-mounted columns, glides, castors, armrests (in terms of function), separators for cantilever chairs, backrest- and seat-depth adjustment, fabrics and leather, as well as foam/upholstery, padding and covers on the backrests (except for damage incurred by studs, hook and loop fasteners or similar caused by jackets, trousers or shoes on the fabric or leather).
- In the case of tables: built-in component sets, including multi-media technology with cables, plugs, table portal hinges

4. Wilkhahn reserves the right to allow a reasonable period of time to check whether an item or items are covered by the Guarantee in individual cases. Wilkhahn also reserves the right to ask for return of the damaged product before it is replaced. In cases where the item or items are entitled to be covered under the Guarantee Policy, Wilkhahn will meet the costs of returning said item or items as long as Wilkhahn has explicitly agreed to such return beforehand.

5. When repairing or replacing products listed under clause III.3 of the Guarantee Policy, Wilkhahn will charge a flat rate for traveling expenses to the customer insofar as the product concerned was shipped to the customer more than two years previously and the other conditions under the Guarantee Policy have been met. The flat rates for traveling expenses at the time the complaint is made apply. More information is available on request. Such regulation will not prejudice any entitlements that fall under the Guarantee on the part of the customer.

IV. Exclusions from the Guarantee

1. This Guarantee does not apply to the following product components/attributes:

- Surfaces (colour fastness, structures and colours due to different materials and batches),
- Leather armrest covers,
- Damage to the surfaces of armrests/armrest pads due to external force or impact (i.e. from table edges, rings, watches).

2. Also ruled out are claims made to Wilkhahn under this Guarantee in the case of loss of functionality due to:

- Standard wear and tear,
- Non-compliance with Wilkhahn's instructions, including instructions and guidelines regarding the use, positioning, redesign or maintenance of the products,
- Improper usage, using the item or items other than for the intended purpose, accidents, damage,
- Alterations made to the product,
- Usage of the item or items in operations where multiple shift patterns apply,
- Fabrics and materials that are the customer's own or which have been provided,
- Interaction with products made by other manufacturers,
- Improper cleaning of products.

V. Scope of the Guarantee

1. This Guarantee is the only legal remedy that may be sought from Wilkhahn for faulty products (except for entitlements due to grounds of product liability). Any other additional guarantees that might have also been granted to end customers by dealers or other parties involved in projects, or other statutory or contractual entitlements, will not be accepted by Wilkhahn unless Wilkhahn makes such undertaking explicitly and in writing.

2. The Guarantee provided by Wilkhahn is restricted solely to the above-mentioned obligations. This Guarantee rules out any other entitlements, in particular entitlements ensuing from consequential damage, direct damage and financial losses, insofar as such entitlements are based on a manufacturer's liability under mandatory requirements of the law.

VI. Ancillary provisions

1. Amendments to this Guarantee Policy may only be made in writing.

2. This Guarantee can only be handled by Wilkhahn. Regarding this Guarantee, no third parties are authorised to make statements on behalf of Wilkhahn.

3. Place of performance and venue for any disputes arising from this Guarantee Policy is Bad Münde, Germany.

4. German law applies.