

Guarantee Contract Conditions of WIBRE Elektrogeräte Edmund Breuninger GmbH & Co. KG, Liebigstraße 9, 74211 Leingarten

Last update 06-2019 Valid as at 01.04.2019

1. General Guarantee Contract Conditions

- (1) We shall assume an independent guarantee within the meaning of following terms and conditions exclusively on WIBRE products as their manufacturer.
- (2) The offer of the guarantee contract applies to to the commercial purchaser as contractual partner. If guarantee offers are submitted, a guarantee card for each relevant WIBRE product is included in the scope of delivery. The currently valid version of the Guarantee Contract Conditions is available on our website at <https://www.wibre.de/de/garantie.html> . We waive a formal declaration of acceptance.
- (3) The following conditions shall only apply to business transactions with entrepreneurs within the meaning of Section 14 German Civil Code, legal entities under public law and special funds under public law.
- (4) If the purchaser wants to transfer the claims from the guarantee contract to his customer, a guarantee application must be made. For this purpose, in addition to the product identification (product name, order number and serial number), the delivery note date and number, the dealer number or the address and contact data of the purchaser, the address data of the customer and the installation location of the affected product must be communicated. The completed guarantee application must be signed by the customer. In individual cases, we shall reserve the right to reject the transfer of claim under guarantee for objective reasons. If the purchaser transfers the claims from the guarantee contract to a consumer, the assignment must be communicated and the guarantee card for registration must be handed over.
- (5) The guarantee promise and the respective conditions under which the claim is granted depend on the product (cf. Section 2 et seq.). In general, the following restrictions apply:
 - (6) The promised guarantee period begins with the transfer of the performance risk to the purchaser, at the latest, however, when the object of guarantee is handed over. Any later processing or installation time is not decisive and does not result in a restart of the period even if the claim under guarantee is transferred from the purchaser to his customer.
 - (7) The guarantee only covers the free repair or, at our discretion, (partial) delivery of replacement. Disassembly and installation costs and other expenses shall not be assumed.
 - (8) If we do not demand a return delivery for repair or inspection, the replaced part shall be disposed of by the claimant in an environmentally compatible manner at his own expense.
 - (9) The claim under guarantee shall expire if the substantiating circumstances are based on causes for which the purchaser or the customer himself is responsible, in particular in the following cases:
 - improper or negligent use and handling
 - improper storage
 - incorrect assembly, installation or incorrect commissioning by the purchaser or third parties
 - use of unsuitable paints, mortars, adhesives, etc.
 - non-observance of protective regulations or protective arrangements in individual cases
 - failure to follow the installation instructions, operating instructions or maintenance instructions
 - missing or incorrect instruction of the user/operating personnel
 - normal wear and tear
 -

- colour and surface changes related to light and water
 - missing or faulty maintenance, especially due to non-compliance with the maintenance instructions
 - use of unsuitable operating media
 - use of unsuitable spare parts by the purchaser or third parties
 - improper or incorrect maintenance or repair by the purchaser or third parties
 - chemical, electronic or electrical influences (such as magnetic fields) or other unsuitable environmental conditions
 - galvanic-induced surface changes
 - inappropriate interventions by the purchaser, customer or third parties
- (10) After acceptance of the terms of use and our Privacy Policy, the purchaser can also electronically transmit the guarantee application for the customer by registering on the website <https://www.wibre.de/de/garantie.html>.
- (11) The claims of the purchaser according to sections 12 et seqq.. of our General Terms and Conditions of Business are not affected by the guarantee contract and its transfer / assignment to the customer.

2. Special guarantee contract conditions for the product groups

(1) LED recessed and surface-mounted spotlights for underwater use, as well as LED recessed and surface-mounted spotlights for outdoor use of protection classes IP67 and IP68 from the "Centum" product family

- The guarantee period pursuant to Section 1 para. (4) is **5 (five) years**.
- The exclusion for normal wear according to section 1 paragraph (7) is defined for the POW LEDs used according to the IES standard LM-70. This means that after 50,000 operating hours 70% of the luminous flux must still be present. LEDs are subject to ageing due to use, the so-called degradation. The ageing process results in a gradual and progressive decrease in luminous flux which is measured in lumen and effects the intensity of illumination. Colour perception can also change due to failure or ageing of individual LEDs. This does not constitute a defect.
- The exclusion due to unsuitable environmental conditions in accordance with section 1 paragraph (7) refers in particular to a water temperature of more than 35° Celsius.
- The exclusion due to chemical influences according to section 1 paragraph (7) refers in particular to the salt content of the water, which furthers corrosion and thus adversely affects the tightness of the spotlight. The material V4A 1.4571/316 Ti (suitable for fresh water) must not be used in salty environments, the material V4A 1.4539/904 L (under certain conditions resistant to saltwater) must not exceed a salt concentration of 3.5 % on an annual average. Higher concentrations require additional protective measures for the spotlights. Measuring reports and water samples are to be provided on request.

If a spotlight is intended for outdoor use, or if an underwater spotlight is also authorized for **use outside the water** according to the product documentation, the following restrictions shall also be applicable for use outside the water:

- The exclusion due to unsuitable environmental conditions in accordance with section 1 paragraph (7) refers in particular to an ambient temperature of below – 20° Celsius and above +35° Celsius.
- The exclusion due to chemical influences according to section 1 paragraph (7) refers in particular to the salt content of the environment (sea air, road salt, salt caves, etc.), which furthers corrosion and consequently adversely affect the tightness of the spotlight. The material V4A 1.4571/316 Ti (suitable for fresh water) must not be used in salty environments, the material V4A 1.4539/904 L (under certain conditions resistant to saltwater) may only be exposed to a maximum salt concentration of 3.5% on annual average. Higher concentrations require additional protective measures for the spotlights

(2) LED recessed and surface-mounted spotlights for underwater use, as well as LED recessed and surface-mounted spotlights for outdoor use of protection classes IP67 and IP68, except for the products from the "Centum" product family

- The guarantee period pursuant to Section 1 para. (4) is **3 (three) years**.
- LEDs are subject to ageing due to use, the so-called degradation. The ageing process results in a gradual and progressive decrease in luminous flux which is measured in lumen and effects the intensity of illumination.

Colour perception can also change due to the failure or ageing of individual LEDs. This does not constitute a defect.

- The exclusion due to unsuitable environmental conditions in accordance with section 1 paragraph (7) refers in particular to a water temperature of more than 35° Celsius.
- The exclusion due to chemical influences according to section 1 paragraph (7) refers in particular to the salt content of the water, which furthers corrosion and thus adversely affects the tightness of the spotlight. The material V4A 1.4571/316 Ti (suitable for fresh water) must not be used in salty environments, the material V4A 1.4539/904 L (under certain conditions resistant to saltwater) must not exceed a salt concentration of 3.5 % on an annual average. Higher concentrations require additional protective measures for the spotlights. Measuring reports and water samples are to be provided on request.

If a spotlight is intended for outdoor use, or if an underwater spotlight is also authorized for **use outside the water** according to the product documentation, the following restrictions shall also be applicable for use outside the water:

- The exclusion due to unsuitable environmental conditions in accordance with section 1 paragraph (7) refers in particular to an ambient temperature of below – 20° Celsius and above +35° Celsius.
- The exclusion due to chemical influences according to section 1 paragraph (7) refers in particular to the salt content of the environment (sea air, road salt, salt caves, etc.), which furthers corrosion and consequently adversely affect the tightness of the spotlight. The material V4A 1.4571/316 Ti (suitable for fresh water) must not be used in salty environments, the material V4A 1.4539/904 L (under certain conditions resistant to saltwater) may only be exposed to a maximum salt concentration of 3.5% on annual average. Higher concentrations require additional protective measures for the spotlights

(3) Spotlights of protection classes IP67 and IP68 equipped with conventional light sources (halogen, sodium vapour lamps, etc.)

- The lighting source of the spotlight is subject to wear and excluded from the guarantee.
- The guarantee period for the spotlight pursuant to Section 1 para. (4) is **3 (three) years**.
- The exclusion due to unsuitable environmental conditions in accordance with section 1 paragraph (7) refers in particular to a water temperature of more than 35° Celsius.
- The exclusion due to chemical influences according to section 1 paragraph (7) refers in particular to the salt content of the water, which furthers corrosion and thus adversely affects the tightness of the spotlight. The material V4A 1.4571/316 Ti (suitable for fresh water) must not be used in salty environments, the material V4A 1.4539/904 L (under certain conditions resistant to saltwater) must not exceed a salt concentration of 3.5 % on an annual average. Higher concentrations require additional protective measures for the spotlights. Measuring reports and water samples are to be provided on request.

If a spotlight is intended for outdoor use, or if an underwater spotlight is also authorized for **use outside the water** according to the product documentation, the following restrictions shall also be applicable for use outside the water:

- The exclusion due to unsuitable environmental conditions in accordance with section 1 paragraph (7) refers in particular to an ambient temperature of below – 20° Celsius and above +35° Celsius.
- The exclusion due to chemical influences according to section 1 paragraph (7) refers in particular to the salt content of the environment (sea air, road salt, salt caves, etc.), which furthers corrosion and consequently adversely affect the tightness of the spotlight. The material V4A 1.4571/316 Ti (suitable for fresh water) must not be used in salty environments, the material V4A 1.4539/904 L (under certain conditions resistant to saltwater) may only be exposed to a maximum salt concentration of 3.5% on annual average. Higher concentrations require additional protective measures for the spotlights.

(4) Operating devices (power supply units/controllers/transformers)

- The guarantee period pursuant to Section 1 para. (4) is **3 (three) years**.
- The exclusion due to unsuitable environmental conditions in accordance with section 1 paragraph (7) refers in particular to the ambient temperature and installation situation. This information can be found in the product documentation.

(5) Seals, cables, cable glands, protective conduits

- The guarantee period pursuant to Section 1 para. (4) is **5 (five) years**.

(6) Stainless-steel mounting housings and stainless-steel spotlight housings

- The guarantee period pursuant to Section 1 para. (4) is **10 (ten) years**.
- The exclusion due to unsuitable environmental conditions in accordance with section 1 paragraph (7) refers in particular to a water temperature of more than 35° Celsius.
- Any plastic parts are excluded from the guarantee.
- The exclusion due to chemical influences according to section 1 paragraph (7) refers in particular to the salt content of the water, which furthers corrosion and thus attacks the housing and adversely affects the tightness of the spotlight and installation housing. The material V4A 1.4571/316 Ti (suitable for fresh water) must not be used in salt water or salty environments, the material V4A 1.4539/904 L (under certain conditions resistant to saltwater) must not exceed a salt concentration of 3.5 % on an annual average. Higher concentrations require additional protective measures for the spotlights. Measuring reports and water samples are to be provided on request.

For use **outside the water**, the following additional restrictions shall apply:

- The exclusion due to unsuitable environmental conditions in accordance with section 1 paragraph (7) refers in particular to an ambient temperature of below – 20° Celsius and above +35° Celsius.
- The exclusion due to chemical influences according to section 1 paragraph (7) refers in particular to the salt content of the environment (sea air, road salt, salt caves, etc.), which furthers corrosion and consequently adversely affect the tightness of the spotlight and of the mounting housing. The material V4A 1.4571/316 Ti (suitable for fresh water) must not be used in salty environments, the material V4A 1.4539/904 L (under certain conditions resistant to saltwater) may only be exposed to a maximum salt concentration of 3.5% on annual average. Higher concentrations require additional protective measures for the spotlights.

3. Choice of law for international legal relations

The law of the Federal Republic of Germany, excluding the United Nations Convention on the International Sale of Goods (United Nations Convention of 11 April 1980 on Contracts for the Sale of Goods, CISG - "Vienna Sales Convention"), is applicable for these Terms and Conditions of Guarantee and the entire legal relationship arising from the Guarantee Contract Relationship between us and the purchaser.

4. 18. Applicable language of the contract, translations

Unless otherwise agreed, the contract language is German. The English and French versions of these guarantee conditions are intended to make it easier for our foreign-language customers to read them. The German version alone is decisive for the interpretation of the contract.

5. Place of performance, jurisdiction

- (1) If the contractual partner is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law, the place of performance for the mutual obligations of the guarantee contract is D-74211 Leingarten.
- (2) If the contractual partner is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law or has no registered office in the Federal Republic of Germany, D-74072 Heilbronn/Neckar shall be the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship.

The above conditions replace our guarantee conditions 01-2018 and apply retroactively to all WIBRE products delivered after 01.04.2019, regardless of the date of the purchase contract.

Leingarten, 04.06.2019

WIBRE Elektrogeräte Edmund Breuninger GmbH & Co. KG