

The distributors and sales partners of XAL GmbH with registered offices at Auer-Welsbachgasse 36, A-8055 Graz, Austria, are authorised to grant the following 5-year guarantee on XAL products (**as of January 2022**):

We guarantee that any products sold under the brand name "XAL" are free of production and / or material defects under normal conditions of use for a guarantee period of five years starting from the invoice date. Products purchased on or after **01.01.2022** are covered by this guarantee. The date of the invoice is relevant.

### § 1 Scope of guarantee

- (1) This guarantee shall only apply to products
  - (a) which are used in accordance with the product and application specifications indicated on the data sheet;
  - (b) which were installed and put into operation by an authorised electrical contractor in accordance with the installation instructions;
  - (c) the maintenance requirements of which are met in a professional manner;
  - (d) the threshold values of which are not exceeded for external influencing factors such as temperatures and voltages;
  - (e) which are not exposed to improper mechanical and/or chemical stresses or loads;
  - (f) which are only fitted with lamps that comply with existing IEC specifications;
  - (g) which have not been modified or repaired in any way without our express permission in writing.
- (2) This guarantee does not refer to
  - (a) normal wear and tear and worn items or software defects, viruses and similar;
  - (b) deliberate or grossly negligent damage;
  - (c) construction faults;
  - (d) special production orders when we work to plans, drawings and specifications submitted by the customer;
  - (e) settings or parameter adjustments to equipment which has changed due to wear, fatigue or dirt;
  - (f) deviations of the product from illustrations or data in our catalogues or other sales documents;
  - (g) articles of merchandise and products of other manufacturers which we sell;
  - (h) assembly work and/or any other work performances or services.

(3) This guarantee applies to permanent malfunctions of products due to significant production and/or material defects whenever the former exceed the nominal failure rate. Unless otherwise stipulated in the product and application specifications, the nominal failure rate for electronic operating devices and components such as LEDs shall be set at 0.2% per 1,000 operating hours, unless expressly indicated otherwise. Furthermore, a decrease in luminous flux of up to 0.6% per 1,000 operating hours and a colour point shift over the service life of LED modules shall be considered as state of the art and shall not be covered by this guarantee. The luminous flux and performance of new LED modules are subject to a tolerance of +/- 10%. In the event that LED modules are replaced, lighting properties may vary from the original product due to technical progress and changes in luminous flux as a result of usage.

### § 2 Conditions for establishing claims

- (1) The guarantee shall only be granted on condition that the customer provides us with a invoice issued by XAL to the customer. Furthermore, the customer must provide us with their contact details and information about the purchased products. We reserve the right to request further information if necessary.
- (2) If the customer does not have a invoice issued to them by XAL, they must contact an XAL sales partner. The XAL sales partner is solely responsible for processing the complaint.
- (3) In order to make a guarantee claim, the customer must inform us in writing within two weeks of establishing that some or all of the products eligible for the guarantee, exhibit production and/or material defects. We reserve the right to be allowed a reasonable period of time to check the products. The customer shall bear the costs in the event that the products must be sent back to us for checking purposes. In the events that doubts emerge that the alleged defect actually exists or is due to a production and/or material defect covered by this guarantee, the customer shall assume the burden of proof to demonstrate the existence of the defect and/or the causality of a production and/or material defect covered by this guarantee; the customer shall furnish appropriate evidence of the same.

### § 3 Fulfilment of guarantee obligations

- (1) The customer shall bear all additional costs incurred from the fulfilment of this guarantee. These include in particular, but not exclusively, costs of assembly and disassembly, of transport or dispatch of the defective and of the repaired product or of the replacement product, of disposal, of journey and travel times, of lifting equipment and scaffolding. The customer shall also bear the costs of any new system start-ups, software reinstallations or software updates required under this guarantee.
- (2) The functionality of our replacement products or parts shall correspond to that of the product or part which is to be replaced. The replacement products or parts can contain new or re-used materials that may have already been used, re-fitted or overhauled, but which are equivalent to new products or parts with regard to their performance and reliability; however, replacement products or parts may vary slightly in regard to their dimensions and design.
- (3) Fulfilment of any part of this guarantee shall not lead to an extension of the guarantee period. However, replacement products or parts shall be covered by the guarantee to the extent that we vouch that they are free of any production and/or material defects over the remaining applicable guarantee period for the product which is being replaced, or into which the replacement products or parts are installed.

### § 4 Final provisions

- (1) We shall not assume any liability extending beyond this guarantee. In particular, under this guarantee, we shall not assume liability for any indirect, special or consequential damage, or for any financial loss including the loss of actual or expected profits, interest, earnings, expected savings or expected business, damage to goodwill, or damage of any kind incurred by third parties. Our statutory warranty shall remain unchanged in accordance with our currently applicable [General Terms and Conditions](#), subsidiary to the statutory provisions, however, and shall apply in addition this guarantee.
- (2) Liability from this guarantee shall be restricted to the purchase price of the products affected as shown on the sales receipt from XAL or the cost of repair or replacement; the lower amount in each case shall be the upper limit of the liability under this guarantee. It is subsidiary to a liability arising from other legal reasons. An entitlement to additional services or payments, or any services and payments exceeding the actual value of the damage, may not be derived from this guarantee.
- (3) The customer may not transfer the guarantee or their rights arising thereunder without our express permission in writing. Third parties shall not be entitled to enforce any provision contained in guarantee.
- (4) Austrian law applies. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply.
- (5) The place of jurisdiction for any disputes arising from this guarantee statement shall be Graz (Austria).
- (6) If part or all of a provision of this guarantee statement is or becomes invalid or unenforceable, this shall not affect the validity of any other provision. The partially or completely invalid or unenforceable provision shall be replaced by a valid provision that comes closest to the purpose intended by the parties.