



Warranty Statement Kinnarps GmbH

§ 1 Local Application

This warranty statement shall apply only to Goods Subject to Warranty that are used within the European Union, independently of whether the user has his place of residence or business within or outside of the European Union ("Warranty Area").

§ 2 Factual Application

This warranty statement shall apply only to the goods and products produced in the seating furniture area under the brands of "drabert", "MARTINSTOLL" and "Kinnarps" ("Goods Subject to Warranty").

§ 3 Warranty

We shall assume warranty for perfect construction and suitability for use for the Goods Subject to Warranty (§ 2) in the Warranty Area (§ 1), but only within the Warranty Period (§ 4) and only pursuant to the Scope of the Warranty (§ 5). Perfect construction and suitability for use shall correspond to the statements published in our product descriptions for the respective Goods Subject to Warranty.

§ 4 Warranty Period

The Warranty Period shall be 60 months and commence with delivery or collection ex works. The date on the delivery note shall be decisive. If the Goods Subject to Warranty are used for more than an average of 8 hours per day, the Warranty Period shall be reduced to 30 months; if the Goods Subject to Warranty are used for more than an average of 16 hours per day, the Warranty Period shall be reduced to 24 months. Calculation of the averages named above is always based on 220 working days per calendar year. Executing the warranty shall not renew or extend the Warranty Period.

§ 5 Scope of the Warranty

- (1) For re-establishing perfect construction and suitability for use, we shall assume
 - a) The materials, wages, freight and travel costs, where a warranty case happens within 60 months or
 - b) Only costs for materials if the warranty case occurs within 60 monthsafter delivery or collection ex works and is indicated without delay.
- (2) The following shall be excluded from the scope of warranty
 - a) Natural wear of wear parts (in particular cover cloth, rolls, gas springs),
 - b) Damage due to non-intended use (in particular soft rolls on carpets), improper treatment or lack of observance of the operating instructions,
 - c) Damage due to extreme climate conditions or environmental influences (in particular acid, wetness),
 - d) Damage due to improper manipulation (in particular maintenance by non-authorized persons),
 - e) Damage due to materials provided by the user and processed by us (in particular covering materials),
 - f) Damage due to deviations from the serial version according to the user's wishes (in particular special versions: Overpainting plastics parts),
 - g) Damage due to wilful or grossly negligent action of the user,
 - h) Warranty cases where the user does not permit previous technical examination of the goods subject to the guarantee.



§ 6 Miscellaneous

This warranty statement is construed and governed by the laws of the Federal Republic of Germany with the exception of its rules on conflicts of laws and of the United Nations Convention on the International Sale of Goods. Place of jurisdiction for any dispute arising from this Agreement shall be Frankfurt am Main, unless mandatory statutory provisions indicate differently.

Worms, January 2012

Signed by the management