

# Manufacturer's warranty from RIBAG Licht AG

Valid from 01.01.2018 until revocation

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## 1. General

RIBAG Licht AG offers the following 5-year warranty to customers, in addition to the legal guarantee, for products that are manufactured and sold under the "RIBAG" brand, are free from manufacturing and material defects when used as intended.

## 2. Warranty cover

21. Valid for RIBAG products that have been purchased from 01.09.2012 onwards (Purchase receipt).

22. RIBAG guarantees that its products are free from any material, manufacturing and structural defects.

23. The state of science and technology at the time of manufacture is a decisive factor. The defect in the product that caused the damage must have already been evident at this time. Claims for consequential damages or resulting from product liability can only be made in accordance with the mandatory statutory provisions.

24. This warranty is only valid for 5 years starting from the original date of purchase (Purchase receipt), or, if previously reached, the useful life of LEDs or OLEDs according to our article specification. The warranty period will not be extended because services have been rendered in the context of this warranty, especially not for repairs or replacements. The warranty period will not be renewed in these cases.

## 3. Making a claim

According to this warranty, the customer is entitled to make a claim in writing and give a description of the defect, within the warranty period, to RIBAG or the retailer where the product was purchased. A further condition is that the customer shows the defect within 10 days after he has noticed it and or must have noticed it. It is up to the customer to prove that the warranty has not expired (e.g. by providing the purchase receipt). Where appropriate, RIBAG is entitled to determine the start of the warranty period in accordance with the date of manufacture.

## 4. This warranty guarantees

41. RIBAG is free to decide whether to repair the product, exchange it or refund the purchase price. In the case of a repair, the warranty covers the free delivery of the necessary spare parts. Insofar as RIBAG gives their written consent to carry out the repair themselves, then RIBAG bears the resulting costs for spare parts, installation and labour as well as any separate expenses for the transportation or delivery of the product. The customer has to provide the product so that the warranty services may be carried out. In the case of an exchange, the old product will be replaced with a new product of the same kind, quality and model. If the product in question has been discontinued at the time of the complaint, RIBAG is entitled to deliver a similar product. If RIBAG chooses to issue a refund of the purchase price and this decision is confirmed in writing. Then the customer will return the product and RIBAG will refund the purchase price. Components or products returned to RIBAG shall become the property under the terms of the warranty.

42. The customer shall bear all the ancillary costs that relate to the guarantee (e.g. for disassembly and reassembly, the shipping of the defective product, disposal, driving and travel times, installation aid devices). This warranty does not cover other costs, which are caused, for example, by the failure of the installation or other damages as well as consequential damages.

## 5. Conditions and exclusions

51. A condition for the validity of this warranty is the proper installation and maintenance of the product according to the instructions and codes of practice as well as the product and application specifications as predefined by RIBAG.

The assembly instructions and the instructions for use and care are enclosed with the delivery of each product. They can also be found on the website [www.ribag.com](http://www.ribag.com).

52. The warranty does not cover:

- wear parts, like for example, colour films, due to wear;
- fragile parts, like for example, lighting fixtures, lamps, due to breakage;
- consumables, like for example, lamps, due to use;
- components and products that RIBAG distributes as merchandise, (e.g. emergency lighting units, lamps from other manufacturers);
- minor deviations of RIBAG products from the target quality, which do not influence the practical value of the product in any way;
- operational and handling errors, damages free due to aggressive environmental influences, chemicals and detergents;
- product defects that are caused during the installation, transport or operation of the product that was not carried out by RIBAG employees, as well as damages that arose as a result of defective RIBAG products;
- the failure of LED components or electrical devices that are within the nominal failure rate of 0.2% per 1000 operating hours, unless stated otherwise in the product and application specifications (data sheet);
- loss of up to 1 LED per lamp, which does not affect its function;
- the colour tolerance of LEDs. With LEDs, the luminous flux and power are subject to a tolerance of +/- 10%;
- the luminous flux of LED products of less than 0.6% per 1000 operating hours;
- deviations in the lighting characteristics of LED products in subsequent deliveries when compared with the original products, which are due to usage-based changes and technological advances;
- settings and/or parameterisations of systems that are changing due to wear, fatigue or contamination;
- product defects, that are caused by software errors, bugs, viruses or something similar;
- from time to time necessary services such as renewed start-up, software updates, etc.

53. The warranty is no longer valid in the following instances:

- Failure to observe the instructions for assembly and care and the instruction manual provided or those available for reference on the website [www.ribag.com](http://www.ribag.com);
- Exceeding the limit values for temperatures and voltages;
- Installing and operating lamps that do not correspond to the IEC specifications;
- Inappropriate mechanical loads;
- Modification of the product from its original state by the customer;
- Assembly, maintenance, repair or servicing by unqualified personnel;
- Product damages caused by the vendor, installer or third parties;
- Damages due to normal wear and tear or wilful damage (in the case of damages due to negligence, a contributory negligence will be charged by mutual agreement);
- Improper installation or start-up;
- inadequate or improper maintenance;
- Products that have not been or are not being used in accordance with their intended purpose;
- Damages due to a force majeure or natural disaster.

**6. Cost apportionment in cases of exclusions from the warranty**

- 6.1. If a product defect is not covered by the warranty as described above, the costs incurred in sending and transporting the product will be borne by the customer. In addition, the customer has to bear the costs, including any labour costs, resulting from the examination of the products as well as the costs for dismantling and reinstalling the product. If the customer is informed by RIBAG that there are no grounds for a claim under warranty, then he must pay for the costs that result from the repair work he requested as well as the costs for the spare parts and labour.
- 6.2. If the defect is not perceptible on the product when it is delivered, then RIBAG has the discretion in each case to decide whether it should be eliminated as a gesture of goodwill. In this instance, the customer is not legally entitled to the removal of the defect.

**7. Legal rights**

The consumer has legal rights in addition to those under the warranty. These more favourable rights for the consumer under certain circumstances are not restricted by the warranty.

**8. Governing law and jurisdiction**

This warranty is subject to Swiss law with the exclusion of the Vienna Sales Convention. The place of performance for obligations arising from this warranty is Safenwil, Switzerland. As far as it is legally permissible, the place of jurisdiction is Safenwil, Switzerland.