

Warranty provisions for “Duravit SensoWash Warranty”

Duravit Aktiengesellschaft, Werderstraße 36, 78132 Hornberg, Germany (“Duravit”) offers its customers an additional, voluntary and personal warranty for certain SensoWash products (see Section 2.2 below) in accordance with the following warranty provisions.

1. Consumer protection rights

- 1.1. The Duravit SensoWash Warranty is a voluntary warranty provided by Duravit (also referred to below as “**warranty**”). It grants its end customers additional rights irrespective of the rights accorded by consumer protection laws and irrespective of other warranties provided by Duravit, such as the “5-year Warranty” or the “Duravit Lifetime Warranty”.

Any statutory rights of the end customer, in particular applicable consumer protection rights and warranty claims for defects, shall not be affected, changed or replaced by the Duravit SensoWash Warranty, but simply supplemented.

- 1.2. End customers are free to decide by themselves whether to assert claims based on the statutory warranty rights, based on any other warranties or based on the Duravit Lifetime Warranty.

2. Warranty protection: Customers and products included

- 2.1. The Duravit SensoWash Warranty applies exclusively for end customers. End customers as defined in these warranty provisions are consumers with a place of residence in the European Union, United Kingdom, Switzerland, Norway, and Iceland who use the warranty products (as defined below) for their own use in their domestic environment.

- 2.2. The Duravit SensoWash Warranty applies exclusively for the following SensoWash products:

Starck f

Slim

D-Neo

Classic

(referred to below as “**warranty product**” or “**warranty products**”).

The Duravit SensoWash Warranty covers all components of the bidet seat except accessories, such as installation material and descaling tablets. If a SensoWash

Starck f or SensoWash D-Neo is registered in accordance with this Duravit SensoWash Warranty, the accompanying ceramic is also covered by the Duravit Lifetime Warranty.

- 2.3. This warranty only covers warranty products (i) that an end customer has purchased from Duravit or via a distributor as a new product for their own private use, (ii) that have been professionally installed at a place of residence belonging to the end customer in the European Union, United Kingdom, Switzerland, Norway and Iceland and (iii) that are the property of the end customer.

3. **Guarantee**

- 3.1. Duravit hereby guarantees to the end customer for the period of the warranty, in accordance with these warranty provisions, that every warranty product is free from

material defects,
manufacturing defects and
construction faults

(each of which is a “**warranty defect**”).

- 3.2. The decisive criterion for the guarantee in Section 3.1 is the state of the art of science and technology at the time of the production of the respective warranty product. The guarantee does not cover loss, theft or any change in connection with an external event of force majeure.
- 3.3. The warranty does not include any liability for lost time, inconveniences, missed deadlines, any subsequent damage or other direct or indirect damage that the end customer or anyone else suffers as a result of any warranty defect or damage covered by this warranty.

4. **Warranty period, registration and limitation period**

- 4.1. The warranty period shall begin when the end customer purchases the new warranty product. The warranty period is three years. It will not be extended by repairs, by the supply of spare parts or by the replacement of the warranty product.

4.2. The end customer shall only be entitled to the rights resulting from this warranty if they register the warranty product concerned in accordance with the following rules:

- i) After purchasing and installing the warranty product, the end customer must register the warranty product on the https://www.duravit.com/sensowash_warranty website within

90 days.

This is a limitation period, meaning that all rights resulting from the Duravit SensoWash Warranty with regard to the warranty product concerned expire when this period ends. This does not affect any statutory rights of the end customer or any other warranty claims.

- ii) In the context of registering, the end customer must provide truthful details with regard to their name, address, e-mail address, purchase and installation date, place of installation and article number, serial number and must upload a copy of the invoice. Once the specified data and documents have been provided successfully, a warranty certificate will be generated and made available for the end customer to download. The end customer must print this certificate and keep it in a safe place. If registering via www.duravit.com does not come into consideration, the end customer may also request the warranty certificate from Duravit AG (sensowash-warranty@duravit.com, Werderstraße 36, 78132 Hornberg, Germany) in writing within 90 days, supplying/presenting the specified data and documents. If the specified requirements are met, Duravit will create a warranty certificate and send it to the end customer by e-mail or post.

4.3. The rights resulting from this warranty can be neither inherited nor transferred. In particular, the rights resulting from this warranty shall not be transferred to third parties if the warranty product is sold or if it is surrendered in some other way. The warranty shall expire upon the loss of the ownership of the warranty product or the death of the end customer.

5. Warranty exclusion

5.1. Duravit wishes to point out that cleaning the warranty products may wear away the surface over the course of time. Such occurrences and other general wear and tear shall not give rise to a warranty claim in accordance with this warranty, unless they are due to a warranty defect. The same shall apply to surface changes, deposits and dirty edges (especially in the siphon area) that can be attributed to the normal

ageing, use and usual cleaning of the warranty product or that constitute minor deviations from the target condition that are insignificant for the warranty product's value and its suitability for use.

5.2. Claims from this warranty are excluded if

- i) the defect is based in whole or in part on attempted repairs that were not coordinated with Duravit beforehand or that were not performed professionally;
- ii) the defect can be attributed to improper handling or use, in particular the failure to observe the care instructions, mounting instructions or technical data sheets, negligence, carelessness, misuse, improper use or incorrect use (e.g. fire, chemicals, use of force or shocks);
- iii) the defect was caused in whole or in part by intentional or negligent damage by the end customer or a third party;
- iv) the defect is due to the fact that the product has not been properly installed, maintained or repaired or that parts other than DURAVIT spare parts have been used for repair or maintenance; or
- v) the defect was directly or indirectly caused by force majeure or some other unforeseeable event (e.g. earthquake or fire); or
- vi) the product is a display / ex display product; or
- vii) missing parts are not reported within 30 days of purchase.

5.3. Further claims, in particular claims for damages and compensation of expenses, shall be excluded unless Duravit is liable based on mandatory statutory regulations. This shall also apply to any possible breaches of duty by representatives or vicarious agents of Duravit.

6. Asserting claims under the warranty

- 6.1. In the event that the product has a warranty defect despite the guarantee in accordance with Section 4.1, the end customer must make a claim under the warranty to Duravit **without delay** after establishing the defect, and at the latest within one month. The claim must be asserted in writing or using the contact form on the www.duravit.com website.
- 6.2. When asserting the claim, the end customer must provide the following information and documents: Name and address of the end customer, place where the warranty product is installed, phone number, e-mail address (where available), copy/scan of the warranty certificate, description of the warranty defect and contact data of the specialist craftsman responsible.
- 6.3. If a warranty defect exists and these warranty provisions are observed, Duravit shall rectify the defect as it deems fit, by means of repair or by replacing the defective warranty product with a new product of the same type and quality or reimburse the purchase price subject to the return of the warranty product.

Duravit is entitled to commission a plumber to perform the services in accordance with these warranty provisions. In the event that the defective warranty product is no longer produced at the time the claim is asserted, Duravit reserves the right to deliver an equivalent product. Following replacement, the defective warranty product shall become the property of Duravit. Duravit shall bear the costs for installation and removal. This warranty does not cover any accompanying or follow-up costs.

7. Final provisions

- 7.1. The personal data that the end customer submits to Duravit for the purpose of processing the warranty claim will be saved, processed and used exclusively to provide the services associated with the claim. The data will also be passed on to companies associated with Duravit or to third parties (e.g. transport companies or plumbers) if this is necessary for processing. It will not be transmitted to any other third-party companies or used in any other way for advertising purposes.
- 7.2. Duravit reserves the right to terminate, supplement or change these warranty provisions in whole or in part by giving a reasonable notice period, or in the event of a good cause even without observing such a period, taking appropriate consideration of the end customer's needs. The current version of these warranty provisions can be accessed on the www.duravit.com website.

- 7.3. The law of the Federal Republic of Germany shall apply, to the exclusion of the conflict-of-law rules (private international law) and to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 7.4. For all warranty claims, the place of fulfilment shall be Hornberg (Germany), even if repairs or deliveries are conducted at a different location.
- 7.5. Should a provision of these warranty provisions be or become wholly or partly invalid or impracticable, or should the warranty contain a loophole, this shall not affect the validity of the remaining provisions. In place of the invalid or impracticable provision, a valid or practicable provision shall be deemed to have been agreed that comes as close as possible to the purpose of the invalid or impracticable provision. In the event of a loophole, a provision shall be deemed to have been agreed that corresponds to what would have been agreed in accordance with the purpose of this warranty.

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