

**Guarantee Conditions of LEDVANCE GmbH**  
for LED Luminaires towards Consumers (Version Date: July 2019)

**TABLE 1** GUARANTEE FOR LED LUMINAIRES TOWARDS CONSUMERS

<b>GUARANTEE PERIOD</b>	<b>TYPE OF GUARANTEE</b>	<b>GUARANTEE PRODUCTS</b> (Product Families)
<b>10 Years</b>	<b>Partial Guarantee</b> (limited to LED module and driver)	<ul style="list-style-type: none"> <li>• ENDURA® PRO</li> <li>• ENDURA® STYLE branded LEDVANCE</li> </ul>
<b>5 Years</b>	<b>Standard Guarantee</b>	<ul style="list-style-type: none"> <li>• 1906®</li> <li>• ENDURA® CLASSIC</li> <li>• ENDURA® FLOOD and ENDURA® GARDEN FLOOD with a nominal power of more than 50 W</li> <li>• ENDURA® STYLE branded OSRAM</li> <li>• LED CLICK WHITE</li> <li>• LED COLOR WHITE</li> <li>• LED FLAT</li> <li>• LED RING</li> <li>• LED SPOTLIGHT</li> <li>• LUNIVE™</li> <li>• ORBIS®</li> <li>• PLANON™</li> </ul>
<b>3 Years</b>	<b>Standard Guarantee</b>	<ul style="list-style-type: none"> <li>• ENDURA® FLOOD and ENDURA® GARDEN FLOOD with a nominal power of 50 W or less</li> <li>• LED WORKLIGHT</li> <li>• SENSOR CEILING</li> <li>• SENSOR WALL</li> <li>• SUBMARINE® LED</li> </ul>
<b>3 Years</b>	<b>Partial Guarantee</b> (limited to LED module and driver)	<ul style="list-style-type: none"> <li>• CABINET LED</li> <li>• LED BULKHEAD</li> <li>• LED OFFICE LINE</li> <li>• LED POWER BATTEN</li> <li>• LED SWITCH BATTEN</li> <li>• LED VALUE BATTEN</li> <li>• LINEAR LED FLAT®</li> <li>• LINEAR LED SLIM</li> <li>• LINEAR LED TURN</li> <li>• SUMARINE® INTEGRATED</li> <li>• TUBEKIT LED®</li> </ul>

**TABLE 2 ENTRY INTO FORCE AND GUARANTEE TERRITORY**

<b>Entry into force of these Guarantee Conditions:</b>	July 1 <sup>st</sup> , 2019
<b>Guarantee Territory:</b>	Countries within the European Economic Area (EEA) including the United Kingdom (even after any withdrawal from the EU by the United Kingdom) as well as the following countries: Albania, Belarus, Bosnia and Herzegovina, Kosovo, Moldova, Montenegro, North Macedonia, Russia, Serbia, Switzerland, Turkey and Ukraine

**TABLE 3 ASSERTION OF GUARANTEE CLAIMS**

<p>To assert a guarantee claim, the guarantee beneficiary must submit the following to LEDVANCE or the respective locally responsible LEDVANCE group company (LEDVANCE Company) before expiration of the guarantee period:</p> <p>a) a <b>complaint</b> containing at least the following information:</p> <ul style="list-style-type: none"> <li>- first name, last name and valid postal address of the guarantee beneficiary</li> <li>- product details of the guarantee product (in particular, without limitation: product name, product number (EAN) / product identity code (IC), purchased quantity, claimed quantity)</li> <li>- reason for complaint</li> </ul> <p>b) a <b>copy of the original invoice</b> for the guarantee product.</p> <p>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 the <b>respective locally responsible LEDVANCE Company</b> which can be found in the country list under the following Internet link: <a href="http://www.ledvance.com/guarantee-country-list">www.ledvance.com/guarantee-country-list</a>. The country of the guarantee case is the country in the Guarantee Territory in which the guarantee beneficiary has purchased the guarantee product. Submission must be <b>in writing by post</b>, sufficiently stamped, to the respective locally responsible LEDVANCE Company. Submission by e-mail, Internet, telephone or fax is not possible.</p> <p><u>Return of the defective guarantee product upon request:</u></p> <p>Initially, the return of the defective guarantee product is not required. However, in each guarantee case, the respective locally responsible LEDVANCE Company reserves the right to demand the return of the defective guarantee product. In this case, the defective guarantee product must be returned in full, sufficiently stamped and in break-proof packaging by post.</p>
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## 1. Scope of Application, Guarantor/Guarantee Beneficiary

- 1.1. **LEDVANCE GmbH, Parkring 29-33, 85748 Garching near Munich, Germany** (hereinafter "**LEDVANCE**") hereby grants exclusively the guarantee specified in **TABLE 1** for the guarantee products and guarantee periods specified therein.
- 1.2. Guarantee beneficiaries are exclusively consumers who have purchased a guarantee product as per **TABLE 1** 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 not made for commercial purposes or purposes of self-employed occupational activity (e.g. commercial use, commercial resale or commercial installation at third parties).
- 1.3. These Guarantee Conditions shall apply exclusively and exhaustively to the guarantee set forth in **TABLE 1** 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 purchased before entry into force of these Guarantee Conditions or outside of the Guarantee Territory shall remain unaffected and the respective guarantee beneficiary shall continue to 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. Subject and Prerequisites of the Guarantee

- 2.1. The following guarantee types exist:
  - a) **Standard Guarantee:** In case of a Standard Guarantee as per **TABLE 1**, LEDVANCE guarantees, in accordance with the provisions of these Guarantee Conditions, that all parts of the respective guarantee product - subject to Sec. 2.2 - are free from manufacturing and material defects within the respective guarantee period.
  - b) **Partial Guarantee:** In case of a Partial Guarantee as per **TABLE 1**, LEDVANCE guarantees, in accordance with the provisions of these Guarantee Conditions, that exclusively the LED module and the driver of the respective guarantee product - subject to Sec. 2.2 - are free from manufacturing and material defects within the respective guarantee period.
- 2.2. The guarantee shall exclusively apply to the original guarantee product delivered in the original packaging and original accessories included in the original packaging (if any). The guarantee does not include used products, exchangeable light sources (lamps) and any included batteries or accumulators (if any).
- 2.3. A guarantee claim shall only be valid if the guarantee product 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.
- 2.4. The guarantee period commences on the date of purchase by the guarantee beneficiary.

## 3. 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 product (e.g. outage of individual of several LED chips or LED arrays),
- b) expiration of the usual lifetime of the guarantee product specified by the manufacturer within the guarantee period and/or product-related usual reduction in luminous flux of the guarantee product,
- c) product-related usual changes in light color of the guarantee product,
- d) natural wear and tear of the guarantee product,
- e) improper or unsuitable use of the guarantee product,
- f) operation of the guarantee product in inadmissible or inappropriate operating environments (e.g. excessive humidity, heat, cold or dust, corrosive environments or if an interior luminaire is inadmissibly exposed to direct outdoor sunlight),
- g) damage or defects 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, repaired or operated the guarantee product 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).

## 4. Guarantee Benefit

- 4.1. 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. 2.1 a) or Sec. 2.1 b), respectively, has occurred within the guarantee period and the other claim prerequisites as per Sec. 2 are fulfilled,

- b) there are no grounds for exclusion as per Sec. 3 and
  - c) the guarantee beneficiary has duly asserted the guarantee claim in accordance with **TABLE 3**.
- 4.2. The guarantee benefit consists exclusively in the provision of a replacement product free of charge in accordance with the provisions of this Sec. 4. 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 guarantee product. The replacement product will exclusively be shipped within the Guarantee Territory and, as a general rule, within one month after the guarantee claim has been duly asserted.
- 4.3. Not included in the guarantee claim and the guarantee benefit are in particular, without limitation, the following:
- a) repair of the guarantee product,
  - b) a full or partial reimbursement of or a credit note for the purchase price,
  - c) reimbursement of the costs of returning the defective guarantee product as per **TABLE 3**,
  - d) reimbursement of installation, dismantling, transport, road, labor or material costs or
  - e) other claims for damages or reimbursement of expenses (e.g. for transport or consequential damages).
- 4.4. LEDVANCE reserves the right to examine the validity of the guarantee claim in each guarantee case.
- 4.5. 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 product.
- 4.6. The granting of the guarantee benefit does not extend or renew the original guarantee period.

#### **5. 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 guarantee granted therein. These statutory claims and rights shall apply independently of and in parallel to these Guarantee Conditions and guarantee claims.

#### **6. Applicable Law**

These Guarantee Conditions shall 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. However, the application of mandatory statutory consumer protection provisions of the country where the guarantee beneficiary has his habitual residence shall remain unaffected.

#### **7. 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.