

WARRANTY POLICY

I. WARRANTY FOR NON EU CONSUMERS (NATURAL PERSONS)

These warranty terms apply to your purchase on the Webshop if:

- you qualify as a Consumer in relation to your purchase (i.e. a natural person acting for purposes which are outside your trade, business or profession);
- your habitual residence is outside of European Union. Your habitual residence is presumed based on the shipping address specified upon checkout.

Please note that the present Warranty Policy uses definitions (in capital) described in the [General Terms & Conditions](#). The terms of the present Warranty Policy are to be interpreted and applied in conjunction with the General Terms & Conditions.

In the event that the Consumer has purchased the Product under the terms of an individual contract and the contract provides for warranty provisions, the terms of the contract shall prevail.

If the Consumer has purchased the Product through a Distributor partner and the law of the Distributor's location differ from this Policy, the local rules shall prevail. This rule applies in particular to the duration of the warranty.

In what cases can I exercise my warranty rights?

Warranty rights can be exercised if a delivered Product is defective (a defect that limits or makes impossible the intended use) at the time of delivery.

Warranty does not cover defects arising from the use of the Product after the delivery, i.e.:

- regular tear and wear;
- defects resulting from not using the Product in accordance with its intended purpose and/or the instructions given by the Seller or the manufacturer (e.g. in the owner's manual or similar documentation);
- defects resulting from the fact that the Consumer hasn't carried out the necessary maintenance of which they were informed by the Seller or the manufacturer.

IN CASE OF EXTREME USE

If the TEQ™ table product is used or stored in an environment where it is constantly exposed to salt water vapor or where some of its components are constantly in a watery medium, corrosion or discoloration caused by the medium is not covered by the warranty. Furthermore, damage and discoloration caused by the following external agents that damage the elements of the TEQ™ table are also excluded from warranty: physical damage to the surface protection, corrosive substances, resin, bird droppings, lightning, storm, flood, fire.

How long is the mandatory warranty period? Who has to prove the defect?

Warranty rights can be exercised within two (2) years of the delivery of the Product.

If the warranty claim is made in the first year after delivery, it is presumed that the defect already existed at the time of delivery, unless this presumption is incompatible with the nature of the defect or of the Product. Therefore, in this first year, in order to exercise their warranty rights, the Consumer only has

to submit an adequate warranty claim and to return the Product to the Seller if so required (see below in the section titled “*How can I exercise my warranty rights?*”) but they don’t have to prove that the defect already existed at the time of delivery. Seller can however be relieved from its warranty obligations if they rebut the above presumption, i.e. it proves that the defect didn’t yet exist at the time of delivery.

If the warranty claim is made after one year has passed since delivery, it also falls upon the Consumer to prove that the defect already existed at the time of delivery.

What are my warranty rights, i.e. what remedies can I request?

The Consumer can primarily request repair or replacement of a defective Product.

The Seller may refuse to repair or replace the Product if repair or replacement:

- is impossible;
- would be disproportionately costly for the Seller, taking into account all circumstances;
- cannot be completed within a reasonable time or without significant inconvenience for the Consumer.

The Consumer must return the Product to the Seller to enable Seller to repair or replace it. If it is not feasible for the Consumer to return the Product, the Seller will require the Consumer to make the Product available for pickup by the Seller or a third party carrier designated by the Seller.

All expenses related to repair or replacement of the Product (including shipping, where necessary) shall be borne by Seller.

The Consumer may request a proportionate reduction (partial refund) of the Purchase Price, or may cancel the Sales Contract and get a full refund, if:

- the Seller refuses to repair or replace the Product due to any of the reasons noted above;
- the Seller has not completed repair or replacement within reasonable time;
- the defect appears even though the Seller has attempted to repair the Product, or the defect is of such a serious nature as to justify an immediate price reduction or cancellation of the Sales Contract.

The Consumer is not entitled to cancel the Sales Contract in case of minor defects.

If the Sales Contract is cancelled by the Consumer, the Consumer shall return the Product to the Seller, or make it available to a third party carrier designated by Seller, at Seller’s expense. Seller will refund the Purchase Price to Consumer only after it has received the returned Product.

How can exercise my warranty rights?

In order for the Consumer to exercise their warranty rights, the following conditions must be met:

1. The Consumer must submit a warranty claim to the Seller within the 2-year warranty period, describing the defect in sufficient detail, via:
 - e-mail to the following customer service e-mail address: support@teqball.com
 - By filling the form on the following website: <https://eu.tegers.com/warranty>

The Seller highlights that any claim, comment, notification, etc. submitted via any other channel or address

2. The warranty claim must be submitted without delay after the discovery of the defect, but in any case no later than 2 months thereafter.
3. The Consumer must attach to their warranty claim:
 - a proof of purchase (invoice) to demonstrate that the Product was purchased on the Webshop;
 - (a) photo(s) and/or (a) video(s) clearly showing the defect.
4. If one year has passed since the delivery of the Product when the Consumers submits their warranty claim, the Consumer must also prove that the defect already existed at the time of delivery.
5. The Seller may also need to physically inspect the Product in order to assess the admissibility of the warranty claim. In this case, the Seller will require the Consumer to return the Product to its dedicated premises, or, if it is not feasible for the Consumer to return the Product, the Seller will organize for its transport. In the latter case, the Consumer is required to make the Product available for pickup by the Seller or the third party carrier designated by the Seller at the time specified by Seller.

II. WARRANTY FOR OTHER NON EU CUSTOMERS

The present warranty terms apply to purchases made on the Webshop if:

- the Customer is a legal person; OR
- the Customer is a natural person who, in relation to their purchase, does not qualify as a Consumer; AND
- such Customer has a business establishment / is habitually resident outside of EU. The Customer's habitual residence is presumed based on the shipping address (in case of natural persons) / registered address specified in the Customer account (in case of legal persons).

Please note that the present Warranty Policy uses definitions (in capital) described in the [General Terms & Conditions](#). The terms of the present Warranty Policy are to be interpreted and applied in conjunction with the General Terms & Conditions.

What defects fall under warranty and how long is the warranty period?

Warranty rights can be exercised in case of lack of conformity of the Products, i.e. if a delivered Product is defective at the time of delivery to the Customer.

Warranty rights can be exercised within six (6) months of the time of delivery of the Product.

Warranty does not cover defects arising from the use of the Product after the delivery, i.e.:

- regular tear and wear;
- defects resulting from not using the Product in accordance with its intended purpose and/or the instructions given by the Seller or the manufacturer (e.g. in the owner's manual or similar documentation);
- defects resulting from the fact that the Consumer hasn't carried out the necessary maintenance of which they were informed by the Seller or the manufacturer.

What are my warranty rights, i.e. what remedies can I request?

The Customer can primarily request repair or replacement of a defective Product.

The Seller may refuse to repair or replace the Product if repair or replacement:

- is impossible;
- would be disproportionately costly for the Seller, taking into account all circumstances;
- cannot be completed within a reasonable time or without significant inconvenience for the Customer.

The Customer must return the Product to the Seller to enable Seller to repair or replace it. If it is not feasible for the Customer to return the Product, the Seller will require the Customer to make the Product available for pickup by a third party carrier designated by the Seller.

All expenses related to repair or replacement of the Product (including shipping, where necessary) shall be borne by the Seller.

The Customer may request a proportionate reduction (partial refund) of the Purchase Price, or may cancel the Sales Contract and get a full refund, if:

- the Seller refuses to repair or replace the Product due to any of the reasons noted above;
- the Seller has not completed repair or replacement within reasonable time;
- the defect appears even though the Seller has attempted to repair the Product, or the defect is of such a serious nature as to justify an immediate price reduction or cancellation of the Sales Contract.

The Customer is not entitled to cancel the Sales Contract in case of minor defects.

If the Sales Contract is cancelled by the Customer, the Customer shall return the Product to the Seller. If it is not feasible for the Customer to return the Product, the Seller will require the Customer to make the Product available for pickup by the Seller or a third party carrier designated by the Seller. The Seller will reimburse the Purchase Price to Customer only after it has received the returned Product.

How can I submit a warranty claim?

In order for the Customer to exercise their warranty rights, the following conditions need to be met:

1. The Customer must submit a warranty claim to the Seller within the 2-year warranty period, describing the defect in sufficient detail, via:
 - e-mail to the following customer service e-mail address: support@teqball.com
 - By filling the form on the following website: <https://eu.teqers.com/warranty>

The Seller highlights that any claim, comment, notification, etc. submitted via any other channel or address

2. The warranty claim must be submitted without delay after the discovery of the defect, but in any case no later than 2 months thereafter.
3. The Customer must attach to their warranty claim:
 - a proof of purchase (invoice) to demonstrate that the Product was purchased on the Webshop;
 - (a) photo(s) and/or (a) video(s) clearly showing the defect.
4. The Customer must also prove that the defect already existed at the time of delivery.
5. The Seller may also need to physically inspect the Product in order to assess the admissibility of the warranty claim. In this case, the Seller will require the Customer to return the Product to its dedicated premises, or, if it is not feasible for the Customer to return the Product, the Seller will

organize for its transport. In the latter case, the Customer is required to make the Product available for pickup by the Seller or the third party carrier designated by the Seller at the time specified by Seller.

III. PRODUCT LIABILITY

A Product shall be considered 'defective' if it does not provide the safety which a consumer is entitled to expect, taking all circumstances into account, including the presentation of the Product; the use to which it could reasonably be expected that the Product would be put; and the time when the Product was put into circulation on the market.

For the purposes herein, 'damages' shall mean damage caused by death or by personal injuries; or damage to, or destruction of, any item of property other than the defective Product itself, with a lower threshold of 500 Euro, provided that the item of property is ordinarily intended for private use or consumption, and was used by the injured person mainly for their own private use or consumption. For the purposes herein, 'producer' shall mean the manufacturer of the finished Product, the producer of any raw material, the manufacturer of a component part; and any person who, by putting their name, trademark or other distinguishing feature of the Product present themselves as its producer. The producer shall not be liable for the defect if they prove that they did not put the Product into circulation on the market; or having regard to all circumstances, it is probable that the defect did not exist at the time when the Product was put into circulation on the market by them or that the defect came into being afterwards; or the Product was neither manufactured by them for sale or any form of distribution for economic purpose nor manufactured or distributed by them in the course of his business; or the defect is due to compliance of the Product with mandatory regulations issued by public authorities; or, in case of a manufacturer of a component, that the defect is attributable to the design of the Product in which the component has been fitted or to the instructions given by the manufacturer of the Product.

The liability of the producer may be reduced or excluded when the damage is caused both by a defect and by the fault of the injured person or any person for whom the injured person is responsible. Compensation for damages may be claimed within three (3) years starting from the day on which the injured person became aware, or should reasonably have become aware, of the damage, the defect and the identity of the producer. No compensation for damages can be requested if ten (10) years have passed from the date on which the producer put the Product into circulation on the market, unless the injured person has instituted proceedings against the producer in the meantime.

Any liability claim must be substantiated by documentary evidence recorded within five (5) calendar days of sustaining the damage and submitted to support@teqball.com within ten (10) business days of the same date, unless longer periods for enforcing such claims, including claims for damages, are provided by applicable law.

The Products manufactured by Teqball Ltd. are produced to the highest industry and safety standards and Teqball Ltd. constantly performs quality and safety testing to ensure that these standards are maintained or exceeded. Nevertheless, no product, especially one with heavy or moving parts, is completely risk free.

SERIOUS INJURY OR DEATH MAY RESULT FROM NOT FOLLOWING THE INSTRUCTIONS IN THE OWNER'S MANUAL OR FROM NOT COMPLYING WITH THE GENERALLY EXPECTABLE CONDUCT AND CARE, IN WHICH CASE TEQBALL AND ITS ASSOCIATED ENTITIES AND PERSONNEL DECLINE ALL LIABILITY! IN ALL CIRCUMSTANCES, AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, TEQBALL'S LIABILITY RELATING TO DIRECT DAMAGE SUFFERED IN RELATION TO THE PRODUCT SHALL BE LIMITED TO (1) \$100,000 (ONE HUNDRED THOUSAND USD) OR (2) ACTUAL SUBSTANTIATED AND DULY EVIDENCED DAMAGES, WHICHEVER IS LOWER. TO THE GREATEST EXTENT ALLOWED BY APPLICABLE LAW, TEQBALL DECLINES ALL

POTENTIAL, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGE SUFFERED IN RELATION TO THE PRODUCT, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH BEFOREHAND. SUCH LIMITATIONS ARE NOT APPLICABLE FOR PRODUCTS MARKETED IN THE TERRITORY OF THE EU, IF APPLICABLE LEGISLATION EXCLUDES THE POSSIBILITY OF SUCH LIMITATIONS. NO LIMITATION OF LIABILITY SHALL APPLY TO INJURY OR DEATH CAUSED BY TEQBALL'S GROSS NEGLIGENCE OR TO ANY OTHER DAMAGE THAT MAY NOT BE LIMITED BY APPLICABLE LAW.