

GENERAL WARRANTY TERMS OF HERBERT WALDMANN GMBH & CO. KG

Last updated: 1 October 2024

1. Warranty

1.1 The warrantor is

Herbert Waldmann GmbH & Co. KG

Peter-Henlein-Straße 5
78056 Villingen-Schwenningen
(hereinafter referred to as "Waldmann").

Waldmann provides the original purchaser with a manufacturer's warranty for the products listed in these General Warranty Conditions on the basis of these General Warranty Conditions.

1.2 The warranty applies to customers who have purchased the products listed in these terms and conditions in an EEA member state on or after 01.10.2024 from Waldmann or a dealer and put them into operation for the first time (hereinafter referred to as "first-time buyer"). The warranty does not apply to customers with whom an individual agreement exists with Waldmann regarding the granting of a warranty.

1.3 Waldmann grants the original purchaser a durability warranty, which also applies to the wearing parts of the light source and driver.

1.4 With this warranty, Waldmann grants the original purchaser additional rights that exist in addition to any contractual and statutory warranty rights. A first-time buyer who is a natural person and purchases a product covered by this warranty declaration for purposes that cannot be predominantly attributed to their commercial or independent professional activity has the statutory warranty rights in the event of defects, the utilisation of which is free of charge. The statutory warranty rights are not restricted by this warranty. However, warranty rights of the original purchaser are excluded if and insofar as Waldmann provides services in accordance with this warranty.

1.5 The warranty applies to standard catalogue products of the brand "Waldmann"; it does not apply to custom-made products according to the customer's specifications.

2. Warranty Case, Warranty Period and Warranty Extension

2.1 A warranty case exists if a defect occurs in the products covered by this warranty during the warranty period due to a material or manufacturing defect. A warranty claim does not exist if the defect is due to improper use or natural wear and tear.

2.2 The warranty is subject to the condition that

- during installation, commissioning, operation, maintenance and repair of the products, the specifications, instructions, guidelines and conditions in the technical information, assembly, operating instructions, operating manuals and other documents (e.g. data sheets, rating plates or product labels) for the individual products or components have been complied with,
- the product or component has not been modified or supplemented without the written consent of Waldmann,
- the defects are significant for the value and usability of the products or components,
- the limit values specified in the product/component specifications or relevant standards (e.g. ambient temperature, voltage, current, etc.) have not been exceeded,
- the products or components have only been exposed to the intended mechanical or chemical loads,
- the defects were not caused by chemical, electronic, physical or weather-related influences that occur when the product is not used as intended,
- only original spare parts from Waldmann or spare parts approved by Waldmann have been installed,
- maintenance and repair services have been carried out exclusively in accordance with Waldmann's specifications and
- the product has been cleaned every five years in accordance with Waldmann's specifications.

2.3 The warranty period shall be 3 years from the date of delivery to the first customer or the date of commissioning or acceptance of the lighting system installed by Waldmann, but no longer than 4 years from the date of manufacture of the product. For the products listed on www.waldmann.com/warranty, the warranty period shall be 20 years from the relevant date in accordance with sentence 1. The first purchaser must prove the date of delivery by means of the delivery note and the date of commissioning or acceptance by means of the acceptance report. Waldmann is authorised to determine the start of the warranty period in accordance with the date of manufacture. The limitation of the limitation period for claims for defects to one year regulated in the General Terms and Conditions of Sale, Maintenance and Repair shall remain unaffected.

2.4 Warranty services neither extend nor renew the warranty period.

3. Exclusion of the Warranty

The following are excluded from the warranty, unless otherwise specified in the product specification in individual cases:

- Luminous flux drops of up to 0.6 % / 1000 operating hours,
- Colour tolerances in the light colour of LED modules and LED control gear during commissioning and during the service life,
- Plastic parts that discolour or become brittle due to natural ageing processes, especially those made of PC, and,
- Settings or parameterisations of lighting systems that change due to wear or soiling.

4. Warranty Claims

4.1 In the event of a warranty claim, Waldmann shall provide the original purchaser with a warranty in the form of free repair, replacement delivery or reduction of the purchase price at its own discretion. Further warranty claims do not exist.

4.2 In the event of a reduction in the purchase price, the purchase price shall be reduced in the ratio of the value of the item in defect-free condition to the actual value of the item; § 441 para. 3 sentence 2 BGB shall apply accordingly. If the first purchaser has paid more than the reduced purchase price, Waldmann shall reimburse the additional amount; § 441 para. 4 sentence 2 BGB shall apply accordingly.

4.3 Warranty claims do not include the costs of dismantling, assembly, transport and travelling expenses or storage and transport risks. This does not apply if the first purchaser is a consumer.

4.4 Waldmann reserves the right to supply a comparable equivalent product or a comparable equivalent component in the event of a warranty claim if the originally supplied product or component is no longer available. In particular, subsequent deliveries of LED products and replacements of LED modules may result in deviations in the light properties (e.g. luminous flux, light colour) and changes in performance compared to the originally delivered products, as the state of the art at the time of the warranty claim may have changed due to technical progress.

4.5 Exchanged or returned products or components shall become the property of Waldmann.

5. Assertion of the Warranty

5.1 The warranty requires that the first purchaser inspects the delivered products immediately upon receipt and notifies Waldmann in writing of recognisable defects immediately, at the latest within two weeks of receipt of the products, and of hidden defects immediately, at the latest within two weeks of their discovery.

5.2 Warranty claims must be submitted to in text form to the

Herbert Waldmann GmbH & Co. KG
Service Department
Peter-Henlein-Straße 5
78056 Villingen-Schwenningen
or by email to service@waldmann.com

by submitting a copy of the invoice.

6. Final Provisions

6.1 The law of the Federal Republic of Germany shall apply under exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

6.2 The place of fulfilment for obligations arising from this warranty is Waldmann's registered office.

6.3 The exclusive place of jurisdiction for all disputes arising from the warranty shall be the registered office of Waldmann; provided that the first purchaser has its registered office/residence in Germany, but only if it is a merchant, a legal entity under public law or a special fund under public law. This shall not apply if the first purchaser is a consumer.

7. Information in accordance with the Consumer Dispute Resolution Act

We are not willing or obliged to participate in dispute resolution proceedings before a consumer arbitration board within the meaning of the German Consumer Dispute Resolution Act (Verbraucherstreitbeilegungsgesetz).

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