

BENE 5-YEAR MANUFACTURER'S WARRANTY

FOR BENE PARCS AND BENE SEATING

Bene AG ("Bene") warrants its Bene PARCS, Bene seating and upholstered furniture products for a period of five years from the date of initial purchase for the durability of materials, surface properties and functionality as well as the professional workmanship.

Warranty services

A warranty claim exists when a defect can be proven to have resulted from a failure in material, design or workmanship. During the applicable legal warranty period Bene will supply all replacement parts free of charge, incl. packaging, transportation and installation. After that period Bene warrants, at its own discretion, either to repair the product, or to replace it with a comparable one, free of charge. This guarantee does not apply to failure resulting from normal wear and tear. Any warranty service provided by Bene will not result in a suspension or interruption of the existing warranty period; nor will it represent the start of a new warranty period. The warranty is not transferable and valid only for the first buyer.

Start of warranty

The warranty period starts from the initial date of purchase. The first buyer has acquired Bene seating or upholstered furniture, or Bene PARCS, either directly from Bene, from one of Bene's subsidiaries, or from an authorised Bene dealer.

Warranty claim procedure

In order to benefit from this warranty, a written notification about the damage must be submitted to Bene immediately after it occurs, along with a copy of the invoice and a detailed description of the damage. A damage notification will be considered when submitted to Bene within the warranty period.

Warranty restrictions and exclusions

For moving parts, electrical parts, media components and monitors as well as wearing parts, the legal warranty applies exclusively.

The Bene warranty does not apply to product failure resulting from:

- damages caused by customers' gross negligence or wilful intent
- improper handling, improper use or disregard of the Bene operating instructions

- broken glass, products considered consumables (e.g. light bulbs)
- damages caused by third parties
- damages caused by unusual environmental influences
- damages caused by force majeure
- damages caused by improper maintenance or repair
- damages caused by alterations to the product requested by the customer
- damages caused by improper transportation or installation
- damages caused by normal wear and tear (e.g. for pneumatic springs, castors and covers as well as colour fastness, changes in surface finishes due to aging or exposure to UV light)
- use that exceeds 40 hours per week; up to 80 h/week shortens the warranty to 30 months, up to 120 h/week to 20 months, constant use to 12 months

Bene reserves the right to request the return of damaged warranty products before replacing them.

The liability of Bene is strictly limited to the aforementioned obligations and it is expressly provided that Bene is not liable for any consequential or incidental damages, operating or commercial losses or costs for legal proceedings.

Other conditions

If Bene rejects a warranty claim, the customer's claims for this warranty will become time-barred within six months of the receipt of Bene's declaration of refusal. This warranty is the only legal instrument that Bene recognises for defective products, parts or components, to the exclusion of any warranty granted additionally by an authorised Bene dealer. The warranty is also excluded in cases where a customer submits a claim to a Bene subsidiary or an authorised Bene dealer based on a legal or contractual warranty.

The terms of this warranty are valid until recalled.

Effective January 2012