

FYRON

**Manufacturer's Warranty Conditions
BSTRD.**

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 BSTRD. 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 BSTRD. products directly from a dealer recognised by FG or from FG and who uses the product for normal household use. Excluded from the warranty are therefore consumers who purchase or acquire products from a third party, or a party not recognised by FG, as well as purchasers and/or acquirers who qualify as intensive users such as commercial as well as non-commercial restaurant owners, caterers, butchers, food trucks, food bloggers etc.

Products refurbished by recognised parties are excluded from warranty conditions. (specified in article 5.3.13)

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.

3. Registration condition and required information warranty claim

3.1 Registration purchase

The warranty may only be invoked if the purchase of the product in question is registered by the purchaser with FG. Registration also needs to have taken place within 3 months after the purchase date, upon default of which the purchaser has no claim to the warranty. Registration is possible through the website: weareBSTRD.com. A valid receipt for the registration is necessary as set out in article 2 of these warranty conditions. A card payment transaction isn't a valid receipt.

3.2 Procedure warranty claim

A warranty claim can only be submitted by the purchaser with the vendor where the product is purchased. The vendor concerns a recognised BSTRD. dealer of FG. The original purchaser is the person whose name is stated on the receipt or who has registered the warranty. FG is entitled to require proof of identification in the event of doubt. In addition to what is stipulated in article 3.1, 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
- Serial number (if present)

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.

Note: When replacing a part, the warranty starts date remains unchanged. If a part to be replaced is no longer deliverable, an offer is possibly made of new a product or similar replacement product. Depending

on the residual value of the current product, additional payment may be applicable, and the value of the part to be replaced is settled. For this the following residual value is applied:

- Within one year after purchase date: 90%
- Between one and two years after purchase: 70%
- Between two and three years after purchase 60%
- Between three and four years after purchase 50%
- Between four and five years after purchase 40%
- Between five and six years after purchase: 30%
- Between six and seven years after purchase 25%
- More than seven years after purchase: 0%

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

5.3.1 Ceramic dome and base

A BSTRD. ceramic cooker features a 20-year warranty on production and manufacturing defects of the ceramic dome (lid) and the ceramic base.

5.3.2 Ceramic firebox and fire ring

A BSTRD. ceramic cooker features a 20-year warranty on production and manufacturing defects of the ceramic fire box and the fire ring.

5.3.3 Colour and structure

Ceramic is a natural product which makes each BSTRD. kamado unique and there may therefore be variations in its colour and structure. In the event of any replacement of it, the colour, structure and/or texture may deviate, this is not a production or manufacturing defect. No rights may be derived from this.

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

5.3.4 Maintaining functionality

In a ceramic product such as a kamado, fine cracks (craquelé) may be present in the coating of the ceramic (enamel coating). In addition, these may arise as a result of the expansion and contraction of the ceramic base and dome by heating and cooling. The craquelé is a characteristic of glazed ceramic products. This is not a product or manufacturing defect and is therefore not covered by the warranty, unless there is a structural decrease of the functionality of the product as a result of this or it results in a complete fracture of the ceramic base or dome.

Other 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

5.3.5 Plate setter

The plate setter comes with a warranty of 2 years on production and manufacturing defects. This concerns both the stainless-steel frame and the ceramic stone. The warranty on the cast iron Dynamic Twist Deflector is also 2 years.

5.3.6 Wheels

The wheels have a 2-year warranty against production and manufacturing defects.

5.3.7 Dome thermometer

The dome thermometer comes with a warranty of 1 year on production and manufacturing defects.

In a humid environment, condensation may arise in a thermometer, also if the product is protected by a rain cover or is sheltered, such as under a roof cover or shed. Condensation in the thermometer is therefore not included under the warranty unless this results in a structural decrease of the functionality of the thermometer, and/or reading the temperature has become impossible. Suggestions to prevent or remedy this can be read on the maintenance page of BSTRD.

5.3.8 Felt/Infinty gasket

The felt/glasfiber gasket comes with a warranty of 6 months on production and manufacturing defects.

The felt/gasket needs to be replaced if this becomes flat/smooth or starts to unravel. The ceramic of a BSTRD. kamado can get damaged if this is replaced too late.

Damage to the ceramic as a result of late maintenance is excluded from the warranty.

5.3.9 Metal parts

FG makes every effort to use corrosion-resistant materials and coating on metal surfaces which are resistant against high temperatures. However, metal 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 metal 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 BSTRD.

5.3.9.1 Internal Metal Parts

The metal and cast iron parts located inside the cooking unit (such as, but not limited to, the platesetter rack, the ashtray, and the charcoal basket) have a 2-year warranty against manufacturing and production defects. This also includes the damper.

5.3.9.2 External Metal Parts

The metal and cast iron parts that are located outside the cooking unit (such as, but not limited to, the stand, the top cap, and the hinge) have a 5-year warranty against manufacturing and production defects.

5.3.10 Other materials

The other, not previously mentioned, materials (such as, but not limited to, the HPL insert of the side tables and the nylon handle) have a 2-year warranty on production and manufacturing defects.

5.3.11 Accessories and other products

BSTRD. accessories and cooking units other than kamados come with a 2-year warranty against manufacturing defects, unless they are consumable items with a reasonably shorter lifespan than mentioned above.

5.3.12 Consumables

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

5.3.13 Refurbished product

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

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 BSTRD. 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 BSTRD. 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. This includes examples such as discolouration, fading of prints/letters/marks, rust, wood weathering, moisture in thermometer, small ceramic damage such as scratches.

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, including, but not limited to, the registration condition as referred to in art. 3 of these warranty conditions.

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.

If the product is received as a gift, then the original purchaser (the giver) or the receiver of the kamado needs to register the BSTRD. in order to be eligible for the warranty.

6.6 Discount

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

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 weareBSTRD.com or contact us.

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