

FÉST

Article 12. Compliance and warranty 12.1 The products to be delivered by FEST comply with the usual requirements and standards that can reasonably be set for them at the time of delivery and for which they are intended during normal use. If these expectations are not met and the customer has a timely complaint under Article 7, FEST has the choice to replace the product in question, to ensure repair or after termination to refund the invoiced amount plus paid shipping costs or to grant a price reduction. Where it cannot be shown that the warranty was provided as a result of use not corresponding to the intended purpose, it shall be provided in accordance with the following system:

Until one year after the invoice date: the costs of repair or replacement, including freight and travel costs, shall be borne in full by FEST; One year and up to two years after the invoice date: FEST will pay 2/3 of the repair or replacement costs, including freight and travel costs; After two years and up to three years after the invoice date: 1/3 of the costs of repair or replacement, including freight and travel costs, will be borne by FEST. 12.2 When using the product outside the Netherlands, the customer themselves must verify whether the products are suitable for use there. 12.3 If the customer has moved abroad, the shipping costs will be reimbursed on the basis of the original delivery address. 12.4 All information, models and illustrations concerning colours, materials, dimensions and finishings are considered as indications. Deviations from this cannot constitute a reason for complaint, rejection, discount, dissolution of the agreement or compensation if these deviations are of minor significance or if the deviations are acceptable from a technical point of view in accordance with applicable, customary standards or commercial practice. 12.5 According to the law, the customer must prevent and limit their loss/damage insofar as possible. 12.6 No warranty conditions apply to the sale of a showroom model or sample sales; the customer explicitly accepts the product in the condition in which it is found at the time of purchase. 12.7 No warranty is given in the situations as described in Article 7, such as in the cases of glass/glass furniture, high-gloss furniture, the touching of feet/wheels/pads on the underside of the product against the floor of the customer, batteries and normal wear and tear.