



## Manufacturer's Warranty of INLIGHT GmbH & Co. KG

INLIGHT products are developed and manufactured according to the applicable standards and strict quality criteria.

INLIGHT supplies only commercial customers, for whom these conditions apply. Statutory warranty claims are not affected by these warranty conditions.

**INLIGHT provides a 5-year manufacturer's warranty on all INLIGHT products delivered from September 1, 2024.**

Additionally, an optional PREMIUM-5-year-warranty can be purchased for all self-contained luminaires.\*<sup>1</sup>

INLIGHT guarantees, under the following conditions, that new, originally packaged INLIGHT products will be free from manufacturing and material defects during a warranty period of five years from the delivery date, when used as intended. The liability for defects - see General Terms and Conditions - is not affected by this warranty.

The warranty applies exclusively to purchase contracts with INLIGHT customers from the European Union, Switzerland, Norway, Iceland, and the United Kingdom for products that have been marked with the customer's logo by INLIGHT, provided that the products are used in accordance with the specified product and application specifications, such as data sheets, product catalogs, etc., and are installed and operated professionally in accordance with the installation and operating instructions provided with the product.

The limits for temperatures and voltages listed in the product and application specifications must not be exceeded, and the product must not be exposed to any non-intended mechanical and/or chemical stresses.

The warranty covers only product failures caused by proven material, design, or production defects.

The customer is obliged to notify INLIGHT of the warranty case in writing within 30 days of the defect's discovery, stating the associated order or invoice number and the corresponding proof of the defect. If necessary, to assess the cause of the defect, defective luminaires may need to be made available to INLIGHT in full for inspection, as agreed upon between the customer and INLIGHT. If, after examining the product, it is determined that a warranty case has occurred, INLIGHT has the discretion to repair the defective product, replace it with an equivalent product, offer a price reduction, or provide a credit.

All replacement products or parts may contain new or recycled materials equivalent to new products or parts in terms of performance and reliability. The replacement product may differ in size and design from the original product in case the original product is no longer available. "Recycled materials" are parts or products that have been used or refurbished and are not new. Although these parts or products are not new, their condition after refurbishment or repair is as good as new in terms of performance and reliability. The functionality of all replacement products or parts is equivalent to that of the product or part being replaced. INLIGHT guarantees that replacement products or parts will be free from material defects or manufacturing flaws for the remaining period of the applicable warranty for the product being replaced or in which they are installed.

The warranty does not cover:

- a) All incidental costs associated with the defect resolution, such as installation and removal, transportation of the defective and repaired or new product, disposal, travel and transit time, lifting equipment, scaffolding, as well as damages, operational losses, lost profits, costs for software updates, and consequential damages of any kind.
- b) Costs, defects, and/or damages that occur when no defect in the product can be found.
- c) Defects and/or damages that fall under the warranty of the customer/dealer or a third party.
- d) Luminous flux reduction of the LED light source below 0,4%/1.000h (L80) and for electronic control devices or components such as LED modules, failures within the nominal failure rate of 0,2%/1.000h (B10). Additionally, the luminous flux and performance of new LED modules are subject to a tolerance of +/- 10%.
- e) Monitoring/mixed operation components/modules or the monitoring/mixed operation function in combined LED converters.
- f) Damages due to software errors, bugs, viruses, or the like.
- g) Wear parts such as luminaire batteries\*<sup>1</sup>, batteries, computer hard drives, and servers (incl. hard drives), software errors, etc.
- h) Defects and/or damages that do not affect the product's functionality, such as scratches, paint damage, dents, or general surface damage on less than 5% of the total surface area of the product, and discoloration or embrittlement of plastic parts due to the aging process or UV radiation.
- i) Defects and/or damages caused by force majeure, natural events, nuclear energy, war events of any kind, civil wars, or internal unrest.
- j) Damages caused by lightning strikes, fire, explosions, storms, or floods.
- k) Color shifts of LED modules and changes in lighting properties compared to the original product.
- l) Defects and/or damages that are covered by insurance contracts.
- m) Electronic components, products, and luminaires sold by INLIGHT GmbH & Co. KG as traded goods under third-party labels (e.g., touch panels, printers, computers, etc.) as well as luminaires from other manufacturers.
- n) Services such as commissioning.

The warranty will immediately expire if changes or repairs are made to the product without written consent or if the product is improperly installed or installed by unqualified personnel. The warranty will also immediately expire for products whose serial number has been damaged, altered, or removed.

INLIGHT accepts no liability beyond this manufacturer's warranty.

German law applies exclusively, excluding the conflict of laws. The application of the UN Sales Convention is expressly excluded. The place of jurisdiction for all disputes arising from this manufacturer's warranty is the business location of INLIGHT GmbH & Co. KG.

INLIGHT GmbH & Co. KG  
Otto-Hahn-Straße 7  
D-46569 Hünxe, Germany

<sup>\*1</sup> Optionally, a chargeable PREMIUM-5-year-warranty for self-contained luminaires can be purchased. This also includes luminaire batteries within the warranty. The nominal failure rate (0,2%/1.000h) also applies here.



## Overview of Costs & Service Scope for an Optional

### **PREMIUM-5-Year-Warranty on Self-Contained Luminaires**

of INLIGHT GmbH & Co. KG, Otto-Hahn-Straße 7, 46569 Hünxe, Germany

INLIGHT offers an optional and chargeable **PREMIUM-5-Year-Warranty** for its self-contained luminaires, which includes the luminaire battery. This warranty extends the standard manufacturer's warranty of INLIGHT GmbH & Co. KG to cover the luminaire battery for five years as well.

There are two options for purchasing the warranty:

- **Annual Agreement**
- **Order-Specific Agreement**

#### Annual Agreement:

When entering into an annual agreement, the customer and INLIGHT sign a contract with a minimum term of 12 months, which stipulates that during the period of the agreement, all self-contained luminaires purchased by the customer from INLIGHT are covered by a PREMIUM-5-Year-Warranty (service scope described below). For this, INLIGHT charges the customer a warranty fee at the end of the 12-month period, which is calculated based on all self-contained luminaire sales made with the customer during the 12-month period.

#### Order-Specific Agreement:

Alternatively, the PREMIUM-5-Year-Warranty (service scope described below) can be purchased on an order-specific basis, which is more flexible but slightly more expensive due to the increased processing effort. For order-specific processing, all self-contained luminaires ordered for a specific project are subject to the warranty fee. The customer is required to specify the project name for all orders and indicate that the luminaires should be covered by the PREMIUM-5-Year-Warranty.

#### Service Scope:

- Any services under the PREMIUM-5-Year-Warranty are provided under the same conditions and prerequisites as the 5-year standard manufacturer's warranty of INLIGHT GmbH & Co. KG (which can be viewed on the website [www.inlight-gmbh.de](http://www.inlight-gmbh.de)), with the sole exception that the luminaire batteries, which are excluded as wear parts under point g) of the standard warranty, are included here.
- The additional PREMIUM-5-Year-Warranty covers only failures of the luminaire battery exceeding the nominal failure rate of 0,2%/1.000h (B10).
- A decrease in luminaire battery capacity constitutes a defect – considering points a) and b) – only if the rated operating time of the self-contained luminaire no longer meets the specifications.

#### Costs:

The currently valid rates for the warranty fee can be found in the following table:

	<b>PREMIUM-5-Year-Warranty (incl. Luminaire Battery*<sup>1</sup>)</b>	
Contract Type	Annual Agreement	Order-Specific Agreement
Costs	3%	4%

\*1 Nominal failure rate (0,2%/1.000h).



**Supplementary Agreement for an Optional PREMIUM-5-Year-Warranty on Self-Contained Luminaires  
of INLIGHT GmbH & Co. KG, Otto-Hahn-Straße 7, 46569 Hünxe, Germany**

between

**Mustermann GmbH  
Musterstraße 99  
99999 Musterstadt**

(hereinafter referred to as "Customer")

and

**INLIGHT GmbH & Co. KG  
Otto-Hahn-Straße 7  
46569 Hünxe, Germany**

(hereinafter referred to as "INLIGHT")

the following agreement is concluded:

**Preamble:** INLIGHT is a manufacturer of emergency and safety luminaires as well as systems for emergency and safety lighting and is in a long-term business relationship with the Customer. The self-contained luminaires supplied by INLIGHT are equipped with a 5-year manufacturer's warranty (see Appendix 1 "Manufacturer Warranty\_of\_INLIGHT\_5Years\_V.05\_11.08.2024"). The customer desires to extend this manufacturer's warranty to a PREMIUM-5-Year-Warranty for self-contained luminaires (scope of services as per §1). With this preamble, the parties agree on the following:

**§ 1 – Scope of Services of the PREMIUM-5-Year-Warranty for Self-Contained Luminaires**

- a) In addition to the manufacturer's warranty of INLIGHT GmbH & Co. KG, it is agreed that this PREMIUM-5-Year-Warranty on self-contained luminaires will also cover the luminaire batteries for five years.
- b) Any services under the PREMIUM-5-Year-Warranty are provided under the same conditions and prerequisites as the 5-year standard manufacturer's warranty of INLIGHT GmbH & Co. KG (which can be viewed on the website [www.inlight-gmbh.de](http://www.inlight-gmbh.de)), with the sole exception that the luminaire batteries, which are excluded as wear parts under point g) of the standard warranty, are included here.
- c) The additional PREMIUM-5-Year-Warranty covers only failures of the luminaire battery exceeding the nominal failure rate of 0,2%/1.000h (B10).
- d) A decrease in luminaire battery capacity constitutes a defect – considering points b) and c) – only if the rated operating time of the self-contained luminaire no longer meets the specifications.
- e) This warranty includes all self-contained luminaires that INLIGHT has delivered to the customer during the agreement period.

**§ 2 – Costs**

- a) For the PREMIUM-5-Year-Warranty, a warranty fee of 3% of the self-contained luminaire sales revenue for the respective warranty period (12 months) will be charged.

**§ 3 – Billing**

- a) INLIGHT will provide, in the first month of the following year, a detailed overview of all net sales of self-contained luminaires made with the customer in the previous year, along with a corresponding invoice. If the agreement is not concluded for a full year in the initial and final year, the calculation will be prorated.

**§ 4 – Duration and Termination**

- a) This agreement is valid from **XX.XX.XXXX**.
- b) This agreement is initially valid for a period of 12 months.
- c) If the agreement is not terminated at least 3 months before the end of the 12-month period, it will automatically renew for another 12 months.

**§ 5 – Severability Clause and Jurisdiction**

- a) Should individual provisions of this contract be invalid or void, this does not affect the validity of the remaining provisions of this contract. The parties undertake to replace invalid or void provisions with new provisions that legally reflect the economic content of the invalid or void provisions as closely as possible. The same applies if a gap is discovered in the contract. To fill the gap, the parties agree to establish appropriate provisions that most closely align with what the contracting parties would have determined in terms of the contract's intent and purpose if they had considered the matter.
- b) The place of jurisdiction is agreed to be the registered office of INLIGHT.

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Place, Date

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Place, Date

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Signature

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Signature