

## PLANLICHT "GARANTIE 66" | Warranty conditions

**The planlicht GmbH & Co KG, Fiecht Au 25, A-6130 Schwaz / Vomp grants the following manufacturer's guarantee of 66 months by their respective sales offices on products of PLANLICHT:**

In accordance with the following terms and conditions described in more detail below, we warrant that products distributed under the trademark "PLANLICHT" are free of production and/or material defects during the guarantee period of 66 months (5 ½ years) counting from the invoice date in case of proper use.

1. Please note that insofar it is referred to customers in the following, the term "customer" signifies commercial dealer or, respectively, contractual partner of the company planlicht. Prerequisite for the granting of the guarantee is that the respective installation (project, building) has been registered online within 66 days at the latest upon the respective date of invoice under [WWW.PLANLICHT.COM](http://WWW.PLANLICHT.COM) under the menu item "guarantee". With the respective registration, the customer confirms being a corporate customer; the provision of inadequate, false or misleading information may
2. In case of the occurrence of the guaranteed event, the customer is obliged to notify us within 6 days upon discovery of the defect in writing of the fact that individual or all of the products registered for the guarantee show production and/or material defects. Thereafter, we shall be granted an adequate period of time to verify the products. Should it therefore be necessary to return the products concerned to us, the costs thereof shall be borne by the customer. Should concerns appear regarding the existence of the alleged defects or regarding the fact that the alleged defect is attributable to a production and/or material defect covered by the guarantee, the customer shall bear the burden of proof regarding the existence of the defect and/or the causality of a production and/or material defect covered by this guarantee; same has to provide the respective evidence and bear the external costs of the verification (e.g. expert's opinions) independent of their outcomes or their result.
3. The guarantee covers persistent malfunctions of products that are attributable to substantial production and/or material defects, in so far as they exceed the nominal failure rate. The nominal failure rate is 0.2%/1000 operating hours with electronic operating devices and components such as LEDs, unless otherwise determined in the product and application specifications and unless specified expressly otherwise. Furthermore, a reduction in luminous flux of up to 1.0%/1000 operational hours as well as a colour point shift over the life span of LED modules shall be deemed normal and this shall not be covered by guarantee. Deviations regarding the properties of the light may occur in relation to the original product, in case that LED modules are replaced, due to the technological progress and the usage-related alterations of the luminous flux.
4. This manufacturer's guarantee is a spare-part guarantee. All substitute products or spare-parts may contain new or recycled materials that are equivalent to new products or parts as regards their performance and reliability. As regards design or dimensions, the substitute product may deviate from the original product. We warrant that the substitute products or spare-parts do not show any production or material defects during the remaining warranty period applicable on the product that is replaced or, respectively, in which they are installed.

5. The guarantee solely applies to products
  - a) that were used in accordance with the product and application specifications (product data sheets, catalogues
  - b) were not subject to changes or repair in which we did not consent in writing;
  - c) the threshold limit value for external influencing factors of which, such as temperature and tension, were not exceeded and that were not exposed to mechanical stress that does not correspond to their designated use;
  - d) that were duly paid by the customer in accordance with the payment conditions agreed upon in the purchase contract;
  - e) that were exclusively equipped with lamps that correspond the IEC specifications applicable; and
  - f) the servicing requirements of which were satisfied by a professional.
  
6. The guarantee does not apply to
  - a) all incidental costs in connection with the rectification of defects, such as for example costs for assembly and disassembly, transport of the defective and the repaired or, respectively, the new product, disposal, travel and travel time, lifting device, scaffolds, loss of earnings, penalties, expert's costs, proof of defects or, respectively, new start-up;
  - b) normal wear and tear as well as wear parts, such as for example all standard lamps and batteries; also fans in products with LED lamps, software errors, bugs or viruses;
  - c) surface coatings or, respectively plastic components made of, e.g. polycarbonate and PMMA, which discolour or become brittle due to the natural aging process;
  - d) intentional or negligent damage;
  - e) custom-made devices where we work based on the plans, drawings and specifications presented by the customer;
  - f) construction errors;
  - g) adjustments or, respectively parameterization of facilities that change due to wear, fatigue or contamination;
  - h) deviations of the product from illustrations or information provided in our catalogues or in other sales documents;
  - i) defects that are attributable to unforeseen and unforeseeable events, such as hazard and/or force majeure (including electrical discharges, lightning) and where a connection with defects during the production process of the product can be excluded; and
  - j) electronic components or, respectively products that are distributed by PLANLICHT as trade goods.
  
7. We shall be free to remedy the defect or to replace - in a freely chosen form - the product by the same or similar or to reduce or, respectively, reimburse the purchase price if it turns out after verification of the product which was notified to be subject to guarantee that it is affected by the alleged defects and that these are covered by the declaration of guarantee. The customer bears all incidental costs incurred due to the performance of the guarantee obligation, see in particular, but not exclusively point 6.a). The customer shall also bear the costs for new start-ups, software installations or software updates necessary in the course of the fulfilment of the guarantee obligation.

## 8. Final provisions

- a) This guarantee shall only be applicable to products with a delivery date as of 01-09-2014.
- b) We shall not assume any liability exceeding this guarantee. We are in particular not liable under this guarantee for any indirect damages, special or consequential damages, financial losses, including the loss of actual and expected profits, interests, income, expected savings or deals, damages to goodwill and damages of any kind whatsoever that were inflicted on third parties. Our contractual guarantee obligation shall however be not affected by this guarantee.
- c) The liability resulting from this guarantee is limited to the purchase price of the products concerned. It is subsidiary to the liability out of any other legal title. An entitlement to claim any additional performance or payment or, respectively, any performance or payment actually increasing the damage sum cannot be deduced from this guarantee.
- d) The customer may only transfer the guarantee or, respectively, his rights thereof with our written consent. Third parties are not entitled to enforce one of the conditions contained in this guarantee.
- e) Austrian law is applicable. The provisions of the UN Sales Convention are not applicable.
- f) Place of jurisdiction for all disputes resulting from this guarantee declaration shall be Schwaz or Innsbruck, depending on the value of litigation.
- g) In case that an individual provision of this guarantee declaration are or become invalid in parts or in whole, the validity of the remaining provisions shall not be affected thereby. The provision which is invalid in parts or in whole shall be replaced by a valid one that comes closest to the intention of the parties. Oral side agreements are invalid.

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