

The SLV brand name stands for service and quality.

We, SLV GmbH, Daimlerstrasse 21–23, 52351 Übach-Palenberg, want to emphasise this by granting a

5-year manufacturer's warranty for SLV products

in accordance with the following terms and conditions:

Independently of the statutory warranty requirements, we guarantee that our products are free from any material, design or production defects for a warranty period of 5 years from the invoice date, provided they are used as intended.

Scope of Application

This warranty applies to any and all lamps sold under the SLV brand name, starting with the current portfolio 2018 (BIG WHITE 2018, NoNonsense 2018, Online Sales 2018), including permanently installed ballasts or operating units or components (LED modules, drivers, power supply units, transformers etc.) and with the invoice date of an authorised SLV distributor of 05/05/2018 or later.

The warranty does not apply to custom products and reduced-price products (action list), conventional and LED retrofit illuminants that can be ordered separately, LED strips and the related LED installation profiles, light bars, components and accessories such as rechargeable batteries and batteries and operating units that are not permanent installed, software and merchandise that SLV distributes under third-party names.

The warranty applies worldwide with the exception of North America.

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 [Civil Code]. The Buyer is entitled to make use of these legal claims free of charge and without restriction in any case, regardless of whether there is a warranty case or warranty claims are asserted.

Furthermore, our General Terms and Conditions of Sale, including the regulations for returns and the terms and conditions of repair, apply as well.

Scope of Warranty

Prerequisites

The validity of the warranty is subject to verification that:

1. The product was properly installed and started up operationally in accordance with the attached installation instructions;

2. The product is used in accordance with the pertinent technical specifications and in compliance with applicable law and standards or codices (in particular in accordance with data sheets, application guidelines, ICEW standards) (intended use);
3. The ambient temperature and power voltage neither exceed nor fall short of the tolerances stated in the product and application specifications (data sheet);
4. No modifications in deviation from the product's condition on delivery (e.g. replacement with third party components) have been made; updates and addition of functions may be made solely by SLV;
5. Regular maintenance and cleaning of the product in accordance with the requirements of SLV (installation instructions) or generally accepted procedures have been carried out;
6. The product has not been subjected to any mechanical or chemical stress that is not in accordance with its intended use; it may not to this extent and in particular either come into contact with substances whose properties, according to general knowledge, are capable of impairing the functionality of the lamp (cleaning agents, bases and acids, salt etc.) or be exposed to extreme ambient conditions such as sea or desert factors, in industrial operations or animal husbandry operations; warranty covering any failures caused by such factors is subject to the prior written agreement with SLV.

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

The warranty covers solely and exclusively product failures that are caused by verified material, design or production errors and that exceed the mean nominal failure rate. The mean nominal failure rate for electronic operating units or components such as EBs and LED modules amounts to 0.2%/1,000 operating hours unless the nominal lifetime and nominal failure rate have been otherwise defined in the pertinent product and application specifications. In this sense, failure within the nominal failure rate is not covered by the warranty.

A certain decline in luminous flux is in conformity with state-of-the-art technology and is also not covered by the warranty. The above provision applies as well to the colour tolerance of LED modules.

Illuminants must be replaced immediately upon the expiration of their useful life.

Exclusions

The following are also excluded from the warranty:

1. Damage that does not impair the function of the product, e.g. scratches, cracks, dents, bumps, paint, decorative features etc.;
2. Mechanical damage such as transport damage;
3. Damage that is caused by unintended or improper use of the lamp, e.g. damage and contamination resulting from inadequate maintenance/cleaning, damage from over-/undervoltage or moisture, damage from mechanical violent impacts etc.;

4. Damage caused by electricity supply conditions, including short-term voltage surges, overvoltage/undervoltage;
5. Damage resulting from software errors, bugs, viruses or similar causes;
6. Damage caused by force majeure;
7. Components and parts that are subject to wear and tear or natural ageing such as gaskets, plastic parts, connection cables etc.;
8. Costs and damage if no defect in the product can be determined;
9. Indirect damage or loss occurring during the remedy of defects (e.g. removal and re-installation of the lamps, travel expenses, lifting devices, scaffolding, lost profit, losses from operational disruptions); any such costs shall be borne by the customer. In all other respects, any and all liability for damages is excluded, in particular, but not limited to, liability for consequential damage or loss.

Furthermore, any and all other causes of damage or loss that are not under our control or that represent user's fault are excluded.

Settlement

The settlement of warranty cases is the responsibility of the distributor company of SLV Group in the country in which the product was first acquired and put into operation. Warranty claims must be reported within 30 days after determination of the defect in text form or via a pertinent online portal of SLV or of the relevant distributor company of SLV Group; a copy of the related invoice and appropriate verification of the defect that has occurred (information about the defective product, detailed description of the problem, point in time of the failure) must be included.

If, after examination of the product to determine that the warranty requirements have been met, it is decided that a warranty case is valid, SLV will, at its option and discretion, repair the defective product, replace it with an equivalent product or offer a price reduction. Replacements are subject to deviations from the original product because of technological advances and to reasonable deviations with respect to design and characteristics.

Final Provisions

This warranty does not cover product failures that have previously been remedied under the warranty through replacement, repair or price reduction.

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

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.

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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