

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 that, if used in accordance with their intended purpose, the products marketed under the trade mark "Zumtobel" that are manufactured in the European works (unless they are excepted as set forth in Item 3) are free from manufacturing defects and/or defective material for the guarantee period of five years from the invoice date. This guarantee shall apply only to products delivered on or after April 1, 2010.

The guarantee provided shall apply exclusively on the condition that the products are used in accordance with the given product and application specifications (data sheets) 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 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 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). Making use of the guarantee requires that the purchase contract or a corresponding invoice be submitted. The guarantee is provided only on the condition that the customer registers the respective installation (building) online (www.zumtobel.com/guarantee/registration).

1. 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, and such notice is accompanied by the relevant proof, we shall be at liberty to either repair the product at one of our sites or to replace it. Should an examination of the product reveal that the product has defects which are covered by this guarantee, we shall be at liberty, within the scope of what is reasonable, to either provide a replacement in the form of an identical or equivalent product chosen by us or refund the purchase price instead of providing a replacement.
2. 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 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 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.
3. 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) electronic components, products and luminaires which Zumtobel markets as merchandise (for instance, touch panels, printers and computers under third party labels) as well as luminaires of other manufacturers (e.g. Bega, Hess, Simes, Thorn etc.);
 - d) settings and/or parameterizations on facilities that vary on account of wear, fatigue, or dirt;and
 - e) 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.
4. 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.
5. Additional information concerning LED products: The guarantee conditions apply exclusively to the mortality exceeding the nominal failure rate (0.2% per 1000 burning hours). With LED modules, a reduction in luminous flux is normal as long as the relevant value does not fall below 0.6%/1000h burning hours and is thus not covered by the guarantee. 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.
6. 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.
7. Applicable law: reference is made to the conditions attached to the invoice and/or to the General Conditions of Business.