

König + Neurath AG – Warranty Terms and Conditions

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The warranty period for the products (office furniture, seating furniture, upholstery) of König + Neurath is **5 years**, subject to the following warranty terms:

I. Scope and period of warranty

1. The warranty covers all defects attributable to the material, workmanship or construction of the products.
2. The warranty period commences on delivery ex factory (see date of manufacture on product label).
3. In case the use of the product exceeds 8 hours per day, the warranty period shall be reduced proportionally to the period of use based on the following table:

Annual period of use	Warranty period in years
1-shift operation (220 working days at 8 hours)	5
2-shift operation (220 working days at 16 hours)	2.5
3-shift operation (220 working days at 24 hours)	2
Continuous operation (365 working days at 24 hours)	2

4. During the statutory warranty period of two years, subsequent performance shall be free of charge. From the third year onwards, König + Neurath (hereinafter referred to as „K+N“) shall cover the cost of materials. All other costs (labour and wage costs, shipping costs, travel expenses) shall be charged for. The following table gives an overview of the warranty services:

Warranty period (years)	Cost of material	Labour and wage costs	Shipping costs	Travel expenses
0 – 2	free of charge	free of charge	free of charge	free of charge
3 – 5	free of charge	fee-based	fee-based	fee-based
More than 5	fee-based	fee-based	fee-based	fee-based

5. The statutory claims for defects and product liability shall apply in addition to K+N's warranty and shall not be restricted by the K+N's warranty.
6. In the event of justified complaints, K+N shall be entitled to subsequent performance either by repairing the goods or by providing a replacement. The purchaser shall only be entitled to reduce the purchase price or withdraw from the contract, if K+N has not carried out subsequent performance within a reasonable period of time or if the defect has not been removed by this.

II. Limitation and exclusion of warranty

1. The warranty period shall not be renewed or extended by any warranty services rendered.
2. The 5-year guarantee on electromotive columns is on condition that the number of double strokes has not exceeded 5,000 and that the columns have been used in accordance with the operating instructions. This includes, in particular, observance of the specifications for maximum load capacity and load distribution.

There shall be no warranty

3. for design-related defects occurring in custom-made products which have been manufactured according to customer's design specifications;
4. for damage caused by natural wear and tear or improper handling (such as placement in wet or damp rooms, lack of protection against the effects of strong heat, inadequate cleaning, defective operation or wilful damage);
5. for deviations that are customary in the industry for technological reasons, regarding dimensions and shape, irremediable colour deviations, e.g. due to natural characteristics of the wood, exact conformity with colour samples as well as the uniformity of the veneers used for different pieces of furniture;
6. for natural wear and tear, especially for castors and upholstery fabrics;
7. for room systems. The warranty for room systems is specified in the K+N terms of delivery and payment under item 23.1;
8. in the case of damage due to improper use or failure to observe the operating instructions;
9. in the case of effects due to extreme environmental influences, such as climate, moisture or acid as well as force majeure;
10. in the case of materials sent in by the customer and processed by K+N, such as upholstery fabrics and other deviations from the serial design requested by the customer;
11. in the case of trade goods (products purchased by K+N and resold unchanged).

III. Availability of spare parts

König + Neurath shall ensure that spare parts or parts with a similar or equivalent function will be available for at least ten years from the end of production of the respective serial product.

These warranty terms shall be valid for products manufactured from 01.03.2023 onwards.

In the event of discrepancies between the German version and a translation, the German version shall prevail.