

LED Linear™ guarantee – commercial manufacturer's guarantee

Light is our passion. We aspire to supply high quality and reliable products. As a customer you profit from this. LED Linear™ always uses high quality components in its products. The high standard of quality is ensured by systematic quality assurance measures.

That's why LED Linear™ GmbH ("LED Linear™") offers end customers in the commercial sector a manufacturer's guarantee for specific standard LED Linear™ products for the general lighting of brand names VarioLED™, X00LUM™, X00LUX™ and X00LIGHT™ ("Products") in excess of the legal requirements on the following terms:

Scope

Defects in products that arise during the guarantee period and are included in this manufacturer's guarantee are repaired free of charge within a reasonable period of time by LED Linear™ or a customer service centre authorised by LED Linear™ or the product shall be exchanged, if LED Linear™ considers this to be necessary. Instead of repairing or exchanging the product, LED Linear™ may also issue a credit note for the current market value of the goods to be used for purchasing products from LED Linear™.

Otherwise the terms of this manufacturer's guarantee shall apply for the scope of the guarantee.

Please note that lighting properties of replacement LED modules and lights may differ from the original product due to technical advancements and usage-related changes in the light flux and light color of products.

Guarantee period

The guarantee period begins on the date on which the product was initially delivered to the end customer. The guarantee period lasts for

- seven years for products with a safety class up to IP44,
- seven years for products with a safety class up to IP67 if used indoors and three years if used outdoors,

The guarantee period lasts for a maximum of 7.5 years from manufacture of the product irrespective of the date of delivery.

The guarantee period is neither extended nor renewed if the product is repaired or exchanged by LED Linear™ or is subsequently sold.

Further conditions of the manufacturer's guarantee

The manufacturer's guarantee applies under the following additional conditions:

- Registration of the product and the end customer with LED Linear™ (www.led-linear.com/ registration) after the lighting system has been put into operation.
- **Registration must take place within 14 days after the lighting system has been put into operation, however six months after delivery at the latest.**
- LED modules and lights are operated exclusively with electronic ballasts and controls that are manufactured, supplied or authorised explicitly for use with the products by LED Linear™.
- **The manufacturer's guarantee does not apply for individual products, but solely for systems (several products are operated in connection with one another on-site) of twenty products or more or a connected load of at least 1,000 watts and applies exclusively to the initial fittings in the respective system.**
- The annual usage time of the products may not exceed 5,000 operating hours.
- The manufacturer's guarantee only includes those failure rates that exceed the rated failure rate. Failures can be caused by material defects or defects in the production process. For products with a lifespan of 50,000 hours, we take a rated failure rate of 0.2% per 1,000 operating hours as a basis; for products with a lifespan of 30,000 hours, a rated failure rate of 0.3% per 1,000 operating hours. An annual usage time of 5,000 operating hours is assumed when calculating the rated failure rate.
- The usage of the products must comply with the specifications of LED Linear™ and the applicable IEC regulations and standards.

Processing the guarantee

Guarantees are processed by the LED Linear™ headquarters in Germany. LED Linear™ retains the right to review the justification of the claim.

Within the framework of the RMA (Return Merchandise Authorisation) process, the concerned product should be sent to the following address, carriage paid (at the cost of the claimant) stating the RMA number:

LED Linear™ GmbH
Quality assurance dept.
Pascalstr. 9
47506 Neukirchen-Vluyn
Germany

A copy showing successful registration, the delivery note for each product (if available) and the purchase invoice must be attached to the consignment.

The RMA process regulates the delivery of products under complaint to LED Linear™, as well as the analysis of the causes of the defect and further handling of complaints. A return number (Return Merchandise Authorization Number) must be requested from the above address before sending the goods.

The guaranteed event is processed upon receipt of the fully completed LED Linear™ complaint report that is produced and sent to the customer by LED Linear™ within the scope of the RMA process.

Other rights arising from product defects remain unaffected

The customer's rights arising from product defects against the seller of the products (whether LED Linear™ or a third party) remain unaffected by this manufacturer's guarantee and apply independent of it.

Other

The terms of this manufacturer's guarantee apply for products that were initially delivered to end customers by 31 December 2013.

This manufacturer's guarantee is subject to German law excluding the UN Convention on Contracts for the International Sale of Goods (CISG). The place of fulfilment for obligations arising from this manufacturer's guarantee is Neukirchen-Vluyn. The exclusive place of jurisdiction for all disputes arising from or in connection with this manufacturer's guarantee is Kleve District Court.