

## **LEDVANCE GUARANTEE**

## Conditions of guarantee of LEDVANCE GmbH for particular non-commercially used LED luminaires (version date: July 21, 2017):

- 1. LEDVANCE GmbH, Parkring 29-33, 85748 Garching, Germany (hereinafter "LEDVANCE") grants guarantees for the following LEDVANCE LED luminaires:
  - 3 year's guarantee for "SUBMARINE® LED Integrated" damp proof luminaires,
  - 5 year's guarantee for "LUNIVE<sup>®</sup>" indoor luminaires and
  - 5 year's guarantee for "ENDURA<sup>®</sup> STYLE" outdoor luminaires (batteries are excluded from the guarantee).
- 2. The guarantee period commences with the purchase date.
- **3.** The guarantee applies exclusively to luminaires purchased within Europe and used for non-commercial purposes.
- 4. Should one of the above-mentioned LEDVANCE luminaires fail due to a product fault within the respective guarantee period, the purchaser will receive a replacement product free of charge. Since the LEDVANCE products are subject to ongoing development, LEDVANCE reserves the right to deliver replacement in form of an equivalent product if necessary. Shipment will be effected exclusively within Europe. LEDVANCE reserves the right to make the final decision on the validity of any guarantee claim.
- **5.** The guarantee comprises exclusively the benefit described in section 4. Not included in the guarantee and the guarantee claims are in particular, without limitation,
  - a) damages due to incorrect or improper use of the luminaire, use-conditioned or other natural wear and tear of the luminaire or force majeure,
  - b) damages due to repair work or alterations of the luminaire performed by the purchaser or a third party without prior written consent of LEDVANCE and
  - c) the reimbursement of the purchase price, the reimbursement of installation or removing costs or costs of sending in of the luminaire, claims for damages or compensation for consequential damages.
- 6. The guarantee only applies if the luminaires are operated within the permissible specifications according to the data sheet and installed, put into operation and used in accordance with the enclosed installation and operating instructions.
- 7. In order to enforce a guarantee claim the purchaser shall send the defective luminaire in shatter-proof packaging and with a copy of the original invoice, postage paid by sender, to the LEDVANCE contact address in the country where the luminaire was purchased. In Germany this address is: LEDVANCE GmbH | Department CQM | Steinerne Furt 62 | 86167 Augsburg | Germany The addresses of the other European countries are available under the following Internet link:

## https://www.ledvance.com/company/about-ledvance/contact/europe/index.jsp

- **8.** This guarantee does in no way restrict the statutory warranty rights of the purchaser. Such statutory warranty rights apply separately and in parallel with this guarantee.
- **9.** These conditions of guarantee shall exclusively be governed by the laws of the Federal Republic of Germany to the exclusion of the conflict of law rules and the United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980.

These conditions of guarantee are also available online under the following Internet link: **www.osram-lamps.com/guarantee**