

AEG

ELUMI GUARANTEE DECLARATION FOR COMMERCIAL SECTOR



GUARANTEE DECLARATION

Guarantee Terms and Conditions for Commercial Sector

Dear customer,

our products are subject to strict quality controls. In the event this product should unexpectedly fail to function perfectly, we deeply regret this.

elumi GmbH assumes this manufacturer's guarantee for consumers for **lights and lamps from the AEG range - provided that they are designed for commercial use** - in addition to the statutory warranty to which the customer is entitled against the seller.

elumi GmbH grants a guarantee for a term of 5 years from the purchase date for elumi products from the AEG range.

elumi GmbH guarantees that the elumi lights and lamps from the AEG range are free of material, manufacturing and construction defects. This is determined by the scientific and technical standards at the time of manufacture. The product must have already displayed this defect at this point in time. Claims to compensation for consequential damage or on the grounds of product liability are only founded in accordance with the mandatory statutory provisions.

The guarantee particularly includes an adequate lighting function, functioning of electronic components and cables, freedom from defective materials and surfaces, particularly plastic, glass and metal.

For elumi LED lights in which the LEDs are a fixed component of the elumi light, the following applies to the guaranteed function of the LEDs:

In accordance with the current scientific and technical standards the lighting performance of LEDs may decrease over their lifecycle, these however do not suddenly burn out (degradation). This means that the decrease in illumination of elumi LED lights does not constitute a defect.

As guarantee proof a purchase and delivery proof has to be provided.

Guarantee exclusion:

This guarantee promise is also subject to the condition that

- the elumi products were used for the purpose intended;
- no additions or other modifications were made to the elumi product;
- servicing and care was performed in accordance with the elumi operating instructions;
- assembly and installation were performed in accordance with the instructions issued by elumi GmbH so that the limit for the supply voltage and environmental influences are complied with;
- bulbs from elumi GmbH or those stipulated by elumi GmbH that comply with the corresponding standards and regulations were used in the elumi lights;
- no chemical or physical elements affected the surface of the materials that did not occur through proper use, for example damage through incorrect cleaning products or objects with a sharp edge. This form of damage is not covered by the guarantee;
- this elumi product was not purchased as a second quality good or sample;

Products with handmade glasses can contain inclusions and small air bubbles. Therefore, inclusions and air bubbles are excluded from this guarantee.

Guarantee services:

Claimed products have to be sent free for analyse purposes to

elumi GmbH
Brilliantstraße 1
27442 Gnarrenburg

elumi GmbH reserves the right to repair, replace or to refund the purchase price to the consumer. In the event of an exchange, the old product will be replaced free of charge with a new product of the same type and same quality. Insofar as the product concerned is no longer manufactured at the time the defect is reported, elumi GmbH has the right to supply a similar product.

Costs, expenses, postage and similar incurred by the policy holder shall not be refunded.

Also installation, disassembly and transport costs shall not be refunded. Damage on the grounds of operation halts, loss of profit and consequential damage incurred through the defective elumi product are not covered by the guarantee.

Notice on guarantee promises, § 477 German Civil Code:

Irrespective of this manufacturer's guarantee and whether in a guarantee case the aforementioned guarantee is claimed or not, the statutory stipulated guarantee rights against the vendor shall continue to apply without restriction.

Upon discretion therefore, in addition to or without the assertion of the guarantee claims, the statutory purchase rights on the grounds of defects to the purchased item, in particular supplementary performance, rescission, reduction of the purchase price or compensation (see Sect. 437 German Civil Code and the corresponding statute of limitation in Sect. 438 German Civil Code) are to be asserted against the vendor.

The guarantee shall apply without prejudice to mandatory statutory liability provisions, such as those in accordance with the Product Liability Act, in the event of a malicious act and gross negligence, loss of life, endangerment of health or personal injury by elumi GmbH or its vicarious agents.

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Wattage and lumen values may vary by +/- 10% due to thermal effects, driver losses, output current tolerances and voltage variations.
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