

Our Warranty

The SLV brand stands for quality and service

We, SLV GmbH, Daimlerstraße 21-23, 52531 Übach-Palenberg (hereinafter “SLV”) stand by this by granting a

5-year Manufacturer Warranty on SLV Lamps

on the following terms:

We grant warranty to you, independently from statutory guarantee provisions, that our lamps are free from any faults in material, design, or production during the warranty period of 5 years from the invoice date, when used as intended.

Scope

This warranty applies worldwide, North America excluded, to all lamps, which are sold from the 2018 portfolio and later years under the SLV brand and with invoice dates after 05/05/2018.

Statutory warranty claims, in particular warranty rights in accordance with Sec. 437 BGB [German Civil Code] will of course remain unaffected from this. The buyer is in any case entitled to enforce statutory warranty rights free of charge and without limitations, notably regardless if a warranty case is present or whether the warranty is claimed.

In addition, our General Terms of Sale apply in their respectively valid version, including our returns policies, which can be accessed in the service/download area of our website at www.slv.de.

Scope of warranty

The warranty requires proof that

1. The product has been installed and used as intended according to the enclosed installation instructions;
2. The product is being used in accordance with the applicable technical specifications, in compliance with the law and applicable standards or codices (in particular, according to the datasheet, application guidelines, IEC standards (intended use));
3. The limit values for ambient temperature and mains voltage according to the product and application specifications (datasheet) are neither exceeded nor fallen below;
4. No modifications (e.g., replacement by third-party components) are made. Updates and expansion of functions may only be implemented by SLV;
5. Regular maintenance and cleaning is performed on the product according to SLV requirements (assembly instructions) or the generally accepted methods;

6. The product is not exposed to mechanical or chemical loads outside of the specifications. In particular, the product must not come into contact with substances with characteristics that are generally known to be suitable to impair the functionality (e.g., cleaning agents, lye and acids, de-icing salt, etc.), nor must the product be exposed to extreme ambient conditions (e.g., effects from sea and desert weather or conditions prevalent in industrial or animal breeding enterprises).

The warranty exclusively covers product failures that are caused by verifiable material, design or production faults and failure frequencies exceeding the average nominal failure rate. For electronic operating devices or components such as EVG and LED modules, the average nominal failure rate is 0.2%/1,000 operating hours, unless the nominal lifetime and nominal failure rate are defined otherwise in the respective product and application specifications. A failure within the range of the nominal failure rate is not covered by the warranty to this extent.

A certain luminous flux reduction (0.6%/1,000 operating hours) is the state of the art and therefore likewise not covered by the warranty. The same applies to the colour tolerance of LED modules.

In case of back deliveries, deviations can occur in the light characteristics compared to the original products due to technical progress, changes in the luminous flux due to use, and the light colour of products. These deviations are likewise not covered by the warranty.

Luminaires must be replaced immediately at the end of their lifetime.

Exclusions

The following are excluded from the warranty:

1. Special designs, components, and accessories such as rechargeable and single-use batteries, software and merchandise that SLV distributes under a third-party name;
2. Damages that do not impair the functionality of the product, e.g., scratches, cracks, dents, blisters, paintwork, decorative equipment, etc.;
3. Mechanical damages such as transport damages;
4. Damages caused due to any use of the lamp not according to specifications or due to improper use, e.g., damages and soiling in result of deficient maintenance/cleaning, damages due to over/undervoltage or moisture, damages in result of exerted mechanical force;
5. Damages caused by retrospective product modifications (e.g.: installation of backup lighting components, replacement of series transformers,...);
6. Damages due to the conditions in the power supply, including temporary voltage peaks, over/undervoltage;
7. Damages due to software errors, bugs, viruses or similar;
8. Damages in result of force majeure;
9. Components and parts that are subject to wear and tear or natural aging, e.g., sealing,

plastic parts, connection lines, etc.;

10. Costs and damages if no defect can be found on the product;
11. Indirect damages that arise in connection with the repair of the defect (e.g., disassembly and reassembly of the lamps, travel costs, lifting equipment, scaffolds, lost profit, costs for the interruption of business); these costs must be borne by the customers themselves. Furthermore, any liability for damage compensation is excluded, in particular liability for consequential damages.

Moreover, all further causes of damage not mentioned herein, which are outside of our control or which constitute fault of the user, are excluded.

Processing

Warranty claims must be reported within 30 days from discovery of the defect via our designated online portal at our website www.slv.de or in text form to SLV or to a distribution company of the SLV Group, enclosing a copy of the relevant invoice, and proof of the occurred defect (information on the defective product, detailed problem description, time of the failure, photo of the defective product if applicable).

If, after testing the product for warranty claims, it should become evident that a warranty case is present, it will be at SLV's discretion to repair the defective product or replace it by an equivalent product free of charge. Deviations from the original product due to technical progress and reasonable deviations in terms of design and properties are reserved.

Final provisions

This warranty does not apply to product failures that have been rectified previously under the warranty by replacement, repair or price reduction.

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

Warranty claims effect neither an extension of the warranty period nor the start of a new warranty period. The warranty period for installed replacement parts will end at the same time as the warranty period for the complete product.

The warranties granted under these Terms of Warranty are the sole warranties granted by SLV with regard to SLV lamps and replace all other explicit or implicit warranties in this regard.

Exclusively German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods applies to the legal relationship with regard to the warranty. The place of exclusively jurisdiction is the place of registration of SLV GmbH.

If you have any questions about our warranty services, we are of course available to you at any time at:

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