

# INDEPENDENT GUARANTEE OF DURABILITY

MGL Licht GmbH (hereafter: the guarantee provider) hereby grants the commercial buyer (hereafter: the guarantee holder) an independent guarantee for those products explicitly labelled with the



symbol under the following conditions:

1. This independent guarantee does not restrict, extend, supersede or otherwise affect statutory guarantee entitlements.
2. The guarantee period amounts to **five years** from transfer of the product to the guarantee holder or – if this time is earlier – from transfer to an initial carrier appointed by the guarantee provider or the guarantee holder. If a guarantee case arises during the guarantee period and services from the guarantee are performed then these services shall effect no recommencement of the guarantee period.
3. The independent guarantee does not apply for the entire product range of the guarantee provider but rather exclusively to the (LED) products explicitly labelled.
4. The guarantee provider will provide **replacement free of charge and as quickly as possible** for the defective product within the guarantee period. Any acquisition periods of the guarantee provider must be accepted by the guarantee holder; no delay by the guarantee provider will occur as a result of this unless a delay is not the fault of the guarantee provider. Services other than those mentioned explicitly in these guarantee conditions (e.g. such as purchase price refund, reduction, compensation for damages, compensation for labour or assembly costs and intangible claims) are not covered by this guarantee.
5. To assert guarantee claims the guarantee holder must **return** the product concerned **to the guarantee provider carriage free with proof of purchase and a comprehensive description of the fault for technical examination**. If a guarantee case exists then the guarantee provider will provide **compensation for return costs actually incurred by the guarantee holder**.  
If no guarantee case exists then the product must be taken back by the guarantee holder for a charge.
6. Defective products are replaced by the guarantee provider with **new lights of the same type** in a guarantee case. Because of the rapid technical development in the area of LEDs however the guarantee provider must reserve the right to supply **more advanced lights, a later model or a similar model** (always at the latest stage of development) especially in the event that a product has since been discontinued or is no longer available. **Variances** may occur here with respect to power or system efficiency (Lumen/W); this does not constitute a defect or fault. Neither does a (further) guarantee case, defect or fault exist if **brightness differences** occur with a replacement light relative to a non-defective remaining lighting group due to an aging process based on technical reasons already being advanced in the remaining lighting group and these lights therefore having lost luminosity.
7. Services from this guarantee are conditional upon the performance of **installation properly and appropriately for the product in accordance with the manufacturer's instructions and the installation instructions for the product by people qualified to do so and in accordance with the latest technology in line with the respective current standards**. The guarantee holder must provide suitable evidence of this upon request. Defects or faults due to defective installation, e.g. such as installation depths or installation volumes that have not been observed, or to incorrect and inappropriate storage of the product are excluded.
8. Guarantee claims are excluded if the product has been electrically or mechanically adapted or remodelled by the guarantee holder even if a defect or fault is not attributable to this.
9. Claims from this guarantee by the guarantee holder establish no rights of retention whatsoever against the guarantee provider and particularly against the possible rights of the same from other obligations.
10. The place of jurisdiction for all claims from this independent guarantee is the head office of the guarantee provider.
11. The invalidity of individual provisions from this independent guarantee shall not result in overall invalidity of the guarantee provisions.

Status of the guarantee provisions: 23.06.2014

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