

Manufacturer's guarantee for Zumtobel, Thorn and acdc products

Pursuant to the detailed conditions herein, we guarantee, that those products that are sold by authorised merchants and labelled with the trademark "Zumtobel", "Thorn" or "acdc" 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 December 2019. Any potential claims arising out of the Manufacturer's Guarantee have to be raised via the direct contractual partner.

1. Unless confirmed otherwise by the manufacturer, the guarantee period starts on the date of delivery of the product

Product	Guarantee Period
<ul style="list-style-type: none"> • LED Products • Control Systems • Central Supplied Emergency Systems with Maintenance Contract • Emergency Luminaires 	5 years guarantee
<ul style="list-style-type: none"> • Central Supplied Emergency Systems 	2 years guarantee
<ul style="list-style-type: none"> • Non-LED Products • Spare Parts 	1 year guarantee

2. The guarantee applies exclusively upon the condition that:

- a. The products are used in conformity with the stated product and usage specifications (particularly according to the specification sheet, product datasheet, product label and the like) and with the statutory provisions and standards (e.g. operator's duties to check); the products were professionally installed and placed in service according to the installation instructions accompanying the product;
 - b. The maintenance and repair services on the products have been performed exclusively in accordance with the manufacturer's specifications; If guarantee is linked to mandatory remote maintenance by the manufacturer, the customer will provide any infrastructure required for remote maintenance such as Internet connectivity
 - c. Services, such as software upgrades or added functionality, have been performed exclusively by the manufacturer or a third party named by the manufacturer;
 - d. The acceptable limits for temperatures and voltages according to the relevant technical or product-specific standards indicated are not exceeded;
 - e. The product is not exposed to any unintended mechanical and/or chemical stresses;
 - f. No programmable device parameters of the manufacturer are modified, unless the manufacturer has expressly consented to such modifications; In addition to those mentioned above, the following additional conditions apply to outdoor applications:
 - g. The luminaires must be professionally cleaned on a regular basis, but at least every 6 months;
 - h. The products are used in application classes C1-C5 pursuant to ISO 9223-2012.
3. 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

4. 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. Mechanical damage, in particular if caused by vandalism, weather, sand or scratching;
- c. Surface damage to less than 5% of the entire surface of the luminaire;
- d. Wear parts, such as all standard lamps, batteries (unless defined otherwise in the relevant product datasheets); hard drives; computers and servers that contain hard disks or mechanical wear parts;
- e. Plastic parts (e.g. made of polycarbonate) to the extent they discolour or embrittle due to the natural ageing process;
- f. Colour or surface changes to luminaires mounted outdoors at a distance of less than 5 km from a coastline;
- g. Electronic components, products and luminaires that Zumtobel sells as trading goods under third-party labels (such as touch panels, printers and computers), as well as luminaires of other manufacturers;
- h. Settings or parameter settings on equipment that change based on wear and tear, fatigue or soiling;
- i. Product defects that are attributable to software errors, bugs, viruses or the like;
- j. Damage associated with force majeure; and
- k. Required recommissioning, software updates, etc.;
- l. Damages based on designs, specifications or instructions that were provided by the customer and other third parties;

5. 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.

6. 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. 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.

7. The customer's guarantee rights under statute are not excluded, limited or changed by these terms of guarantee.

8. To be entitled to make a valid claim under guarantee the customer shall notify the manufacturer prior to expiration of the guarantee period and no later than 30 days after discovery including the following information:
 - a. Proof of purchase (invoice)
 - b. Name of product, article code, date code of manufacture
 - c. Number or percentage of the failure
 - d. Installation date
 - e. Details of application, location, burning hours and switching cycles
9. 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. Otherwise all liability for damages is excluded.
10. 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.