



# GENERAL WARRANTY TERMS OF HERBERT WALDMANN GMBH & CO. KG

Last updated: 1 April 2022

## 1. Warranty

### 1.1 The guarantor is

Herbert Waldmann GmbH & Co. KG  
Peter-Henlein-Straße 5  
78056 Villingen-Schwenningen  
(hereinafter referred to as "Waldmann").

Waldmann assumes a manufacturer's warranty for the products mentioned in the General Warranty Terms to initial customers based on these General Warranty Terms.

1.2 This warranty shall apply to customers who purchased the products mentioned in these Terms from Waldmann or a dealer in Germany after 01/04/2022 and commissioned them for the first time (hereinafter referred to as "Initial Customer").

1.3 Waldmann grants the Initial Customer a durability warranty.

1.4 With this warranty, Waldmann grants the Initial Customer further rights beyond any contractual or legal claims arising from defects. An Initial Customer who is a natural person and who buys a product covered by this warranty declaration for purposes which can-not be attributed to its commercial business activity or its independent professional activity shall have the statutory warranty rights in the event of defects, the exercise of which shall be free of charge. The statutory claims arising from defects are not restricted by this warranty. However, claims for defects of the Initial Customer shall be excluded if and to the extent Waldmann renders services based on these Warranty Terms.

1.5 The warranty covers products of the brands "Waldmann" and "Derungs".

## 2. Warranty Claim, Warranty Period and Extension

2.1 A warranty claim may be made if a defect occurs on products covered by these Warranty Terms due to a material or manufacturing defect. Defects resulting from improper use or normal wear are not covered by the warranty.

2.2 The warranty can only be granted if

- during installation, commissioning, operation, maintenance and repair of the products the specifications, notes, guidelines and conditions in the technical instructions, mounting, handling and operating instructions and other documents (e.g. data sheets, rating plates, product label) of the individual products or components have been observed,
- the product or component has not been modified or amended without written consent by Waldmann,
- the defects are relevant for the value and fitness for use of the products or components,
- the limit values (e.g. ambient temperature, voltage, current, etc.) given in the product/component specifications or relevant standards have not been exceeded,
- the products or components are only exposed to mechanical or chemical stress and load according to the intended purpose,
- the defects do not occur as a result of chemical, electronic, physical or weather-related influences in the course of improper use,
- only original spare parts of Waldmann or spare parts approved by Waldmann are used and
- maintenance and repair work has been carried out exclusively according to the manufacturer's instructions.

2.3 The warranty period is two years from the day of delivery to the Initial Customer or from commissioning and/or acceptance of the lighting system installed by Waldmann; the maximum period, however, is three years from manufacture of the product. The Initial Customer shall prove the date of delivery by means of the de-livery note or the date of commissioning and/or acceptance by means of the acceptance report. Waldmann is entitled to determine the warranty period based on the manufacturing date. The restriction of the statute of limitation for claims for defects as stipulated in the General Terms and Conditions of Sale, Maintenance and Repair to one year remains unaffected.

2.4 Warranty services neither extend nor renew the warranty period.

## 3. Exclusion of Warranty

The following events shall also be excluded from warranty, unless otherwise specified in the product specification for each single case:

- decrease in luminous flux of up to 0.6% / 1000 operating hours,
- product failures (mortality) up to a medium rated failure rate of 0.2% / 1000 operating hours,
- colour tolerances in the colour temperature of LED modules and LED operating devices during commissioning and service life,
- wear parts, in particular exchangeable lamps, batteries, joints, drivers, starters or mechanical wear parts,
- plastic parts, especially those made of PC, that discolour or become brittle due to natural aging and
- settings and/or parameter configurations of light systems that change due to wear or dirt.

## 4. Warranty Claims

4.1 In the event of a warranty claim, Waldmann shall guarantee, at its own discretion, free-of-charge repair, replacement or adequate reduction of the purchase price to the Initial Customer. Further warranty claims shall be excluded.

4.2 In case of purchase price reduction, the purchase price shall be reduced in the proportion in which the value of the item in a defect-free condition is to the actual value of the item; § 441 para. 3 clause 2 of the German Civil Code (BGB) shall apply accordingly. If the Initial Customer has paid more than the reduced purchase price, the overpayment shall be repaid by Waldmann; § 441 para. 4 clause 2 of the German Civil Code (BGB) shall apply accordingly.

4.3 The warranty claims do not cover costs for dismounting, mounting, transport and travel costs as well as storage and transport risks. This applies if the Initial Customer is a consumer.

4.4 In case of a warranty claim, Waldmann reserves the right to deliver a comparable equivalent product or component if the originally delivered product or component is no longer available. In particular, there may be deviating light characteristics (e.g. luminous flux, colour temperature) and modified performance if compared to the originally delivered products for subsequent deliveries of LED products and replacement of LED modules as the state of the art at the time of the warranty claim may have changed due to technical progress.

4.5 Replaced and returned products or components pass into the ownership of Waldmann.

## 5. Invoking the Warranty

5.1 The warranty presupposes that the Initial Customer inspects the delivered products promptly after having received them and in-forms Waldmann promptly in writing about any obvious defects, but at the latest within two weeks after having received the products, and, in case of hidden defects, promptly, but at the latest within two weeks after having detected them.

5.2 Any warranty claim shall be sent in writing to

Herbert Waldmann GmbH & Co. KG  
Service department  
Peter-Henlein-Straße 5  
78056 Villingen-Schwenningen  
or per e-mail to [service@waldmann.com](mailto:service@waldmann.com)

accompanied by the original invoice.

## 6. Closing Provisions

6.1 These Terms are governed by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

6.2 Place of performance for duties arising out of this warranty is the place of business of Waldmann.

6.3 The sole court of jurisdiction for any disputes arising from this warranty contract shall be the registered place of business of Waldmann if the Initial Customer has its headquarters/place of residence in Germany but only if the initial purchaser is a businessman, a corporate body under public law or a special fund governed by public law. This applies if the Initial Customer is a consumer.

## 7. Information acc. to the German Law on Settlement of Disputes with Consumers (VSBG)

We are neither willing nor obliged to participate in dispute settlement proceedings before arbitration boards for customers in the sense of the German Law on Settlement of Disputes with Consumers.

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Rechtsform Kommanditgesellschaft  
Sitz Villingen-Schwenningen  
Registergericht  
Freiburg i.Br. HRA 602616  
Komplementär Waldmann GmbH  
Sitz Villingen-Schwenningen  
Registergericht  
Freiburg i.Br. HRB 602670  
Geschäftsführer Christoph Waldmann,  
Daniel Hug, Thomas Müller

Bank	BIC	IBAN
Postbank Stuttgart	PBNKDEFF	DE93 6001 0070 0061 6017 09
Sparkasse Schwarzwald-Baar	SOLADES1VSS	DE73 6945 0065 0001 3012 17
Volksbank Schwarzwald-Donau-Neckar eG	GENODES1TUT	DE48 6439 0130 0159 3900 01
Volksbank eG Schwarzwald Baar Hegau	GENODE61VS1	DE46 6949 0000 0022 7601 06
Deutsche Bank AG	DEUTDE33HAN	DE78 6947 0039 0043 1932 00
Commerzbank AG	COBADE33XXX	DE80 6944 0007 0140 2528 00
BW Bank	SOLADEST	DE16 6005 0101 0004 800