

Product Warranty

BRIGHT SPECIAL LIGHTING develops, manufactures and supplies high-grade lighting fixtures, lighting technology products and tailor-made lighting system solutions. As experts with specialised knowledge and knowhow in lighting applications, we are committed to providing our customers with an excellent quality standard. Accordingly, our product portfolio might be covered by extensive warranties that exceed the usual statutory warranty periods.

§ 1. VALIDITY

(1) Inasmuch as no alternative agreement was concluded in the individual case, this warranty is applicable to numerous BRIGHT SPECIAL LIGHTING products from all the categories of lighting products range with either integrated conventional lamps or LED and their control gear, as described in more detail below.

(2) This warranty does not cover any products not directly delivered or purchased by BRIGHT SPECIAL LIGHTING or by an official representative of BRIGHT SPECIAL LIGHTING as well as any products not bearing a registered BRIGHT SPECIAL LIGHTING trademark.

(3) In addition, this warranty does not cover any samples or prototypes, even if no specific agreement was concluded in the individual case.

(4) This warranty equally does not cover customer-specific products that were developed and/or manufactured in accordance with specific customer requirements.

§ 2. WARRANTY PERIOD AND PRODUCTS

(1) The warranty period which applies for a BRIGHT SPECIAL LIGHTING product is specified in the separate overview file "Warranty Periods" published on our homepage and also available from BRIGHT SPECIAL LIGHTING on request.

(2) The warranty period begins with the delivery date of the respective product, but at the latest six months following the date of its production.

(3) In case of products for which the overview file "Warranty Periods" does not specify any warranty period, statutory provisions (statutory liability) shall solely apply. Particularly, the warranty period which applies for the specific product is defined at two (2) years, in accordance with the provisions of the European Directive 1999/44/EC of the European Parliament and of the Council of 25 May 1999 on certain aspects of the sale of consumer goods and associated guarantees.

(4) In addition, after completion of the two (2) years warranty period, BRIGHT SPECIAL LIGHTING preserves parts and components for a period of ten (10) years and is able to repair, with the corresponding fee, any of its products.

§ 3. TERMS AND CONDITIONS OF THE WARRANTY

(1) Products must be used in accordance with the specified installation and operating instruction and only for applications that comply with the specifications.

(2) Devices and systems must be serviced and maintained properly with (written) documentary evidence.

(3) The warranty solely covers product faults caused by material, construction or production errors as well as failure rates that exceed nominal failure rates.

(4) Product faults caused by mains power surges are excluded from this warranty.

§ 4. SERVICE LIFETIME AND FAILURE RATES

(1) The rated service lifetime and nominal failure rate values specified in the BRIGHT SPECIAL LIGHTING product catalogue or in the respective BRIGHT SPECIAL LIGHTING datasheets in their current versions shall apply. The BRIGHT SPECIAL LIGHTING product catalogue and product datasheets are available for download from the BRIGHT SPECIAL LIGHTING website or directly from BRIGHT SPECIAL LIGHTING on request.

(2) In order to achieve the specified rated service lifetime and nominal failure rate values, products must be operated and maintained in accordance with the instructions. In particular, this includes compliance with any provisions specified by the manufacturer, with respective national and/or international standards as well as with local codes and regulations.

(3) Outages that remain below the nominal failure rate do not constitute a basis for a warranty claim.

§ 6. PHOTOMETRIC PROPERTIES OF LED PRODUCTS

- (1) The terms of this warranty apply only to mortality cases that exceed the nominal failure rate.
- (2) Changes in photometric properties over the course of the product's service life (e.g. changes in colour temperature and/or degradation of luminous flux) are not covered by this warranty.
- (3) Due to technical improvements or use-related changes in luminous flux, subsequent deliveries may show differing photometric properties to the original products.

§ 7. WARRANTY TERMS

- (1) In the event of a warranty claim, BRIGHT SPECIAL LIGHTING – at its own discretion – shall repair the defective products and/or components, provide the customer with suitable replacement or refund the price of the defective devices.
- (2) The costs associated with disassembly and reinstallation as well as the cost of shipping (outward-bound and return) of the affected products are excluded from this warranty.
- (3) Further costs that may arise, for instance replacement costs upon installation, costs caused from failures of the installation or other damage and/or consequential damage, are also excluded from this warranty.
- (4) The warranty period shall not be extended by the performance of any work that falls under the terms of this warranty.

§ 8. ASSERTION AND CHECKING OF CLAIMS

- (1) Warranty claims must be submitted in writing along with the faulty product immediately after the respective fault has occurred.
- (2) BRIGHT SPECIAL LIGHTING reserves the right to check the faulty product. To this end, when returning faulty luminaire components, it is also necessary to send in the affected luminaire incl. light source/lamp.
- (3) Mutually agreed, acceptable transport costs of faulty components and products shall be borne by BRIGHT SPECIAL LIGHTING. The customer remains liable for any damage caused by insufficient packaging on the customer's part.

§ 9. APPLICABLE LAW; MISCELLANEOUS

- (1) For every dispute deriving from the product sale and the subsequent warranty, sole jurisdiction of the courts of BRIGHT SPECIAL LIGHTING's headquarters is established and Greek Law is applicable, unless it is predicted otherwise by national or European Community legislation for customer protection. BRIGHT SPECIAL LIGHTING recommends and suggests the use of Alternative Dispute Resolution methods whenever possible.
- (2) Any warranty claims shall be handled via the BRIGHT SPECIAL LIGHTING sales offices or via an official representative of BRIGHT SPECIAL LIGHTING.
- (3) Statutory warranty rights shall remain unaffected by this warranty.

BRIGHT SPECIAL LIGHTING S.A.

