# SATTLER

## Date 07.2022

In accordance to the following warranty terms, the Sattler GmbH (hereinafter referred to as SATTLER) guarantees - over a warranty period of six years as of date of invoice - that products made by SATTLER do not have any manufacturing or material defects (warranty) when used as intended. Design and engineering faults, as well as merchandise, are excluded from the warranty. The following terms of warranty shall not affect potentially existing guarantee obligations resulting from the sales contract with the customer.

## I. Warranty Conditions

Warranty only applies if the conditions from I. a to I. e have been fulfilled.

- a. Warranty can only be granted under the condition that the customer fully registers the product with SATTLER, using the register procedure depicted on the SATTLER website up to 60 days as of date of the final invoice at the latest. Incorrect or misleading data input in the course of registration results in the expiry of the warranty.
- b. The warranty exclusively becomes in the immediate expiry effective under the condition that the product and application specifications included in the corresponding product description (data sheet, mounting instructions or similar information) have been adhered to.
- c. The warranty exclusively becomes effective under the condition that the product has been mounted and put in operation professionally by a qualified electrician or another qualified person according to the mounting instructions supplied with the product.
- d. Warranty can only be granted when the product has been used in accordance with its intended purpose, as stated in II and when failure rates exceed the nominal failure rates.
- e. Warranty can only be granted when the product has not been altered or repaired unless SATTLER has given their written consent.

### II. Intended Use and Failure Rates

- a. Limit values for temperatures and voltage according to the product description must not be exceeded and the product must not be subject to unintended mechanical and/or chemical stresses.
- b. Intended use can only be ascertained when maintenance work as stipulated in the product documentation (mounting instructions, data sheet, operation manual or similar information) has been carried out and documented by qualified personnel.
- c. For electronic operating devices, respectively components, such as LED modules and drivers, the nominal failure rate is 0.2%/1,000 operating hours, unless the mean nominal service life and nominal failure rate of a device or a component are defined differently in the product and application specifications (data sheet or similar information). Furthermore, a decline in luminous flux of up to 0.5%/1,000 operating hours is considered as normal for LED modules over their lifecycle, as well as a color point shift. Consequently, lower values are not considered failure rates justifying warranty.
- d. For the warranty, an average rated life of L90 | 50,000 h at 25° C room temperature applies.
- e. Warranty is only valid if the product has been mounted with lamps that correspond with IEC specifications.

## III. Customer's Obligations in Case of a Warranty Claim

- a. The customer is obliged to provide information about the occurred defect in writing (via email, fax, post) within 30 days after detecting the defect.
- b. The written information has to include suitable evidence of the occurred defect, as well as of the sales contract or the invoice.
- c. The customer shall allow for a necessary time period and opportunity required for the elimination of the defect and shall actively cooperate in the elimination of the defect / fault. In case of the customer's refusal to do so, SATTLER shall be released from any warranty obligations.

#### IV. Warranty Coverage

- a. SATTLER offers the six year warranty period free of charge.
- b. After the examination of the issue justifying warranty by SATTLER, it shall be at SATTLER's discretion to repair the faulty product or exchange it with an equivalent product or to grant a price reduction.SATTLER shall be free to use new or recycled materials for the repair of the faulty product, provided they are equivalent to the defective product in regards to performance and reliability.

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- c. In case of a product exchange, IV. b. applies. Furthermore, the exchanged product may deviate from the defective product in to dimensions and design, unless it would result in significant functional impairment.
- d. A warranty claim does not justify a new warranty period and does not extend the existing warranty period of the product or of repaired or exchanged components. After the completion of repair work, exchanged parts remain directly with SATTLER or with an authorized service partner and become the property of SATTLER.

## V. Exemptions of the Warranty Coverage

Warranty coverage does particularly exclude:

- a. All additional costs arising from the elimination of the defects (such as assembly and disassembly, transport of the faulty and repaired or new product, disposal, travel and travel time, lifting devices, scaffolding) will be at the expense of the buyer.
- b. Traces of use arising from normal wear and tear, wear and tear parts and software errors and viruses, as well as deliberate negligent damages.
- c. Plastic parts and all other components, including organic materials, which become discoloured and/or become brittle due to a natural aging process.
- d. Settings, respectively parameterization of devices that undergo changes due to wear and tear, fatigue or dirt.
- e. Custom-made products for which we manufacture according to plans, drawings and specifications provided by the customer.

## VI. Liability

- a. SATTLER does not accept any liability beyond these warranty terms. Within the framework of these warranty terms, SATTLER particularly, but without limitation, is not liable for potential indirect damages, special or consequential damages, financial loss including the loss of actual or expected profits, interest, revenues, expected savings or transactions, damages to the company value and damages of any kind arising to third parties. Liabilities for damages to life, body and health shall remain unaffected.
- b. The warranty coverage arising from these warranty terms shall be limited to the purchasing price of the affected products. Claims additional services or payments, respectively services or payments exceeding the actual amount of damage cannot be derived from warranty terms.
- c. Liabilities pursuant to the regulations of the German Product Liability Act shall remain unaffected.

## VII. Final Provisions

- a. The customer can transfer the warranty, respectively rights conferred herein, exclusively with the written consent of SATTLER. Third parties do not have the right to enforce any stipulations included in these warranty terms.
- b. The relations between SATTLER and the customer are governed solely by the law of the Federal Republic of Germany. The of the United Nations Convention on contracts for the international sale of goods (UN Purchase Law) is excluded.
- c. The factual and local competent court of law at SATTLER's registered domicile shall have sole jurisdiction over any and all disputes arising from or in connection with the warranty terms. This shall not apply in relation to a consumer in accordance with § 13 BGB (German Civil Code).
- d. Headlines in these warranty terms solely serve better orientation. They have no relevance for its interpretation.
- e. If individual provisions of these warranty terms and conditions or parts thereof shall become ineffective, the validity of the terms and conditions shall be unaffected. In place of the invalid provision or the invalid part of the provision, a legally valid provision that comes as close as possible to the economic purpose of the invalid provision shall be applicable.

Göppingen,01 July 2022