

# **5-Year Warranty on LED Lights**

## General Terms and Conditions

### **Instalighting GmbH**

58509 Lüdenscheid, Hohe Steinert 10  
(Status 01 October 2019)

Based on our conviction of the quality and reliability of our LED lights, as of 01 October 2019, Instalighting GmbH offers a warranty of 5 years, beginning no later than at the time of receipt of the products (or the delivery date):

#### **1. Warranty Terms**

- 1.1 This warranty applies exclusively in terms of the conditions specified in this document.
- 1.2 The contractual party is entitled to the rights arising from this warranty.
- 1.3 Claims under this warranty will only be granted to customers from member states of the European Union (EU) and the European Free Trade Association (EFTA) and it applies only to LED lights distributed in the European Union (EU) and the European Free Trade Association (EFTA).
- 1.4 The warranty extends exclusively to Instalighting GmbH's "INSTALIGHTING"-branded LED lights whose product specifications indicate a service life of at least 50,000 service hours.
- 1.5 A further condition for the assertion of the rights arising from the warranty is that the purchaser shall provide proof of purchase and of the time of receipt (for instance, by providing the delivery certificate and the purchase agreement).
- 1.6 In addition, the LED lights must have been professionally installed in accordance with the installation instructions and properly put into operation. The products must have been used only in conformity with the stipulated product and application specifications (in particular in accordance with the technical data sheet and product labelling). The assertion of the rights arising from the warranty further requires that maintenance and repair, as well as functional enhancement of the products have been performed exclusively in accordance with the specifications provided by Instalighting.
- 1.7 Claims arising from the liability for material defects, as directed in the general terms and conditions, are not affected by this warranty.
- 1.8 InstaLighting reserves the right to make decisions pertaining to the legitimacy of the asserted warranty claim. For this purpose, the customer shall return the defective LED lights, sufficiently post-stamped and free of duty, for defect assessment.

## **2. The manufacturer's warranty always excludes the following conditions:**

- 2.1. Direct or indirect consequential damages (such as damages for loss of use and/or production, loss of profit, fruitless expenditures, expenses for software updates);
- 2.2. Damages caused by the warranty holder him- or herself (for instance through intentional or grossly negligent behaviour), or arbitrarily caused by third parties instructed by the warranty holder, or those caused by accident, i.e., by a sudden and unforeseeable event or force majeure (explosion, fire, lightning, storm, or flooding);
- 2.3. Damages that do not impair the function of the product (scratches, dents, bumps, varnish, decorative equipment, etc.);
- 2.4. Damages to objects and consumables that must be replaced regularly, including, for instance, batteries, rechargeable batteries, etc.; With electronic components such as electronic ballast and LED, a reduction in luminous flux of the LED module from 0.6%/1,000 h and a downtime within the rated failure rate of 0.2%/1,000 h also do not constitute loss events within the meaning of these warranty terms and conditions, as these reflect normal use;
- 2.5. Damages to separately acquired additional objects or digital application programs for use of the product, for instance rechargeable batteries, software, etc.;
- 2.6. Damages to subsequently acquired accessories;
- 2.7. Damages caused by exceeding the limit values for ambient temperature, as well as through line voltage;
- 2.8. Damages caused by subsequent product modification (for instance, installation of emergency lighting components, replacement of ECGs, etc.);
- 2.9. Replacement of light sources (LED, LED modules) of lighting fixtures; Use of retrofit lamps;
- 2.10. Damages caused by extreme environmental conditions without prior written consent by Instalighting GmbH for use of the products.

## **3. Scope of Service and Execution**

- 3.1 The manufacturer's warranty provides that at our discretion, the product or its defective components may be repaired at one of our facilities or replaced by equal or equivalent replacement products. At our discretion, we may also take back the product and reimburse the purchase price, less depreciation. Replacements are subject to a deviation from the original product due to technical advancement, as well as a reasonable, minor deviation in respect of design and characteristics. New or recycled materials (fully functioning and tested) may be used as replacement parts. For replacement products and parts, policyholders subsequently again receive the full warranty in accordance with the statutory provisions.

- 3.2 The contractual partner must report the warranty claim to Instalighting GmbH. The report must be submitted within a period of 1 month from occurrence of the damage. The report must be submitted online. The delivery certificate from the delivery of the defective product from Instalighting GmbH must be attached at the time of the report.
- 3.3 Instalighting GmbH will check the product for defectiveness. If a defect cannot be identified, the warranty claim will not be accepted. In this case, the claimant shall be obligated to reimburse Instalighting GmbH for the costs of the testing procedure. In each individual case, InstaLighting shall decide at its own discretion whether the claim can be asserted vis-à-vis the claimant.

#### **4 Commencement and End Date of the Service**

- 4.3 The warranty protection begins upon receipt of the product by the warranty holder, no sooner than the date mentioned in the delivery certificate.
- 4.4 The warranty shall end 5 years following receipt or the time of delivery (the date of the delivery certificate applies) of the product, but no later than 66 months from the manufacturing date (see label on light).

#### **5. Transfer**

If the product is sold by Instalighting GmbH's contractual partner, the protection from this warranty shall take effect for the acquirer of the product instead of the contractual partner for the duration of his or her ownership, maximally for the period specified in no. 4. The warranty protection nevertheless commences pursuant to no. 4.1 with the delivery of the product to the contractual partner.

#### **6 Information Pertaining to Data Processing**

- 6.1 Instalighting GmbH collects, processes, and uses the customer's personal data (customer's name and address, information regarding the products purchased).
- 6.2 In each case, the use of personal customer data is in accordance of the German Federal Data Protection Act [Bundesdatenschutzgesetz - BDSG].

#### **7. Final Provisions**

This warranty is subject to German law under the exclusion of the rules and regulations of the UN Convention on the International Sale of Goods (CISG). The place of jurisdiction for all disputes arising from this warranty is Cologne, Germany.