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# CUSTOMER SERVICE CHARTER

## 2020

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## 1. Charter

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This charter applies to the entire range of products marketed by **ERARD**.

## 2. Warranty

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### a. Scope of warranty

**ERARD** products are warranted against all visible and hidden material and manufacturing defects. **ERARD**'s contractual warranty terms are stated in the factsheet attached to every product.

The warranty period begins on the date of purchase. Please keep the original proof of purchase carefully. This document will be required as proof of purchase. Should there be a defect in materials or workmanship during the warranty period following the date of purchase of this product, the product will be returned, repaired or replaced by a new one. This warranty requires that the faulty unit and all supporting material shall be returned during the warranty period and that the nature of the fault shall be described in writing, together an account of how it arose. No new warranty period begins on the date of the product repair or exchange.

### b. Volume of warranty

The device has been manufactured with care, according to strict quality guidelines and has been fully tested before delivery. The warranty applies to faults in materials and manufacturing. Regardless of the commercial guarantee subscribed, the seller remains liable for defects of conformity of the property and latent defects in the conditions provided for in Articles L211-4 to L211-13 of the Consumer Code and Articles 1641 to 1648 and 2232 of the French Civil Code.

This warranty does not extend to parts of the product that are subject to normal wear and that may therefore be considered wear parts, or to damage to fragile parts. This warranty is void if the damaged product has not been properly used or maintained. For proper use of the product, it is imperative to follow all instructions given in the installation instructions. Any actions and areas of use not recommended in the instructions of use, or against which a warning is issued, must be avoided. In the event of improper and incorrect use, or actions and use-of-force interventions not authorised by our branch, the warranty is void.

## c. Obligations

To be entitled to invoke the benefit of the warranty terms, the buyer must:

- Notify **ERARD** immediately in writing of all material defects, including proof of defect.
- Give **ERARD** every opportunity to verify that the fault exists and to remedy it.
- Unless it has the express prior consent of **ERARD**, not attempt to repair or modify, by itself or by a third party, the claimed defect.
- Have any aspect of the material modified by a third party.

In accordance with the Hamon law, this warranty only applies to goods first put on the market on or after March 1<sup>st</sup>, 2016.

- The durations of availability of spare parts = Duration of the product warranty.
- Starting point of the period of availability = Date of sale by the manufacturer

## d. Terms of exercise of warranty

**ERARD's** obligation under this warranty is limited to replacing or repairing free of charge the product or parts recognized as faulty, in accordance with the recommendations of **ERARD's** customer service department or customer service manager, unless such repair or replacement proves to be impossible or disproportionate or if implementing the warranty would contravene the exclusions in the Customer Service Charter

## e. Length of warranty

The following table shows the warranty period per product family:

Range	TV Furniture & TV Column	Lacquered TV furniture	Manual Wall mount & TV Foot mount	Drives / moving parts & electrical equipment	LODUS	LODUS Accessories	Antenna Accessories	Electrical connections	Wear parts
Warranty	(Except wear parts) <b>10 years</b>	<b>2 years</b>	(Except wear parts) <b>10 years or **** Lifetime</b>	<b>2 year</b>	(Except wear parts) <b>10 years</b>	<b>2 years</b>	<b>7 years</b>	(Except wear parts) <b>*2 years **5 years ***10 years ****Lifetime</b>	<b>2 years</b>
<p>* Products concerned: Cable HDMI with category: EFFICIENT            ** Products concerned: Cable HDMI with category: PERFORM – DESIGN ALU            *** Product concerned: Cable HDMI with category: FLEX            ****Products concerned: Wall mount EXO / Cable HDMI category: IMMUNITY</p> <p>Any spare parts sold by the after-sales service department are guaranteed for the remaining term of the warranty. Replacement parts or replaced parts are guaranteed for the remaining term of the warranty.</p> <p><b>Note :</b> The ERARD lifetime warranty is free, personal and non-transferable</p>									
<b>List of wear parts</b>	Any electrical system, or mechanical element type: hinge, friction ring, rotation axis, plastic cover, adhesive pad, wheel, spring and door closing system.								

## **f. Legal warranties**

The Products are guaranteed against any lack of conformity and latent defects, under the conditions specified in the provisions of the Consumer Code and the French Civil Code.

### Extracts from the Consumer Code:

Art. L. 211-4. - The seller must deliver goods in compliance with the contract and is liable for any non-compliance apparent at the time of delivery. The seller shall also be liable for any non-compliance in packaging and assembly instructions, or installation in cases where installation has been contracted to the seller or is carried out under the seller's responsibility.

Art. L. 211-5. - To comply with the contract, the goods must:

1. Be suitable for the use ordinarily expected of similar goods and, if relevant:

§ match the description given by the seller and have the properties that the seller has shown the buyer in the form of a sample or model;

§ have the properties that a buyer might reasonably expect given the public statements made by the seller, the producer or their representative, particularly those related to advertising or labelling;

2. Or present characteristics defined by a common agreement by the parties or be fit for all specialised usage sought by the buyer, of which the seller has been informed and which the seller has accepted.

Art. L. 211-12. - Any action resulting from non-compliance shall be brought within two years from the date the goods are delivered.

Art. L. 211-16. - When, during the term of the sales warranty that was granted to the buyer at the time the movable property was acquired or repaired, the buyer requests the seller to provide a repair covered by the guarantee, any period of over seven days when the product is thus put out of use shall be added to the remaining warranty term. This period runs either from when the buyer requests a repair or from the time the item in question is handed in for repair, if this happens at a later date than the initial request for repair.

Regardless of the commercial guarantee subscribed, the seller remains liable for defects of conformity of the property and latent defects in the conditions provided for in Articles L211-4 to L211-13 of the Consumer Code and Articles 1641 to 1648 and 2232 of the French Civil Code.

### Extracts from the Civil Code:

Art. 1641: A seller is bound to a warranty on account of the latent defects of the item sold which render it unfit for the use for which it was intended, or which so impair that use that the buyer would not have acquired it, or would only have given a lesser price for it, had they known of them.

Art. 1648 Any action resulting from latent defects must be brought by the purchaser within two years from discovery of the defect.

## **g. Availability of replacement parts**

**ERARD** promises to make replacement parts available during the statutory warranty period, from the customer's purchase date for all its products whether they are expressly covered by the product warranty or not.

### 3. Procedures

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#### a. Products under warranty

To benefit from the ERARD guarantee, a copy of the original invoice specifying the date of purchase, the name of the retailer and the guarantee note indicating the type of product and its serial number must be sent to the after-sales service department.

Within 21 days from the date this has been received by its service department, **ERARD** will proceed to repair the faulty product or provide a standard exchange, replacing it with an identical product, or, where appropriate, by a product of the same quality and with the same properties as the faulty product. Proof of purchase (purchase invoice) must be provided when requesting a product return.

A claim that a delivered product has a missing part, must be reported by the buyer within 14 days following the purchase date (as attested by the invoice date) to our customer service department.

#### b. Exclusions

The warranty covers only normal intended use, requires proof purchase and does not cover:

- Wear parts (See Table § « e. Length of warranty »)
- Damage caused by neglect, faulty installation, abnormal use contrary or not in accordance with the recommendations of this manual (impacts, scratches, etc.).
- Damage related to a cause external to the device: falling product, water damage, fire, lightning, non-natural chemical attack such as galvanic corrosion (electrolytic torque), etc.
- Damage due to external causes, unrelated to the product: falling product, water damage, fire, lightning, etc.
- Damage related to any modification or repair made by persons not authorised to do so by ERARD.
- Damage related to the storage of the product before its installation.
- Any damage during transport, related to the conditions of the ERARD warranty.

The following also are not covered:

- Returned products in which no faults can be found.
- Presentation/exhibition prototypes.
- Items (or parts of them including spares) damaged during transit.
- Claims submitted more than 15 days after product purchase date

#### c. Quotation

Quotation of the cost of spare parts for ERARD products are provided free of charge. Estimates are valid for fifteen days of being issued.

**d. Product Acceptance**

When receiving the products, the buyer must check, in the presence of the carrier, that they comply with the purchase order and that they have been delivered in proper condition. In the case of a non-conformity, the buyer must immediately notify **ERARD** by fax, confirmed by registered mail including confirmation of receipt form, within no more than three days from reception date. Failure to do so shall be considered confirmation that the Buyer accepts the product unreservedly and acknowledges that it matches the order.

Should any or all of the shipment be damaged or missing, the buyer must notify the carrier in writing by fax, in accordance with article L.133-3 of the French Commercial Code, including a full detailed accurate account of the claim along with proof, confirmed by registered mail including confirmation of receipt form, within three days of receiving the product. The buyer may obtain a replacement product free of charge or a refund, at **ERARD**'s discretion, with no further recourse available.

**e. Product return incomplete or defective****e.1 Particular customer**

All Product returns by the Customer, for any reason whatsoever, must be expressly agreed in advance by **ERARD**. If not agreed in advance, the Customer may not claim a replacement for the returned product, or claim a refund, or any other compensation.

The returns consent number may be obtained:

- By phone: (+33)4.72.46.16.26
- By email: [f.lemonnier@erard.fr](mailto:f.lemonnier@erard.fr)

Once the returns consent number is obtained, the product(s) (TV Furniture , TV column , TV wall mount, TV foot mount, lodus and antenna accessories) must be sent to the following address (The returns number must be visible on the outside of the package):

**ERARD SAS  
ZI de Chavanoz  
4 route de la plaine  
38236 PONT DE CHERUY  
FRANCE**

The electrical connections product(s) must be sent to the following address (The returns number must be visible on the outside of the package):

**ERARD SAS  
A l'attention du SAV  
Rue michel dugast  
85200 FONTENAY LE COMTE  
FRANCE**

The return of a product incomplete or defective under warranty is the responsibility of ERARD otherwise, for all returns, the company **ERARD** is responsible for shipping and insurance costs. Products must be returned in their original packaging.

In all cases, **ERARD** has the right, after checking the condition of the returned product, to refuse to replace or reimburse the disputed item.

Resume of products made further to error of order will be the object of a request of product return by e-mail with the customer department: [h.liimatainen@erard.fr](mailto:h.liimatainen@erard.fr)

## e.2 ERARD Distributor

All Product returns by the Customer, for any reason whatsoever, must be expressly agreed in advance by **ERARD**. If not agreed in advance, the Customer may not claim a replacement for the returned product, or claim a refund, or any other compensation.

The returns consent number may be obtained:

- By phone: (+33)4.72.46.16.26
- By email: [f.lemonnier@erard.fr](mailto:f.lemonnier@erard.fr)

Once the returns consent number is obtained, the product(s) (TV Furniture , TV column , TV wall mount, TV foot mount, lodus and antenna accessoires) must be sent to the following address (The returns number must be visible on the outside of the package):

**ERARD SAS  
ZI de Chavanoz  
4 route de la plaine  
38236 PONT DE CHERUY  
FRANCE**

The electrical connections product(s) must be sent to the following address (The returns number must be visible on the outside of the package):

**ERARD SAS  
A l'attention du SAV  
Rue michel dugast  
85200 FONTENAY LE COMTE  
FRANCE**

The return of a product incomplete or defective under warranty is the responsibility of ERARD otherwise, for all returns, the distributor is responsible for shipping and insurance costs. Products must be returned in their original packaging.

In all cases, **ERARD** has the right, after checking the condition of the returned product, to refuse to replace or reimburse the disputed item.

Resume of products made further to error of order will be the object of a request of product return by e-mail with the customer department: [h.liimatainen@erard.fr](mailto:h.liimatainen@erard.fr)



## **f. Right of withdrawal**

### **f.1 Generality**

In accordance with the provisions of Article L 121-20 of the Consumer Code, the Customer has a right of return within 7 days of receiving the Order. When this seven-day period on a Saturday, Sunday, public holiday or other non-working day, it shall be extended to the next working day.

Customers wishing to exercise their right of withdrawal must return the Products within the aforementioned period, in their original packaging, complete, and new.

In accordance with the provisions of Article L. 121-20 of the Consumer Code, the costs of returning an Order shall be borne by the Customer.

The right of withdrawal may be exercised either online, via the withdrawal form available on the web site [www.erard.com](http://www.erard.com) , or through any other clearly worded statement expressing the intention to withdraw, whereupon an acknowledgement of receipt will immediately be sent to the Customer by the Provider on a durable medium.

### **f.2 Exclusion**

In accordance with the provisions of **Article L121-20-2 of the Consumer Code**, the right of withdrawal cannot be exercised in the case of goods made according to the customer's specifications, or distinctly personalised, or which, by reason of their nature, cannot be returned.

Such cases include :

- Blister-packed products once the seal is broken by the Customer;
- Products requiring assembly, in which case the Seller refuses any return of Products after they have been mounted and dismounted.

Finally, should it turn out that the returned Product is not completely new, and its appearance or functionality has been altered by the use the Customer has made of it before withdrawal, and the original packaging has been damaged, the Seller reserves the right to:

- to refuse to refund the Product;
- Or deduct a lump sum of €30 (not inc. tax) to cover the costs of repackaging the product.

## 4. Spare part

### a. Availability of replacement parts

Criteria	Functional	Esthetic	Accessories
Warranty	Any spare part sold by the after-sales service is guaranteed 2 years. Replacement parts or replaced parts are warranted for the remaining term of the warranty.		

### b. Purchase of spare parts and accessories

Any order of spare parts must be done by addressing a request to the ERARD SAV (after-sales service) department by email, at the following address: [f.lemonnier@erard.fr](mailto:f.lemonnier@erard.fr)

To return products that have been mistakenly ordered, the customer shall issue a return request to the Sales and Delivery department, by email to the following address: [H.LIIMATAINEN@erard.fr](mailto:H.LIIMATAINEN@erard.fr)

Price : Net prices (file on request)

Terms of payment: 30 days end of the month

Documentation: Apply by email at the following @mail address : [f.lemonnier@erard.fr](mailto:f.lemonnier@erard.fr)

Shipping / Packing	Billing conditions
Product under warranty	Free
Product / Request Out of warranty	Billing of shipping fee on order
Spare part being quoted	Billing of shipping fee on order

Company : ERARD

Written by : LE MONNIER Fabien

Department : After sales

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