

---

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

Last updated: 8 January 2020

## 1. Warranty

1.1. Herbert Waldmann GmbH & Co. KG (hereinafter "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 1 January 2016 and commissioned them for the first time (hereinafter "initial customer").

1.3. In case 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 within this warranty period. Further warranty claims shall be excluded.

1.4. With this warranty, Waldmann grants the initial customer further rights beyond contractual or legal claims for defects. The claims for defects arising from the purchase contract between Waldmann and a dealer, on the one hand, and the initial customer, on the other hand, as well as further legal rights of the initial customer shall not be restricted by these Warranty Terms. However, claims for defects of the initial customer against Waldmann or the dealer shall be excluded if and insofar Waldmann renders services based on these Warranty Terms.

## 2. Warranty claim, warranty period and extension

2.1. A warranty claim may be made if products of the brands "Waldmann" or "Derungs" are verifiably defective due to material or manufacturing defects.

2.2. 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 delivery 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.

2.3. Warranty services neither extend nor renew the warranty period.

## 3. Invoking the warranty

3.1. The warranty presupposes that the initial customer inspects the delivered products promptly after having received them and informs 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 30 days after having detected them.

3.2. Any warranty claim shall be sent in writing to

Herbert Waldmann GmbH & Co. KG  
Abteilung Service  
Peter-Henlein-Straße 5  
D-78056 Villingen-Schwenningen  
or by sending an e-mail to [service@waldmann.com](mailto:service@waldmann.com)  
accompanied by the original invoice.

3.3. The warranty claims do not cover costs for dismantling, mounting, transport and travel costs as well as storage and transport risks.

3.4. 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, light colour) and modified

performance if compared to the originally delivered products for subsequent deliveries of LED products and replacement of LED modules because state-of-the-art may have changed due to technical progress until the moment the warranty is claimed.

3.5. Replaced and returned products or components become the ownership of Waldmann.

## 4. Exclusion of warranty

4.1. Warranty shall be excluded if

- during installation, commissioning, operation, maintenance and repair of the products or components, 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 have not been observed;
- the product or component was modified or amended without written consent by Waldmann;
- the defects are irrelevant 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 been exceeded;
- the products or components are exposed to mechanical or chemical stress and load contrary to the intended purpose;
- the defects occur as a result of chemical, electronic, physical or weather-related influences in the course of improper use;
- the defects have been caused by the use of components, equipment, accessories, additional or spare parts that are not original spare parts of Waldmann or that have not been released by Waldmann;
- maintenance and repair has not been carried out exclusively according to the manufacturer's instructions.

4.2. 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 light colour 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, in particular made of PC, that discolour or become brittle due to natural ageing processes and
- settings and/or parameter configurations of light systems that change due to wear or dirt.

## 5. Data protection

The initial customer agrees that Waldmann saves his customer data. Waldmann only uses this data for settling the warranty claim. There is no any further use of the data. This consent may be revoked at any time with future effect by sending an e-mail to [info@waldmann.com](mailto:info@waldmann.com).

## 6. Final 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 exclusive place of jurisdiction for all disputes resulting from the warranty shall be the place of business of Waldmann.
- 6.4. If any provision of these General Warranty Terms is or becomes, in whole or in part, ineffective or unenforceable or in case of any gaps in these General Warranty Terms, the validity

---

of the remaining provisions shall not be affected thereby. Instead of the void or unenforceable provision, a valid or enforceable provision shall be regarded as agreed upon that comes closest to the purpose of the void or unenforceable provision. In case of a gap, an appropriate stipulation shall be regarded as agreed upon which in the spirit of these Warranty Terms corresponds to what would have been agreed.

**7. Information acc. to the German law on settlement of disputes with consumers (VSBG)**

We are neither willing nor obligated to participate in dispute settlement proceedings before arbitration boards for customers in the sense of the German law on settlement of disputes with consumers (Verbraucherstreitbeilegungsgesetz; VSBG).

**Herbert Waldmann GmbH & Co. KG**  
Peter-Henlein-Straße 5  
78056 VILLINGEN-SCHWENNINGEN  
DEUTSCHLAND  
Telefon +49 7720 601 - 0  
Telefon +49 7720 601 - 100 (Vertrieb)  
Telefax +49 7720 601 - 290  
Telefax +49 7720 601 - 374 (Vertrieb)  
USt.-IdNr. DE 217 355 961  
WEEE-Reg-Nr. DE 77596560

**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,  
Markus Wiedmann, Daniel Hug

**Bank**  
Postbank Stuttgart  
Sparkasse Schwarzwald-Baar  
Volksbank Schwarzwald-Donau-Neckar eG  
Volksbank eG Schwarzwald Baar Hegau  
Deutsche Bank AG  
Commerzbank AG  
BW Bank

**BIC**  
PBNKDEFF  
SOLADES1VSS  
GENODES1TUT  
GENODE61VS1  
DEUTDE6F694  
COBADEFFXXX  
SOLADEST

**IBAN**  
DE93600100700061601709  
DE73694500650001301217  
DE48643901300159390001  
DE46694900000022760106  
DE78694700390043193200  
DE80694400070140252800  
DE16600501010004800880