

# Manufacturer's Guarantee

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1. As manufacturer, de Sede Ltd. provides a guarantee in accordance with the conditions detailed below covering defects in construction, manufacturing, workmanship and materials in respect of its manufactured products for the period of the guarantee to customers purchasing the item in question from the seller for the first time and for their own use.

Important: This manufacturer's guarantee is expressly valid alongside and independent of any legal and/or contractual obligations on the part of the seller. It ceases to be valid, however, if the buyer should make a claim in respect of the same defect that has also been claimed for under the manufacturer's legal and/or contractual warranty obligations. The warranty rights of the buyer vis-à-vis the seller remains unaffected by the terms of this guarantee.

2. Claims under the guarantee should be addressed to the furniture store where the item in question was purchased.

The furniture must then be made available for assessment under the terms of the guarantee and for repair or corrective action. This guarantee does not entitle the customer to the refund of any expenses incurred in the making of his or her claim (e.g. telephone calls, postage, travel, expenses, etc.) unless de Sede should act in such a way as to place the company in breach of contract.

3. The guarantee claim is made to the specialist dealer where the furniture was purchased. In order to assess the guarantee claim and for rectification, the furniture must then be at [the dealer's] disposal. Due to this manufacturer's guarantee, the customer has no claim for the reimbursement of costs incurred in connection with asserting his or her warranty rights (e.g. telephone, postage and travel costs), if and as far as de Sede is not liable for breach of contract.
4. The guarantee does not cover: damage resulting from excessive use or use for which the furniture was not intended, damage due to accidents or force majeure, damage resulting from non-compliance with the de Sede specifications contained in this guarantee certificate, willful damage, damage caused by unauthorized modification or repair by third parties, damage caused by animals, damage occurring during transport or caused by dropping, dirtying or soiling of any kind, or damage caused to covering materials by cutting, scratching or tearing by objects of any kind.

5. de Sede's guarantee obligations are governed by the following stipulations:

- de Sede AG provides a five-year warranty on all leather and fabric products;
- If a defect can be repaired, such repair will be carried out during the guarantee period;
- If the damage cannot be repaired, or if repair is not economically reasonable, the object covered by the guarantee will be replaced. If replacement is no longer possible or economically reasonable, de Sede will replace the object covered by the guarantee by a comparable de Sede product of the same value. Replacement or substitution will be effected free of charge during the guarantee period of five years;
- Guarantee work will be performed in the normal course of

business, and de Sede undertakes to perform such guarantee work with as little delay as possible;

- de Sede will alone decide whether a defective product is to be repaired, replaced or substituted;
  - No new guarantee period will commence with the performance of repair, re-placement or substitution.
6. Important: Leather is a natural product. For this reason, natural features are not defects or deficiencies in the quality of de Sede leather under the terms of the guarantee.
  7. The claims and entitlements enjoyed by the purchaser under the terms of the manufacturer's guarantee cannot be transferred without the express authorization of de Sede.
  8. This guarantee expressly excludes:
    - Defects in covering materials not included in the de Sede collection;
    - Damage due to the utilization of the furniture outside the private home area;
    - Special orders manufactured to individual customer specifications;
    - Quality, suitability, durability and defects in respect of covering materials provided by the customer.
  9. Items subject to wear and tear, such as joints, hinges, zip fasteners, electric motors, electric switches, springs, gas springs, casters, glides, sliding elements, rollers, flexible bearings and connections, and mechanical elements, are covered by the statutory warranty period of two years and will be replaced by de Sede free of charge within that period; after expiry of the warranty, they will be replaced at spare parts or repair cost.
  10. The guarantee becomes null and void should the purchaser or a third party carry out modifications or repairs to the object covered by this guarantee without express written approval from de Sede.
  11. Under the terms of this guarantee, de Sede accepts liability exclusively for those expenses directly arising from repair, replacement or substitution in accordance with the foregoing stipulations; the company accepts no liability for any consequential loss or damage, such as loss of use, unless such damage is caused intentionally by de Sede, is due to gross negligence on the part of de Sede, or unless de Sede makes itself compulsorily liable to the purchaser on account of negligent violation of its principal obligations arising under this manufacturer's guarantee. This in no way affects the purchaser's legal and/or contractual warranty rights in respect of the seller.
  12. The statutory warranty applies to the use of de Sede AG products in the commercial sector.
  13. Should de Sede reject a claim under this guarantee, the customer's claim becomes null and void within six months of receipt of de Sede's rejection of the claim.