

PRODUCT GUARANTEE

OF THE VOSSLÖH- SCHWABE GROUP



VS develops, manufactures and supplies high-grade lighting technology components, products and system solutions. As a Panasonic subsidiary we are committed to providing our customers with an excellent quality standard. Accordingly, our product portfolio is covered by an extensive guarantee that exceeds the usual statutory warranty periods.

■ § 1. VALIDITY

(1) Inasmuch as no alternative agreement was concluded in the individual case, this guarantee is applicable to numerous VS products from the categories of control gear for conventional lamps and LED products, as described in more detail below.

(2) This guarantee is valid for products sold on or after 01.03.2016 and will replace all previous guarantees from that date onwards.

(3) This guarantee does not cover any products not directly delivered by VS as well as any products not bearing a registered VS trademark.

(4) In addition, this guarantee does not cover any samples or prototypes, even if no specific agreement was concluded in the individual case.

(5) This guarantee equally does not cover customer-specific products that were developed and/or manufactured in accordance with specific customer requirements.

■ § 2. GUARANTEE PERIOD AND PRODUCTS

(1) The guarantee period which applies for a VS product is specified on the respective datasheet and/or in the separate overview „Garantiezeiträume / Guarantee Periods“ published on our homepage and also available from VS on request.

(2) The guarantee period begins with the delivery date of the respective product, but at the latest six months following the date of its production.

(3) In case of products for which neither the data sheet nor the overview „Garantiezeiträume / Guarantee Periods“ specify any guarantee period, statutory provisions (statutory liability) shall solely apply.

Product Guarantee of the Vossloh-Schwabe Group

■ § 3. TERMS AND CONDITIONS OF THE GUARANTEE

(1) Products must be used in accordance with the specified installation and operating instruction and only for applications that comply with the specifications.

(2) With regard to integration and operation in luminaires or lighting systems, only products and components must be used that comply with the respective, applicable IEC specifications.

(3) Devices and systems must be serviced and maintained properly with (written) documentary evidence.

(4) The guarantee solely covers product hardware faults caused by material, construction or production errors with failure rates that exceed nominal failure rates.

(5) Product failures attributable to the behavior of any software which may be part of or may be implemented with the product are not covered by this guarantee.

(6) Damages resulting from UV exposure, excessive humidity or aggressive substances (incl. salt or salt water) are not covered by this guarantee.

(7) Product faults caused by mains power surges are excluded from this guarantee.

■ § 4. SERVICE LIFETIME AND FAILURE RATES

(1) The rated service lifetime and nominal failure rate values specified in the VS product catalogue or in the respective VS datasheets in their current versions shall apply. The VS product catalogue and product datasheets are available for download from the VS website or directly from VS on request.

(2) In order to achieve the specified rated service lifetime and nominal failure rate values, products must be operated and maintained in accordance with the instructions. In particular, this includes compliance with any provisions specified by the manufacturer, with respective national and/or international standards as well as with local codes and regulations.

(3) With regard to LED modules and LED light engines, special care must furthermore be taken to ensure an adequate thermal connection between the LED module respectively LED light engine and the luminaire or other installation device and that the specified temperature limits are not exceeded.

(4) Outages that remain below the nominal failure rate do not constitute a basis for a claim under this guarantee.

■ § 5. PHOTOMETRIC PROPERTIES OF LED PRODUCTS

(1) The terms of this guarantee apply only to mortality cases that exceed the nominal failure rate.

(2) Changes in photometric properties over the course of the product's service life (e.g. changes in colour temperature or degradation

of luminous flux) are not covered by this guarantee.

(3) Due to technical improvements or use-related changes in luminous flux, subsequent deliveries may show differing photometric properties to the original products.

■ § 6. GUARANTEE ITEMS

(1) In the event of a guarantee claim, VS – at its own discretion – shall repair the defective products and/or components, provide the customer with suitable replacement or refund the price of the defective devices.

(2) The costs associated with disassembly and reinstallation as well as the cost of shipping (outward-bound and return) of the affected products are excluded from this guarantee.

(3) Further costs that may arise, for instance due to system downtime or other (consequential) damage, are also excluded from this guarantee.

(4) The guarantee period shall not be extended by the performance of any work that falls under the terms of this guarantee.

■ § 7. ASSERTION AND CHECKING OF CLAIMS

(1) Guarantee claims must be submitted in writing along with the faulty product immediately after the respective fault has occurred.

(2) VS reserves the right to check the faulty product. To this end, when returning faulty luminaire components, it is also necessary to send in the affected luminaire incl. light source/lamp.

(3) Mutually agreed, acceptable transport costs of faulty components and products shall be borne by VS. The customer remains liable for any damage caused by insufficient packaging on the customer's part.

■ § 8. APPLICABLE LAW; MISCELLANEOUS

(1) The sole place of jurisdiction for all legal disputes shall be the competent court at the headquarters of the respective company of the VS Group if the customer runs a business within the meaning of the German Commercial Code (HGB). Should the customer run a business within the meaning of the German Commercial Code (HGB), VS is also entitled to sue said customer at its general place of jurisdiction.

(2) All contractual relationships between any customer and us are solely governed by the laws of the Federal Republic of Germany under exclusion of UN law if the customer runs a business within the meaning of the German Commercial Code (HGB).

(3) Any guarantee claims shall be handled via the VS sales offices in the respective country.

(4) Statutory warranty rights shall remain unaffected by this guarantee.