

Wilkhahn Guarantee

Policy Applies from 1 May 2016

I. Scope in terms of items and time

This Guarantee applies only to Wilkhahn products which are specifically listed in this Guarantee Policy. The products covered are:

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

_Aline
_Asienta
_Cana
_Ceno
_Chassis
_Cubis
_Cura
_FS-Line
_FS-Management
_Graph

_IN (retroactively from 1 May 2015)

_Modus Basic
_Modus Executive
_Modus Medium
_Modus Compact

_Neos _ON (retroactively from 1 October 2014)

_Sito
_Sola
_Stand-up
_Stitz 2

• Wilkhahn tables from the following product lines:

_Aline tables
_Asienta tables
_Concentra
_Confair folding table
_Contas
_Conversa
_Cura tables
_Graph tables
_Logon
_Palette
_Timetable
_Timetable Smart
_Timetable Shift
_Travis (except for 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 Münden, 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 items leave Wilkhahn's plant in Bad Münden, 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 parts any products or components which prove not to be fully functional and which 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.

III. Guarantee Conditions

1. This Guarantee only applies to end customers and is not transferrable.

2. The Guarantee begins on the date the item or items have been delivered by Wilkhahn to the customer (i.e. delivered to the dealer or the end customer – date of invoice).

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 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: for gas lifts, swivel-mounted columns, glides, rollers, 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, zips or similar from jackets, trousers or shoes on the fabric or leather)

• In the case of tables: for systems integrated in the tables, including multi-media technology with cables, plugs, table portal hinges.

This Guarantee does not apply to the following product components:

• 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)

4. This Guarantee does not apply to the 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

5. Wilkhahn reserves the right to ask for return of the damaged product before it is replaced. In cases where the item or items are covered justifiably by the Guarantee Policy, Wilkhahn will meet the costs of returning said item or items.

6. For any work that occurs as a result of services under Guarantee from 2 years onwards, a flat rate for travelling expenses of EUR 67.00 will be charged (for Germany) or EUR 89.00 for the Benelux countries, Austria and South Tyrol. All other countries on request.

IV. Liability

1. This Guarantee is the only legal remedy that may be pursued vis à vis Wilkhahn for faulty products (except for entitlements due to grounds of product liability). Any other additional guarantees that might have been granted 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 in writing.

2. Wilkhahn's liability is restricted solely to the above-mentioned obligations, whereby specific mention is made of the fact that Wilkhahn accepts no liability whatsoever for consequential losses, indirect losses or financial losses.

V. Ancillary provisions

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

2. This Guarantee can only be handled by Wilkhahn. Within reference to 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 Münden, Germany.

4. German law applies.