



Guarantee Conditions of LEDVANCE GmbH for VIVARES Light Management Systems towards Entrepreneurs (Version Date: July 2024)

TABLE 1a GUARANTEE FOR VIVARES LIGHT MANAGEMENT SYSTEMS TOWARDS ENTREPRENEURS

GUARANTEE PERIOD	SYSTEM PRODUCTS
7 Years (at a maximum rotation of the BIOLUX HCL CONTROL UNIT of 7,200° in total per day*)	VIVARES BIOLUX HUMAN CENTRIC LIGHTING BIOLUX HCL system by LEDVANCE consisting exclusively of the following interconnected BIOLUX HCL system components: a) a BIOLUX HCL CONTROL UNIT and b) up to 48 luminaires, LED strips, sensors of the type • BIOLUX HCL PANEL and/or • BIOLUX HCL DOWNLIGHT and/or • BIOLUX HCL LED strip kit and/or • VIVARES occupancy sensor

* Different preprogrammed lighting moods are selectable by rotating the BIOLUX HCL CONTROL UNIT clockwise or anticlockwise by varying degrees. The BIOLUX HCL CONTROL UNIT may be rotated clockwise or counterclockwise a maximum of 7,200° (equivalent to 20 complete 360° rotations) per day in total (adding together all operating procedures).

TABLE 1b GUARANTEE FOR VIVARES LIGHT MANAGEMENT SYSTEMS TOWARDS ENTREPRENEURS

GUARANTEE PERIOD	SYSTEM PRODUCTS (Product families)
7 Years (operation according product data sheet specification)	DALI LUMINAIRES • BIOLUX HCL PANEL • BIOLUX HCL DOWNLIGHT • PANEL INDIVILED • PANEL PERFORMANCE • PANEL COMFORT • PANEL FLEX • PANEL PROTECT • PANEL DIRECT-INDIRECT • LINEAR INDIVILED • DOWNLIGHT UGR < 19 • SPOT GEN2 • SURFACE FLAT • DAMP PROOF CLASSIC GEN2

	DALI COMPONENTS • MANUAL CONTROL UNIT DALI-2 • PUSH CONTROL UNIT DALI-2 • FLEX CONTROL UNIT DALI-2 • PUSHBUTTON COUPLER DALI-2 • SENSOR DALI-2 ZIGBEE LUMINAIRES • PANEL INDIVILED • PANEL PERFORMANCE • PANEL DIRECT-INDIRECT • PANEL INDIVILED DIRECT • DOWNLIGHT UGR < 19 • PANEL FLEX • PANEL PROTECT • PANEL COMFORT • LINEAR SURFACE • SURFACE CIRCULAR • DOWNLIGHT COMFORT GEN2 ZIGBEE COMPONENTS • VIVARES ZB CONTROL • VIVARES ZB COUPLER 220-240 • VIVARES ZB SENSOR • MANUAL CONTROL UNIT SELECT DIRECT • SENSOR DIRECT • LED STRIP CONTROL DIRECT • SWITCH KINETIC DIRECT 4B ZIGBEE PROGRAMMABLE NFC DRIVER CC • LED DRIVER ZIGBEE DIRECT PERFORMANCE
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TABLE 2 ENTRY INTO FORCE AND GUARANTEE TERRITORY

Entry into force of these Guarantee Conditions:	July 1, 2024
Guarantee Territory:	Countries within the European Economic Area (EEA) including the United Kingdom (even after the withdrawal from the EU by the United Kingdom) as well as the following countries: Albania, Bosnia and Herzegovina, Kosovo, Moldova, Montenegro, North Macedonia, Serbia, Switzerland, Turkey and Ukraine

TABLE 3 ASSERTION OF GUARANTEE CLAIMS

1) WHAT MUST BE SUBMITTED IN THE EVENT OF A GUARANTEE CASE?

To assert a guarantee claim, the guarantee beneficiary must submit either in writing by post or online the following documents to LEDVANCE or the respective locally responsible LEDVANCE group company (LEDVANCE Company) before expiration of the guarantee period (see table 1a and 1b):

- a) The **complaint form (as far as available online) or a simple written notification** must contain the following mandatory information:
- first name, last name and valid postal address of the guarantee beneficiary
 - for LEDVANCE direct customers additionally the LEDVANCE customer number of the guarantee beneficiary
 - product details of the guarantee product (in particular, without limitation: product name, product number (EAN) / product identity code (IC), purchased quantity, claimed quantity)
 - reason for complaint

For warranty cases within Germany

Download link to the complaint form for the postal service:

<https://www.ledvance.de/garantie-reklamationsformular>

Link to the complaint form for online complaints:

www.ledvance.de/reklamation

For warranty cases outside Germany

Link to the country list of LEDVANCE national companies, including available complaint forms: www.ledvance.de/garantie-laenderliste

If no separate complaint form is available there, a simple written notification with the aforementioned mandatory details to the respective locally responsible LEDVANCE company at its address given in the list of countries (see section 2) b)) shall suffice.

- b) a **copy or a scan of the original invoice** for the guarantee product or - only for LEDVANCE direct customers - a **copy of the original LEDVANCE delivery note**.

It is NOT initially necessary to return the defective guarantee product:

The defective guarantee product only needs to be returned if requested to do so by LEDVANCE or the respective local LEDVANCE company. In this case, the defective guarantee product must be sent in full, sufficiently stamped and in unbreakable packaging by post to the address given below (under 2) a) i) or 2) b)).

2) TO WHOM AND IN WHAT FORM SHOULD THE COMPLAINT FORM AND THE COPY OF THE INVOICE BE SENT?

a) WARRANTY CASES WITHIN GERMANY:

For warranty claims within Germany, a warranty claim can be made either by post or via the online claim form:

i) Submission by post:

Call up the claim form at www.ledvance.de/garantie-reklamationsformular, print it out and fill in the mandatory information. Enclose a copy of the invoice receipt and send both documents with

sufficient postage to the following return/complaint address:

LEDVANCE SASU
CQM Department
5 rue d'Altorf
67120 Molsheim
France

Complaints to other postal addresses cannot be processed.

ii) Online submission:

Call up the online complaint form at www.ledvance.de/reklamation (please use the complaint form "Private customer (end consumer)"), fill in the mandatory details and upload a copy of the invoice receipt as an attachment. Finally, click on "Send".

It is not possible to make a warranty claim by other means (e.g. by e-mail, telephone or fax).

b) WARRANTY CASES OUTSIDE GERMANY:

In the case of warranty claims in a warranty area outside Germany, the warranty claim will be processed and the warranty will be granted by **the respective locally responsible LEDVANCE** company in accordance with the provisions of these warranty conditions.

The locally responsible LEDVANCE company is the one in whose country the guarantee holder purchased the guarantee product. An overview of the LEDVANCE national companies can be found under the following link: www.ledvance.de/garantie-laenderliste

In the case of warranty claims outside Germany, the assertion of a warranty claim in accordance with clause 1 a) can either:

- i) by **written notification by post** with sufficient postage to the respective local LEDVANCE company or
- ii) via the respective **online complaint form** - provided that a link to an online complaint form is indicated in the list of countries at www.ledvance.de/garantie-laenderliste for the respective country of the warranty case.

Claims cannot be made by other means (e.g. by e-mail, telephone or fax).

1. Scope of Application, Guarantor/Guarantee Beneficiary

- 1.1. **LEDVANCE GmbH, Parkring 1 - 5, 85748 Garching near Munich, Germany** (hereinafter "**LEDVANCE**") hereby grants exclusively the system guarantee specified in TABLE 1 a/b for the guarantee system and guarantee period specified therein.
- 1.2. Guarantee beneficiaries are exclusively entrepreneurs within the meaning of § 14 of the German Civil Code (BGB) who have purchased a guarantee system as per TABLE 1 a/b after entry into force as per TABLE 2 and during the effective period of these Guarantee Conditions within the guarantee territory as per TABLE 2 (hereinafter "**Guarantee Territory**") provided that the purchase was made for commercial purposes or purposes of self-employed occupational activity (e.g. commercial use, commercial resale or commercial installation at third parties). However, one guarantee case regarding the same system product within the VIVARES light management system can only be asserted once by one guarantee beneficiary and not several times by different guarantee beneficiaries in the sales chain.
- 1.3. These Guarantee Conditions shall apply exclusively and exhaustively to the guarantee system product set forth in TABLE 1 a/b from entry into force of these Guarantee Conditions and within the Guarantee Territory as per TABLE 2. Any other effective guarantee claims regarding LEDVANCE products shall remain unaffected and the respective guarantee beneficiary shall be entitled to assert such other guarantee claims within the respective guarantee period in accordance with the provisions of the respective applicable guarantee conditions.

2. Objects of the Guarantee

- 2.1. The object of the system guarantee is the entire guarantee system consisting exclusively of the interconnected system products as per TABLE 1 a/b including built-in or supplied firmware/software and any properly installed patches, bug fixes, updates and/or upgrades thereof.
- 2.2. The system guarantee and guarantee claims do not include devices, products, firmware, software, optional comfort function like VIVARES cloud service, remote access to the installations as well as emergency power tests, or mobile apps of LEDVANCE, the guarantee beneficiary or a third party that are not system products as per TABLE 1 a/b and/or are not the object of the system guarantee as per Sec. 2.1 (hereinafter collectively "Non-System Guarantee Products"). LEDVANCE assumes no responsibility, liability, warranty or guarantee for Non-System Guarantee Products of the guarantee beneficiary or a third party, their operation by the guarantee beneficiary or a third party or any resulting disruptions, damages or defects (e.g. viruses or other malicious software).
- 2.3. The system guarantee shall exclusively apply to the original system products delivered in the original packaging and original accessories included in the original packaging (if any). The guarantee of the system does not include used products, exchangeable light sources (lamps) and any included batteries or accumulators (if any).
- 2.4. Only the App and Software released by LEDVANCE are permitted for commissioning and setup of the guarantee system. Use is exclusively subject to the App/Software Terms of Use, which are displayed during installation and are available in the app. Malfunctions, damage or errors caused by the use of the App/Software or a breach of their Terms of Use are not included in this system guarantee and guarantee claims.

3. Prerequisites of the Guarantee

- 3.1. Subject to the condition that
 - a) the system products have been operated continuously as an entire guarantee system as per Sec. 2.1 throughout the whole guarantee period and
 - b) the maximum rotation degree for the BIOLUX HCL-System according to TABLE 1 a is not exceeded.
 - c) the product lifespan for the VIVARES light management system according to TABLE 1 b is not exceededIf the above conditions under 3.1. are met, LEDVANCE guarantees according to the provisions of the guarantee conditions within the scope of a system guarantee, that the guarantee system is free from manufacturing and material defects within the guarantee period.
- 3.2. Guarantee claims based on this system guarantee do not exist if individual system products are operated, permanently or temporarily during the guarantee period,
 - a) as a single isolated product outside of a guarantee system or
 - b) in combination or conjunction with a Non-System Guarantee Product as per Sec. 2.2. (with the exception of the BIOLUX App).The aforementioned also applies if the Non-System Guarantee Product is a LEDVANCE product. Any possible existing separate individual guarantees of LEDVANCE for such Non-System Guarantee Products of LEDVANCE remain unaffected.
- 3.3. A guarantee claim shall only be valid if the guarantee system at all times has been operated within the permissible specifications according to the product data sheet and has been installed, put into operation and utilized in accordance with the installation and operating instructions.
- 3.4. The guarantee period commences on the date of the purchase invoice by the guarantee beneficiary. If the individual system products were purchased on different dates, the system product with the earliest purchase date is authoritative for the start of the guarantee period.

4. Exclusions of the Guarantee Claim

Guarantee claims shall especially, without limitation, be excluded in the following cases:

- a) merely negligible and insignificant damage or defects of the guarantee system which do not perceptibly impair the performance (e.g. outage of individual of several LED chips or LED arrays, flickering in operation, short-term in homogeneous light output, deviation in non-essential functionalities),
- b) expiration of the normal service life of the system product, as specified by the manufacturer and shown in the technical data, within the guarantee period and/or product-related usual reduction in luminous flux of a system product within manufacturer specifications (especially, without limitation, specifications of the lifetime with L and/or B value, e.g. "L70/B20"),

- c) product-related usual changes in light color of a system product according to the state of art,
- d) natural wear and tear of the guarantee system (e.g. changes due to weathering when the guarantee product is used outdoors),
- e) improper or unsuitable use of the guarantee system product,
- f) operation of the guarantee system in inadmissible or inappropriate operating environments (e.g. excessive humidity, heat, cold or dust or corrosive environments or if an interior luminaire is inadmissibly exposed to direct outdoor sunlight),
- g) damage or defects due to the exceeding of permissible temperature limits, switching cycles or voltage values or due to deficient supply network quality (e.g. voltage peaks or over-/undervoltage),
- h) insofar as the guarantee beneficiary or a third party has modified or repaired the guarantee system in combination with products or software of the guarantee beneficiary or a third party without LEDVANCE's prior express written consent,
- i) damage or defects caused by the guarantee beneficiary or a third party or
- j) unforeseeable events of force majeure outside of the sphere of influence of LEDVANCE for which LEDVANCE is not responsible (e.g. natural disasters).

5. Guarantee Benefit

- 5.1. The guarantee benefit shall be granted to the guarantee beneficiary within the meaning of Sec. 1.2 to the extent that
- a) a manufacturing or material defect within the meaning of Sec. 3.1, has occurred within the guarantee period and the other claim prerequisites as per Sec. 2 and Sec. 3 are fulfilled,
 - b) there are no grounds for exclusion as per Sec. 4 and
 - c) the guarantee beneficiary has duly asserted the guarantee claim in accordance with TABLE 3.

- 5.2. The guarantee benefit consists exclusively and at LEDVANCE's sole option in

- a) the provision of a replacement product free of charge in accordance with the provisions of Sec. 5.3 or
- b) - only if the guarantee beneficiary is a LEDVANCE direct customer - a credit note in the amount of the purchase price to the customer account of the guarantee beneficiary.

The guarantee service shall only be granted for the respective defective individual system product(s) and not for the entire guarantee system. A LEDVANCE direct customer is a customer who has purchased the guarantee system directly from LEDVANCE or a LEDVANCE Company with registered office in the Guarantee Territory (and not from a dealer or other third party).

- 5.3. In case of replacement delivery, LEDVANCE reserves the right to provide a different equivalent replacement product of the same kind the features, specifications and design of which may differ from the respective system product. The replacement product will exclusively be shipped within the Guarantee Territory.
- 5.4. Not included in the guarantee claim and the guarantee benefit are in particular, without limitation, the following:
- a) repair of the guarantee system product,
 - b) reimbursement of the costs of returning the product system as per TABLE 3,
 - c) reimbursement of installation, dismantling, transport, road, labor, planning, project management or material costs or costs of fault tracing or
 - d) other claims for damages or reimbursement of expenses (e.g. for transport or consequential damages or lost profit).

- 5.5 LEDVANCE reserves the right to examine the validity of the guarantee claim in each guarantee case.

- 5.6 The processing of the guarantee claim and the granting of the guarantee benefit in accordance with the provisions of these Guarantee Conditions will be carried out

- by LEDVANCE for guarantee cases in Germany and
- by the respective locally responsible LEDVANCE group company as per TABLE 3 (hereinafter "**LEDVANCE Company**") for guarantee cases in the Guarantee Territory outside of Germany.

The country of the guarantee case is the country in the Guarantee Territory in which the guarantee beneficiary has purchased the guarantee system.

- 5.7. The local responsible company is the LEDVANCE company in whose country the warranty holder purchased the warranty product. An overview of the LEDVANCE national companies can be found here:

www.ledvance.com/country-list-for-guarantee-cases. As a general rule, the guarantee beneficiary usually receives the guarantee benefit within one month after the guarantee claim has been duly asserted

- 5.8. The granting of the guarantee benefit does not extend or renew the original guarantee period.

6. Reservation of statutory Claims

The guarantee beneficiary's statutory claims and rights under warranty and under the German Product Liability Act (ProdHaftG) shall in no way be restricted by these Guarantee Conditions and the system guarantee granted therein. These statutory claims and rights and their free assertion shall apply independently of and in parallel to these Guarantee Conditions and guarantee claims.

7. Applicable Law, Place of Jurisdiction

- 7.1. These Guarantee Conditions shall exclusively be governed by the law of the Federal Republic of Germany under exclusion of the UN sales law (CISG) and the provisions of international private law.
- 7.2. To the extent the guarantee beneficiary is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for any and all disputes arising from or in connection with these Guarantee Conditions shall be Munich, Germany. Mandatory statutory provisions regarding exclusive places of jurisdiction shall remain unaffected.

8. Changing of the Guarantee Conditions

LEDVANCE reserves the right to change or amend these Guarantee Conditions at any time in its sole discretion with effect for the future. In this case, any effective guarantee claims based on this present version of the Guarantee Conditions shall remain unaffected and the respective guarantee beneficiary shall continue to be entitled to assert such guarantee claims within the respective guarantee period in accordance with the provisions of this present version of the Guarantee Conditions.