

Warranty for MEISTERWERKE lights, transformers, remote control receivers and handsets

I. Warranty cover: MeisterWerke Schulte GmbH, Johannes-Schulte-Allee 5, 59602 Rütten-Meiste, provides a warranty, over and beyond statutory rights under § 437 of the German Civil Code (replacement, cancellation of contract, reduction of purchase price and compensation) under the following warranty conditions. The aforementioned statutory rights, the use of which is free, are not restricted by this warranty. Provided the product is properly used as intended, MEISTERWERKE warrants the operability of the lights, transformers, remote control receivers and handsets. The warranty does not cover damage caused by incorrect handling and inappropriate use, especially the use of non-prescribed light bulbs as well as colour changes caused by light. Also excluded is damage due to incorrect installation in unsuitable materials as well as damage due to a failure to observe minimum distances from surfaces and objects. The warranty is valid exclusively for products sold as perfect. Special warranty conditions apply for the USA and Canada. This warranty does not apply in said regions.

II. Warranty period: The warranty period is in accordance with the warranty time stated for each individual product, after the appropriate date of purchase respectively.

III. Warranty conditions: The lighting components must have been fitted in the permitted areas of use according to the sales conditions and the instructions supplied with the product, especially according to DIN VDE 0100. In particular, the instructions relating to the nature of the substructure and the notes on installation in humid rooms must have been observed. Furthermore it should be noted that the lighting components may only be installed in materials approved for the mm symbol. The warranty does not apply to wear of light bulbs.

IV. Reporting a warranty claim: Any complaint must be made in text form to MEISTERWERKE (e.g. as a letter sent via the postal system, a fax, or an e-mail), enclosing a copy of the original invoice from the specialist retailer, which serves as a certificate of warranty. If it is not possible to present the original specialist retailer's invoice, any claim under the warranty is excluded. Once the claim is received by MEISTERWERKE, it must notify the customer within four weeks whether a warranty claim has been acknowledged. If no notification is given within this period, the warranty claim is deemed to have been rejected. During this period, MEISTERWERKE or a third party employed by them must be granted access to the lighting components which are the subject of the complaint on site in order to investigate whether the claim is justified.

V. Scope of the warranty: When a warranty claim is acknowledged, MEISTERWERKE will repair the defective light component or alternatively provide replacement material of the same quality - if at all possible from the same range - for the entire contiguous area in which the problem has occurred. The provisions in accordance with § 439 (2), (3), (5) and (6) sentence 2 and § 475 (5) of the German Civil Code shall apply to this claim.

VI. Limitation of warranty: The warranty period is not extended by a warranty claim. Claims under the warranty expire six months from the date of MEISTERWERKE's receipt of the customer's written complaint (see IV.), but no earlier than the expiry of the warranty period.

VII. Choice of law: This warranty is subject to German law, to the exclusion of the United Nations Treaty governing contracts for the international sale of goods. However, this does not affect the legal provisions regarding the limitation of the choice of law; in particular and in accordance with Art. 6 (2) of EC Regulation (EC) No. 593/2008 (the "Rome I Regulation"), the beneficiary of the warranty can, irrespective of the choice of law and in accordance with Section 1, invoke the mandatory protection of the law that would apply in the absence of this choice of law.