

Limited Warranty – F/LIST® Refurbishment Services (Attachment 3 of General Terms & Conditions)

1. In the event of any defects in the course of the performance of F/LIST® Refurbishment Services, (hereinafter referred to as "Refurbishment Services") customer's rights towards F. LIST GMBH (hereinafter referred to as "F/LIST") shall be enumerated exclusively in this Limited Warranty and F/LIST's General Terms and Conditions in its current version as attached hereto. In the event of an inconsistency between this Limited Warranty and F/LIST's General Terms and Conditions, the provisions of this Limited Warranty shall prevail.
 2. F/LIST represents and warrants that its Refurbishment Services will at the time of transfer of risk (i) be performed in good, workmanlike manner; (ii) be fit for the purpose intended; (iii) be free of defects; (iv) be state of the art at the time of conclusion of the Purchase Order; and (v) not affect the airworthiness of the Aircraft.
 3. The warranty period shall be 12 months beginning with the transfer of risk.
 4. The warranty does not cover any products or services for which F/LIST has not been paid in full.
 5. If the Refurbishment Services are performed on other F/LIST products, the respective Limited Warranties in their current version as attached hereto shall also be applicable.
 6. The warranty does not cover (i) alterations by third parties, (ii) damages resulting from repairs performed by third parties, (iii) damages resulting from abuse or misuse, or (iv) damages resulting from improper maintenance (after the transfer of risk).
 7. Tolerances of dimensions such as length, depth, overhang, centerline, etc. allow for slight variances from design specifications and thus do not constitute a deficiency. Variances not clearly visible or which can be detected only by using measuring devices are not covered under this warranty. Settling of flooring, sub-structures, cabinets and changes in ambient conditions might result in misalignment of installed products, opening of seams, joints and gaps where products meet each other or meet walls, none of which are covered by this warranty.
 8. The substructure (substrates and panels) of parts to be refurbished must fulfill the following criteria, otherwise damages of the refurbished parts are not covered under this warranty:
 - 8.1. Substrates and panels must be 100% even.
 - 8.2. Substrates and panels must resist warping.
 - 8.3. Substructure must fulfill the static requirements.

The warranty does not cover damages or defects caused due to a weak substructure (substrates and panels). The warranty does not cover damages within the panels or decorative applications which cannot be inspected prior to the refurbishment process of F/LIST and which can affect the quality of the refurbishment process performed by F/LIST. In particular, no warranty is given for (i) delamination of veneer after F/LIST has removed the existing lacquering/paint of cabinets and applies new lacquering/paint, (ii) damages to lacquering/paint, which are caused by a weak substructure, by delamination of veneer, etc (e.g. cracks in the lacquering/paint caused by the delamination of the veneer), (iii) damages regarding delamination of veneer which are caused due to panels that do not fulfill the static requirements or that have an uneven substrate and (iv) damages to lacquering/paint which are caused due to panels that do not fulfill the static requirements or due to uneven panels.
 9. The warranty does not cover damages caused by products and/or processes used for the Refurbishment Services that have been specified by the customer.
 10. The warranty does not cover damages caused during installation or de-installation. For convenience reasons F/LIST will provide customers a guideline for installation and de-installation, for which F/LIST does not accept any responsibility.
 11. Consequential, incidental or indirect damages of any kind are expressly not covered under this warranty. Such items which are not covered include – but are not limited to – fabrication costs, costs to un-install or re-install, plumbing, electrical work, tiles, wall treatments and coverings, delivery charges, loss of use, and any other costs or forms of compensation. Any damage to persons or property resulting from handling or installing by third parties, or from use of the respective refurbished F/LIST product is expressly not covered. Specifically excluded are minor nicks and chips to walls, cabinets, or appliances, cutting into walls to fit countertops, and dust or debris created during installation.
 12. F/LIST's maximum liability under this warranty arising out of Refurbishment Services shall never exceed the actual payments received by F/LIST in connection with such Refurbishment Services.
 13. Some products sold by F/LIST may have a limited warranty provided by a third-party manufacturer or vendor. All products which do not include a warranty by manufacturer or vendor are sold AS IS and without warranty. F/LIST shall notify customer if a product is not covered by manufacturer or vendor warranty.
 14. The rectification of a defect shall be performed by F/LIST. F/LIST decides at its discretion whether to repair or replace a defective item. In the event that the rectification of a defect is performed by a customer or a third party without the prior written approval of F/LIST, customer is deemed to have waived all rights concerning the particular defect regardless of the legal basis of such defect.
 15. In order for customer to file a claim under warranty on time, customer shall file a written notification to F/LIST within the warranty period in which it shall specify in reasonable detail the potential defect. (i) F/LIST and customer may either agree in writing about the respective warranty issue within the warranty period or (ii) customer shall file a claim to the competent court as stated in F/LIST's General Terms and Conditions within 30 days after the lapse of the warranty period, in case the parties are unable to find an amicable solution as set forth in (i).
 16. F/LIST is providing customer with respective guidelines in order to clarify an understanding of certain properties, characteristics, or conditions associated with products delivered by F/LIST or used during the Refurbishment Services. Such guidelines do not represent all of the properties, characteristics, or conditions which may be covered or which may be excluded from coverage under this warranty.
 17. **Color Variations:** The patterns and color variations created in a living tree are like all of nature, never repeated. A newly installed wood surface may therefore vary from samples or pictures shown and no warranty shall apply thereto. All refurbished cabinets will undergo color changes in particular due to the effects of ultraviolet rays from the sun and these changes are also not covered by F/LIST's warranty.
 18. **Finish:** The refurbished wood surface will come with a certain finish. F/LIST warrants to the customer that the factory applied finish of the refurbished wood surface will not wear through or will not lack finish adhesions as a result of normal use. A change of gloss as a result of cleaning or normal use is not covered under this warranty.
 19. **Surface Irregularities:** Natural wood characteristics such as variations in grain, color, mineral streaks, knots, normal differences between color of samples and the color of the installed refurbished wood surface and color variations from panel to panel are not considered as defects, and are not covered under this warranty.
 20. **Defects:** Splits, cracks, grain raising, edge fracturing, splintering or chipping that occur during or after the refurbished wood surface has been installed and as a result of abuse, misuse, improper maintenance or care, exposure to excessive moisture or improper environmental conditions (i.e. low or high humidity) are not covered under this warranty.
 21. **Seaming:** Placement of seams (including the use of "rails") is solely at the discretion of F/LIST, will be discussed at the time of template and finalized during engineering. Seams will be visible to the eye and touch. Every effort will be made to ensure the seam is placed in the best location for the structural integrity of the refurbished wood surface and to make it aesthetically pleasing. Due to the unique characteristics of wood, it is not possible to guarantee a match in color, veining (including the direction of veins) or finish when seaming two pieces together.
 22. **Temperature and Moisture Resistance:** The F/LIST refurbished wood surface is engineered to withstand the effects of normal moisture or arid conditions. If properly installed and maintained in strict accordance with the F/LIST installation and maintenance instructions, F/LIST warrants against damage caused by normal moisture or arid conditions. However the hygroscopic behavior of wood and veneer reacts with ambient conditions. Changes and defects due to swelling and shrinking behavior have to be considered as a natural property of wood and veneer and are not covered under this warranty.
 23. **Accidents, Abuse, Abnormal Wear:** This warranty does not cover damage resulting from accidents or abuses that stain or scratch finish, diminish/change gloss, or indent the surface of the wood. It also does not cover damage caused by heavy items or concentrated foot traffic, pebbles, sand or other abrasives, impact, scarring, denting, extreme heat, damage from moisture caused by wet mopping, spills or standing water, etc.
- ### Care and Cleaning
24. **Staining:** In general spills of fluids have to be removed immediately to avoid staining. When properly maintained, the refurbished wood surface is quite stain-resistant to common beverages and foods, except for water with dissolved substances like sugar, salt and/or dye (e.g. wine, coke, etc.), oil and grease (e.g. cooking oil, nuts, etc.). In those instances when stains occur, it is generally not possible to remove them, and such stains are not covered under this warranty. Strong chemicals and solvents, nail polish remover, permanent markers, inks, oil soaps, furniture cleaners, paint strippers or any kind of disinfectants and alcohol must not be used on the refurbished cabinet. Also high alkaline/PH level cleaners, such as oven cleaners must not be used on the refurbished cabinet. All these fluids may have impact on the varnish and affect the surface appearance, e.g. gloss. Staining caused by chemicals, solvents etc. is therefore not covered under this warranty.
 25. **Cleaning:** For cleaning **high-gloss surfaces** F/LIST can provide a list of approved cleaners upon request. In general a cloth moistened (but not soaking wet) with water and a pH-neutral mild detergent can be used, but should always be tested on non-visible areas prior to use. Wet areas on the refurbished wood surface after cleaning must be avoided.
 26. **Matte and semi-gloss surfaces** can be cleaned with "Nanolex Matte Surface Cleaner". The cleaner has to be wiped off immediately after application with a non-abrasive micro fiber cloth. Light dust and finger prints can be removed with "Nanolex Matte Final Finish" (follow manufacturer's instructions). Alternatively a cloth moistened (but not soaking wet) with water and a pH-neutral mild detergent can be used, but should always be tested on non-visible areas prior to use. Wet areas on the refurbished wood surface after cleaning must be avoided. Chemicals and solvents (e.g. IPA (Isopropyl alcohol) or other disinfectants) must not be used. Any use of wrong products or misuse of products is not covered under this warranty.