

# Manufacturers guarantee conditions



HEP GmbH, Ramsloh 10, 58579 Schalksmühle, member of HEP Group, grants the following manufacturer's guarantee on HEP products:

In accordance with the detailed conditions and descriptions herein, HEP guarantees that, during the guarantee period stated inside the data sheet from the date of manufacturing, those HEP branded products sold by authorized merchants shall be free of material and manufacturing defects when used as intended.

The guarantee applies exclusively upon condition that:

1. The products are used in conformity with the stated product and usage specifications
2. The guarantee covers the professionally installed and commissioned HEP products, if they have been operated in accordance with all HEP specifications and applicable IEC regulations.
3. The acceptable limits for temperatures and voltages according to the relevant technical or product-specific standards indicated are not exceeded.
4. The product is not exposed to any unintended mechanical and/or chemical stress and/or other harmful environmental influence.

The guarantee covers product failures that are caused by proven material, design or manufacturing flaws and that exceed the mean nominal failure rate. The mean nominal failure rate is 0.2 %/1,000 hours of operation, unless the failure rates are otherwise defined in the product and usage specifications. The customer shall not make any claims under this manufacturer's guarantee without written agreement. In order to solve the final customer guarantee, all related companies need to proof their correct action by at least:

- name and/or type number of the product and incorporating product
- as detailed as possible description of failure or defect (details of application, forward voltage, used current, location, actual burning hours and number of switching cycles)
- the number and percentage of failures.
- the batch number(s)
- proof of purchase, proof of installation, in doubts proof of ambient conditions if necessary
- this requires the return of the failed product for failure analysis

promptly and no later than thirty (30) days after discovery. HEP reserves the right to inspect the project.

For every HEP product that demonstrably fails, proven as above mentioned, HEP will decide to provide a free-of-charge (equivalent) product, repair the product, offer price reduction, or issue a credit note. HEP shall have no obligations under this warranty, if the customer does not fulfill his payment obligations under the general terms and conditions.

If the guarantee has been fulfilled by above mentioned tasks, the guarantee period is not reset.

All replacement products or parts may contain new or recycled materials whose performance and reliability are equivalent to new products or parts. The dimensions and design of the replacement product may deviate from the original product. The functionality of all replacement products or parts is equivalent to the replaced product.

The guarantee shall not apply to:

1. Any Force Majeure events.
2. Possible additional costs arising in connection with the corrective actions of defects, such as but not limited to: installation and removal, transport of the defective and repaired or new product, disposal, travel and transit time, lifting equipment, scaffolds; these costs are borne by the buyer.
3. Wear parts.
4. Accessories, such as cables, covers and the like.
5. Plastic parts insofar they become discolored or brittle due to the natural ageing process.
6. Products that HEP sells as merchandise under third-party labels.
7. Settings or parameter settings on equipment that change based on wear and tear, fatigue or soiling.
8. Product defects that are attributable to software errors, bugs, viruses or the like.
9. Services that are needed from time to time, such as recommissioning, software updates, etc.

This guarantee does not apply for any product that has been repaired, altered or modified by anyone after shipment without written consent.

Warranty claims granted by law remain unaffected by this guarantee and shall remain valid concurrently and independent of this guarantee.

We shall be liable for the provision of warranty services, irrespective of the legal grounds, exclusively in accordance with our General Conditions of Sale and Delivery in the actual existing version at the time the guarantee is granted, no matter in written attached to the invoice, downloadable from the internet or the like.

This guarantee is subject to German law, in exclusion of the provisions of the UN Convention on Contracts for the International Sale of Goods (CISG). The judicial venue for all disputes arising under this guarantee is Schalksmühle, Germany.