

# Warranty conditions

For our Paco Home products, eRocket GmbH, Dürener Strasse 340, 52249 Eschweiler, Germany, grants a

## **manufacturer's warranty of five years,**

which shall apply independently of the statutory warranty. We guarantee that our products are free of material, design and production defects during this warranty period from the date of invoice and when used as intended. This manufacturer's warranty shall hereinafter be referred to as the "**Warranty**".

### Scope

This warranty covers all lamps and lampshades (regardless of whether they are made of textile, metal or glass) of the Paco Home brand.

Our LED light sources, our home textiles (e.g. carpets) as well as operating equipment that is not permanently installed and merchandise that is sold under other names are excluded from this warranty.

The warranty is valid in the EU as well as Norway, Switzerland, Liechtenstein and the UK.

The statutory warranty rights shall also remain unaffected by these warranty provisions.

### Scope of warranty

eRocket GmbH reserves the right to repair defective products, to deliver a replacement product or to refund the purchase price of the product in the event of a warranty claim.

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The necessary assessment of the product can be carried out following consultation with the customer either on-site (by a technician of eRocket GmbH or an appointed local tradesman) or at the eRocket GmbH factory. The decision as to where the assessment takes place is made by the customer service staff of eRocket GmbH.

The costs that arise in the event of a warranty claim shall be borne by eRocket GmbH, including the costs incurred for replacement parts, labour costs and any possible shipping costs. This does not, however, include incidental expenses arising in connection with the rectification of the defect (e.g. dismantling and reassembly of the products, travel expenses, lifting equipment, scaffolding, etc.) as well as consequential damages (such as material damage or financial losses) caused by the defective product.

Should eRocket GmbH decide to refund the purchase price and this decision is confirmed to the customer in writing, the customer is obliged to return the defective product to eRocket GmbH upon request. eRocket GmbH is in turn obliged to reimburse the customer for the purchase price.

In case of replacement, the defective product is replaced by a non-defective product of the same type. However, if the product is no longer being manufactured at the time of the complaint, eRocket GmbH has the right to deliver a similar product.

As a result of the ageing process, it cannot be guaranteed that replaced or repaired products will fully integrate into the existing installation in terms of surface finish and/or photometric properties (e.g. light colour, luminous flux, colour rendering, etc.).

## Warranty conditions

The warranty is only valid if all of the following conditions are verifiably met:

- The product has been professionally installed and commissioned (by a specialist) under the technical specifications provided by eRocket GmbH (intended use) and the use of the accompanying installation instructions.
- The installation and commissioning have been carried out in compliance with the applicable laws, regulations and codes.
- The product has not been operated outside the limit values (such as mains voltage, frequency, ambient temperature, etc.) specified by eRocket GmbH in the product documentation (e.g. assembly instructions, data sheet, type plates, etc.).
- No modifications of any kind have been made to the product that deviate from the delivery condition. However, modifications that have been carried out by a specialist under the instructions of eRocket GmbH are excluded from this condition.
- Regular maintenance and cleaning of the product has been carried out in accordance with the specifications of eRocket GmbH (accompanying assembly instructions).
- The product has not been exposed to any mechanical or chemical loads that are not in line with the intended use and which are generally known to impair the functionality of the lamp (e.g. vandalism, aggressive cleaning agents, extreme environmental conditions, such as sea or desert influences, etc.).

## Warranty exclusions

The following are excluded from this warranty:

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- Damages that have no effect on the functionality of the product (such as scratches, cracks, dents, etc.).
- Transport damages of any kind.
- Declines in luminous flux and colour shifts of LED modules caused by ageing (state of the art).
- Deviations in luminous flux and power within  $\pm 10\%$  (tolerance) for new LED products.
- Damages caused by incorrect or improper use (e.g. insufficient maintenance or cleaning, operation outside the parameters specified in the product specifications, etc.).
- Failure of wearing parts (e.g. seals) and fragile parts (e.g. glass and lamps) that fail as a result of breakage or external mechanical influences.
- Damages caused by force majeure or natural disasters (e.g. fires, frost damage, flooding, etc.).
- Damages rectified within the scope of the warranty, which have been remedied by replacement, repair or price reduction.

## Processing

Once the warranty period has expired, the customer must report any warranty claims within 30 days of discovering defects, insofar as this occurs within the warranty period.

It is up to the customer to prove that the warranty period has not been exceeded (presentation of the invoice or delivery receipt). If the customer is unable to provide any proof at all, eRocket GmbH is entitled to accept the date of manufacture instead of the invoice date.

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### Concluding provision

Warranty services rendered shall neither extend the warranty period nor cause the warranty entitlement to start all over again. The warranty periods of components that have been replaced under warranty shall end with the warranty claim for the complete product.

The place of jurisdiction for all disputes resulting from this warranty is Aachen.

Should you have any questions regarding our warranty conditions, then please do not hesitate to contact us using the following contact details:

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