

Service conditions

(Dauphin group – July 2023)

1. General Terms and Conditions of Business

The deliveries and services which you have ordered and are to be provided by us shall be provided exclusively on the basis of the Terms and Conditions of Delivery («T & C's») of the Dauphin-Group for contracts with enterprises (B2B). You can find the T & C's on the internet at http://www.dauphin-group.com/AGB/Terms_and_Conditions_GB.pdf

2. Modifications of order

Changes to orders including postponements can only be considered if this is still possible and is confirmed by us in a written form. If the products are already being manufactured, we shall charge the contractually agreed remuneration minus the saving in expenditure, but at least 30 % of the gross value. In the case of sample chair orders, orders with a shorter delivery time compared to our standard delivery time (including spare parts and upholstery), and orders involving third-party collections (e.g. with customers own fabric or material), changes to the order are not possible.

3. Delivery

- 3.1** All deliveries are Ex Works Dauphin HumanDesign® Group GmbH & Co. KG, Offenhausen, Germany (EXW according to Incoterms 2020).
- 3.2** The transportation packaging normally used:
400 packaging units = 1 x 20' container = 27 m³

4. Model specifications

All of our models are available exclusively with the specifications described in this price list. Our products are subject to continuous further development. We reserve the right to make changes to our products for reasons of technical progress or product improvement.

5. Special versions

Special versions shall be charged at effective cost required to make them.

6. Wood

Special colours can be provided on request for a surcharge per order and per chair following submission of a wood colour sample. Deliveries shall be made within the standard delivery time after the sample has been approved.

7. Embroidery on textiles and leather

Company logos can be embroidered on fabric or leather based on the digital data specification to be provided by the customer. The additional expenses shall be charged at cost depending on the design.

8. Internet, Partner Portal

Information and downloads to help with sales are available on our websites (e.g. www.dauphin.de, www.trendoffice.com, www.zueco.com) and on the partner portal. You can use the images, product data sheets and certificates provided there to put together quotations and presentations.

9. Customer Service

Our customer service department will be delighted to assist you with repairs and orders for replacement parts. In order to be able to deal with your enquiry as quickly as possible, we ask that you use the customer service form on the website www.dauphin-group.com (**Services section**). Please always use the form on the website to submit your request for a repair or customer service order with the details of the product (e.g. label on the bottom of the seat or below the panel on the bottom of the seat or under the table top) and the description of the defect (including pictures). If you do not provide the above details, we will be unable to process your request and reserve the right to refuse to provide a service.

All stated prices are plus statutory VAT.

Errors and modifications excepted.

Conditions of Manufacturer's Guarantee

(Dauphin group – July 2023)

1. Liability for material defects

The current valid *Terms and Conditions of Delivery* («T & C's») of the Dauphin-Group for contracts with enterprises (B2B) shall apply to deliveries of products from Dauphin to enterprises. You can find the T & C's on the internet at

http://www.dauphin-group.com/AGB/Terms_and_Conditions_GB.pdf

Liability for material defects and any other liability are conclusively regulated in the T & C's.

2. Manufacturer's Guarantee

In addition to the liability for material defects, Dauphin grants a Manufacturer's Guarantee on the products from the brands Züco, Dauphin, Dauphin Industry and Trendoffice to the contractual partner that entered into a delivery contract with Dauphin for Dauphin products in accordance with the provisions which are set out below. The rights arising from this Manufacturer's Guarantee shall not be transferred to third parties.

2.1 Guarantee period

The guarantee period shall begin with the passing of risk in respect of the product to the contractual partner in accordance with section 8 of the T & C's. The guarantee shall apply for a period of 5 years. If the products are used for more than 8 hours per day (1-shift operation), the guarantee period shall be reduced in accordance with the figures given in the following table:

useful life		warranty period in months
1-shift operation	(220 working days/year with 8 h/day)	60
2-shift operation	(220 working days/year with 16 h/day)	30
3-shift operation	(220 working days/year with 24 h/day)	20*
permanent operation	(365 working days/year with 24 h/day)	12*

*note: any claims based on liability for material defects are not affected by the reduction of the guarantee period to 20 or 12 months and apply regardless of this guarantee.

A guarantee period of 60 months from the date when risk was transferred applies to products which are explicitly intended for permanent operation (24h-executive swivel chair).

2.2 Services provided under the terms of Guarantee

The services provided by Dauphin under the Conditions of Manufacturer's Guarantee are conclusively as follows:

- the spare parts which are necessary in order to eliminate any faults shall be supplied free of charge (this includes shipping and packaging)
- a mobile customer-services team shall repair the products on the premises of the contractual partner or its customer («end user») in Germany.

warranty period (month)	spare parts	shipping and packaging	customer service travel costs	customer service labour costs
0–24	free of charge	free of charge	free of charge	free of charge
25–60	free of charge	free of charge	60,- €	60,- €/hour

The provision of services under the guarantee shall not result in any extension of the guarantee period and also not result in any new guarantee period for replaced or rectified parts. Once the respective guarantee period has expired, no more services shall be provided under the guarantee. All original parts that were replaced as part of the provision of services shall become the property of Dauphin. The new parts or replacement parts shall become the property of the customer.

2.3 Value limit

Services under the Conditions of Manufacturer's Guarantee in accordance with the above table shall be provided only if the value of the part to be replaced as per the current spare part price list does not exceed EUR 500 gross (excl. VAT). Where values exceed this figure, Dauphin shall invoice in full any services provided under the guarantee. If the contractual partner is able to demonstrate that the service was to be provided in accordance with the Conditions of Manufacturer's Guarantee, Dauphin shall subsequently issue a credit note to the value of this invoice amount.

2.4 Claiming on and Exclusion of the Warranty

The requirement for making a claim under this warranty is that the product in question has been properly assembled in accordance with the operating and assembly instructions (product package insert or website).

To make a claim under the warranty, the contractual partner must provide written notification via the contact form on the website www.dauphin-group.com within a cut-off period of four weeks from the time when the defect was detected or ought to have been detected,

specifying the product (e.g. label on the bottom of the seat or below the panel under the seat, under the table top), the proof of purchase and the description of the defect (including pictures).

To make a claim under the warranty, the contractual partner must also report the defect promptly so that no consequential damage occurs. No liability is accepted for consequential damage.

At the request of Dauphin Customer Service, the product must be sent to Dauphin to perform warranty services in its original (or equivalent) packaging; the travel by the Customer Service team to carry out services on site shall be charged.

At Dauphin's request, the contractual partner shall provide evidence that the prerequisites for warranties are met. If Dauphin is able to prove or there is an objectively justified suspicion that these prerequisites for claiming under the warranty are not met, Dauphin may refuse the warranty, unless the contractual partner can demonstrate that the prerequisites mentioned above are met.

The warranty services shall be excluded in cases, for example, of inappropriate handling or interventions/maintenance by third parties, non-designated use, extreme climatic conditions, materials that are provided by the customer, and a failure to provide notification of the commission number. A definitive overview can be found on the following website www.dauphin-group.com (T & C's section).

2.5 Consequences in the Event of an Unjustified Warranty Claim

If the contractual partner registers a defect as a claim under the warranty, but the prerequisites are not met for providing this voluntary warranty or incorrect details have been provided, the costs resulting from shipping or transporting the product must be paid by the contractual partner itself. In addition, the contractual partner must pay the costs, including any labour costs, that Dauphin may incur for disassembling, inspecting or returning the product.

If the contractual partner, after receiving notification that the warranty does not apply and about the costs that the repair is expected to incur, still wants the repair to be carried out, it must pay the costs of the replacement parts and the labour costs itself.

If the product did not have the defect that is the subject of the complaint when it was delivered, Dauphin shall decide in each individual case whether the defect shall be fixed as a goodwill gesture. In this case, the contractual partner has no legal entitlement for the defect to be fixed.

2.6 Limitation Period

The warranty claim shall lapse when the warranty period expires. If a claim has been lodged within the warranty period in accordance with the requirements set out above, but the warranty service that Dauphin is obliged to provide has not yet been provided, the limitation period shall cease until the service has been provided.

2.7 Disclaimer

Under the warranty, Dauphin shall not be liable for financial losses, downtimes, leased or rented devices, travel expenses, lost profit or similar; Dauphin's liability is limited to the purchase value of the product.

2.8 Ancillary Agreements

There are no verbal ancillary agreements. Ancillary agreements in writing shall only be binding if they are from the Head of Quality Management.

2.9 Place of jurisdiction

The exclusive place of jurisdiction for all disputes arising from the Manufacturer's Guarantee shall be Nuremberg, Germany.

2.10 Applicable law

This *Manufacturer's Guarantee* shall be subject to the law of the Federal Republic of Germany. The application of the *United Nations Convention* on contracts for the *International Sale of Goods* dated 11 April 1980 shall be excluded.

All stated prices are plus statutory VAT.

Errors and modifications excepted.