



WARRANTY TERMS

BILTON LEDON Technology GmbH
FN 351688p
Gewerbepark Harham 2
5760 Saalfelden / Österreich
+43 6582 71164 - 00
+43 6582 71164 - 999
office@bltechnology.at
ATU 66039501

November 2024

1) VOLUNTARY GUARANTEE

- a) We grant a voluntary product warranty of 5 years on the products listed below, unless the product-specific documentation states a different duration :
 - i) BL ONE - LED strips from our own production
 - ii) BL Air - manufactured with LED strips from our own production
 - iii) BL XLINE and assemblies with LED strips from our own production
 - iv) LED Luminaire
- b) We grant a voluntary product warranty of 3 years on the products listed below, unless the product-specific documentation states a different duration :
 - i) BL COR - LED strips from other manufacturers
 - ii) BL Air and BL Neon - with LED strips from other manufacturers
 - iii) BL XLINE and assemblies with LED strips from other manufacturers
 - iv) LED luminaire, if specified on the product data sheet

2) WARRANTY CONDITIONS

The warranty period begins on the day on which the product is originally delivered to the warranty holder.

3) FAILURE RATES

The nominal failure rates are defined in the respective technical data sheets. In the absence of a product-specific definition, these are 0.2 % per 1,000 operating hours for electronic control gear and components (LED) and 0.6 % per 1,000 operating hours for LED modules in the event of a drop in luminous flux. Depending on the product group, the electrical and photometric measurements may have a tolerance value of +/- 10-15 %.

4) PREREQUISITES FOR UTILISATION

Warranties are processed by BILTON LEDON Technology in Austria.

After the occurrence of a warranty claim, BILTON LEDON Technology must be notified immediately in writing. BILTON LEDON Technology reserves the right to check the justification of the claims asserted by the warranty holder on site. The warranty holder must prove that the products are used in accordance with the product and application specifications provided by BILTON LEDON Technology in accordance with the respective data sheet and have been professionally installed and put into operation by qualified personnel in accordance with the installation instructions enclosed with the respective product. When using the products, it must be ensured that no limit values for temperatures and voltages are exceeded and that no (non-intended) mechanical loads are present. BILTON LEDON Technology will not honour the warranty if the warranty holder or third parties have made changes or repairs to products without the prior written consent of BILTON LEDON Technology.

The following process must be adhered to as part of complaints and returns management:

Fill out the BL RMA form online: <https://forms.office.com/e/75uN2QFCZy>

After receipt of the RMA number by BILTON LEDON Technology, the product can be dispatched

Return delivery: Send the product in question including the RMA number to the following address: BILTON LEDON Technology GmbH // Gewerbestraße 2, 5760 Saalfelden, AUSTRIA.

5) GUARANTEE POLICY

In the event of a warranty claim in accordance with point 1, the warranty holder is entitled to free replacement of the defective products by BILTON LEDON Technology if the conditions set out in point 4 are met. The replacement products provided by BILTON LEDON Technology may also contain recycled materials which, however, do not affect the product parameters, performance and reliability. BILTON LEDON Technology reserves the right to supply an alternative product in place of the originally defective product due to production-related changes or technical developments. It is ensured that the replacement product is equivalent in terms of dimensions, design and function. There is no entitlement to delivery of the identical product. Due to production-related product changes or product changes due to technical development, the replacement product may differ slightly from the originally purchased product in terms of dimensions and design. BILTON LEDON Technology has the right, at its discretion and at its own discretion, instead of replacing the defective product free of charge, either to improve the originally purchased product or to make an advance payment to the warranty holder in the amount of the purchase price paid by the warranty holder to BILTON LEDON Technology at the time.

6) ARE EXCLUDED FROM THE WARRANTY:

1. All ancillary costs associated with the warranty service, such as costs for installation and removal including costs for necessary lifting equipment / scaffolding, transport costs for both the defective and the replaced/improved product, costs for the disposal of the defective product, travel costs and costs for lost time ;
2. Wear parts, such as computers and servers that contain either hard discs or mechanical wear parts, as well as software errors, bugs or viruses ;
3. Changes to settings/parameterisations on systems resulting from wear, fatigue or soiling .

7) WARRANTY END

The warranty expires either upon expiry of the period in accordance with point 1, after the warranty has been honoured or immediately if the product is tampered with by a third party. This warranty does not apply to product replacements or improvements carried out by BILTON LEDON Technology as part of the warranty services provided. The warranty period is neither extended nor renewed if the product is repaired or replaced by BILTON LEDON Technology or subsequently sold.

8) LIABILITY OF BILTON LEDON TECHNOLOGY

The services to be provided by BILTON LEDON Technology under this warranty are conclusively regulated in this agreement. Claims of the warranty holder on the basis of the purchase contract concluded with BILTON LEDON Technology or on the basis of mandatory statutory provisions shall remain unaffected by this, but shall not be extended by this warranty. Claims for damages of any kind, regardless of the legal basis on which they are derived, can only be asserted in the event of intent or gross negligence on the part of BILTON LEDON Technology. The existence of intent or gross negligence must be proven by the warranty holder. BILTON LEDON Technology is not liable for damage that has not occurred to products covered by the system warranty, in particular BILTON LEDON Technology assumes no liability for loss of profit or other financial losses. This warranty replaces all previous warranty documents.

9) APPLICABLE LAW/PLACE OF FULFILMENT/JURISDICTION

This guarantee agreement is subject to Austrian substantive law to the exclusion of the conflict of laws rules of private international law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded. The place of fulfilment is the registered office of BILTON LEDON Technology. All disputes arising from this warranty agreement, including the question of its valid conclusion and the preliminary and subsequent effects, shall be decided exclusively by the competent court at the registered office of BILTON LEDON Technology.