

Terms and Conditions of Warranty for the Product Series DASAR® PREMIUM

1. We, SLV GmbH, Daimlerstrasse 21–23, 52531 Übach-Palenberg, hereby grant to you (irrespective of any legal warranties) an additional extended manufacturer's/durability warranty of 5 years from the invoice date on the DASAR® PREMIUM product series, subject to the following terms and conditions. Any other product series are excluded from this warranty.
2. This warranty is valid within the EU and in Switzerland.
3. These provisions are of course without any prejudice to any legal claims due to defects, in particular, but not limited to, the warranty rights pursuant to Section 437 [BGB [German Civil Code]]. The Buyer is in every case entitled to assert any such claims, regardless of whether there is a warranty case or warranty claims are asserted. The above provisions apply as well to any rights against the professional retailer/installer. Furthermore, our General Terms and Conditions of Sale, including the regulations for returns and the terms and conditions of repair, apply as well.
4. The warranty covers solely and exclusively material, design and/or production defects and is applicable to the entire product series with the exception of electronic components and parts subject to wear and tear. Reduced-price products and custom products are also excluded from the warranty.
5. The warranty is subject to verifiable compliance with the following terms and conditions:
 - Proper use of the products in accordance with the relevant technical specifications (in particular, but not limited to, data sheet, application regulations, IEC standards)
 - Installation/assembly and operational startup of the products may be conducted solely by professional personnel and in compliance with installation instructions
 - The lamp housing may not be opened, and no modifications may be made on the product as a whole in deviation from its condition upon delivery (e.g. replacement of parts with third-party components); additional functions may be added solely by SLV
 - Ambient temperatures and line voltages may neither exceed nor fall short of the tolerance limits shown in the product and application specifications (data sheet), and the product may not be subjected to any loads that are not in accordance with specifications. Moreover, it must not come into contact with substances whose characteristics, as far as is generally known, are capable of impairing the functionality of the lamps. Warranty performance for failures caused by extreme ambient conditions (e.g. ocean or desert conditions) is subject to prior written agreement with SLV
 - The maintenance instructions included in the installation instructions must be observed

6. Moreover, the warranty covers a maximum burning period of 4,500 hours/year, corresponding to the generally accepted standard value for the usual professional utilisation

A decline in luminous flux of up to 0.6%/1,000 burning hours is state of the art and is therefore not covered by the warranty. A failure within the nominal failure rate of 0.2%/1,000 hours for electronic components such as EBs and LEDs is permissible and is also not covered by the warranty.

7. The following are also excluded from the warranty:

- Damage resulting from incorrect or improper use of the lamp, e.g. scratches and cracks, contamination etc. and any consequential damage or loss related thereto
- Damage resulting from any use that is a violation of applicable standards, a codex or instructions for use
- Damage caused by force majeure
- Mechanical damage such as transport damage
- Parts subject to wear and tear such as gaskets, plastic parts, connection cables and fragile parts such as glass
- Electronic components such as condensers
- Electronic or other components that SLV distributes as merchandise under a third-party name
- Any and all ancillary costs incurred during the remedy of defects (e.g. removal and re-installation of the lamps, transport of the defective and of the repaired or new product, disposal, travel expenses, lifting devices, scaffolding, lost profit, losses from operational disruptions); any such costs shall be borne by the customer itself. In all other respects, any and all liability for damages is excluded, in particular, but not limited to, liability for consequential damage or loss
- Damage caused when the lamp housing is opened or when modifications or repairs of the product are made without our written consent
- Damage caused by electricity supply conditions, including short-term voltage surges, overvoltage/undervoltage

8. Warranty claims must be reported in text form (in writing, e.g. by fax or email to service@slv.de) within 30 days of determination of their occurrence; the following information must be included in the report: Information about the defective product, installation and invoice date, detailed description of the problem, number and % of failures, time of failure. In addition, the related invoice or comparable evidence must be presented upon request. Please archive such documents carefully for this reason.

9. The warranty service will take the form of the repair of the product or of the defective components of the product at our location or replacement with the same or equivalent replacement products or the offer of a price reduction or the repossession of the product against reimbursement of the purchase price. Replacements are subject to deviations from the original product because of technological advances and to reasonable deviations with respect to design and characteristics.

10. SLV reserves the right to make a final decision regarding the validity of a warranty claim.

11. Warranty performances do not extend the original warranty period or cause a new warranty period to commence. The warranty period for installed replacement parts expires concurrently with the warranty period for the product as a whole.
12. The warranties granted under these terms and conditions of warranty represent the full and exhaustive scope of warranties granted by SLV with respect to the products and supersede any and all other express or tacit warranties.
13. The legal relationship with respect to the warranty is governed solely and exclusively by German law, excluding application of UN sales law. Sole and exclusive venue is Aachen.

If you have any questions about our warranties, we will of course be glad to answer them:

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