framery

New Warranty Terms

- 1. Framery warrants that the Products are free from defects in material and workmanship for five (5) years from their delivery.
- 2. Notwithstanding the foregoing, the following parts or products will have a limited warranty period:
 - a. Wear parts including but not limited to gas lifts, leveling gliders, fabrics, felt, carpet, door, door seals, hinges, and locks will have a warranty period of two (2) years from the date of delivery;
 - Electronic components including but not limited to, LED lights, fans, power and USB chargers, wireless chargers, screens, motion sensors, and motor-driven height adjustment mechanisms will have a warranty period of two (2) years from the date of delivery; and
 - c. Framery Connect Sensors will have a warranty period of one (1) year from the date of delivery.
- 3. If the Products contain third-party hardware or software, those shall be subject to the warranties provided by such third parties (if any).
- 4. All software is without warranty of any kind, either express or implied.
- 5. The Purchaser needs to activate this warranty by completing the installation report form either via the Service Tool, Product's user interface, or in another form instructed by Framery or its trained installer.
- 6. If the Framery Products are sold forward, the new purchaser needs to activate the warranty by following the procedure described in Clause 5.
- 7. For this warranty to be applicable, the Product must be used indoors in normal office conditions, it must be maintained following Framery's instructions, and any dismantling or repair of the Product must be completed following the same.
- 8. If a Product is not installed by a Framery-trained installer, Framery is not obligated to fix any defects.
- 9. During the warranty period and upon the Purchaser's written request, Framery undertakes at its sole discretion to either repair, replace, or refund the price of any parts of the Products delivered which can be proved to be damaged due to bad material, faults in design, poor workmanship, or which fail to meet the Specifications. Framery may use its trained distributors or installation partners to complete the warranty service.
- 10. Any warranty service will not result in a suspension or interruption of the warranty period or start a new one.
- 11. Notwithstanding anything to the contrary, this warranty does not apply to:
 - a. normal wear and tear, including but not limited to changes in surface finishes or pilling of textiles;
 - b. use of the Products in connection with non-Framery parts, spares, or materials which have not been approved by Framery;
 - c. repairs, alterations, or customization carried out without Framery's written consent, or faulty repairs executed by others than Framery or its authorized partner; or
 - d. Products that have been moved or dismantled against Framery's instructions.
- 12. The Purchaser shall, without delay, and in no case later than twenty-one (21) days after discovering the defect which it believes may constitute a breach of warranty, notify Framery's Technical Support and Service in writing. Such notice shall consist of a duly completed Warranty Claim Form (available from Framery's Technical Support and Service) and any additional information the Purchaser and/or Framery

framery

may deem relevant. If there is a reason to believe that the defect may cause damage to person(s) or property, notice shall be given immediately after discovering the defect and may be given by phone or e-mail followed by the appropriate complete written notice as described above.

- 13. If the Purchaser fails to notify Framery of the defect within the time specified above, it shall lose its right to have the defect remedied.
- 14. The Purchaser shall provide Framery free of charge with all necessary access and other facilities and all information required to enable Framery to ascertain or verify the nature and cause of the defect claimed and to carry out its warranty obligations.
- 15. For valid warranty claims, Framery shall carry out troubleshooting, dismantling of the defective part, and/or installation of the replacement part if this, in Framery's opinion, requires special knowledge. If special knowledge is not required in Framery's opinion, Framery shall have fulfilled its obligation in respect of the defect when it delivers a repaired or replacement part to the Purchaser. If troubleshooting, dismantling, or re-installation of parts necessitates intervention in equipment other than the Products, the labor and cost incurred thereby shall be borne by the Purchaser.
- 16. To verify the validity of the Purchaser's warranty claim, Framery may need to request the Purchaser to return the part(s) that are suspected to be defective. Framery arranges transportation for the parts. However, if the Purchaser's warranty claim is unsubstantiated, Framery reserves the right to charge the Purchaser all transport and customs brokerage costs.
- 17. If the Purchaser gives notice of a defect and the defect is deemed not to be covered by the warranty, Framery shall be entitled to full compensation for the work and costs incurred.
- 18. If twenty-one (21) days after the expiration of the warranty period the Purchaser has made no specific written claim under the terms of the warranty, Framery shall be released from such warranty obligations.
- 19. FRAMERY EXPRESSLY DISCLAIMS AND EXCLUDES ALL OTHER REPRESENTATIONS, CONDITIONS, WARRANTIES, OR GUARANTEES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE (INCLUDING BUT NOT LIMITED TO COMMON LAW), ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTY SPECIFIED HEREIN IS THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY AND IN PLACE OF, NOT IN ADDITION TO, ANY OTHER REMEDY AVAILABLE AT LAW OR IN EQUITY.