WARRANTY

# Standard Warranty Terms

for AVA TECH LED luminaires and lighting devices

| 5 years | WARRANTY PERIOD | Version of 29.09.2026 |
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## 01 GENERAL PROVISIONS

**1.1.** These Standard Warranty Terms (the “Warranty Terms”) set out the warranty conditions for professional LED luminaires and other lighting devices for indoor and outdoor lighting manufactured and sold by AVA TECH GmbH (the “Products”).

**1.2.** The right to warranty service is granted to the original purchaser of the Products (the “Buyer”) who purchased them from AVA TECH GmbH, unless expressly provided otherwise in a contract, specification or other written document.

**1.3.** These Warranty Terms apply to the Products provided that the rules for installation, connection, operation and maintenance set out in the technical documentation for the respective Products are observed.

**1.4.** These Warranty Terms apply to the extent that they do not contradict mandatory requirements of applicable law.

**1.5.** For the purposes of these Warranty Terms, a “Defect” or “Defective Product” means a defect in material or workmanship as a result of which the Product does not perform in accordance with the technical characteristics and specifications established by AVA TECH GmbH for the respective model or type of Product.

## 02 WARRANTY PERIOD AND SCOPE OF WARRANTY

**2.1.** AVA TECH GmbH provides a warranty of five (5) years on LED luminaires and lighting devices manufactured and sold by AVA TECH GmbH.

**2.2.** The warranty period starts on the date of delivery of the Products to the Buyer as stated in the delivery note, acceptance certificate or other document confirming the delivery of the Products. If the installation and/or commissioning of the Products is carried out by AVA TECH GmbH and the contract specifies a different start of the warranty period, the warranty period starts on the date specified in such contract or the relevant certificate.

**2.3.** During the warranty period, AVA TECH GmbH warrants that the Products are free from defects in materials and workmanship, provided that they are used properly.

**2.4.** A separate warranty period may apply to certain components of the Products, in particular batteries, emergency power units, control system elements and other third-party components, if this is expressly stated in the technical documentation, specification, contract or other written document accompanying the sale of the Products.

**2.5.** Natural changes in luminous flux, colour characteristics or other parameters of LED components within the permissible values established by the technical documentation for the respective Products are not considered a Defect.

## 03 WARRANTY CLAIM PROCEDURE

**3.1.** If a possible Defect is detected, the Buyer must notify AVA TECH GmbH in writing before the end of the warranty period and no later than thirty (30) calendar days after the date on which such Defect was detected.

**3.2.** For a warranty claim to be considered, the Buyer must keep the document confirming the purchase of the Products and provide it upon request.

**3.3.** A warranty claim must contain at least:

- the name, model and article number of the Product;
- a description of the detected or possible Defect, the number and, if possible, the percentage of failures, and the error code, if applicable;
- the date of the purchase document and the date of receipt of the Products;
- the place and conditions of operation, the actual number of operating hours and the number of on/off cycles, if such information is available.

**3.4.** AVA TECH GmbH may request additional information, photos or documents, or provide instructions necessary to examine the causes of the malfunction and to confirm the warranty case.

**3.5.** AVA TECH GmbH may require the Defective Product or its individual parts to be provided for diagnostics and for determining the causes of the malfunction. Submitting a warranty claim does not in itself mean that the case is recognised as a warranty case until the relevant examination has been completed.

## 04 AVA TECH WARRANTY OBLIGATIONS

**4.1.** If it is confirmed during the warranty period that the Product has a Defect in material or workmanship, AVA TECH GmbH will, at its own discretion, repair or replace the Defective Product.

**4.2.** The method of fulfilling the warranty obligation is determined by AVA TECH GmbH after examining the Product, the nature of the Defect and its causes, unless otherwise provided by mandatory legal provisions or separate written agreements with the Buyer.

**4.3.** The warranty covers only Defects arising from causes related to the materials or workmanship of the Products.

**4.4.** If an identical Product or component is not available, AVA TECH GmbH may use a compatible Product or component for repair or replacement whose technical and functional characteristics are not lower than those of the Product or component being replaced.

**4.5.** The warranty period for a repaired or replaced Product or its parts is determined in accordance with the legal requirements applicable to the respective Buyer and/or the terms of the contract with the Buyer.

**4.6.** Unless expressly provided otherwise by mandatory legal provisions, a contract or a separate written agreement of the parties, the warranty obligations of AVA TECH GmbH cover the repair or replacement of the Defective Product. Costs of dismantling, reinstallation, special access equipment, site visits, transport and other related work or services are not automatically included in the warranty service and, if necessary, are agreed separately by the parties.

## 05 EXCLUSIONS FROM THE WARRANTY

AVA TECH GmbH shall have no warranty obligations if it is established that the Defect or damage was caused, in whole or in part, by any of the following:

**5.1.** force majeure or other events beyond the reasonable control of AVA TECH GmbH, in particular natural disasters, fires, floods, lightning, extreme weather conditions, military actions, acts of terrorism, civil unrest, sabotage, vandalism, accidents, power failures or interruptions, cyberattacks, as well as failure to perform obligations by suppliers or other third parties on whom the provision of the respective services depends;

**5.2.** improper power supply conditions, including voltage surges, overvoltage or undervoltage, transient interference or other mains parameters outside the characteristics established for the Products or by the relevant power supply standards;

**5.3.** incorrect connection, installation, commissioning, change of settings or maintenance of the Products or related electrical components, in particular drivers, if such actions were carried out in breach of the technical documentation of AVA TECH GmbH;

**5.4.** use of the Products for purposes other than intended or under conditions for which they were not designed or intended;

**5.5.** exposure to aggressive environments, excessive wear, negligence, carelessness, accident, mechanical damage, incorrect, improper or abnormal use of the Products;

**5.6.** attempts to repair, rework, change the design of or modify the Products without the prior written consent of AVA TECH GmbH;

**5.7.** minor cosmetic changes or surface damage that occurred during operation, do not affect the functionality of the Products and are not the result of a manufacturing defect;

**5.8.** operation of the Products outside the permissible values of temperature, humidity, IP protection rating, dust level, exposure to water, chemicals or other environmental parameters specified in the technical documentation for the respective Products;

**5.9.** removal, damage or alteration of the factory marking, label, serial number or other identifier of the Products, if such marking is provided for the respective Products and its absence makes reliable identification impossible.

## 06 LIMITATION OF LIABILITY

**6.1.** Within the scope of this warranty, the liability of AVA TECH GmbH is limited to the fulfilment of the warranty obligations set out in Section 4 of these Warranty Terms, unless expressly provided otherwise by applicable law or a written agreement of the parties.

**6.2.** To the extent permitted by law, AVA TECH GmbH shall not be liable for indirect, incidental or consequential damages related to the use or inability to use the Products, including loss of use, loss of profit or other economic losses.

**6.3.** Information on the expected service life, technical characteristics or operating parameters of the Products does not change the scope of this warranty, unless expressly agreed otherwise by AVA TECH GmbH in writing.

## 07 FINAL PROVISIONS

**7.1.** These Warranty Terms constitute the standard warranty terms of AVA TECH GmbH for the Products. Special warranty terms may be established for individual Products, projects, contracts or specifications.

**7.2.** If special warranty terms agreed by the parties in a contract, specification or other written document differ from these Warranty Terms, the respective special terms shall prevail to the extent of such differences.

**7.3.** AVA TECH GmbH may amend these Warranty Terms. The new version applies to orders placed after the date on which it enters into force, unless stated otherwise.

**7.4.** Warranty claims shall be submitted in writing using the official contact details of AVA TECH GmbH as stated on the company website, in the contract, invoice or other document accompanying the sale of the Products.

**WARRANTY CLAIMS**

Please submit in writing: info@ava-tech.de · +49 6131 3277606 · ava-tech.de