

# BENE PRODUCT WARRANTY

BENE GmbH and affiliated companies (hereafter referred to as “Bene”) assume a voluntary warranty related to the professional workmanship and functionality of the products sold and distributed under the **Bene brand**.

The warranty period is 5 years for Bene PARCS® and for Bene seating and upholstered furniture, and 10 years for all other furniture and walls.

## Warranty services

A warranty claim exists when a defect can be proven to have resulted from faults in the material or fabrication. We warrant – at our own discretion and as reasonable from an economic standpoint – the repair or replacement (including by a comparable product) of the relevant goods. The warranty service provided by Bene does not result in a delay or interruption of the current warranty period, nor does it represent the start of a new warranty period. Warranty claims of the first buyer are not transferable.

The costs of delivery, assembly, and other transportation are not part of the warranty service, and will therefore not be assumed by Bene.

## Start of warranty

The warranty period begins on completion of the purchase agreement. The first buyer has purchased Bene brand products either directly from Bene, from one of Bene’s subsidiaries, or from an authorised Bene dealer.

## Prerequisite for the warranty service

In order to be entitled to services under this warranty, a written notification regarding 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 (e.g. photo with text). The damage notification shall be considered to have been provided in due time if it is submitted to Bene within the warranty period and is addressed to the location stated on the invoice. If the location no longer exists then the warranty claim must be directed to Bene GmbH head office.

## Warranty restrictions and exclusions

Only the statutory warranty would apply to electrical and electromechanical parts, media components, monitors, outdoor furniture, wear parts and moving parts (e.g. PIXEL). The warranty period for electrical and electromechanical parts used in the LEVEL platform is 5 years.

The warranty does not apply to any failure or defect of a Bene product due to:

- damage caused by the user themselves

- damage caused by force majeure
- improper handling or usage which is not in accordance with the intended purpose (e.g. usage outside, moisture, temperature fluctuations, etc.) or a failure to follow Bene’s instructions for operation and maintenance
- broken glass, consumables, wearing parts (e.g. light bulbs, batteries)
- damage caused by servicing or repair work carried out by staff who are not Bene-authorised expert staff
- defects or damage which arise due to a request from the customer for an alteration to the product
- improper transportation or assembly
- normal wear and tear, e.g. colour fastness (bleaching of surfaces caused by UV rays, etc.), pneumatic springs, castors, and cover and surface materials (creasing, etc.)
- materials provided by the client or customer
- usage that exceeds 40 hours per week; warranty period is reduced to 30 months for usage up to 80 hours per week and to 20 months for usage up to 120 hours per week, or to 12 months for continuous operation

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

Under the terms of this warranty, Bene is only liable for those costs directly related to correcting the error within the scope described here, and not for direct or indirect consequential damage or the cost of legal proceedings.

## Other provisions

If Bene rejects a warranty service, the customer’s claims for this warranty will lapse within six months of the receipt of Bene’s declaration of refusal. This warranty is the only legal instrument that Bene recognises, to the exclusion of other warranties that authorised Bene dealers may offer. The warranty is also invalid if the customer submits a claim to a Bene subsidiary or an authorised Bene dealer for a defect based on a statutory or contractual warranty.

These terms and conditions of warranty are valid from 1 January 2023 until they are cancelled.