

## TERMS OF WARRANTY

As of 01<sup>st</sup> January 2023, **Lightnet GmbH**

### 1. General provisions

1.1 Lightnet GmbH, hereinafter referred to as **the Warrantor** or **Lightnet**, grants a warranty to the buyer, hereinafter referred to as **the Warranty Holder**, of any product subject to the below-mentioned warranty and meeting the requirements mentioned further in this Clause 1, pursuant to the provisions included in these terms of warrantee.

1.2 The entrepreneurs, legal entities and special-purpose funds organized under public law (public sector) with registered office in the European Union, Switzerland or Norway who/which have bought a product subject to this warranty from Lightnet or a reseller according to Clause 6 shall be entitled to the warranty.

1.3 The warranty covers only products furnished with "Lightnet" label of Lightnet GmbH which are used by the Warranty Holder in the European Union, Switzerland or Norway.

1.4 The warranty covers only products based on LED technology.

1.5 Any otherwise applicable contractual or legal rights of the product buyer with respect to the products shall remain unaffected by this warranty.

### 2. Scope and basic principles of the warranty

2.1 Lightnet warrants that the product, including its individual structural parts shall not feature any production and/or material defects during the term of warranty mentioned in Clause 5.

2.2 The basic requirement for obtaining service under this warranty is that the product has been installed by an expert technician on the premises of the Warranty Holder according to the assembly instruction and generally recognized technical rules and standards and has been used by the Warranty Holder in accordance with the intended use and product specifications of Lightnet.

2.3 The warranty shall not cover the following, in particular:

2.3.1 Product failures or drops in luminous flux to the following extent (assumed lifetime 50.000h):

- product failures (death rate): up to a medium rated failure rate of 0.2%/1000 operating hours,
- energizing low power: drop in luminous flux up to 0.2%/1000 operating hours,
- energizing medium power: drop in luminous flux up to 0.3%/1000 operating hours,
- energizing high power: drop in luminous flux up to 0.4%/1000 operating hours.

2.3.2 Product failures or drops in luminous flux to the following extent (assumed lifetime 100.000h):

- product failures (death rate): up to a medium rated failure rate of 0.5%/1000 operating hours,
- energizing low power: drop in luminous flux up to 0.15%/1000 operating hours,
- energizing medium power: drop in luminous flux up to 0.2%/1000 operating hours,
- energizing high power: drop in luminous flux up to 0.25%/1000 operating hours.

The current values / assignments are regularly updated on the product data sheets ([www.lightnet.de](http://www.lightnet.de)).

2.3.3 Tolerances initial of

- +/- 10% power consumption in LED operating devices, and
- +/- 10% compared with communicated luminous flux values.

2.3.4 Colour shifts over lifetime.

2.3.5 Colour tolerances or color deviations of LED modules.

2.3.6 Change, discoloration or embrittlement of a plastic structural part of the product which results from the natural aging process, in particular, of a structural part made of polycarbonate.

2.3.7 Settings or parameterisation of lighting systems.

2.3.8 Faults in or damages to the product which have been caused by the Warranty Holders themselves or third parties authorised by them, e.g., in the case of incompetent installation and/or attempt to repair.

2.3.9 Faults in or damages to the products which could be claimed from a previous reseller or another third party within the framework of the warranty.

2.3.10 Faults in or damages to the product which do not affect the functioning of the product (scratches, dents, bulges, paint, decorative equipment, etc.).

2.3.11 Faults in or damages to integral parts or consumables used in the product which must be regularly replaced as a matter of principle, e.g., batteries, accumulators, emergency lighting modules, mechanical wear parts, etc.

2.3.12 Faults in or damages to the product which result from exceeding the threshold values with respect to ambient temperature or voltage, or result from exceeding other threshold values provided in the product specifications.

2.3.13 Faults in or damage to the product caused by unsuitable positioning, such as the direct exposure to sunlight in the summer months or a lack of distance to heat-emitting devices ("housing overheating") over a longer period (guideline: max. 20 min.) during operation.

2.3.14 Faults in or damage to the product caused by inadequate or missing protective measures in the environment and in the facility, e.g. exhaust air devices, cooling system, louvers or external venetian blind system, control of the performance via sensor technology etc. ; especially in combination with 2.3.13.

### **3. Assertion of a warranty claim**

3.1 Claims under this warranty must be sent to Lightnet in writing or by e-mail to the following address:

Lightnet GmbH  
Zollstockquertel 65  
50969 Koeln  
Fax: +49 (0) 221 - 22 25 26-99  
e-mail: info@lightnet.de

3.2 When the Warranty Holders assert a warranty claim, they must provide evidence for the origin of the product and the date of first invoicing by Lightnet by submitting the delivery note, invoice, or similar documents.

3.3 Upon request of Lightnet, the Warranty Holder must provide the rejected product to Lightnet for the purpose of inspection. If Lightnet requests such provision of the product, Lightnet shall take over the costs of shipment and return. If the Warranty Holder refuses to provide the product, Lightnet shall have no obligation to render the warranty service according to this warranty.

### **4. Scope of service**

4.1 If the assertion of a warranty claim is justified, Lightnet shall provide the following service to the Warranty Holder at the discretion of Lightnet:

- a) free repair of the defective product at the Lightnet's location, or
- b) replacement delivery of the same or equivalent product, or
- c) refund of the appropriate amount as a reduction of the purchasing price.

If the warranty service consists in the replacement delivery of the same or equivalent product, the deviations from the original product due to technical progress as well as acceptable and negligible deviations regarding the design and/or properties of the product shall be reserved.

4.2 Within the framework of the product repair, Lightnet can use new or recycled materials (fully functional and tested) as spare parts. Lightnet shall not provide any replacement product to the Warranty Holder during the repair period.

4.3 With respect to spare parts and in the case of replacement delivery of the products provided, Lightnet assumes the warranty to the extent and according to these terms of warranty for the remaining period of the warranty term.

4.4 The warranty term shall not be prolonged or renewed due to claiming the warranty service.

4.5 Within the framework of this warranty, no claims for compensation or reimbursement of futile expenses shall arise. In particular, Lightnet shall not compensate any damages due to loss of use, consequential damages or damages due to loss of profit within the framework of this warranty, neither shall Lightnet compensate the costs of, for example, fitting and/or removing the products (including the costs of scaffolding and lifting equipment), costs of assembly, storage, transport and/or shipment (unless it has been otherwise stipulated in these terms of warranty), costs of disposal of a defective product (unless it has been taken back by Lightnet), costs of parameterisation and/or commissioning of lighting systems, costs for updates of product software (unless the update has been made within the framework of a free repair according to Clause 4.1), etc., within the framework of this warranty.

4.6 In the case of unjustified assertion of a warranty claim, the Warranty Holder must refund Lightnet's expenses for the product inspection, including any shipment and return costs which have been taken over, except insofar as the lack of defectiveness was not apparent for the Warranty Holder.

## **5. Start and end of the warranty**

5.1 The term of warranty for the product starts on the date of Lightnet's invoice to the first buyer of this product.

5.2 The term of warranty ends 5 years after the above date of the first invoice.

## **6. Transfer**

6.1 If the product subject to this warranty is sold by the Warranty Holder to the subsequent buyer, the latter takes the place of the original Warranty Holder, provided that the buyer meets the requirements mentioned in Clause 1 with respect to the material, personal and territorial scope of this warranty's application. This warranty shall apply for the Warranty Holder who/which takes the place of the previous Warranty Holder to the extent and under the prerequisites which are envisaged in these terms of warranty. In particular, the new Warranty Holder shall also take over the obligation included in Clause 3.2 to submit the evidence of origin and prove that the term of warranty still runs.

6.2 The term of warranty shall not recommence or shall not be prolonged as a result of selling the product.

## **7. Final provisions**

7.1 The warranty shall be subject to German law, to the exclusion of the UN sales law (CISG).

7.2 Place of performance and, if the Warranty Holder is an entrepreneur, legal entity or special-purpose fund organized under public law (public sector), exclusive place of jurisdiction for all disputes arising from or related to this warranty shall be Cologne.