

Zumtobel Lighting GmbH, Schweizer Straße 30, 6850 Dornbirn, Austria (Commercial Register Number 62900a, Regional Court Feldkirch, Austria) grants the following

Manufacturer's guarantee of five years on Zumtobel and Thorn products:

Pursuant to the detailed conditions herein, we guarantee, during the guarantee period of five years from the date of delivery, that those products that are sold by authorised merchants and labelled with the trademark "Zumtobel" or "Thorn" shall be free of manufacturing and material defects when used as intended. This manufacturer's guarantee shall not apply to products with a delivery date before 1 May 2015. It applies only in the Member States of the European Union (EU) and the European Free Trade Association (EFTA) and only with respect to customers who have acquired the product new and placed it in service for the first time in a Member State of the EU or EFTA.

The guarantee applies exclusively upon the condition that

1. The products are used in conformity with the stated product and usage specifications (particularly according to the specification sheet, product brochure, product label and the like);
2. The products were professionally installed and placed in service according to the installation instructions accompanying the product;
3. The maintenance and repair services on the products have been performed exclusively in accordance with the manufacturer's specifications;
4. Services, such as software upgrades or added functionality, have been performed exclusively by the manufacturer or a third party named by the manufacturer;
5. The acceptable limits for temperatures and voltages according to the relevant technical or product-specific standards indicated are not exceeded;
6. The product is not exposed to any unintended mechanical and/or chemical stresses.

The guarantee exclusively covers product failures that are caused by proven material, design or manufacturing flaws and exceed the mean nominal failure rate. In the case of controllers or components such as LED modules, the mean nominal failure rate is 0.2%/1,000 hours of operation, unless the median nominal service life and nominal failure rate of the controllers or components are otherwise defined in the product and usage specifications (particularly according to the specification sheet, product brochure and the like). The customer is not entitled to make any claims under this manufacturer's guarantee unless the customer notifies the guarantor – or the sales subsidiary of the Zumtobel Group in the respective country in which the product was first purchased and placed in service – of the case that is covered by the guarantee within 30 days (arrival) of noticing the defect; the notification shall be in writing with attachment of a copy of the applicable purchase agreement or invoice and corresponding proof of the defect that has appeared. If upon inspection of the product it should appear that the case is covered by the guarantee, it is within the discretion of the guarantor to repair the defective product, to deliver an equivalent product free of charge or to offer a price reduction. This guarantee shall not apply to product failures that have already been corrected through exchange, repair or price reduction within the scope of the guarantee. When the guarantee has been fulfilled, the guarantee period does not start to run again.

Guarantee cases are processed through the respective sales subsidiary of the Zumtobel Group in the respective country in which the product was acquired new and placed in service.

1. All replacement products or parts may contain new or recycled materials whose performance and reliability are equivalent to new products or parts. The dimensions and design of the replacement product may deviate from the original product. 'Recycled materials' are parts or products that are used or reconditioned and are not new. Although such parts or products are not new, after reconditioning or overhaul the condition is like new with respect to performance and reliability. The functionality of all replacement products or parts is equivalent to that of the product or part being replaced. Replacement products or parts shall not exhibit any material or manufacturing defects for the remainder of the applicable guarantee period for the product that is replaced or in which they are installed.
2. The guarantee shall not apply to
 - a) Any incidental costs arising in connection with the correction of defects (guarantee fulfilment), such as for installation and removal, transport of the defective and repaired or new product, disposal, travel and transit time, hoists, scaffolding); these costs are borne by the buyer;
 - b) Wear parts, such as all standard lamps, batteries and hard drives; computers and servers that contain hard disks or mechanical wear parts;
 - c) Plastic parts (e.g. made of polycarbonate) to the extent they discolour or embrittle due to the natural ageing process;
 - d) Electronic components, products and lamps that Zumtobel sells as articles of merchandise, such as touch panels, printers and computers under third-party labels, as well as lamps of other manufacturers;
 - e) Settings or parameter settings on equipment that change based on wear and tear, fatigue or soiling;
 - f) Product defects that are attributable to software errors, bugs, viruses or the like;
 - or
 - g) Services that are needed from time to time, such as recommissioning, software updates, etc.

An extended guarantee, including assumption of costs for disassembly and reassembly in the first five years, can be obtained by also concluding a maintenance contract. If you are interested, please contact your responsible sales representative.

3. The guarantee expires immediately if the customer or third parties make or perform changes, repairs, service work or troubleshooting without the prior written consent of the guarantor.

4. Additional information on LED products: In the case of LED modules, a drop in the value of the luminous flux of up to 0.6%/1,000 hours of operation is the state of the technology and thus not covered by the guarantee. The colour tolerance of LED modules is not covered by the manufacturer's guarantee. The luminous flux and performance are subject to a tolerance of $\pm 10\%$ in the case of a new LED module. All relevant technical data are mentioned in the product and application specifications (particularly according to the specification sheet, product brochure and the like). In the case of subsequent deliveries of LED modules, there may be deviations in light properties with regard to the original products due to technical progress and usage-induced change in the luminous flux and light colour of products.
5. The customer's guarantee rights under statute are not excluded, limited or changed by these terms of guarantee.

In performing guarantee services, we are liable, irrespective of the legal reason, exclusively in accordance with our General Conditions of Sale and Delivery in the version existing at the time the guarantee is granted, which are available for download at www.zumtobel.com or can be requested from us by the customer. Otherwise all liability for damages is excluded.

6. This guarantee is subject to Austrian law, in exclusion of the provisions of the UN Convention on Contracts for the International Sale of Goods (CISG). The judicial venue for all disputes arising under this guarantee is Feldkirch, Austria.