

FUTURISTIC BEEHIVE – WARRANTY AND LIABILITY STATEMENT

Product: Futuristic Beehive – innovative urban beehive (mechanical product, without electronic or software components)

Manufacturer: Futuristic Beehive d.o.o., Serbia, Europe

Representative: Futuristic Beehive LLC, United States of America

Contact: info@futuristicbeehive.com

1. LEGAL STATUS OF THE PRODUCT

Futuristic Beehive is a physical, mechanical product that does NOT contain electronic, electromagnetic, digital, or software components.

Accordingly, the product falls into the category of goods that:

- do not fall under EMC Directive 2014/30/EU,
- do not fall under Radio Equipment Directive 2014/53/EU,
- do not fall under Low Voltage Directive 2014/35/EU.

The product is compliant with EU regulations related to:

- General Product Safety Regulation (EU) 2023/988,
- Product Liability Directive 85/374/EEC (liability limitations defined further below),
- Standards for material safety for components exposed to the outdoor environment.

The product does NOT require a CE mark under EU law, as it does not belong to any category of goods subject to mandatory CE certification.

2. MANUFACTURER'S WARRANTY

2.1 Warranty period

Structural and mechanical components of the beehive: **12 months from the date of purchase.**

2.2 Warranty covers

- manufacturing defects
- material defects
- production faults affecting functionality or structural stability

2.3 Warranty does not cover

- damage caused by improper handling
- drops, impacts, breaks, deformations, scratches, thermal damage
- degradation caused by inappropriate chemicals or non-recommended cleaning agents
- damage caused by moisture, flooding, snow, ice, or extreme temperatures
- damage caused by animals, insects, rodents, vandalism, or theft
- damage resulting from placing the beehive on an unstable, unprofessional, or unsuitable surface
- damage caused by components added by the customer (upgrades, modifications, alterations)

3. CUSTOMER OBLIGATIONS

The customer agrees to:

- use the beehive in accordance with the user manual
- ensure a stable and safe physical placement of the product
- perform regular visual inspection and maintenance
- refrain from physical modifications, drilling, grinding, adjustments, or structural alterations
- comply with all local beekeeping regulations and practices related to handling bee colonies

The customer assumes full responsibility for all activities related to the handling of the bee colony.

4. CONSUMER RIGHTS & COMPLAINTS

The customer has the right to submit a complaint in accordance with:

- EU Consumer Rights Directive 2011/83/EU,
- General Product Safety Regulation (EU) 2023/988,
- Consumer Protection Law of the Republic of Serbia.

A complaint is valid only with:

- the original receipt,
- the warranty certificate,
- photo/video evidence of the defect.

The manufacturer is obliged to:

- respond to the complaint within 14 days,
- resolve the complaint within a reasonable period (up to 30 days under standard practice).

The consumer may submit a complaint electronically.

If the complaint is accepted, the seller is responsible for covering all repair costs required to eliminate the product's non-conformity, including labor, spare parts, and materials.

If the complaint is deemed unfounded, the consumer shall bear all associated costs.

5. LIMITATION OF LIABILITY

5.1 General disclaimer

The manufacturer is NOT responsible for:

- direct, indirect, incidental, or consequential damage
- damage to the bee colony, including:
 - queen loss
 - swarming
 - bee mortality
 - diseases
 - parasites (varroa, nosema, American foulbrood, etc.)
 - beekeeper error in assessment
 - climate-, season-, or biology-related risks
 - consequences of inadequate beekeeping decisions

The manufacturer does not assume responsibility for any biological processes, as they are not controlled by the product.

5.2 Disclaimer under EU Regulation 2023/988

The manufacturer is not liable for damage that:

- arises from using the product contrary to recommendations
- results from the use of unauthorized accessories, parts, or modifications

- occurs in conditions outside normal product use

5.3 Limitation under EU Product Liability Directive 85/374/EEC

The customer acknowledges that:

- the manufacturer's liability ends once the product is safely, correctly manufactured, and properly delivered
- the manufacturer is not responsible for damage related to the natural behavior of bee colonies
- the manufacturer is not liable for damages caused by unforeseeable circumstances beyond control (force majeure)

6. LEGAL JURISDICTION

For all disputes, the following applies:

- the laws of the Republic of Serbia as the country of origin,
- the competent court is the court with jurisdiction over the registered seat of the manufacturer.

7. CUSTOMER CONFIRMATION

The customer confirms and accepts these terms without the need for a physical signature, based on the fact that this document is publicly available on the official website of the manufacturer.

The customer hereby confirms that they have:

- fully reviewed all rights and obligations stated in this document,
- understood all warranty terms, liability limitations, and usage conditions,
- agreed to the full application of these terms.

Purchasing the product, as well as receiving this document via email, constitutes valid electronic consent in accordance with applicable EU regulations (eIDAS Regulation, EU 910/2014).