

MANUFACTURER WARRANTY

2016/002

NORKA Norddeutsche Kunststoff- und Elektrogenossenschaft mbH & Co. KG, Sportallee 8, 22335 Hamburg (NORKA) provides the following manufacturer warranty for products with the brand names NORKA or MAGNON.

1. Basic principles of the manufacturer warranty

NORKA warrants that the products sold under the brand names NORKA and MAGNON which are produced in Germany shall be free from manufacturing and/or material faults for a period of 5 years following the transfer of risk if used for their intended purpose. The warranty is only valid if the products are used in accordance with the product specifications and specifications for use (data sheet) and are installed and put into operation expertly (in accordance with the instructions for installation provided with the product). Threshold values governing temperature and voltages must not be exceeded. The product must not be exposed to any mechanical or other chemical / physical stresses for which it has not been designed. The warranty only includes product failures for which there is evidence that these were caused by material, construction or production failures, or failure rates that exceed the rated failure rate. For electronic operational apparatus or components such as LEDs, the rated failure rate is 0.2%/1,000 operating hours unless the life and rated failure rate of a device or component is defined otherwise in the product and usage specifications (data sheet). The contract of sale or a corresponding invoice must be presented to make a warranty claim.

2. Repair/replacement/price reductions for warranty cases

If product features defect that are covered by this warranty statement, then we shall at our reasonable discretion either repair the defective product, provide a replacement selected by us of the same or equivalent product, offer a price reduction and/or reimburse the purchase price instead of providing a replacement delivery.

3. Nature of the manufacturer warranty

This manufacturer's warranty is a spare part warranty. All replacement products or parts can contain new or reused materials that, in respect of new products or parts, are of the same value in terms of performance or reliability. The replacement product might, to a small (justifiable) extent, differ from the original product as regards dimensions and design. "Reused materials" are parts or products which are used or have been overhauled and are not new. Although such parts or products are not new, their condition after being overhauled or repaired is as good as new in terms of performance or reliability. The functionality of all spare products or parts is the same as those of the product or part to be replaced. We guarantee that replacement products or parts will not have any material or manufacturing defects for the remaining applicable warranty period of the product to be replaced or the product into which it is installed.

4. Costs excluded

The warranty expressly does not relate to any incidental expenses in connection with rectifying the defect (e.g. installation and removal, transportation of the defective and repaired or new product, disposal, travel to and from product location, lifting apparatus, scaffolding); these costs shall be borne by the purchaser. Wear parts such as standard lamps, batteries and starters for luminaires with a magnetic ballast, electronic components, products and luminaires that NORKA sells as trade goods as well as luminaires from other manufacturers, settings and/or parameter settings for systems that change as a result of wear and tear, fatigue or contamination are also not covered by this manufacturer warranty. This also applies to polymer components, e.g. made from polycarbonate, where these become discoloured or brittle as a result of the

natural ageing process. The warranty also does not include additional services without charge which may be required, such as recommissioning, etc. Loss or damage from operational outages, lost profits and other indirect and direct consequential loss or damage are also excluded from this manufacturer warranty.

5. Termination of the warranty in the event of improper installation.

Alterations or repair to the goods, or installation that is performed improperly or by persons who are not qualified will void the warranty with immediate effect, unless prior written permission has been obtained.

6. Warranty of special terms and conditions for LED luminaires

The warranty conditions only refer to a death rate higher than the rated failure rate (0.2%/1,000 operating hours). Luminous flux reduction of up to 0.6%/1,000 operating hours is state-of-the-art technology for LED modules and is not therefore covered by the warranty. The colour tolerance for LED modules is not covered by the manufacturer warranty. The luminous flux and the output are subject to a tolerance of +/-10% in the case of new LED modules. In the course of technical progress and user-dependent alteration of the luminous flux of products, subsequent deliveries of LED light sources can result in differences in the properties of the light in respect of the original products. NORKA assumes no further liability/warranty services above and beyond the manufacturer's warranty set out here. However, the seller's warranty remains in place unchanged in addition to this manufacturer's warranty.

7. Damage through transient overvoltage

This warranty does not cover any damage or impairment to the service life of the luminaires, lamps or ballasts and transformers used caused by transient overvoltage.

8. Changes to the service life through exceeding the ambient temperature

NORKA specifies service lives and failure rates for the products (see point 6). These are dependent on the temperature range for which the use of specific luminaires is designated. Exceeding specified upper temperature limits reduces the service life and increases the failure rate of the LED lamps. Any damage caused as a result of exceeding these temperature ranges is not covered by these warranty regulations.

9. Control systems and planning services

Express reference is made once again to the fact that this manufacturer warranty only applies to NORKA and MAGNON products. This also includes luminaires that are equipped with special sensors for connecting to central or decentralised control systems.

The control systems are explicitly excluded from this manufacturer warranty. This also applies to the parameter settings for luminaire components.

The statutory warranty shall apply to the functionality of the control systems provided that the planning has been executed exclusively by NORKA Norddeutsche Kunststoff- und Elektrogenossenschaft mbH & Co. KG or by third parties directly on behalf of NORKA Norddeutsche Kunststoff- und Elektrogenossenschaft mbH & Co. KG.

The "XARA questionnaire" signed by the customer and which sets out the specific and general requirements for the planning order are a prerequisite for the acceptance or mediation of technical control planning orders. This shall form an integral part of the purchase order.

10. Parts supplied by the customer

This manufacturer warranty does not apply to parts supplied by the customer that are installed into luminaires/spotlights.

11. This manufacturer warranty forms part of the general terms and conditions.

Last updated 01/10/2016