

# STEELCASE CONSUMER WARRANTY

For Europe Middle East and Africa, except France, Belgium, Luxembourg, Germany, Austria, Netherlands, Spain, Portugal, UK & Ireland

**YOU CAN DEPEND ON US. OUR PRODUCTS. OUR SERVICES. OUR PEOPLE.**

This Consumer warranty applies exclusively to products purchased by Consumers from Steelcase or from Steelcase Authorized Reseller. This warranty applies only to products delivered in Europe Middle East and Africa, **except France, Belgium, Luxembourg, Germany, Austria, Netherlands, Spain, Portugal, UK & Ireland**. Without prejudice to the legal warranties provided under national law, Steelcase S.A.S. ("Steelcase") warrants that Steelcase® and Coalesse® brand products are free from defects in materials or workmanship for a period of **five (5) years** except as set forth below. The warranty is valid from the date of delivery to the original End User and is transferable for the remaining period of the warranty. End User means the Consumer acquiring a product from Steelcase or Steelcase Authorized Reseller for its own use and not for resale, remarketing or distribution. Steelcase will repair or replace with comparable product, at its option and free of charge (for materials and components) any product, part or component which fails under normal use. If repair or replacement is not commercially practicable, Steelcase will provide a refund or credit for the affected product.

## WARRANTY DOES NOT APPLY TO PRODUCT DEFECTS, DAMAGE, FAILURE OR LOSS RESULTING FROM:

- Normal wear and normal tear.
- Failure to apply, install, reconfigure, or maintain products according to published Steelcase instructions and guidelines.
- Abuse, misuse, or accident (including, without limitation, use of product in unsuitable environments or conditions)
- Alteration or modification of the product.
- The substitution of any unauthorized non-Steelcase components for use in the place of Steelcase components in an integrated product solution, including but not limited to worksurfaces, leg supports, panels, brackets, shelves, overhead bins and other integral components.

## WARRANTY DOES NOT COVER:

- Variations occurring in surface materials (e.g., colourfastness, sheen on veneer surfaces or matching grains, textures and colors across dissimilar substrates and lots).

## WARRANTY PROVIDES EXCLUSIVE REMEDIES:

Pursuant to this limited consumer warranty, if a product fails under ordinary use as a result of a defect in materials or workmanship, Steelcase will (i) repair or, at Steelcase's option, replace the affected product at no charge, with a new or refurbished product of comparable function, performance and quality or (ii) refund or credit of the purchase price for the affected product, at Steelcase's discretion, if Steelcase determines that repair or replacement is not commercially practicable or cannot be timely made.

## DEFINITIONS

- A product "defect" means an inadequacy in the materials or workmanship of the product that (i) existed at the time when you received the product from Steelcase or from a Steelcase Authorized Reseller and (ii) causes a failure of the product to perform under ordinary use in accordance with the materials and documentation accompanying the product.
- An "ordinary use" means use of the product (i) in conformance with all applicable local, state, federal or national laws, codes and regulations (including without limitation building and/or electrical codes) and (ii) in accordance with manufacturer recommendations and/or instructions in the materials and documentation accompanying the product.
- A "Steelcase Authorized Reseller" means any dealer that (i) is duly authorized by Steelcase to sell the product, (ii) is legally permitted to conduct business in the jurisdiction where the product is sold, and (iii) sells the product new and in its original packaging.
- A "Consumer" means any individual client who acts for its own use and for purposes that are outside its trade, business, craft or profession.
- "Initial proof of purchase" means the original invoice or order acknowledgement issued by Steelcase or a Steelcase Authorized Reseller.

Steelcase reserves the right to request that the damaged product be returned prior to granting a remedy.

WITHOUT PREJUDICE TO THE LEGAL WARRANTIES PROVIDED UNDER NATIONAL LAW, THIS LIMITED CONSUMER WARRANTY IS THE SOLE REMEDY FOR PRODUCT DEFECT AND NO OTHER EXPRESS OR IMPLIED CONTRACTUAL WARRANTY IS PROVIDED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. STEELCASE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES.

#### **WHAT TO DO IF YOU WANT TO MAKE A WARRANTY CLAIM?**

To make a claim under this warranty, please bring the initial proof of purchase and contact the Steelcase Authorized Reseller from whom the product has originally been purchased.

#### **LEGAL PROVISIONS**

Independently of the present commercial warranty provided by Steelcase S.A.S. Espace Européen de l'Entreprise, 1 allée d'Oslo, 67300 Schiltigheim, the legal warranty of conformity to the contract referred to in articles L 211-4, L 211-5 and L 211-12 of the French Consumer Code as well as the warranty for hidden defects referred to in articles 1641 to 1649 of the French Civil Code apply.

Article L 217-4 of the French Consumer Code: "The seller is required to deliver goods that conform to the contract and is responsible for any defects in conformity that exist at the time of delivery. He is also responsible for defects in conformity resulting from the packaging, the assembly instructions or the installation when the latter has been put at his charge by the contract or has been carried out under his responsibility."

Article L 217-5 of the French Consumer Code: "To be in conformity with the contract, the goods must: 1° Be suitable for the use normally expected of similar goods and, where applicable: - correspond to the description given by the seller and possess the qualities that the seller has presented to the buyer in the form of a sample or model; - have the qualities that a buyer may legitimately expect in view of the public statements made by the seller, the producer or his representative, particularly in advertising or labelling; 2° Or have the characteristics defined by mutual agreement between the parties or be fit for any special purpose sought by the buyer, brought to the seller's attention and accepted by him."

Article L 217-12 of the French Consumer Code: "The action resulting from the lack of conformity is prescribed by two years from the delivery of the goods."

Article L 217-16 of the French Consumer Code: "When the buyer asks the seller, during the course of the commercial warranty granted to him at the time of the acquisition or repair of a movable good, for a repair covered by the warranty, any period of immobilization of at least seven days shall be added to the duration of the warranty that remained to run. This period runs from the date of the buyer's request for intervention or from the time the item in question is made available for repair, if this availability is subsequent to the request for intervention."

Article 1641 of the French Civil Code: "The seller is bound by the warranty for latent defects in the thing sold which render it unfit for the purpose for which it was intended, or which diminish this use to such an extent that the buyer would not have acquired it, or would have paid a lower price for it, if he had known of them."

Article 1648, paragraph 1 of the French Civil Code: "The action resulting from redhibitory defects must be brought by the buyer within two years of the discovery of the defect."