

Manufacturer's Guarantee

1. For products it has manufactured, FSM, as manufacturer, hereby warrants throughout the warranty period, to the Buyer who purchases the object of the warranty for the first time from the Seller for private use, that the object is free from defects of design, manufacturing, processing and materials, in accordance with the following provisions.

Important: This Manufacturer's Warranty expressly applies alongside and independently of the legal and/or contractual warranty of the Seller. However, it shall be precluded if the Buyer should file a claim against the Seller for the same defect on the basis of legal or contractual warranty. This Warranty shall thus be of no consequence with regard to the Buyer's warranty rights vis-à-vis the Seller.
2. The warranty claim shall be filed with the specialist retailer from which the furniture was purchased.
The furniture must then be available for assessment of the warranty claim and for rectification of defects. The Customer shall have no claim, on the basis of this Manufacturer's Warranty, to reimbursement for costs it has incurred in connection with asserting its warranty claim (such as telephone costs, postage costs, trip expenses, etc.), unless and to the extent that it is shown that FSM has acted in breach of contract.
3. For all products, FSM hereby provides a warranty of:
 - 2 years on rechargeable batteries, electronics, motors
 - 2 years on mechanisms, gas pressure springs, glides, zippers
 - 3 years on upholstery, frames
 - 5 years on leather and fabric covers from the collection.
4. Warranty coverage shall not extend to: damage attributable to excessive use or misuse; damage due to accidents or force majeure; damage attributable to noncompliance with the FSM specifications in this Guarantee Certificate; improper use; deliberate destruction; damage caused by unauthorized interventions by unauthorized persons or pets; damage occurring during transport or caused by dropping; soiling of any kind; damage to cover materials caused by sharp, scratching or pointed objects.
5. The scope of FSM's guarantee obligations shall be oriented around the following provisions:
 - FSM shall provide a warranty of 2 years from the date of purchase on rechargeable batteries, electronics and motors; 2 years on mechanisms, gas pressure springs, glides and zippers; 3 years on upholstery and frames; 5 years on leather and fabric covers from the FSM collection.
 - If the damage can be repaired, then this repair shall be carried out during the regular warranty period at no charge to the Buyer.
 - If repair is either not possible or economically unreasonable for FSM, then the object of the warranty shall be exchanged. If an exchange should also prove no longer possible or economically unreasonable for FSM, then FSM shall replace the defective object of the warranty with an FSM product that is as comparable and equivalent in value as possible. Exchange or replacement shall be free of charge within the warranty period.
 - Warranty work shall be performed in the normal course of business. FSM shall make an effort to carry out warranty work without delay.
 - FSM alone will decide whether defective products will be repaired, exchanged or replaced.
 - No new warranty period shall commence upon repair, exchange or replacement.
6. Important: Leather is a natural product. As a result, natural features are not defects or reductions in the quality of FSM leather within the terms of this Manufacturer's Warranty.
7. The Buyer's claims arising from this Manufacturer's Warranty shall be non-transferable in the absence of the consent of FSM.
8. This Warranty shall preclude:
 - Defects in cover materials that do not come from the FSM collection.
 - Damage attributable to use outside of the private sphere.
 - Custom designs manufactured by Customer request.
 - Quality, suitability, durability or defects in cover materials provided by the customer.
9. Wearing parts such as joints, hinges, pullouts, zippers, electric motors, electric switches, springs, gas springs, casters, glides, sliding elements, rollers, flexible bearings and suspensions or mechanisms shall be subject to the statutory warranty period of 2 years and shall be replaced by FSM free of charge during this period, and once this warranty period lapses, any replacements shall be made subject to the price of the spare part and/or repair work.
10. The Warranty shall expire if the Customer or third parties undertake repairs or modifications to the warranty object without the prior written consent of FSM.
11. Under the terms of this Warranty, FSM shall assume only such costs as arise directly through the rectification of defects to the object under warranty in accordance with the foregoing provisions; but it does not accept liability for any consequential damage, such as loss of use, unless such damage is caused deliberately by FSM or is due to gross negligence on the part of FSM, or unless FSM makes itself compulsorily liable to the Buyer on account of negligent breach of its principal obligations arising under this Warranty Agreement. This shall not affect the Buyer's legal and/or contractual warranty rights vis-à-vis the Seller.
12. Statutory warranty provisions shall apply to the use of FSM products in the commercial sector.
13. If FSM should refuse to perform warranty work, the Customer's claims arising from this Warranty shall expire within six months of receipt of FSM's notification of rejection.