

Zumtobel Lighting GmbH, of Schweizer Straße 30, A-6850 Dornbirn, Austria, commercial register file number FN 62900a, and Zumtobel Lighting GmbH, of Grevenmarschstraße 74-78, D-32657 Lemgo, Germany, commercial register file number HRB 6771, through the respective Zumtobel distributors, provide the following

**5-year manufacturer's guarantee on Zumtobel products:**

**We guarantee subject to the conditions specified herein in more detail that the products that are marketed under the trademark "Zumtobel" and are manufactured in the European works, if used in accordance with their intended purpose, are free from manufacturing defects and defective material for the guarantee period of five years from the invoice date. This guarantee shall not apply to products delivered prior to April 1, 2010.**

The guarantee is provided only on the condition that the customer registers the respective installation (building) online at ([www.zumtobel.com/guarantee/registration](http://www.zumtobel.com/guarantee/registration)) within 90 days from the invoice date at the latest. The guarantee shall apply exclusively on the condition that the products are used in accordance with the given product and application specifications (data sheets, product leaflet, etc.) and that they have been installed and put into service in a workmanlike manner (according to the installation instructions enclosed with the product). Temperature and voltage limits must not be exceeded, the product must not be exposed to any mechanical and/or chemical stresses and strains that are not in accordance with its intended purpose. The guarantee for electronic control gear shall apply only if the product is installed with lamps that meet the relevant IEC specifications. The guarantee exclusively covers product failures that were caused by proven defects in material, design or production as well as failure rates exceeding the mean nominal failure rate. In case of electronic control gear and/or components such as LED modules, the mean nominal failure rate is 0.2%/1000 burning hours, unless the mean 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 leaflet, etc.). It is the customer's duty to notify us in writing of the guarantee case within 30 days from detection of the defect; such notification must be accompanied by the corresponding purchase contract and/or the invoice and a relevant proof of the occurred defect. Should an examination of the product reveal that a guarantee case has arisen, it is in our discretion to either repair the defective product, to replace it with an equivalent product or to grant a reduction in price.

1. This manufacturer's guarantee is a replacement products guarantee or replacement parts guarantee, as the case may be. Any and 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 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 and all replacement products or replacement parts is equivalent to that of the product or part to be replaced. We guarantee 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. The 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) parts subject to wear, such as, for instance, all standard lamps, batteries and starters for luminaires with magnetic ballasts and hard drives; computers and servers containing either hard discs or mechanical parts subject to wear; likewise, software defects, bugs or viruses;
  - c) plastic parts made of polycarbonate and PMMA, for example, which are subject to discolouration and embrittlement as a result of the natural ageing process;
  - d) electronic components, products and luminaires which Zumtobel markets as merchandise such as e. g. touch panels, printers and computers under third party labels, as well as luminaires of other manufacturers (Bega, Simes, Thorn, etc.);
  - e) settings and/or parameterizations on facilities that vary on account of wear, fatigue, or dirt;  
and
  - f) any services that may be necessary, such as renewed commissioning, software updates etc. By additionally entering into a Zumtobel maintenance agreement, an extended guarantee including the assumption of costs of disassembly and reassembly in the first 5 years is possible. If you are interested, please contact your competent Zumtobel vendor.
3. The 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 by non-qualified staff.
4. Additional information concerning LED products: In LED modules, a reduction in luminous flux is in accordance with the state of the art as long as the relevant value does not fall below 0.6%/1000 burning hours and is thus not covered by the guarantee. The colour shift of LED modules is not included in the manufacturer's guarantee. In a new LED module, light flux and performance are subject to a tolerance of +/- 10%. All relevant technical data are defined in the product and application specifications (data sheet, product leaflet, etc.). Due to technical progress and to the change in the luminous flux and light colour of products that is caused by their use, subsequent deliveries of LED modules 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. Austrian law with the exclusion of the conflict rules is exclusively applicable. Application of the UN Convention on Contracts for the International Sale of Goods is expressly excluded. The locally competent court for 6850 Dornbirn having subject-matter jurisdiction shall exclusively decide on any disputes resulting from this guarantee.