



Selux Warranty Conditions for LED components in INTERIOR and EXTERIOR luminaires

Selux Aktiengesellschaft, Motzener Str. 34, 12277 Berlin [in the following text referred to as "Selux"] grants its customers the following warranty subject to the provisions set out below.

1. General Provisions

- 1.1. This warranty only applies to products sold and installed worldwide under the "Selux" brand name, purchased after 1st April 2012.
- 1.2. This warranty is limited to commercial businesses and institutional customers, and excludes private consumers, as described within terms of § 13 Bürgerliches Gesetzbuch (German Civil Code).
- 1.3. LED retrofit luminaires are not covered by this warranty.

2. Warranty Case

- 2.1. The Selux guarantee [in the following text referred to as "Warranty Period"] is valid for a period of 5 (five) years and begins on the date the products are invoiced from the seller. The Selux products [in the following text referred to only as "products"] purchased such as LED modules, LED converter operating units and other LED components which are installed in Selux luminaires are free from material defects, construction faults or manufacturing defects [in the following text referred to as "defects"].
- 2.2. For EXTERIOR luminaires the warranty period is limited to 2 (two) years due to operation in highly variable environmental conditions.
- 2.3. Failure of individual or several LEDs on LED modules or linear printed circuit boards is not considered as defective providing the function of the entire assembly is not seriously impaired or if a certain inevitable nominal failure rate is not exceeded. The reduction of the luminous flux due to soiling of the luminaire is not considered defective, nor covered by this warranty.
- 2.4. Considerable impairment is when the nominal failure rate is greater than 0.2% per 1,000 hours of the product's operation. The warranty exclusively refers to the mortality rate of electronic converters and LED assemblies and not to configurations, parameter settings, or modification by unauthorized third party access to the systems, which change due to wear, fatigue or soiling.
- 2.5. A reduction of up to 0.6% per 1,000 operational hours in the luminous flux of LED modules is deemed normal, and therefore not covered by this warranty. The initial luminous flux and power values of new LEDs have an admitted allowance of +/-10%. Colour shifts of LED modules over their operational lifetime is deemed normal, and therefore not covered by this warranty.
- 2.6. The number of operational hours will be calculated as the average amount of daily operating hours multiplied by the number of days since the installation of the relevant luminaires. This calculation will be supported by the customer's electricity bills and other relevant documents, such as operational logs. Selux retains the right to review the accuracy of the claimant's calculation and documentation, and will in turn also calculate the nominal failure rate through other empirical and technical measurements.

3. Preconditions for the occurrence of a Warranty Claim

- 3.1. A warranty claim cannot be made for defects resulting from customer negligence, improper usage, inobservance of the Selux instructions and guidelines, damage by a third party, or any other external events such as natural disasters.
- 3.2. A precondition of this warranty is that the luminaires are operated in compliance with the conditions specified by the manufacturer such as, but not limited to, current, voltage, and admissible ambient temperature. The warranty period is granted to cover a maximum of 4,000 operational hours per year (for EXTERIOR luminaires one switching per day is the maximum). The underlying standards and applicable regulations such as the low voltage directive 2006/95/EEC, the EMC directive 2004/108/EC and standard EN 60598 have to be applied. Humidity, contact with aggressive liquids and/or gases, LED damage by electrostatic discharge (ESD) and lightning strikes are not covered by this warranty.
- 3.3. Notwithstanding clause 3.1. above, a warranty claim may be made if:
 - the product is registered with Selux on www.selux.com/warranty within three months from purchase;
 - the product is properly installed and operated as intended, in full compliance with product information and applicable notes;
 - it must be clearly stated if EXTERIOR luminaires are installed in coastal areas or other extreme environmental conditions (this may reduce the warranty period or coverage);



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- the product has not been modified or repaired in any way without prior written authorization by Selux;
- the product is not been subjected to any mechanical stress beyond its intended limits of use;
- all necessary servicing work has been carried out and documented in accordance with the manufacturer's installation and operating instructions;
- it can be shown through appropriate documentation that the limit values of ambient temperature and mains voltage (in accordance with EN 60598, installation instructions) have not been exceeded;
- operational times, and specifically switch circuit layouts for exterior luminaires, are documented in accordance with the operating instructions.

3.4. The customer shall bear the burden of proof for all preconditions of this warranty set out in this section such as correct installation and proper operation of the luminaires. For proof of operating hours section **2.6.** of this warranty will be applied accordingly.

4. Warranty Work

4.1. Selux reserves the right to rectify, repair or substitute defects at its own discretion. For example, but not limited to, repair of the product, substitution with an identical or equivalent product or, when a replacement is not possible, a refund of the defective product's value.

4.2. Selux may choose to inspect, repair and/or replace the LED components on any of its sites or on the customer's premises.

4.3. New or used materials may be employed if a product is replaced in the context of a warranty claim, or if other replacement parts are used in the course of repair work. A replacement product may vary slightly from the original product with regard to technical data, design and dimensions. Replacement LED modules may have different light properties if the luminous flux of the original LED modules has changed due to wear or technological improvement of new modules. Used materials are defined as parts or products that have been previously used and subsequently serviced to be equivalent to new products or parts with regard to performance, reliability and functionality.

4.4. Selux does not assume any contractual liability beyond this manufacturer's warranty, including, but not limited to, indemnity claims regardless of negligence or fault.

4.5. The customer's contractual or national statutory rights in relation to their relevant seller are not affected by the manufacturer's warranty.

5. Submission of warranty claims

Warranty claims must be submitted by e-mail within 14 days of the defect's occurrence, stating the registration number and all other relevant details, to service@selux.de. The original invoice showing the purchase date must also be submitted. Selux reserves the right to decline warranty claim if the original invoice cannot be produced.

6. Final Provisions

6.1. If a warranty claim is submitted and the inspection of the Product by Selux shows that the Product is not defective, or that the warranty cover does not apply for any of the reasons specified in section 3, then Selux shall be entitled to demand a refund of any resultant expenses incurred during the course of inspection to determine the claim.

6.2. The LED components or products replaced under warranty by Selux become the property of Selux.

6.3. The incidental costs for warranty claim work such as the dismantling and reassembly of LED modules, procurement of lifting devices and scaffolding, shipping of defective luminaires or single parts and travel time shall be borne by the customer. Any other consequential costs caused by the failure of the installation, or any other damages such as consequential loss, are not covered by this warranty.

6.4. This warranty is governed by the laws of the Federal Republic of Germany excluding application of the UN Convention on Contracts for the International Sale of Goods.