

Lamilux Warranties - unless it concerns purchase of consumer products, the following shall apply:

1. Complaints due to obvious defects, shall be asserted in writing to LAMILUX in Rehau without delay at the latest, however, within 10 days after the date of receipt of goods, otherwise, the items delivered are considered accepted. Slight deviations in colour - e.g. due to environmental influences - are not considered as defects. This also applies to minor changes in the surface structure (colour, shape) as well as minor defects in the appearance of the material which do not affect the function of the item.

2. If complaints are submitted properly and within due time and which we have confirmed are justified, we are entitled to the option of either supplementary performance or replacement. If the supplementary performance fails the Customer can demand an appropriate price reduction. If the delivery is based on a purchase contract the right of the purchaser to cancel the contract shall remain unaffected.

3. If after the failure of the supplementary performance the customer chooses to cancel the contract this shall not include claim for damages instead of the fulfilment because of the fault. If after the failure of the supplementary performance he chooses compensation instead of fulfilment the goods shall remain with the Customer if that is acceptable to him. The compensation shall be limited to the difference between the purchase price and the value of the faulty goods. Further claims of the Customer on whatever legal grounds shall be excluded. That shall not apply to injury to person or health or for the loss of the life of the Customer that is attributable to us.

4. For purchase contracts, liability for defects is in principle 1 year from the delivery of the goods. That does not apply if the Customer has not met his obligation for immediate notification for obvious defects. For work performances to a construction and for an object that corresponding to its usual application has been used or will be used for a construction and has caused defectiveness in this, the liability for defects is 2 years.

For all pneumatic, mechanical or electrotechnical/electronic systems or parts thereof where maintenance has an influence on the safety and functionality the limitation period for claims for defects is one year in deviation from Para. 1 if the Customer has decided not to transfer the maintenance to us for the duration of the limitation period.

5. Claims for compensation against us for defects going back to simple negligence shall be excluded.

6. The Customer shall not receive guarantees in the legal sense from us. For all devices that we receive from third parties the factory guarantee of the manufacturer shall apply. The warranty for these parts will be provided by us on request.

7. For the nature of the goods only the product description of the manufacturer shall apply in principle as agreed. Public statements, marketing or advertising of the manufacturer represent no contractual details of the nature of the goods.

8. Improper maintenance or cleaning of our product can lead to the forfeiture of the warranty claims. Therefore we urgently recommend that you take note of our care and maintenance instructions from our website [www.lamilux.de/tbl/pflege.htm](http://www.lamilux.de/tbl/pflege.htm).

9. Abnormal stresses on daylight elements by emissions of e.g. production plants or processes can cause increased wear, malfunctions and damage and cannot be used as a reason for warranty claims.

10. LAMILUXplan: the warranty period for LAMILUXplan products is 2 years.

Deliveries are subject to a 10% deviation from the amount ordered. The Customer is fully responsible for the correct structural arrangement of the products as well as for the practical suitability and applicability, even if we assisted the Customer in the development of the products.