

FYRON

Manufacturer's Warranty Conditions

OFYR

ENG - 2025

1. Applicability and guarantee recipient

The manufacturer's warranty (hereinafter: "the warranty") as set out in these manufacturer's warranty conditions (hereinafter: "warranty conditions") relates to all OFYR products (hereinafter: "product(s)") of Fyron Group B.V. (hereinafter referred to as: "FG", Dutch Chamber of Commerce number: 64553183), which were delivered starting from 01-03-2025. The warranty is an addition to, and does not constitute a limitation of, legal rights.

The warranty is solely provided to, and may therefore solely be claimed by, the consumer-buyer who has purchased OFYR products directly from a dealer recognised by FG or from FG. Excluded from the warranty are consumers who purchase or acquire products from a third party, or a party not recognised by FG.

Products refurbished by recognised parties are excluded from warranty conditions. (specified in article 5.3.2)

2. Effective date warranty

The warranty enters into effect on the purchase date of the product. The purchase and purchase date need to be shown by the purchaser by means of the original receipt, on which the product, the purchase date, the purchaser and the name of the recognised dealer are clearly visible. A card payment transaction isn't a valid receipt.

3. Required information warranty claim

3.1 Registration purchase

A warranty claim can only be submitted by the purchaser with the vendor where the product is purchased. The vendor concerns a recognised OFYR dealer of FG. The original purchaser is the person whose name is stated on the receipt. In order to be eligible for invoking the warranty, the following information and/or documents need to be sent to the vendor of the product in writing, who then supplies this to FG:

- Name purchaser
- Address purchaser
- Telephone number purchaser
- Email address purchaser
- Receipt with on it the product, the purchase date and name of the recognised dealer
- An accurate description of the problem, the damage or the defect part
- Photos of the problem, the damage or the defect

4. Dispatch & Delivery

4.1 Dispatch

FG is not liable for dispatch, order, labour or packaging costs, export/import duties, VAT and other taxes as a result of a claim under the warranty, service, repair or return, unless this is approved by FG in writing.

4.2 Delayed or non-performance delivery

FG is not liable for delayed or non-performance of the warranty if this is the result of an event or unforeseen circumstance which is outside of the control of FG, such as, but not limited to, force majeure, war, government restrictions or impediments, strikes, fire, flood, pandemic, transport delays or decreased production capacity and/or material stock

5. Content of the warranty

5.1 Relationship to legal warranty and duty of the buyer to report a lack of conformity

The manufacturer's warranty needs to be distinguished from legal warranty. Both the legal warranty and the manufacturer's warranty are an obligation between the purchaser and the vendor and not an obligation between the purchaser and the manufacturer. An invocation of the warranty needs to be made within the same period as with legal warranty, that is to say within a reasonable period after the discovery, a period of 2 months is considered timely.

5.2 Defect and incorrect products

The warranty comprises in the event of a defect part, that this part, provided that it was used and maintained in the correct way, is replaced, but only to the extent that the part to be replaced is still deliverable.

If a replacement part is not directly available, the purchaser is informed whether the product in question can be used in the meantime.

If an incorrect product has been delivered (a different product than purchased/ordered), this product can be exchanged/returned to the seller free of charge, provided this is reported in a timely manner (within 2 months). If the product has been put into use while the buyer knows it is an incorrect product, and the use causes the product to be no longer saleable the product can no longer be returned.

5.3 Distinctive warranty provisions

	B2C	B2B
Cooking Plate	5 years	3 years
Cone Corten steel	2 years	1 year
Base Corten steel	5 years	3 years
Coated steel elements	2 years	1 year
Concrete elements	2 years	1 year
Wooden elements	2 years	1 year
Ceramic elements	2 years	1 year
Cast Iron elements	2 years	1 year
Coated aluminum elements	2 years	1 year
Stainless steel elements	2 years	1 year
Dekton elements	2 years	1 year
Wheels	2 years	1 year
Accessories	2 years	1 year
Other	2 years	1 year

FG makes every effort to use corrosion-resistant materials and coating on steel surfaces which are resistant against high temperatures. However, steel materials and protective coatings may be affected by surface scratches or exposure to substances and circumstances outside of the control of FG. Also, if the product is protected by a rain cover or is sheltered, for example under a roof cover or shed, corrosion may occur. Exposure to, among other things, moisture, chlorine, industrial fumes, chemicals, fertilizers, pesticides for the lawn and salt may impair the lacquer and finish on steel coatings. This also refers to extreme use, such as use near the sea. Degradation of metals, stainless steel and cast-iron parts by rust, oxidation, fading or other imperfections are not the result of production faults and manufacturing defects and are therefore not subject to the warranty unless this degradation results in definition defect of these parts. To prevent this, FG advises maintaining the steel parts, as noted on the maintenance page of OFYR.

5.3.1 Consumables

Consumables such as wood and cleaning products are excluded from the warranty.

5.3.2 Refurbished product

The warranty period on products refurbished by FB is 1 year. Products sold as 'Store Special' are excluded from the warranty in terms of colour and finish of the product.

6. What is not covered

6.1 Incorrect use, assembly, transport and maintenance

The warranty is based on normal and reasonable household use of the product for which the security instructions, instructions for use and maintenance instructions of the product are complied with by the purchaser. Instructions can be found on the website of OFYR or the manual of the product. Each liability as a result of incorrect use or maintenance including liability for direct, indirect, additional or consequential damage is expressly rejected and ruled out by FG.

Damage caused by incorrect transport, falling, incorrect assembly and/or incorrect support is ruled out from the warranty. Instructions can be found on the website of OFYR or product manual.

The consequences of modifications negligence, misuse, incorrect care, overdue or insufficient maintenance of the product is excluded from the warranty.

6.2 Normal wear and tear

Normal wear and tear, corrosion, deformation and discolouration with normal use and maintenance may also occur earlier than set out in the warranty. Normal wear and tear, which does not result in a structural decrease of functionality, is excluded from the warranty, even if it occurs within a shorter period of the warranty of the part in question. Impairments which do not affect the functionality of the product, such as scratches, dents, chips, variations in dimensions or colour and other purely cosmetic impairments are excluded from the warranty

The visual irregularities which are inherent to the manufacturing process are not errors and therefore excluded from the warranty.

6.3 Assembly of spare parts

Assessment of production and manufacturing defects or transport damage for the warranty may only be carried out by FG. Also, if a vendor (recognised dealer) makes a different assessment, FG may deviate from this. Upon discovery of production and manufacturing defects or transport damage, FG determines whether this can be solved by means of repair, or replacement of part of the product. If it is determined that repair is possible, whether or not by dispatch of a new part or accessory, replacement or credit of the purchased value cannot be claimed by the purchaser.

FG handles dispatch of replacement reserve parts to the recognised dealer in question where the product is purchased or directly to the purchaser of the product, provided that the purchaser is located in the same country as the vendor (recognised dealer). If the address of a purchaser is in a different country than the address of the vendor (recognised dealer), then the dispatch costs to another country are charged to the purchaser.

The dispatch address is determined by FG, just like the period in which the part in question is dispatched. FG determines whether the product can be used in the meantime. The purchaser is responsible for the assembly of the new part. FG makes correct instruction available for this. Damage as a result of incorrect assembly is not covered by the warranty. Costs as a result of assembly because of, for example, hiring a mechanic, are not covered by the warranty.

By repair or replacement of parts in the way and during the time period as determined in the warranty, all obligations are met in accordance with the warranty or any direct or derived liabilities of FG.

6.4 Making changes

Damage as a result of making changes to (parts of) the product, including to but not limited to the drilling of holes or adjusting parts, the use of other parts in the product than originally provided by FG, and/or the use of parts in another manner than intended by the manufacturer, is excluded from the warranty. If such changes take place, the complete warranty for FG lapses.

6.5 Transfer

The warranty is not transferable and only applies to the first purchaser of the product. If the product is resold, then the full warranty expires.

If product is won, then the winner is only eligible to the warranty if evidence of the giveaway can be submitted, provided by the organization of the giveaway, and if other provisions of these warranty conditions are complied with.

In addition, the winning certification also needs to note the name of the organizer of the giveaway, the product, the name of the recognised dealer where the product is acquired, the date of winning and the name of the winner.

6.6 Discount

If a discount is granted by the vendor on a part or product that is damaged, then no warranty is provided for that specific damaged part of product.

6.7 Limitation

To the maximum extent permitted by law, all legally prescribed, express or tacit warranties, including tacit warranties of sale ability and suitability for a certain purpose, do not extend beyond this Warranty. Liability for additional, special and consequential damage is rejected and ruled out.

7. Headings

The headings used in this warranty are solely for convenience, and the conditions of the warranty are not changed because of these.

8. Dutch law

The Dutch law applies exclusively to the present warranty conditions. The court of Amsterdam has exclusive jurisdiction to decide in the event of a dispute in first instance.

The warranty conditions were originally drawn up in the Dutch language which makes it the source text. Its translations will be interpreted, explained and clarified to the prevailing Dutch meaning, both grammatical and legal. In the event of contrariety or unequal meaning between a word, sentence or part in the Dutch warranty conditions and its translation, the meaning of the Dutch version always prevails.

9. Contact

For questions, comments, suggestions or ideas, please visit our site www.ofyr.com or contact us.

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