

## CIRCULAR BY STEELCASE REMADE WARRANTY

### 1. Preamble

Steelcase GmbH (hereinafter "Steelcase") has developed a program called "Remade" in response to a request from its customers to adopt a more sustainable management of their products. The program aims to remanufacture Steelcase Seating Products according to the following process.

Steelcase guarantees that every Remanufactured Product:

- Has undergone a diagnosis to assess its form, functionality and aesthetics;
- Has undergone an industrial remanufacturing process with the integration of new parts and components to restore its initial level of performance and quality;
- Has been fully tested;
- Has undergone a complete cleaning and inspection process;
- Has undergone a final functional and visual inspection;
- Has been carefully packed for protection during transport;

The Remade program is offered for sale by Steelcase directly or through the network of Authorized Steelcase Dealers.

### 2. Definitions

- **"Initial Purchaser"** means the professional customer who acquires the Product from Steelcase or an Authorized Steelcase Reseller for their own use, to the exclusion of any resale, remarketing or distribution.
- **"Secondary Purchaser"** means the professional customer who acquires the Remanufactured Product from Steelcase or an Authorized Steelcase Reseller for their own use, to the exclusion of any resale, remarketing or distribution.
- **"Normal Conditions of Use of a Product"** means the use of the Remanufactured Product in compliance with (i) all applicable laws and regulations (including, without limitation, regulations applicable to construction and/or electrical installation) and (ii) in accordance with the manufacturer's recommendations.
- **"Product"** means the following products: Please, Reply, LetsB (V2), Think (V2), Eastside and Qivi.
- **"Remanufactured Product"** means a used product collected by Steelcase or by an Authorized Steelcase Reseller, then submitted to the remanufacturing process of the Remade program, the steps of which are described in Article 1.
- **"Authorized Steelcase Dealer"** means any dealer (i) duly authorized by Steelcase to sell the Product, (ii) and legally authorized to carry on business in the territory where the Product is sold.

The purpose of the present document is to define the terms and conditions of the warranty for Remanufactured Products.

### 3. Warranty terms

**3.1** This Remade warranty applies to Remanufactured Products delivered in Germany, Austria, German-speaking Switzerland and Netherlands.

Without prejudice to the legal warranty provided by German law, Steelcase warrants that the Remanufactured Products are free from defects in materials, parts, components or workmanship for a

period of five (5) years. This warranty is valid from the date of delivery of the Remanufactured Product to the Secondary Purchaser. It is not transferable to a third party.

**3.2** The original Steelcase manufacturer's warranty is no longer valid for Remanufactured Products and is replaced by this Remade warranty. As an exception, in the event that the Remanufactured Product is (i) delivered by Steelcase to the Initial Purchaser of such product and (ii) covered by the Steelcase global warranty, the Initial Purchaser will continue to benefit from the lifetime warranty on certain parts or components that may have been granted to him at the time of the initial sale of the Product.

**3.3** Steelcase undertakes to repair or replace the Remanufactured Product, part or component which fails under normal conditions of use. In particular, it undertakes under the following conditions to:

- (i) Repair the Remanufactured Product free of charge;
- (ii) Make a refund or issue a credit of the purchase price of the Remanufactured Product if, at Steelcase's discretion, repair or is not possible or cannot be made in time.

### **3.4 Exclusions**

The warranty does not cover:

- I. The following specific materials and components:
  - Electrical or electronic components ;
  - Products considered by Steelcase as consumables (e.g. batteries, lamps);
  - Variations in coating materials (e.g. colorfastness, patina of cabinet surfaces or matching of grain, texture and color in dissimilar substrates or batches).
- II. Product defects, damage, breakage or loss related to :
  - Normal wear and tear;
  - Applying, installing, reconfiguring or maintaining the Remanufactured Product without following the instructions and guidelines published by Steelcase;
  - Abuse, misuse or accident (including, but not limited to, use of the Remanufactured Product in an unsuitable environment or under unsuitable conditions);
  - Alteration or modification of the Remanufactured Product;
  - In an application or product integrating different products or components, to the substitution of a Steelcase component by a non-Steelcase and non-approved component, including but not limited to: worktops, legs, panels, fastening interfaces, shelves, storage above the workstation, and other integrated components or products;
  - Moving the Remanufactured Product outside Germany, Austria, German-speaking Switzerland and Netherlands.
- III. Coverage for all indirect damage to property.

### **3.5 Warranty processing**

To make a claim under this warranty, please have proof of purchase of the Remanufactured Product and contact Steelcase GmbH, Brienner Straße 42, 80333 München, Germany, Tel +49 (0) 8031 4050, or the Steelcase Authorized Reseller from whom the Product was originally purchased.

Steelcase reserves the right to request the return of defective Remanufactured Product before remedying the defect.

### **3.6 Applicable law - dispute**

These terms and conditions are governed by German law.

In the event of a dispute, the Initial or Secondary Purchaser may first contact Steelcase to seek an amicable solution.

IN THE ABSENCE OF AN AMICABLE SETTLEMENT, ANY DISPUTE, CONTROVERSY OR DIFFICULTY OF ANY NATURE ARISING IN THE CONTEXT OF THE RELATIONSHIP BETWEEN STEELCASE AND THE INITIAL OR SECONDARY PURCHASER, IN PARTICULAR THOSE RELATING TO THE PRESENT TERMS AND CONDITIONS, SHALL BE FINALLY AND EXCLUSIVELY SETTLED BY THE COMPETENT COURTS OF MUNICH.