

# COMMERCIAL WARRANTY / CONTRACT

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**OUR ROCHE BOBOIS COMMERCIAL WARRANTY COVERS THE FOLLOWING:**

- **Manufacturing, design, or other defects** appearing under normal product use.
- **Solidity:** i.e., all the elements that guarantee that the product is strong enough for its intended use.
- **Durability and materials:** i.e., all the elements that guarantee that the product will last for its intended use.
- **Safety:** i.e., all the elements that guarantee that the product can be used safely by the consumer.

The ROCHE BOBOIS commercial warranty also covers all the elements that guarantee that the product can be used as intended.

- The structure (frame or housing that comprises the product's skeleton and provides strength) is guaranteed for 5 years.
- Upholstery and finishes (leather, fabric, varnish, patinas, etc.) are guaranteed for 2 years.
- Electric and manual mechanisms and motors for seats, headrests, convertible elements, extensions, etc. are guaranteed for 2 years.
- Batteries, transformers, buttons, and other electric parts are guaranteed for 2 years.

**OUR ROCHE BOBOIS COMMERCIAL WARRANTY DOES NOT COVER THE FOLLOWING:**

- **Changes in appearance** due to wear and tear and use of the seating (softening of the foam, stretching of the upholstery) under normal usage conditions (if applicable, in line with the relevant "FURNITURE – SOFAS/CHAIRS" certification rules).
- **Residual distention of leather/fabric (sagging)** related to normal wear and tear on the seating's upholstery. Leather distention (sagging) is generally normal. In the event of a claim, a technician will conduct an at-home inspection of the seating to rate the distention based on the RAL-GZ 430 rating method and determine if the leather distention is normal or excessive. Normal leather distention will not be considered a lack of conformity or hidden defect.
- Given manufacturing constraints, a tolerance of +/- 3 cm in seat and upholstered furniture dimensions (sofas, armchairs, chairs, dining armchairs, etc.) is acceptable, and of +/- 0,5% in hard furniture dimensions and +/- 3% in rugs; these differences in dimensions may not be considered a lack of conformity or a hidden defect.

**- Discoloration, alterations, or any other modification/deterioration of appearance due to the following:**

- excessive exposure to natural or artificial light
- the use of any maintenance product that is not suitable for the type of upholstery, or failure to comply with the maintenance instructions (see the "Leather Care" and "Textile Care" sections of this guide)
- external causes: household accidents, water spills, stains, burns, scratches, animals, etc.
- improper assembly, stabilization, adjustments, or other work carried out by persons not authorized by ROCHE BOBOIS
- the body's natural perspiration process or excessive perspiration

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- **Color transfer** from items with unstable dyes (clothing, throws, decorative cushions, belts, purses, etc.) placed in contact with seat leather and/or fabric
  - **Deformation of seats**, fixed and mobile mechanical structures, or structural frameworks following improper use or excessive overloading of a particular area during unusual or non-standard use. Maximum loads and weights are specified in the assembly and maintenance instructions.
  - **Damage** to zippers, joints, adjustable headrest or armrest mechanisms, or other accessories due to inappropriate use.
  - **Deterioration due to inappropriate use** (tears, scratches, scuffs, etc.).
  - **Use in public or professional environments** unless the model is adapted for this use and this fact is indicated on the order form.
  - **Repairs or modifications made by the customer or a company engaged by the customer** without written approval from your Roche Bobois showroom.

If, in the course of a dispute, the customer and the ROCHE BOBOIS showroom wish to determine the origin of damage to a piece of furniture, and technical expertise appears necessary, the showroom will ask an official organization (for example the CTC or FCBA laboratories) to examine the product and to inform the parties of its findings.

If defects are determined to be the result of inappropriate use or maintenance by the customer, the costs of hiring this expert and repairing the product will be charged to the customer.

**OUR ROCHE BOBOIS COMMERCIAL WARRANTY DOES NOT APPLY TO THE FOLLOWING PRODUCTS:**

- Products not paid for in full at the showroom (purchases financed by a credit institution are considered paid in full provided there is no unfounded objection to the payment on the part of the borrower and provided the deposit has been paid in full).
- Discounted products or models sold as is (unless otherwise stated on the invoice).
- Products intended for export or moved abroad.

**IN ALL CASES:**

- Disrepair and normal wear and tear will be taken into account in all warranty claims.
- Any product taken by the client or one of their service providers from the Roche Bobois warehouse or showroom cannot be subject to any claim related to transport or installation as the Roche Bobois showroom did not participate in these services.

**LEGAL GUARANTEES:**

Independently of the commercial warranty, ROCHE BOBOIS remains bound by the legal guarantee of conformity and the legal guarantee for hidden defects.

The consumer shall have a period of two years from product delivery to invoke the legal guarantee of conformity in cases of lack of conformity. During this period, the consumer is only required to report the existence of the lack of conformity and not the date of its appearance.

When the sales contract for the product includes the provision of digital content or continuous digital service for a period exceeding two years, the legal guarantee applies to this digital content or digital service for the entire stipulated period. During this period, the consumer is only required to report the existence of the lack of conformity affecting the digital content or digital service and not the date of its appearance.

The legal guarantee of conformity requires the professional, if applicable, to provide all updates needed to maintain product conformity.

The legal guarantee of conformity gives the consumer the right to have the product repaired or replaced within thirty days of their request, without charge or major inconvenience to the consumer.

If the product is repaired under the legal guarantee of conformity, the consumer will benefit from a six-month extension of the initial guarantee.

If the consumer requests a repair of the product but the seller requires a replacement, the legal guarantee of conformity will be renewed for a period of two years from the date of product replacement.

The consumer may accept a reduced purchase price and keep the product or terminate the contract and accept a full refund upon return of the product under the following circumstances:

1. The professional refuses to repair or replace the product.
2. The product is repaired or replaced after a period of thirty days.

3. The product repair or replacement poses a major burden to the consumer, namely when the consumer ultimately bears the costs of returning or removing a nonconforming product or bears the costs of repairing or replacing the product.

4. The product nonconformity persists despite the seller's attempt to restore conformity.

The consumer also has the right to a reduced product price or contract termination when the lack of conformity is so severe that it justifies an immediate price reduction or contract termination. In such a case, the consumer is not required to request a repair or replacement beforehand.

The consumer does not have the right to cancel the sale if the lack of conformity is minor.

Any period of non-use due to repair or replacement will suspend the guarantee until delivery of a restored product.

The rights mentioned above derive from the application of Articles L. 217-1 to L. 217-32 of the French Consumer Code.

A seller who acts in bad faith in implementing the legal guarantee of conformity risks a maximum civil fine of 300,000 euros, which may be increased to 10% of its average annual sales (Article L. 241-5 of the French Commercial Code).

The consumer will also benefit from the legal guarantee of hidden defects under Articles 1641 to 1649 of the French Civil Code for a period of two years from the discovery of the defect. This guarantee provides for a reduced price if the product is kept or a full reimbursement upon return of the product.

*To invoke the guarantee, communicate with your sales associate/guarantor at the contact details indicated on the order form and in the general sales terms.*

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