

## 5-year manufacturer's warranty on products from MBN GmbH

MBN GmbH grants a 5-year manufacturer's warranty in accordance with the following regulations and requirements:



MBN GmbH warranties for products that are marked with the adjacent 5-year warranty symbol of MBN GmbH—regardless of the statutory warranty— that these products are free of material and construction or production defects during the selected warranty period beginning 5 years from the invoice date if product/s is/are used as intended.

### What does the warranty require?

The warranty assumes that:

- a product-specific thermal management takes place, i.e., the manufacturer's specifications (in particular the manufacturer's instructions in the data sheet, operating instructions, assembly instructions, product label) for limit values for the ambient temperature and the mains voltage must be followed,
- a product has been properly installed and put into operation, taking into account the manufacturer's specifications (in particular the manufacturer's information in the data sheet, operating instructions, assembly instructions, product label),
- that the product is used as intended in accordance with the respective technical specifications in compliance with applicable law and applicable standards or codes (in particular in accordance with the catalog, data sheet, application guidelines, IEC standards) (intended use),
- no third-party components are used or other modifications are made that differ from the delivery condition,
- product-specific regular maintenance is carried out according to the manufacturer's specifications (in particular catalog, assembly instructions etc.) or the generally recognized procedures and
- the product is not exposed to any mechanical or chemical loads beyond product-specific thermal management and/or intended use, i.e., the product must not come into contact with substances that are known to impair the functionality of the product (alkalis and acids, salt, cleaning agents, etc.) nor should the product be exposed to extreme environmental conditions (desert, cold weather, proximity to the sea, industrial operations). A warranty for such failures requires a prior express and written agreement with MBN GmbH. The text form preserves the written form here.

### What does the warranty cover?

The warranty does not cover any wear and tear or natural aging of products, such as occurs with seals, plastic parts or the like. The warranty is valid for an operating period of a maximum of 5,000 hours/year (= nominal service life or average service life). The warranty only covers product failures that are due to proven material, construction or production defects or those failures that exceed the average nominal failure rate. For switched-mode power supplies, electronic ballasts and LEDs, the average nominal failure rate is 0.2%/1,000 operating hours, provided that the nominal service life and nominal failure rate are not defined differently in the respective manufacturer product and application specifications.

The following are also excluded from the warranty:

- all products that are not marked with the 5-year warranty symbol from MBN GmbH,
- a failure within the nominal failure rate,
- mechanical damage (especially transport damage),
- damage for which the customer is responsible due to user negligence or damage caused by improper use of the product (e.g., damage and soiling due to poor maintenance, damage due to inadequate thermal management or humidity, damage due to excessive mechanical force, etc.),
- a decrease in luminous flux corresponding to the state of the art or such a decrease in the color tolerance of LED modules,
- damage that does not impair the function of the product (e.g., dents, scratches, cracks, damage to the paintwork, decorative features, etc.),
- damage due to power supply conditions, including transient voltage spikes, over/under voltage,
- damage due to force majeure,
- product failures that have already been remedied as part of the warranty through replacement, repair or reduction in price,
- indirect damage in connection with the rectification of defects (e.g., dismantling/reassembly of products, travel expenses, crane/scaffolding, lost profit/downtime); these costs are to be borne by the buyer. In addition, any liability for damages is excluded, in particular liability for consequential damage.

In addition, all other causes of damage beyond the control of MBN GmbH are excluded.

### How are warranty cases processed?

Warranty cases are processed by the respective authorized sales partner in the country in which the defective product was first purchased and put into operation.

Warranty claims must be made within one month (equivalent to 30 calendar days) after the defect has been discovered and must be submitted in text form or using our RMA procedure for complaints (more on this at <https://www.proled.com/en/support-download/rma/>). When registering a warranty claim, the invoice number and/or order number for that particular purchase as well as the product name or article number of the defective product must be provided. We also need suitable evidence from you of the defect that has occurred (photos, detailed description of the problem, time the defect occurred).

If, after examining warranty case we find that the case meets our warranty conditions, then resolution is at the discretion of MBN GmbH—the defective product may be replaced or repaired free of charge or the customer may be offered a price reduction. This may result in product changes to be accepted due to technical progress and reasonable deviations (e.g., design).

### For which area can I make use of the warranty?

This warranty applies worldwide with the exception of Canada and the United States of America.

This warranty applies to all lights sold under the PROLED or UNIBRIGHT brands beginning with the date of purchase on March 1, 2020, including permanently installed ballasts or operating devices or components (LED modules, drivers, power supply units, transformers, etc.) and an invoice from an authorized sales partner dated March 1, 2020.

This warranty does not include custom-made products and reduced goods (discontinued products, discontinued list), rechargeable batteries and batteries that can be ordered separately, products for outdoor use (outdoor products) or any products that do not bear the 5-year symbol for warranty provisions in the manufacturer's information, data sheet and/or catalog information.

The warranty does not affect the statutory claims for defects (especially warranty rights according to § 437 German Civil Code). This means that the buyer can assert his statutory claims for defects regardless of whether there is a warranty claim or the warranty is being utilized.

Our general terms and conditions and our RMA procedure for complaints also apply ([rma@proled.com](mailto:rma@proled.com); more on this at <https://www.proled.com/en/support-download/rma/>).

### What else should I consider?

Warranty services do not extend the warranty period, nor do they initiate a new warranty period. The warranty period for installed spare parts ends with the warranty period for the entire product.

MBN GmbH reserves the right to make a final decision regarding the validity of a warranty claim.

These warranty provisions replace all other implied or express warranty promises made by MBN GmbH.

German law applies exclusively to the legal relationship in connection with the warranty, excluding international private law and the UN sales law. The exclusive place of jurisdiction is Augsburg, as far as legally permissible.