

**Guarantee Conditions of LEDVANCE GmbH**  
for Lamps towards Entrepreneurs (Version Date: March 2020)

**TABLE 1a** GUARANTEE FOR LED LAMPS TOWARDS ENTREPRENEURS

<b>GUARANTEE PERIOD</b>	<b>GUARANTEE PRODUCTS</b> (Product Families)
<b>5 Years</b>	<ul style="list-style-type: none"> <li>• HQI® LED</li> <li>• HQL® LED</li> <li>• PARATHOM® DIM Classic Glas, PARATHOM® DIM Classic Heatsink, PARATHOM® DIM PIN (G4/G9), PARATHOM® DIM R7S 78 75, PARATHOM® DIM R7S 78 100, PARATHOM® DIM R7S 118 125, PARATHOM® DIM R7S 118 150, PARATHOM® DIM Spot, PARATHOM® PRO Classic Glas, PARATHOM® PRO Spot</li> <li>• SubstiTUBE® Advanced, SubstiTUBE® Advanced UO, SubstiTUBE® Advanced UO Connected, SubstiTUBE® Food, SubstiTUBE® Motion Sensor, SubstiTUBE® T5 HO / HE, SubstiTUBE® U-Shape</li> </ul>
<b>4 Years</b>	<ul style="list-style-type: none"> <li>• PARATHOM® PIN/R7s/T26</li> </ul>
<b>3 Years</b>	<ul style="list-style-type: none"> <li>• DULUX® LED</li> <li>• LEDinestra®, LEDinestra DIM</li> <li>• SPECIAL T SLIM</li> <li>• SubstiTUBE® T9, SubstiTUBE® Value</li> <li>• Vintage 1906®</li> </ul>

**TABLE 1b** GUARANTEE FOR CONVENTIONAL LAMPS TOWARDS ENTREPRENEURS

<b>GUARANTEE PERIOD</b>	<b>GUARANTEE PRODUCTS</b> (Product Families)
<b>8 Years</b> (at a maximum burning time of 4,000 hours per year and a maximum of 1 switching cycle per day)	<ul style="list-style-type: none"> <li>• LUMILUX T8 XXT</li> </ul>
<b>5 Years</b> (at a maximum burning time of 4,000 hours per year and a maximum of 1 switching cycle per day)	<ul style="list-style-type: none"> <li>• DULUX L XT</li> <li>• LUMILUX T5 HE XT, LUMILUX T5 HO XT, LUMILUX T8 XT</li> </ul>
<b>3 Years</b> (at a maximum burning time of 4,000 hours per year)	<ul style="list-style-type: none"> <li>• LUMILUX T5 HE und HE ES, LUMILUX T5 HO und HO ES</li> </ul>

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

<b>Entry into force of these Guarantee Conditions:</b>	March 16, 2020
<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**

**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 guarantee product (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 guarantee product or - only for LEDVANCE direct customers - a **copy of the original LEDVANCE delivery note**.

Registration of the guarantee product is not required.

Return of the defective guarantee product upon request:

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.

**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](http://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 product.

**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](http://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 guarantee specified in **TABLE 1a/b** for the guarantee products and guarantee periods 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 product as per **TABLE 1a/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 guarantee product 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 set forth in **TABLE 1a/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 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. LEDVANCE grants the following guarantees:

- a) With regard to guarantee products as per **TABLE 1a** (LED lamps), LEDVANCE guarantees, in accordance with the provisions of these Guarantee Conditions, that the respective guarantee product - subject to Sec. 2.2 - is free from manufacturing and material defects within the respective guarantee period.
  - b) Subject to the condition that the maximum burning time and the maximum switching cycles as per **TABLE 1b**, to the extent specified, have not been exceeded, LEDVANCE guarantees with regard to guarantee products as per **TABLE 1b** (conventional lamps), in accordance with the provisions of these Guarantee Conditions, that the respective guarantee product - subject to Sec. 2.2 - is 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 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 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 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 or corrosive environments),
- 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, 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 and at LEDVANCE's sole option in
- a) the provision of a replacement product free of charge in accordance with the provisions of Sec. 4.3 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.
- A LEDVANCE direct customer is a customer who has purchased the guarantee product directly from LEDVANCE or a LEDVANCE Company with registered office in the Guarantee Territory (and not from a dealer or other third party).
- 4.3. 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 guarantee product.

The replacement product will exclusively be shipped within the Guarantee Territory.

- 4.4. Not included in the guarantee claim and the guarantee benefit are in particular, without limitation, the following:
- a) repair of the guarantee product,
  - b) reimbursement of the costs of returning the defective guarantee product 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).
- 4.5. LEDVANCE reserves the right to examine the validity of the guarantee claim in each guarantee case.
- 4.6. 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 product.
- 4.7. As a general rule, the guarantee beneficiary usually receives the guarantee benefit within one month after the guarantee claim has been duly asserted
- 4.8. 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, Place of Jurisdiction**

- 6.1. 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.
- 6.2. 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.

#### **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.