

Wilkhahn Guarantee Policy

Publication date: January 1, 2024

As the guarantor, Wilkhahn Wilkening + Hahne GmbH+Co. KG ("Wilkhahn") provides the following Guarantee to customers for the Wilkhahn products listed below. Should any defects in the products occur, this Guarantee shall not restrict the end customer's statutory rights as the purchaser vis-à-vis the vendor and any entitlements arising from the German Product Liability Act (Produkthaftungsgesetz) vis-à-vis Wilkhahn as the manufacturer.

I. Scope

This Guarantee applies only to Wilkhahn products listed in this Guarantee Policy and which are used on an ongoing basis in one of the countries belonging to the European Union. The Policy covers as follows:

- The Wilkhahn task chairs, chairs, armchairs, and benches from the following product lines:
 - _Aline
 - _Asienta
 - _AT
 - _Aula
 - _Ceno
 - _Chassis
 - _Cura
 - _Decide
 - _FS-Linie
 - _FS-Management
 - _Graph
 - _IN (retroactively from May 1, 2015)
 - _Insit
 - _Intra
 - _Landing
 - _ME
 - _Metrik
 - _Modus Basic
 - _Modus Executive
 - _Modus Medium
 - _Modus Compact
 - _Neos
 - _Occo
 - _ON (retroactively from October 1, 2014)
 - _Pep
 - _Sito
 - _Sitzbock
 - _Sola
 - _Stand-Up
 - _Stütz 2
 - _Yonda
- Wilkhahn tables from the following product lines:
 - _Aline table
 - _Asienta table
 - _Confair folding table
 - _Contas
 - _Conversa
 - _Cura-Tisch
 - _Graph-Tisch
 - _Logon
 - _mAx
 - _Occo table
 - _Palette
 - _Timetable
 - _Timetable Lift
 - _Timetable Smart
 - _Timetable Shift
 - _Travis height-adjustable
 - _Versa
- Wilkhahn product ranges:
 - _Confair products (all pinboards, servers etc.)

II. Object of the Guarantee

1. Regardless of any statutory claims, Wilkhahn Wilkening + Hahne GmbH+Co. KG (Bad Münden, Germany, "Wilkhahn") guarantees that the products or parts thereof specified in this Guarantee Policy will be functional for the periods defined below from the time they leave the Wilkhahn factory in Bad Münden, Germany (guarantee period).
2. Should products or parts used under normal conditions (10 hours daily at a room temperature of 18° to 25°C and in accordance with instructions) prove to be faulty, Wilkhahn shall, at its own discretion and cost in accordance with its general terms and conditions and the following terms of the Guarantee, repair or replace such products or parts with comparable ones. The customer undertakes to enable Wilkhahn or a sales partner to inspect such products or parts beforehand. The parts or products replaced shall become Wilkhahn's property.

III. Guarantee terms

1. This Guarantee applies solely to customers who have, as end customers, purchased a product covered by the Guarantee. The Guarantee is not transferrable.
2. The Guarantee commences on the date the product or part is delivered.
3. The following Guarantee periods apply to the following product parts:
 - 5 years:**
 - Chairs: Star bases, corner knuckles, cantilever chair frames made of steel, swivel arms (except for surface damage), seat and backrest frames, seat and backrest shells, 3D mechanisms/mechanisms (functional parts)
 - Tables: Table-base and table-top bearers, uprights and beams, core panels (except for surface damage, the impact of UV light and/or signs of wear and tear), steel and aluminum underframes, release mechanism systems for folding and collapsible tables, cable ducts with movable and flexible elements, impact-resilient profiles on table top edges, connecting parts and fasteners

2 years:

- Chairs: Gas lifts, swivel-mounted columns, glides, casters, armrests (functionality), separators on cantilever chairs, backrest and seat depth adjustment, fabrics and leather, as well as foam/upholstery, two-layer padded backrests and covers. (Except for damage to the fabrics or leather caused by studs, hook and loop fasteners, or similar on jackets, pants, or shoes).
- Tables: Built-in component sets including power modules with cables and plugs, table portal hinges

1 year:

- Timetable Lift and Confair: All rechargeable battery components

4. Wilkhahn reserves the right to check whether a product is covered by the conditions in the Guarantee Policy. Wilkhahn also reserves the right to request the faulty product be returned before it is replaced. In cases where a claim under Guarantee is justified, Wilkhahn shall meet the costs of returning the product if it has explicitly agreed to do so beforehand.

5. When visiting customers to repair or replace products, Wilkhahn shall, pursuant to clause III.3 of the Guarantee Policy, charge the customer a flat rate for traveling expenses insofar as the product concerned was delivered to the customer more than two years previously and the rest of the Guarantee conditions are met. On request, Wilkhahn shall inform the customer what the flat rate for traveling expenses is. The provision in this clause shall not prejudice any of the customer's rights under the Guarantee.

IV. Exclusions from the Guarantee

1. In particular, this Guarantee does not apply to the following product components:
 - Surfaces (color fastness, structures, and colors due to different materials and batches),
 - Armrest covers made of leather,
 - Damage to the surfaces of armrests/ armrest pads due to other objects (table edges, rings, watches).
2. Guarantee claims vis-à-vis Wilkhahn due to loss of functionality because of:
 - Standard wear and tear,
 - Where instructions issued by Wilkhahn are not observed, such as instructions and guidelines regarding the use, positioning, redesign, or maintenance of the products,
 - Improper use, misuse or accident, damage,
 - Changes or alterations made to the product,
 - Usage of the products as part of a multi-shift operation
 - Fabrics and materials belonging to or provided by the customer,
 - As a result of the impact of interaction with products from other manufacturers,
 - Incorrect cleaning

V. Scope of the Guarantee

1. This Guarantee is the only legal remedy vis-à-vis Wilkhahn in the event of defective products (excluding claims arising due to product liability). Other guarantees that might be also granted to end customers by retail partners or other participants in projects or other statutory or contractual claims cannot be asserted vis-à-vis Wilkhahn unless Wilkhahn explicitly agrees to such an obligation in writing.

2. Wilkhahn's liability under the Guarantee is limited exclusively to the undertakings listed above. Further claims, in particular claims for consequential damages, indirect damage, and financial losses, are excluded under this Guarantee, unless any claims are based on manufacturer liability under mandatory law.

VI. Further provisions

1. Amendments to this Guarantee Policy are only possible in writing.
2. This Guarantee shall be processed solely via Wilkhahn. Under this Guarantee, third parties have no authority to submit statements on behalf of Wilkhahn.
3. Place of performance and venue for all disputes arising from the Guarantee Policy is Bad Münden, Germany.
4. German law applies.