



## Warranty

*EXTREMIS NV, a company under Belgian law, whose registered office is at Couthoflaan 20B, 8972 Poperinge (hereinafter referred to as “EXTREMIS”), offers and manufactures innovative, ecological furniture, preferably in accordance with sustainable development methods.*

All the products are sold to professional customers (hereinafter “Customer”) and shall be delivered with a factsheet and a warranty based on the following terms. This warranty is personal and may not be sold or transferred to a third party.

### 1. Product conformity

EXTREMIS guarantees that its products will be supplied in accordance with the technical specifications. The product is considered to be compliant if it matches the description provided by Extremis.

It shall be incumbent on the Customer to check the delivered products and, as the case may be, to communicate any remarks to Extremis in conformity with the conditions as described below. In the absence of remarks, the products delivered shall be considered to have been delivered conform to the terms of the agreement. No remark by the Customer shall be accepted with regard to any non-conformity in colour that has been already noted in the price offer or other communication with the Customer (e.g., without limitation, resulting from the structure of the wood, the effects of the wood’s exposure to light, or in the case of fabrics).

Any remark concerning the conformity of the products or visible defects should be communicated by e-mail to Extremis at the latest five working days after the delivery of the products and substantiated by photos that show the non-conformity or visible defects in question.

Any resale or use of the products by the Customer shall deprive the latter of his future right to make any remarks concerning their conformity. The warranty does not cover defects or any loss of products arising as a result of their transport or storage by the Customer, or of their storage by Extremis after the initial delivery date due to their delayed collection by the Customer. The remarks submitted by the Customer shall not permit the latter to default on his payment obligations with respect to the delivered products.

After thirty calendar days following delivery of the products, no legal procedure can be instituted by the Customer on the grounds of non-conformity, while legal action within this time limit can be brought only in so far as the remarks have been formulated and forwarded within the specified time limit of five working days, duly accompanied by photos in evidence. Following the expiry of this term, the Customer shall no longer be able to invoke any kind of non-conformity of the products or resort to any non-conformity as a defence vis-à-vis Extremis during legal proceedings.

### 2. Latent defects

By latent defects is meant production faults that render any normal use of the product impossible and that remained hidden from the Customer prior to his making use of the product (“Latent Defects”). Extremis shall remedy the Customer for Latent Defects as provided for under point 3. of this warranty, under the following conditions:

- The warranty is only valid for products that have legitimately been acquired by the Customer;



- The warranty does not cover defects and thefts occurred during the transport or the storage of the products on the Customer's premises, or during their storage with Extremis following the initial delivery date due to the delayed collection by the Customer;
- The warranty does not cover any damage to the products resulting from any negligence, abnormal usage of the products or usage that is contrary to the user instructions that are handed to the Customer at the time of their purchase;
- The warranty does not cover the faulty maintenance, cleaning and care of the products, i.e. the maintenance, cleaning and/or care that is carried out contrary to the instructions of the manufacturer. The Customer can at any time consult the Extremis website ([www.extremis.com](http://www.extremis.com); on which instruction videos are available) or, request further information concerning the maintenance, cleaning and care of the products from Extremis, which will readily provide such information. Should the Customer neglect to consult the website of Extremis or request the maintenance, cleaning and care instructions and, hence, cause damage to the products because of faulty practices, Extremis can not be held accountable under its warranty for Latent Defects;
- This warranty does not cover the exposure of the products to chemicals and/or any harmful liquid, including but not limited to alcohol;
- This warranty does not cover the fading of the colours of the product resulting from the exposure to sunlight;
- The warranty does not cover the faulty installation by the Customer or by a third party acting on his request, nor shall it cover repair works performed by the Customer himself or by a third party acting on his request.
- The warranty term for the products is limited to two years following their delivery date.
- The Latent Defect needs to be communicated to Extremis by e-mail within five working days following its being noticed and the complaint must be supported by photos that provide visual evidence of the presence of the Latent Defect. Failing submission of such evidence, Extremis shall not treat the complaint and it shall remain without cause.
- In the event the Customer has outstanding debts, Extremis shall be entitled to suspend its warranty obligations vis-à-vis the Customer until receipt of full payment of the outstanding indebtedness.

### **3. Warranty**

In the event of a non-conform delivery, when a visible or Latent Defect is effectively noticed by Extremis, and the conditions for intervention under this warranty coverage are fulfilled, the warranty of Extremis shall consist of the following, which Extremis can freely choose from:

- the repair of the products at the premises of the Customer; or
- replacement of the defective parts; or
- replacement of the entire product; or
- crediting (part) of the invoice relating to the non-conform or defect product.

Whereby:



- The aforementioned choice of Extremis is free and no claims can be made by the Customer if the choice made does not correspond to the remedy desired by the Customer.
- The Customer can only request to remedy the defects, without being entitled to claim any compensation or termination of the agreement in consequence;
- The products may only be returned when repair work on location proves impossible or would take an inordinate length of time. The costs for the return of the product or the shipment of the parts needed to remedy the defects shall be borne by Extremis, but no single return of products by the Customer will be allowed without prior written approval by Extremis. Only a carrier chosen by Extremis shall be permitted to carry out the return transport. By disregarding the aforementioned, the Customer shall forfeit his right to the warranty.
- If the products were returned to Extremis in accordance with the aforementioned provisions and the non-compliance is not recognised, the Customer will be informed within a reasonable time and the product will be returned to the Customer at his expense. The product may be sent to him following payment of the transport costs already incurred and the future transport costs. After a period of sixty (60) days has expired since the Customer was informed that the claimed non-conformity or defect is not recognised, and if there is no reaction on the latter's part, Extremis may take possession of the unclaimed product.
- The costs associated with any repair, namely (and without being limitative) any accommodation and/or transportation costs, working hours, etc.... shall be borne by the Customer. The warranty covers only the new parts necessary for repair. Only a person selected by Extremis shall be allowed to carry out the repair work. By disregarding the aforementioned, the Customer shall forfeit his right to the warranty

#### **4. Liability**

Without prejudice to the guarantee on non-conformity and Latent Defects as set out in this warranty, Extremis shall only be held liable in cases of fraud, intentional or grave error.

Extremis shall solely be held liable for direct damage. Extremis shall never be liable for indirect damage, including but not exclusively consequential damage, lost profit, missed savings, and damage to third parties. In any event, Extremis' liability for any damage, the maximum liability of Extremis is always limited to the invoice value of the Customer's order, or to the part of the order that the liability concerns.

The Customer shall hold Extremis wholly free and harmless against any and all possible claims lodged against the latter by third parties.

#### **5. Law applicable to the warranty**

This Warranty is governed by the laws of Belgium.



## 6. Contact details

The products are made by

**EXTREMIS NV**, Couthoflaan 20B, 8972 Poperinge, Belgium

For all returns, questions or requests relating to the warranty, please contact Extremis at the following email address: [info@extremis.be](mailto:info@extremis.be)

