

LEDON GmbH, Millennium Park 6, 6890 Lustenau, Austria, provides the following

5-year manufacturer's guarantee for the LEDON LED product range:

In accordance with the following conditions, we guarantee until the expiry of the nominal life time, but max. for a period of five years from the invoice date that, if used in accordance with their intended purpose, the products marketed under the trade mark "LEDON" and those which are distributed by LEDON, are free from manufacturing defects and/or defective material.

Guarantee conditions

This guarantee provided shall apply solely on the condition that the products are used in accordance with the given product and application specifications (as found on the data sheets, product brochure and the like). Luminaires also have to be professionally installed in the specified manner (according to the installation instructions enclosed with the product). Limits for ambient temperatures (-20°C to +40°C, unless otherwise specified), defined Tc-point and a humidity of up to 80% must not be exceeded. An overvoltage protection must be provided on site. The product must not be exposed to any mechanical stresses or strains that are not in accordance with its intended purpose. The guarantee exclusively covers product failures that were caused by proven defects in material, design or production as well as failure rates exceeding the nominal failure rate. In case of electronic control gear and/or components such as LEDs, the nominal failure rate is 0.2%/1000 burning hours, unless the nominal service life and nominal failure rate of a gear or of a component are defined otherwise in the product and application specifications (data sheet, product brochure and the like).

Making use of the guarantee requires that the purchase contract or a corresponding invoice is submitted within 8 days after detecting defects or fault. For luminaires a detailed operating protocol has to be maintained to ensure the proper use of the product. LEDON GmbH reserves the right to decide upon the eligibility of a guarantee's claim. This generally requires the return of the defective product at the expense of the customer to LEDON GmbH. If, during the guarantee period, we are notified of a guarantee case involving any of our products for which the manufacturer's guarantee is provided, LEDON GmbH shall be at liberty to repair the defective product, replace it with an identical or equivalent product or to grant a price reduction.

General terms and conditions

1. This manufacturer's guarantee is a replacement products guarantee or replacement parts guarantee, as the case may be. Any or all replacement products or replacement parts may contain new or recycled materials which are equivalent to new products or parts in respect of performance and reliability. The dimensions and the design of the replacement product may deviate to a minor (justifiable) extent from those of the original product. "Recycled materials" are parts or products that have been used or overhauled and are not new. Although such parts or products are not new, they are in "like new" condition as regards performance and reliability after having been overhauled or repaired. The functionality of any or all replacement products or replacement parts is equivalent to that of the product or part to be replaced. LEDON GmbH guarantees that replacement products or replacement parts will not have any defects in material or manufacturing defects for the remaining duration of the applicable guarantee period for the product that is replaced or into which they are incorporated.

2. This guarantee does not apply to:

- a) any ancillary costs incurred in connection with remedying the defects (such as, for instance, the costs of installation and dismantling, transport of the defective and of the repaired and/or new product, disposal, mileage, travel time, hoisting engines, scaffolding); such costs shall be borne by the buyer;
- b) any services that may be necessary, such as renewed commissioning, software updates etc.;
- c) damage and consequential damage that have been caused by the power supply, such as short-term voltage peaks, over- / under voltage, or control systems for ripple current, which are not within the specified limits of the product or the limits that are established by the applicable delivery standards;
- d) damages that have been caused by accident, improper or unreasonable use, improper transport (e.g. with unsuitable or insufficient packaging); or damages resulting from the product being dropped;
- e) impairments to the functionality of the product, resulting from contaminants such as heavy dust or nicotine deposits in ventilation slots;
- f) parts subject to wear, such as, for instance, batteries and mechanical parts subject to wear; likewise, software defects, or malicious software;
- g) plastic parts from e.g. polycarbonate and PMMA, which may change color or become brittle due to the natural aging process;
- h) visual wear from current use, e.g. scratches, varnish damages;
- h) settings and/or parameterizations on facilities that vary on account of wear, fatigue, or dirt;
- i) damage and consequential damage that have been caused by dimmers or transformers, which are not listed as suitable on the LEDON dimmer or transformer compatibility list;
- j) damage and consequential damage that have been caused by converters which are not configured and released by LEDON.

3. This guarantee shall expire immediately if any changes to or any repair work on the product is performed without written consent or if the product is installed inappropriately or in the case of luminaires by unqualified staff. A precondition for the granting of the guarantee is also the readability of the brand name, item number and batch number on the product.

4. Additional information concerning LED products: guarantee conditions apply exclusively to the mortality exceeding the nominal failure rate of 30%. The resultant perceived color of LED modules is not included in the guarantee. Luminous flux as well as the output of a LED lamp is subject to a tolerance of +/- 10%. In product and application specifications (data sheets, product brochure and the like) all relevant technical data are given. Due to technical progress and to the change in the luminous flux of products that is caused by their use, subsequent deliveries of LED light sources may have light properties deviating from those of the original products.

5. We do not assume any liability in excess of this manufacturer's guarantee. The vendor's warranty, however, shall remain in effect without change and shall continue to be in place beside this manufacturer's guarantee.

6. Under exclusion of the conflict rules this manufacturer's guarantee is applicable only under Austrian law. The application of the UN Sales Convention shall be expressly excluded. The factual and local Austrian competent court for 6890 Lustenau shall have exclusive jurisdiction for all disputes arising from this guarantee.

Status: June 2016