



Warranty Conditions for LED products supplied by Meyer

Project Name + Location

Customer

Products /

Order:

Dear Sir,

For the products with LED technology supplied by us for use in your above mentioned project, we give our customer, i.e. the buyer of our products, a warranty on the functional integrity and service life of the LED components for

a period of five (5) years

subject to the following terms:

Warranty Event

Due to the technological properties of LED modules, a decline in luminous flux over the period of their operating life is normal.

A warranty event is present if LED components fail during the warranty period.

Conditions for a Warranty Claim

Claims under the present warranty may be asserted only within the warranty period and under the following conditions:

1. The failure of LED components must not have been caused by a defect or by fluctuations in supply voltage (surge) outside the permitted tolerances. In order to protect the installation from damaging voltage surges, we strongly recommend the use of a suitable surge protection Type 2+3 in the installation.
2. Our instructions with regard to installation, operation and application conditions of the respective products, as laid out in particular in the installation instructions and product spec sheets must have been observed and met.
3. A warranty event must be notified to us promptly in writing as soon as it becomes known and we must be given the opportunity to examine the failed components.

Warranty Consequences

In the event of a warranty event, we will, at our discretion, replace either the failed LED components or the entire luminaire free of charge. The failed components and /or the luminaire containing the failed components must be returned to us.

Cost for the disassembly of defective components or luminaires as well as the cost for the assembly of components or luminaires supplied in replacement or other costs resulting from the replacement are not assumed by us under the terms of the present Warranty. A Warranty Event does not oblige us to pay any compensation irrespective of the legal reason.

We explicitly point out that warranty claims of customers as resulting from applicable statutory provisions in connection with the relevant contract terms remain unaffected and available to the customer regardless of the above Warranty Declaration.

Governing Law and Jurisdiction

The above Warranty Declaration and any claims resulting from it shall be guided exclusively by the law of the Federal Republic of Germany at the exclusion of UN Purchase Law (CISG).

When the customer is a registered merchant, a legal entity of public law or a special fund under public law, any legal disputes that may result from the present Warranty shall exclusively be heard internationally by courts of the Federal Republic of Germany and domestically by the court competent for our registered business seat.

Entry into Force

The above Warranty Declaration enters into force and becomes valid only when signed by us, Willy Meyer & Sohn GmbH & Co. KG, in a legally binding manner.

Willy Meyer & Sohn GmbH & Co. KG

Holger Meyer
Managing Director