

# Warranty policy

## for LED Lamps with RL logo

This document sets forth the warranty policy of *RL Europe AG* (sales) organization ('RL') from which you ('Purchaser') purchase your professional LED Lamps. This policy is applicable only to RL branded professional LED lamps ('Products') purchased as from July 2010 within Europe and Suisse.

**This warranty policy is subject to the provisions as set forth herein and is subject to the terms and conditions as attached to this document ('Warranty Terms and Conditions').**

This warranty policy only applies if referred to in a sales agreement between *RL Europe AG* and the Purchaser and it will replace the standard warranty clause provided in the RL general terms and conditions of sale.

### A. Warranty period

Subject to the provisions as set forth in the Warranty Terms and Conditions and as set forth hereunder, Purchaser receives the warranty for the applicable period, as described in table 1 hereunder.

Tab.1

ITEM	PERIOD OF WARRANTY
LIGHTING WITH SMD LED	3 YEARS
LIGHTING WITH C.O.B LED	3 YEARS

### B. Special Conditions

- The warranty period starts from the date of invoicing.
- The warranty period is based on a burning behavior of max. 4000 hrs/year at ambient temperature of 25 °C with 1 cm spacing.
- By default, Purchaser receives above mentioned 'standard warranty'. On request, an 'extended warranty' or 'customized project warranty' can be agreed upon after evaluation of the specific application conditions and in written term.
- Purchaser shall not rely upon any other information or documentation. This warranty only covers Products applied within their 'intended' or 'normal use' as defined by:
- Operating conditions are in accordance with the information on the Products and its packaging;
- Ambient temperature never exceeds the operating temperature range -20 °C to +30 °C (for LED tubes: -30 °C to + 45 °C);
- Relative humidity in the installation never exceeds 80% RH, or never exceeds the IP rating of the Product, if any, is provided;
- Products are operated in an open luminaire (and closed luminaire for LED tubes), with minimum 1 cm air around the body of the Products;
- Products are not subjected to more than a total of 50,000 switching cycles (with a switching cycle defined as 30 seconds 'on' and 30 seconds 'off');
- The electrical installation where the Product operates is not subjected to voltage fluctuations in a range exceeding 230 V +/- 3%.

### c. Summary Warranty Terms and Conditions

- This warranty policy is valid only for products sold in Europe and Suisse. In other regions, other conditions may apply.
- Products have been purchased directly from a *RL Europe AG* (sales) organization.
- Proof of purchase is available for inspection by *RL Europe AG*.
- Products have been properly installed and operated in accordance with the manufacturer's instructions.
- Adequate records of operating history are available for inspection by *RL Europe AG*.
- An *RL Europe AG* representative will have access to the defective Products. If the Products or other parts become suspect, the representative shall have the right to invite other manufacturers' representatives to evaluate the lighting systems.
- Labor costs for (de-)installation of the Products are not covered under this warranty.

# Terms and Conditions

## 1. Limited Warranty

The warranty as described herein shall only apply to *RL* branded lighting products sold by *RL Europe AG* Lighting in the territory of Europe and Suisse, (hereinafter referred to as 'Product'). The warranty is only applicable to the party purchasing the products directly from *RL Europe AG* (hereinafter referred to as: 'Purchaser'). *RL Europe AG* warrants that each Product will be free from defects in material and workmanship.

The foregoing warranty shall be valid for the period mentioned in the applicable warranty policy for your Products as referenced to in your sales agreement.

If a Product fails to operate in accordance with this warranty *RL Europe AG* will provide free replacement of the failed Product subject to the applicable warranty policy and the limited warranty terms and conditions set forth below.

## 2. Terms and Conditions

*RL Europe AG's* warranty is valid only for the Purchaser. If any Product covered by this warranty is returned by Purchaser in accordance with section 3 and within the applicable warranty period set forth in the warranty policy and upon examination *RL Europe AG* determines to its satisfaction that such Product failed to satisfy this warranty, *RL Europe AG* will, at its option, repair or replace the Product or the defective part thereof. For purposes of clarity, 'repair or replace the Product or the defective part thereof' does not include any removal or reinstallation activities, costs or expenses, including without limitation, labor costs or expenses.

- If *RL Europe AG* chooses to replace the Product and is not able to do so because it is outsold, *RL Europe AG* may replace the product with a comparable product (small deviations in design and product specification may occur).
- No agent, distributor or dealer is authorized to change, modify or extend the terms of the limited warranty on behalf *RL Europe AG*, in any matter.
- This limited warranty only applies when the Product has been properly wired and installed and operated within the electrical values, operating range and environmental conditions provided in the specifications, application guidelines, IEC standards or any other document accompanying the Products. If a Product is found to be defective, or not performing per the product specifications, the Purchaser must notify *RL Europe AG* in writing.
- *RL Europe AG* will facilitate the technical resolution of problems. Third party products sold by *RL Europe AG* are not covered under this warranty, except as indicated in section 5.
- This limited warranty only applies if during the warranty the luminous flux of the lighting is lower than 70% of the starting one.
- This warranty does not apply to damage or failure to perform arising as a result of any Acts of God or from any abuse, misuse, abnormal use or use in violation of any applicable standard, code or instructions for use including without limitation those contained in the latest safety, industry and/or electrical standards for the relevant region(s).

- This warranty shall be void in the event any repairs or alterations, not duly authorized by *RL Europe AG* in writing, are made to the Product by any person. The manufacturing date of the product has to be clearly readable.
- *RL Europe AG* reserves the right to make the final decision on the validity of any warranty claim.
- If requested by *RL Europe AG*, the non-conforming or defective Products shall become *RL Europe AG's* property as soon as they have been replaced.

### 3. Warranty Claims

All warranty periods mentioned are subjected to a *RL Europe AG* representative having access to the failed product or system for verification of non-compliance. Guarantee claims have to be reported and returned to the local *RL Europe AG* office within 30 days after discovery, specifying at least the following information (additional info may be required on request):

- details of the failed Products; for System warranties also details of other components used;
- installation date and invoice date;
- detailed problem description, number and % of failures, date-code of failure;
- application, hours burned and switching cycles;
- where a warranty claim is justified, *RL Europe AG* will pay for freight expenses. *RL Europe AG* may charge Customer for returned Products that are not found to be defective or nonconforming together with the freight, testing and handling costs associated therewith.

### 4. No implied or other warranties

- The warranty and remedies contained in the terms of the limited warranty are the only warranties given by *RL Europe AG* with respect to the Products and are given in lieu of all other warranties, whether express or implied, including without limitation warranties of merchantability or fitness for a particular purpose, as hereby disclaimed.
- These terms and conditions state *RL Europe AG's* entire liability and obligation to Purchaser and Purchaser's sole and exclusive remedy in connection with defective or nonconforming Products supplied by *RL Europe AG* to Customer, whether or not such damages are based on any warranty not explicitly mentioned in these terms and conditions, tort, contract or any other legal theory, even if *RL Europe AG* has been advised or is aware of such defects.

### 5. Limitations and conditions

- This is a limited warranty and excludes, among other items, installation, providing access to products (scaffolding, lifts, etc.), and special, incidental and consequential damages (such as loss of revenue/profits, damage to property or other miscellaneous costs not previously mentioned), and is further defined by the limitations and conditions set forth in the respective warranty policy and these terms and conditions.
- Upon request, *RL Europe AG's* representatives have to be allowed to access the defective Product, system or application for verification of non-compliance.
- *RL Europe AG* cannot be held liable for electrical supply conditions, including supply spikes, over-voltage/under-voltage and Ripple Current control systems that are beyond the specified limits of the products and those defined by relevant supply standards (e.g. EN 50160 norms).