

Warranty of Quality of Manufacturer

(effective for B2B business as of 01.06.2022)



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.

Nowy Styl sp. z o.o. and its affiliates, to which this document applies, are the owners of the following production plants, responsible for the production of the brands:

- production plant of Nowy Styl sp. z o.o., producing the following brands: Nowy Styl, Kusch+Co, SOHOS by Nowy Styl
- production plant of Kusch+Co GmbH, producing brands: Kusch+Co
- production plant of Nowy Styl Deutschland GmbH, producing brand: Nowy Styl
- production plant of Sitag AG, producing brand: SITAG by Nowy Styl
- production plant of Nowy Styl Majencia S. A. S., producing brand: Nowy Styl.

This Warranty of Quality (hereinafter referred to as the "Warranty") is given by Nowy Styl sp. z o.o., Nowy Styl Deutschland GmbH, Kusch+Co GmbH, Sitag AG, Nowy Styl - Majencia S.A.S. (hereinafter also referred to as the Guarantor/the Guarantors or the Manufacturer/Manufacturers) separately, in relation to the products manufactured by each Guarantor, starting from 01.06.2022, in favour of professional customers (B2B).

I. Warranty terms

1. Qualifying products manufactured by the Manufacturers are covered by this Warranty. Each Guarantor warrants that the products it manufactures (limited to seats, upholstered furniture and other furniture and walls) will be free from physical defects in material and workmanship during the applicable warranty period, as detailed below (hereinafter referred to as the "Warranty").
2. Nothing herein shall imply joint and several liability of the Guarantors for the quality of products. Thus, each Guarantor is solely liable for the quality of products manufactured by its enterprise to the exclusion of all other Guarantors. Without prejudice to Section II of this Warranty, liability under the Warranty covers only defects resulting from causes inherent in the product sold, such as material, manufacturing or design defects affecting the products. 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.
3. Qualifying products are covered by a **5-year** warranty period (subject always to the terms and conditions of this Warranty). Products detailed in Paragraphs 6, 7, 8 and 9 below, together with those listed in Annex 1 hereto (which are covered by a 3-year warranty period), constitute an exception to this Warranty.
4. The warranty period runs from the date of issue of an invoice for the given product by the seller of the products.
5. Products are intended for use for 8 hours per day, 40 hours per week (except products expressly dedicated for 24/7 use).
6. If a product is used for a period longer than indicated in Paragraph 5, the warranty period shall be reduced in proportion to the extended time of product use.
7. Subject always to paragraph 10 of Section II, products manufactured according to a custom design prepared at customer's request, or products which are a modification of a product from Guarantors' standard offer (as long as such products, at Guarantor's discretion, comply with applicable safety regulations/standards) are covered by a 2-year warranty period.
8. Upholsteries done with fabrics from price group 0 and price group 1 will be covered by a 2 year warranty. The product and function itself are covered by the 5-year warranty period under Paragraph 3. Price groups are indicated in our current published price list.
9. This Warranty does not apply to third-party products, including but not limited to: any monitor arm, TV handle, media ports, electronic locks and phone booths, furniture and chairs.

10. This Warranty does not apply to products of the "Forum by Nowy Styl" brand.
11. 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. Exclusions of the Warranty:

The following are not covered by this Warranty:

1. Damage (defects) caused by improper handling in transport and/or resulting from improper assembly of the product, and/or non-compliance with instructions (this applies to products transported and/or assembled without the assistance of Guarantor or its partners).
2. Damage (defects) caused by misuse of the product (this applies to products used for purposes other than those intended or in breach of the conditions for use, maintenance and/or cleaning of products set out in Annex 2 to this Warranty), e.g. products that have been used in an incorrect manner or cleaned with unsuitable products or used outdoors etc.
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 any third party not acting on behalf of the Guarantor.
6. Damage (defects) caused by natural disasters and/or in the event of any other force majeure event.
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 and wear and tear due to product maintenance.
9. Products used for rental purposes.
10. 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.
11. Differences in the finishes of ready-made products relative to samples/finishes brochure/marketing materials (such as catalogues).
12. Differences in the colours of products ordered successively over a period of time, which result from the use of different production batches of materials.
13. Defects not listed above, but of the same type or kind as the defects from this list of exclusions.
14. Damage caused by a product that has been subject to integration or replacement of components not manufactured or not previously authorized by the Guarantor.
15. 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; or
 - e. pilling of fabrics.

III. Warranty service – application of the Warranty

1. A warranty claim must be made promptly, and in any event no 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 <https://uk.nowystyl.com/en/warranty/> (Annex 3) by sending it by e-mail at sales.uk@nowystyl.com. The entity responsible for handling the warranty complaints is the Guarantor.
2. A warranty claim must be accompanied by the original invoice with a date of purchase and photo documentation of the product from which the defect is recognizable. 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. If the customer does not present the above-mentioned documents (invoice and photo documentation) within 7 working days, the Guarantor reserves the right to disregard the claim.
3. Subject to the foregoing, a warranty claim 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 indicated in Paragraph 2 suspends the course of the aforementioned term), and should the claim be covered by the Warranty, any agreed corrective and remedial measures will be taken within 30 working days from Guarantor's decision to accept the claim, subject to Paragraph 5.
4. The Guarantor can resolve a claim covered by the Warranty in the following ways:
 - a. for a defective product that can be repaired - by repairing the defective product:
 - at customer's site, for a defect that can be repaired outside of the Guarantor's factory; or

- at the Guarantor's plant or another location designated by the Guarantor, for a defect that can only be repaired in the Guarantor's factory; or
- b. for a defective product that cannot be repaired (i.e. if a product component cannot be repaired, or the cost of repair exceeds the value of the product) - by replacing the product with a new one, or one that is as similar and compatible as possible (including if the given product is discontinued by the Guarantor), free from defects, or by reducing the price of the product.

The method of resolving a complaint covered by the Warranty is at the sole discretion of the Guarantor.

In no event shall the Guarantor provide a refund for the product covered by the Warranty.

5. If corrective and remedial measures cannot be taken within the period referred to in Paragraph 3 of Section III, the Guarantor shall notify the Customer immediately, specifying causes for the delay and the expected date of resolving the accepted.

IV. General provisions

1. The name and address of each Guarantor is as follows:
 - a. Nowy Styl sp. z o.o., ul. Pużaka 49, 38-400 Krosno, Poland (registered at the National Court Register at the District Court for the city of Rzeszów, XIIth Economic Division of National Court Register, registration No: KRS: 0000077550);
 - b. Nowy Styl Deutschland GmbH, Voigtei 84, 31595 Steyerberg, Germany (registration No.: HRB: 100469);
 - c. Kusch+Co GmbH, Gundringhausen 5, 59969 Hallenberg, Germany (registration No.: HRB: 12998);
 - d. Sitag AG, Simon Frick-Strasse 3, 9466 Sennwald, Switzerland (registration No.: CH-320.3.003.108-3);
 - e. Nowy Styl - Majencia SAS, 24-25 Quai Carnot Espace Neoffice, 92210 Saint-Cloud, France, (registration No.: 851 140 095)
2. The geographic scope of the warranty protection is limited: warranty claims can only be brought by a customer in the territory of the country in which the sale of the product to the customer by the seller took place.
3. This Warranty does not exclude, restrict or withhold the customer's statutory rights which cannot be excluded by law.
4. This Warranty is valid if the given contract of sale (purchase contract, delivery contract), the invoice or receipt confirming the sale of the product by the seller expressly references the Warranty. The effectiveness of the Warranty is conditional on the effectiveness of the above mentioned contract. Furthermore, the customer must not have withdrawn from the purchase contract prior to making any warranty claim.
5. Any assignment of rights or obligations under this Warranty requires prior written consent of the Guarantor. In particular, the Warranty is not transferable to a third party together with the product without the prior written consent of the Guarantor.
6. This Warranty document is subject to the provisions of the laws of England and Wales. Any dispute shall be governed by the exclusive jurisdiction of the courts located in the country where the registered office of NOWY STYL UK LIMITED is located.
7. If any provision (or part of a provision) of this Warranty is found to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
8. The Annexes constitute an integral part of this Warranty.

Annexes:

- Warranty periods for particular products (Annex 1 to Manufacturers` Warranty of Quality)
- General terms of product use, maintenance and cleaning (Annex 2 to Manufacturers` Warranty of Quality)
- Complaint form (Annex 3 to Manufacturers` Warranty of Quality)