

Manufacturer Warranty for LED Products from Lichtwerk GmbH

Preamble

Lichtwerk GmbH, based in Hellinger Straße 3, 97486 Königsberg, Germany (hereinafter referred to as "Lichtwerk"), assumes a manufacturer's warranty that its LED products are free from manufacturing and/or material defects of five years from the invoice date. This manufacturer's warranty is valid throughout Europe.

§ 1 Scope of Warranty

- (1) The following requirements must be met for the warranty to come into effect:
 - (a) The products must have been used in accordance with the specified product and application specifications (data sheet) and must have been installed and put into operation by a licensed electrical company in a professional manner in accordance with the installation instructions accompanying the product, with full compliance with the maintenance instructions specified in the installation instructions.
 - (b) The limits for external influencing factors, such as ambient temperatures and mains voltages, must not have been exceeded.
 - (c) The products must have not been subjected to mechanical and/or chemical stresses which are to be categorised as improper.

- (2) In addition, the warranty only applies to malfunctions of products due to manufacturing and/or material defects which exceed the nominal failure rate. The nominal failure rate for electronic control gear and components, such as LEDs, shall be 0.2%/1,000 operating hours unless otherwise specified in the product and application specifications. In addition, for LED modules, a reduction in luminous flux of up to 0.6%/1000 operating hours and a point shift in luminous colour over the service life are considered normal and are not covered by the warranty. The stated values relate to an ambient temperature of +25°C. If LED modules are replaced, deviations in the light characteristics compared to the original product may occur due to technical progress and changes in the luminous flux due to use.

The warranty does not cover:

- (a) normal wear and tear, soiling, software defects, viruses, etc.,
- (b) intentional or grossly negligent damage,
- (c) wear parts such as batteries,
- (d) tolerances in luminous flux and power which can be up to $\pm 10\%$ with new LED modules,
- (e) plastic parts and seals which become discoloured or brittle due to ageing or UV light,
- (f) components supplied or retrofitted,
- (g) adjustments or parameterisations performed on installations which change as a result of wear, fatigue or contamination,
- (h) deviations of the product from illustrations or specifications, e.g. in our catalogues or other sales documents,
- (i) or products that have been modified or repaired without the written consent of Lichtwerk.

§ 2 Eligibility Criteria

- (1) To claim the warranty, the customer must inform Lichtwerk in writing within 2 weeks of the determination that the product has manufacturing and/or material defects. Lichtwerk must then be granted a reasonable period to examine the products. Should the return of the products to Lichtwerk be required for this, the customer shall bear the costs of the return. If there are doubts as to the existence of the alleged defect or that the alleged defect is due to a manufacturing and/or material defect covered by this warranty, the customer shall bear the burden of proving the existence of the defect and/or the causality of a manufacturing and/or material defect covered by this warranty. Furthermore, the customer shall furnish the relevant evidence.

- (2) The presentation of the purchase contract or a corresponding invoice of the LED products of Lichtwerk is a further requirement for claiming the warranty.

§ 3 Benefits

- (1) If, after examination of a product notified as covered by a warranty claim, it is found that it has the alleged defects and that these are covered by the warranty, Lichtwerk is free either to remedy the defect or to make a replacement chosen by it in the form of identical or equivalent products or to reduce the purchase price.
- (2) All replacement products or parts shall have the same functionality as the product or part to be replaced. Replacement products or spare parts may contain new or recycled materials which, although used or obsolete, are equivalent to new products or parts in terms of performance and reliability, but which may differ from the original product in terms of dimensions, design and lighting characteristics.
- (3) The provision of a warranty does not extend the warranty period. However, replacement products or spare parts are covered by the warranty to the extent that Lichtwerk warrants that the replacement products or spare parts will not contain any manufacturing and/or material defects for the remainder of the applicable warranty period for the product being replaced or in which they are installed.
- (4) All incidental costs incurred in the course of the rectification of defects shall be borne by the customer. These include, but are not limited to, the costs of removal and installation, packaging, transport or dispatch of the defective product and the repaired or replacement product, disposal, travel times, lifting equipment and scaffolding. The customer shall also bear the costs of any recommissioning, new software installations or software updates required within the scope of the warranty.
- (5) Lichtwerk is not liable under this warranty for any indirect, special or consequential damages, financial loss including loss of actual or expected profits, interest, income, expected savings or transactions, damages to goodwill and damages of any kind suffered by third parties. The statutory warranty rights remain unaffected and apply independently of this warranty.
- (6) The liability in each case of warranty is limited up to a lump sum amount of €200,000. Financial losses will not be compensated.

§ 4 Information on Data Processing

Lichtwerk collects, processes and uses personal data of the customer in accordance with the provisions of the European General Data Protection Regulation (GDPR), the German Telemedia Act (TMG) and the German Data Protection Act (BDSG). Personal data is any individual information about the personal or material circumstances of an identified or identifiable natural person. The customer's personal data will not be passed on to third parties unless this is necessary for the purpose of processing this warranty or the customer has expressly consented to it.

§ 5 Final Provisions

- (1) The customer can only transfer the warranty or his rights from it to third parties with the written consent of Lichtwerk.
- (2) The laws of the Federal Republic of Germany shall apply. The provisions of the UN Convention on Contracts for the International Sale of Goods do not apply.
- (3) The exclusive place of jurisdiction for all disputes arising from this warranty statement is either the Amtsgericht Hassfurt or the Landgericht Bamberg.
- (4) In the event that individual provisions of this warranty statement are or become invalid in whole or in part, the validity of the remaining provisions shall not be affected. The totally or partially invalid provision shall be replaced by a valid one which is as close as possible to the will of the party.

Königsberg, June 2024