

# Product Warranty Policy

Effective: May 1<sup>st</sup>, 2021

## 1. Our commitment to Product Quality

This BuzziSpace Product Warranty Policy applies to products manufactured after May 1<sup>st</sup> 2021. For products manufactured before this date, the warranty period is two (2) years.

In accordance with the following warranty terms, BuzziSpace N.V., BuzziSpace Manufacture B.V. and BuzziSpace Inc., hereinafter referred to as BuzziSpace, guarantee – over a warranty period of either 1, 2 or 5 years as of date of receipt – that products made by BuzziSpace or its suppliers do not have any manufacturing or material defects when used as intended.

In this Product Warranty Policy, the terms "us", "we", "our" and similar terms refer to BuzziSpace, and a "purchaser" or "buyer" refers to the customer who purchases a BuzziSpace product.

## 2. General Terms

This Product Warranty Policy extends solely to Purchasers and it is not assignable or transferable in whole or in part, and any other assignment or transfer will be void.

All determinations regarding the scope, applicability and interpretation of this Policy, including without limitation the satisfaction of and compliance with any of its conditions and requirements, will be made solely by BuzziSpace, and all such determinations will be final, non-appealable and binding to all persons.

All BuzziSpace products are intended to be used for no more than 40 hours a week. For seating products, such use is by individuals up to 325 lbs (147,72 kg).

#### 3. Covered Products

This Policy applies to new products manufactured by BuzziSpace or its suppliers, as from 01/05/2021 date of receipt (Delivery date) that are sold to a Purchaser or Dealer by BuzziSpace or a Dealer.

EXW customers will be responsible of the goods as from the pickup from BuzziSpace warehouse.

Covered Products also include new products manufactured by a company other than BuzziSpace with a sub-license contract or third party suppliers after May 1<sup>st</sup>, 2021. The warranty period might vary depending on the product purchased, please refer to section 7 "Applicable Warranty Periods" of the actual document. For products manufactured on or before May 1<sup>st</sup>, 2021, the warranty period is 2 years from the date of receipt.

The following products are excluded from the definition of "Covered Product" and therefore, not covered by this Product Warranty Policy:

 a) The customer's own material (COM), or any material specified by the Purchaser that is not included in BuzziSpace Portfolio. COM materials will be covered by their own supplier's warranty. Covered Products with COM material will only have 1-year warranty;



- b) Custom Made products, meaning products that differ from the standard BuzziSpace products collection, even small modifications are excluded from the actual Warranty Policy. Custom Made products have one (1) year warranty;
- c) Consumable items, such as bulbs or lamps. Those items will have the warranty specified by the third party from whom BuzziSpace purchases the part to integrate it into a finished product or resale it directly to a BuzziSpace' customer;
- d) Other than BuzziSpace Collection products not manufactured by BuzziSpace as described above, any item manufactured by a third party from whom BuzziSpace purchases the item for resale without incorporating it into a BuzziSpace product as a component or part (in those situations, BuzziSpace will assign to the purchase any warranty that the manufacturer provides, to the extend the warranty is assignable);
- e) Prototypes, samples, mock-ups or any other development or under development products. Those products are sold "AS-IS" and without any representation or warranty, expressed or implied.

In addition to the above, please note that some suppliers, for instance, fabric or wood suppliers, as well as BuzziSpace' fabrics and finishes, update periodically their products to maintain the market appeal of our products and respond to the demands, trends and changing preferences of our customers. As a result, some colors and/or finishes may be discontinued before expiration of the Applicable Warranty Period. In those cases, BuzziSpace will not be able to replace the exact product, but could offer a similar finish. In those cases, a refund of the purchase price will never be considered.

## 4. Covered Problems

Subject to the terms of this Product Warranty Policy, BuzziSpace warrants to Purchasers of a Covered Product that the Covered Product, at the time of purchase, will be free of any defect in design or workmanship that materially impairs or prevents the performance or functionality of the Covered Product; for seating products, such use is by individuals up to 325 lbs (147,72 kg).

In this Product Warranty Policy, normal use means use of a Covered Product in accordance with all of the following:

- a) BuzziSpace standard instructions, guidelines, recommendations and installation manuals for that Covered Product;
- b) Installation and/or mounting of Covered Products shall be performed by certified parties;
- c) If the Covered Product is part of the BuzziSpace Portfolio and not manufactured by BuzziSpace, then the applicable manufacturer's standard instructions, guidelines, recommendations and installation manuals for that Covered Product; and
- d) Applicable laws, rules, regulations and ordinances.

BuzziSpace will supply all parts and labor related to the repair to return the product(s) back to full use, if defects appear under proper use, proper installation and/or mounting, care and maintenance by the customer, and which arise solely from faulty materials or workmanship. BuzziSpace will take care of the pick-up and re-delivery of the product(s) that cannot be serviced or repaired onsite. New or replacement parts used to repair a product under warranty are only covered to the end date of the original warranty. No warranty extensions will be considered in



any case. Please see our <u>Care & Maintenance Manual</u> for more information, it is also available on the website.

#### 4.1. Qualifications

- a) This warranty is applicable to products dispatched by BuzziSpace onwards;
- b) This warranty applies to the original owner/buyer of the product only;
- c) All claims under this warranty must be communicated in writing to BuzziSpace or a Dealer;
- d) BuzziSpace reserves the right to determine the cause of a claim and the correct action(s) required to address any claims under this warranty;
- e) Unauthorized servicing immediately implies that the product(s) are no longer considered a Covered Product and therefor, any warranty will be null and void;
- f) Financial reimbursement will not be paid for any work carried out by an unauthorized third party.

### 4.2. Exclusions

A defect excludes, and BuzziSpace will not have any responsibility or liability for, the following:

- a) Normal wear and tear or user abuse;
- b) Any damage, wear or failure of the Covered Product that is caused by improper use, installation, mounting, care and/or maintenance of the Covered Product or by an act or other event outside of BuzziSpace reasonable control;
- c) Natural variation of color, grain or texture found in wood, leather, moss and natural products;
- d) Natural aging of materials such as wood, fabric, leather and moss which results in colors changing over time or during use;
- e) Third party fabrics, foams and laminated board (HPL and LPL), or other third party supplied products: all will be covered by their own supplier warranty (please refer to section 3 a));
- f) Change in color (including fading) or other surface effects arising from water, heat and/or direct sunlight: these sources can have a damaging effect on most surface materials;
- g) Dye lot variations in fabric, leather or wall coverings, such as BuzziSkin and BuzziFelt;
- h) Claims for any other associated costs from the user;
- i) Any damage, wear or failure of the Covered Product caused by the integration or use of any non-BuzziSpace materials, components, devices or other products into or with any Covered Product.

#### 5. Available Remedies

If a customer makes a valid claim under this Product Warranty Policy for a Defect on a Covered Product, BuzziSpace, at its option, will either:

- a) Repair the product at BuzziSpace' cost;
- b) Replace the product at BuzziSpace' cost with a new or refurbished product with comparable function and performance;



c) Refund or credit the purchase price of the product (excluding taxes, duties, fees and other amounts).

All repair and replacement work will be performed by BuzziSpace or a third party authorized by BuzziSpace to perform the specific repair or replacement work related to the defect. Any repair or replacement work performed by any other person or organization will void this Warranty. BuzziSpace will not be responsible for any additional cost the Purchaser makes relating to repair or replacement of a product due to a defect.

## 6. Applicable Conditions

All the following conditions must be fulfilled to make a valid claim under BuzziSpace' Product Warranty Policy for a defective product:

- a) In case of visible defects, the Purchaser must notify BuzziSpace in writing of the defect within five (5) days after the good's reception; for non-visible or hidden defects, he/she must notify BuzziSpace within 15 days after the purchaser first identifies or notices the defect;
- b) The Purchaser must inform BuzziSpace, in any event, no later than three (3) business days after the last day of the applicable warranty period, meaning that no claims will be accepted after 3 days of the Product Warranty's expiration date;
- c) The Purchaser must provide the original BuzziSpace Order Confirmation and Invoice, and have fully complied with all instructions, requirements and directions provided by BuzziSpace regarding the inspection, preservation or safeguarding of the product and the transportation and delivery of the product to BuzziSpace;
- d) All prior repairs (if any) of the Covered Product must have been performed by BuzziSpace or by a third party authorized by BuzziSpace;
- e) The repair of the affected product(s) must be performed by BuzziSpace or a third party authorized by BuzziSpace in order to perform the specific warranty-repair work;
- f) At all times, the product(s) must have been located in a building that is dry, fully closedin and protected from the natural elements; adequately heated, ventilated and air conditioned to maintain an internal temperature between 40°F and 90°F (4°C and 32°C) and relative humidity levels between 25% and 55%. For outdoor furniture, the warranty period is two (2) years, as previous conditions cannot be always fulfilled;
- g) The product(s) must not have been modified, and the Purchaser must have used, installed and maintained the product in full conformity with all BuzziSpace' written specifications, instructions and guidelines regarding use, installation, care and maintenance;
- h) If the product(s) is replaced or its purchase price is refunded, all bills of sale, assignments, releases, consents, approvals and other documents and/or actions required by BuzziSpace to assign and transfer to BuzziSpace sole and exclusive title in the product, free and clear of all liens, claims and encumbrances, must have been executed, delivered and/or made, as applicable; and
- i) All other conditions and requirements in or arising under this Product Warranty Policy, applicable law or a written agreement between BuzziSpace and the purchase, must have been fully satisfied.



## 7. Applicable Warranty Periods

The current BuzziSpace Product Warranty Policy applies to all products listed in the updated price list available on the website. There are three (3) Applicable Warranty Periods, 1 year, 2 years and 5 years. A Covered Product's Warranty period begins on the Covered Product's reception date and ends on the expiration of the time period identified below for that particular Covered Product. Moreover, the warranty period will automatically terminate in case the Purchaser ceases to solely own, possess, control and use the product(s), and of course, in case of any, even small or simple modifications, not authorized by BuzziSpace in written.

Five (5) years: The following Covered Products have a 5-year warranty period:

Product	Category	Warranty Period	
BuzziBooth**			
BuzziCee			
BuzziHive**			
BuzziHood**			
BuzziHug**	Acoustic Furniture		
BuzziNest Booth***			
BuzziNest Pod***			
BuzziTemp**			
BuzziVille**			
BuzziBack			
BuzziBlox			
BuzziBoard			
BuzziCactus			
BuzziCloud			
BuzziDesk			
BuzziDesk Cross			
BuzziDesk FlipFlop		5 years	
BuzziDesk Split			
BuzziDonut			
BuzziFalls			
BuzziFalls Standing			
BuzziFree	Acoustic Solutions		
BuzziFrio			
BuzziFrontDesk			
BuzziKey Soft			
BuzziLand			
BuzziLoose			
BuzziPlant			
BuzziPleat			
BuzziShield Pendant			
BuzziTab Soft			
BuzziTile			
BuzziTotem			



BuzziTube		
BuzziWings		
BuzziWrap Desk		
BuzziWrap FrontDesk		
BuzziBox		
BuzziBox Travel	Accessories	5 years
BuzziFix for BuzziDesk Family		
BuzziBracks		
BuzziHub		
BuzziHub Table	Furniture	
BuzziMirage	Furniture	
BuzziNordic ST400		
BuzziPlank		
BuzziMe	Seating	
BuzziMe Low	Jeuling	

*Two (2) years:* The following Covered Products have a 2-year warranty period:

Product	Product Category		
BuzziRing**	Acoustic Furniture		
BuzziSpark	Accossic Formiore		
BuzziBell*			
BuzziChandelier			
BuzziCone			
BuzziDome*			
BuzziFez*			
BuzziHat*			
BuzziJet			
BuzziJet Standing			
BuzziLight			
BuzziMoon LED			
BuzziMoon Oval LED		2 years	
BuzziPleat LED	Acoustic Lighting		
BuzziProp LED			
BuzziProp Beam LED			
BuzziShade Pendant M/L (LED)			
BuzziShade Pendant M/L Retro			
BuzziShade Pendant XL/XXL			
BuzziShade Standing Retro			
BuzziShade Square LED			
BuzziShade Square Beam LED			
BuzziShield LED			
BuzziTrom LED			
BuzziZepp LED			

**BuzziSpace HQ** 

Groeningenlei 141 2550 Antwerp, Belgium T +32 3 846 10 00 F +32 3 846 10 01



BuzziBlinds BuzziBlinds Classic BuzziClipse BuzziDish BuzziFelt BuzziGrid BuzziGrip BuzziMood BuzziPlanter BuzziPod BuzziScreen BuzziScreen Mix BuzziShield Desk BuzziShield Free BuzziShield Free BuzziShield Hook BuzziTripl Desk BuzziTripl Desk Split BuzziTripl Home BuzziTripl WrapDesk BuzziTripl WrapDesk BuzziZepp BuzziZone	Acoustic Solutions	
BuzziSuzzi	Accessories	2 years
BuzziBreeze BuzziJungle BuzziMilk Table BuzziMilk Side Table BuzziNordic Table BuzziPicNic BuzziPicNic Bench BuzziTable	Furniture	
BuzziSol	Lighting	
BuzziSol Trio/Quintet BuzziBreeze in Oak		4
BuzziBreeze in Oak BuzziNordic ST900 BuzziShed	Outdoor Furniture	
BuzziBalance BuzziBounce BuzziCane BuzziCube BuzziDee BuzziFloat BuzziNordic ST100 BuzziNordic ST111 BuzziNordic Chair	Seating	

BuzziSpa	uzziSpace HQ Groeningenlei 141 T +32 3 846 10 00   2550 Antwerp, Belgium F +32 3 846 10 01			info@buzzi.space www.buzzi.space	
•BUZZ Spaci					
	BuzziPouf BuzziPuzzle BuzziSpot			2 years	
	BuzziBrickBack BuzziBrickBack BuzziSkin BuzziSkin Cuts BuzziSkin Printe	Architectural	Wallpaper	2 years	

*One (1) year:* The following Covered Products have a 1-year warranty period:

**Custom Made and COM Solutions:** A Covered Product that is modified under BuzziSpace' Customer Made program, or any material which is not part of the BuzziSpace Collection (Customer Own Material, COM), either purchased by BuzziSpace or supplied by the customer, will have a 1-year warranty period.

\* These lighting products cannot be replaced by end-customers and must be replaced by BuzziSpace or an authorized BuzziSpace partner.

\*\* These products have a warranty of 5 years, but the wooden tables/tablets have 2-years warranty. The curtains of the BuzziBracks have also 2-years warranty.

\*\*\* These products have a warranty of 5 years, but the ventilation, lighting and wooden worktops have only 2-years warranty.