

## **Extended warranty for LED drivers and DIMM boxes**

*(convenience translation)*

FRIWO Gerätebau GmbH, Von-Liebig-Strasse 11, 48346 Ostbevern/Germany (hereinafter referred to as **FRIWO**) manufactures LED drivers and DIMM boxes of high quality. FRIWO is convinced that the functionality and performance of the LED drivers and DIMM boxes meet high standards when properly used. To underline this belief, FRIWO, as a manufacturer for commercial customers, (hereinafter referred to as **Customer**) grants an "extended warranty" in accordance with the following terms and conditions.

### **1. Prerequisite for claims**

#### **1.1 Products**

The "extended warranty" exclusively applies to the following LED drivers and DIMM boxes manufactured by FRIWO (hereinafter referred to as **Product**):

LTUP FW7804, LT10, LT20, LT40, LT60, LT100, LT 40WP, LT40 SQ, LT60SQ, LT60 DPA, DiMMbox, LS12

FRIWO reserves the right to change the Products mentioned without prior notice. Any claims by the Customer related to this "extended warranty" solely address the manufacturer FRIWO.

#### **1.2 Duration**

In terms of time the "extended warranty" solely applies to Products supplied by FRIWO from December 1<sup>st</sup>, 2014, onwards.

#### **1.3 Customers**

The "extended warranty" is solely granted for commercial Customers to whom the Products were initially delivered by FRIWO. The Customer cannot transfer the "extended warranty" to a third party.

#### **1.4 Invoice**

Prerequisite for asserting all claims arising from this "extended warranty" is the presentation of the original invoice with the date of purchase.

### **2. General provisions; Scope of the extended warranty**

**2.1** In accordance with statutory provisions pursuant to §§ 433 et seq. of the German Civil Code (BGB), FRIWO warrants the Customer that the Product is free from material and/or processing faults (defects) under normal usage, installation, operating and maintenance conditions at the time of transfer of risk. If it should be determined nevertheless that the Product has material and/or processing faults (defects) at the time of transfer of risk, the Customer shall be entitled to statutory rights (in particular for subsequent performance, reduction, or compensation) relating to Product defects according to §§ 433 et seq. to the German Civil Code (BGB). In accordance with § 438 German Civil Code (BGB) claims become time-barred within two years after date of delivery. These Customer rights and claims will neither be restricted nor touched by the "extended warranty" during the two-year period of limitation.

**2.2** If FRIWO has closed an individual agreement with the customer or if FRIWO and the customer have by reference incorporated the General Conditions for the Supply of Products and Services of the Electrical and Electronics Industry, issued by the Zentralverband Elektrotechnik- und Elektronikindustrie e.V. (hereafter referred to as ZVEI-AGB), which include deviations from the statutory warranty claims (see subsection 2.1), those rights and claims of the customer from the individual agreement or of ZVEI-AGB will neither be limited nor affected by the "extended warranty" within the applicable limitation period.

**2.3 With the "extended warranty" FRIWO prolongs the limitation period in favour of the Customer to a total period of five (5) years from the date of product risk transfer for the following statutory rights:**

**(a) Supplementary performance, either by remedying the defect or by supplying replacements at FRIWO's option**

**or at FRIWO's option**

**(b) Abatement of purchase price**

Within this extended warranty period, FRIWO grants the Customer after the individually agreed upon (see subsection 2.2) or statutory (see subsection 2.1) limitation period the additionally granted rights (supplementary performance, abatement) in accordance with the terms and conditions of the "extended warranty" after expiration of the statutory limitation period.

Therefore, the following combinations are possible for the customer:

Provided that the statutory 2-year period of limitation for products applies to the customer, FRIWO is obligated to grant the customer within the extended 3-year warranty period and after expiration of the 2-year statutory limitation period the additionally granted rights (supplementary performance, abatement) in accordance with the terms and conditions of this "extended warranty" for another 3 years.

In case the statutory warranty rights for products have been modified by either individual agreement or ZVEI-AGB (i.e. prolongation/reduction of limitation period), FRIWO will grant the Customer, after expiration of the corresponding limitation period, the rights (supplementary performance, abatement) in accordance with the terms and conditions of this "extended warranty" for as long as 5 years max. after the transfer of risk.

Regardless of whether the statutory limitation period or a reduction or prolongation of the limitation period has been agreed by either individual agreement or ZVEI-AGB, it is stressed that this "extended warranty" uniformly refers to a period of five (5) years max. after the transfer of risk.

### **3. Exclusions and limitations of the "extended warranty" / Other provisions**

3.1 This "extended warranty" does not apply to

- (a) misuse, abuse or neglect, accident-related damages as well as vandalism or damage of the Products;
- (b) modification, improper installation or improper use of the Products;
- (c) non-observance of FRIWO's Product instructions;
- (d) damage of the Products by external influence, like, for example, stains or smoke;
  
- (e) damage of the Products caused by salt, chemicals or other agents (for example for cleaning) whose use has not been explicitly approved by FRIWO;
- (f) Product repair or maintenance by unqualified individuals;
- (g) voltage surges caused by power failure, lightning, flood or fire, accidental breakage or other incidents beyond FRIWO's control;
- (h) damages of the Products caused by external influences, including, among others, defective equipment, devices, system components;
- (i) modification, removal, obliteration of Product label;
- (j) force majeure or other occurrences which are beyond FRIWO's control, like, for instance, fire, explosion, lightning, hurricanes or other wind occurrences, water, hail.

3.2 This "extended warranty" generally does not include any costs associated with the installation, removal or reinstalling of the Products or any other charges for Product returns without prior written confirmation by FRIWO.

3.3 The "extended warranty" rights granted are voluntary services of FRIWO. They are the sole and exclusive services offered by FRIWO in accordance with the "extended warranty". Due to this "extended warranty" FRIWO shall not be liable for compensation, in particular FRIWO shall not be liable for any material damages, indirect or consequential damages – for whatever legal reason – including but not limited to loss of use, loss of profit, production stoppage or profit losses, arising directly or indirectly from the sale or use of the Products. The above exclusion of liability does not apply in case of intent or if FRIWO is mandated by law otherwise.

3.4 Replaced Products become the property of FRIWO.

### **4. Assertion of services by the Customer**

4.1 If a Customer believes to have a legitimate claim which falls under this "extended warranty", the claim should be addressed immediately upon detection of a defect to FRIWO in writing by either letter or email to the following addresses:

**FRIWO Gerätebau GmbH  
Von-Liebig-Strasse 11  
48346 Ostbevern  
Email: sales@friwo.de**

For compliance with this deadline, the timely receipt of the Customer's claim by FRIWO is decisive.

4.2 The Customer's claim has to include the following information:

- (a) Customer's name and address
- (b) Presentation of the original invoice with date of purchase
- (c) Associated Product serial number(s) or date code(s) respectively
- (d) Delivery date of Product/Products
- (e) Photographs and/or other claim-related information

4.3 The Customer is obliged to grant FRIWO or a person authorized by FRIWO access to the Products for review and analysis of the alleged defect or any other fault.

#### **5. Severability clause**

Should any term of this "extended warranty" be or become void, invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining terms hereof.

#### **6. Applicable law and language**

This "extended warranty" shall be governed exclusively by the laws of the Federal Republic of Germany, the UN Convention on the International Sale of Goods shall be excluded.

This non-binding English version of the "extended warranty" is a convenience translation of the German original. In case of any conflict between the German and the English version, the German version shall prevail over the English version. The German version will be provided to Customer at any time on request.