

Guarantee Conditions of LEDVANCE GmbH
for the BIOLUX HCL System Guarantee towards Entrepreneurs (Version Date: March 2020)

TABLE 1 BIOLUX HCL SYSTEM GUARANTEE TOWARDS ENTREPRENEURS

GUARANTEE PERIOD	GUARANTEE SYSTEM
<p align="center">5 Years</p> <p>(at a maximum rotation of the BIOLUX HCL CONTROL UNIT of 7,200° in total per day*)</p>	<p>BIOLUX HCL system by LEDVANCE consisting exclusively of the following interconnected BIOLUX HCL system components:</p> <p>a) a BIOLUX HCL CONTROL UNIT and</p> <p>b) up to 20 luminaires of the type</p> <ul style="list-style-type: none"> • BIOLUX HCL PANEL and/or • BIOLUX HCL DOWNLIGHT

* 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 2 ENTRY INTO FORCE AND GUARANTEE TERRITORY

Entry into force of these Guarantee Conditions:	March 16, 2020
Guarantee Territory:	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

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

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:

- a) a **complaint** containing at least the following 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 defective system component(s) (in particular, without limitation: product name, product number (EAN) / product identity code (IC), purchased quantity, claimed quantity)
 - reason for complaint
- b) a **copy of the original invoice** for the defective system component(s) or - only for LEDVANCE direct customers - a **copy of the original LEDVANCE delivery note**.

Registration of the guarantee system or the system components is not required.

Return of system components and/or provision of additional information/documents upon request:

Initially, the return of system components is not required. However, in each guarantee case, the respective locally responsible LEDVANCE Company reserves the right to demand

- a) the return of the defective and/or other system components and/or
- b) additional information (e.g. product name, EAN/IC) and/or documents (e.g. copy of the original invoice) regarding the other system components or the guarantee system, respectively.

In this case, the requested system components must be returned in full, sufficiently stamped and in break-proof packaging by post and/or the additional information/documents must be provided without delay.

2) TO WHOM MUST A GUARANTEE CLAIM BE ADDRESSED?

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 **respective locally responsible LEDVANCE Company** which can be found in the country list under the following Internet link: www.ledvance.com/guarantee-country-list. The country of the guarantee case is the country in the Guarantee Territory in which the guarantee beneficiary has purchased the guarantee system.

3) IN WHICH FORM MUST A GUARANTEE CLAIM BE ASSERTED?

Submission must be made

- a) **in writing by post**, sufficiently stamped, to the respective locally responsible LEDVANCE Company or
- b) - only if an Internet link to an online complaint form is specified in the country list under www.ledvance.com/guarantee-country-list for the respective country of the guarantee case - via such **online complaint form**.

Submission via other means (e.g. e-mail, telephone or fax) is not possible.

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 system guarantee specified in **TABLE 1** 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** 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 component 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 system 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 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. Object of the Guarantee

- 2.1. The object of the system guarantee is the entire guarantee system consisting exclusively of the interconnected system components as per **TABLE 1** 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 or mobile apps of LEDVANCE, the guarantee beneficiary or a third party that are not system components as per **TABLE 1** 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 components delivered in the original packaging and original accessories included in the original packaging (if any). The system guarantee does not include used products, exchangeable light sources (lamps) and any included batteries or accumulators (if any).
- 2.4. The BIOLUX App is required and permitted for the commissioning and setup of the guarantee system. The use of the BIOLUX App is exclusively subject to the BIOLUX App Terms of Use, which are displayed during installation of the app and are available in the app. The BIOLUX App as well as any disruptions, damages or defects caused by the use of the BIOLUX App or a violation of the BIOLUX App Terms of Use are not included in the present system guarantee and guarantee claims.

3. Prerequisites of the Guarantee

- 3.1. Subject to the condition that
 - a) the system components 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 as per **TABLE 1** has not been exceeded,LEDVANCE, in accordance with the provisions of these Guarantee Conditions, guarantees within the framework 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 components 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 purchase by the guarantee beneficiary. If the individual system components were purchased on different dates, the system component 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 or a system component (e.g. outage of individual of several LED chips or LED arrays),
- b) expiration of the usual lifetime of a system component specified by the manufacturer within the guarantee period and/or product-related usual reduction in luminous flux of a system component 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 component,
- d) natural wear and tear of the guarantee system or a system component,
- e) improper or unsuitable use of the guarantee system or a system component,

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- f) operation of the guarantee system or a system component 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 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 or a system component 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 benefit shall only be granted for the respective defective individual system component(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 component. 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 or individual system components,
 - b) reimbursement of the costs of returning system components 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. 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 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.

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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.