

GUARANTEE CONDITIONS OF JOSEF BARTHELME GMBH & CO. KG

We offer a product guarantee of up to 5 years on BARTHELME LED SOLUTIONS products purchased from Josef Barthelme GmbH & Co KG (from the date of the delivery note) subject to the conditions listed below.

1. The guarantee granted applies exclusively on condition that the products are used in accordance with the given product and application specifications (data sheet and product standards) and are installed and commissioned professionally (in accordance with the installation instructions enclosed with the product). The product must not be subjected to any mechanical loads that are not in accordance with its intended use. Furthermore, it must not come into contact with substances (e.g. sulfur, acids, greases) whose properties, according to general knowledge, are likely to impair the functionality of the LED luminaires, nor must it exceed or fall below the permissible limit values for ambient temperatures and voltages in accordance with the product and application specifications (data sheet). A guarantee for failures caused by extreme environmental conditions, e.g. sea or desert influences, requires prior written agreement with the manufacturer.
2. The guarantee only covers product failures caused by material, design or production defects proven by the guarantee claimant, as well as failure rates exceeding the nominal failure rate. For electronic operating devices or components, such as LEDs, the rated failure rate is 0.2%/1000 hours of operation, unless the rated life and rated failure rate of a device or component are otherwise defined in the product and application specifications (data sheet).
3. If, during the guarantee period, we are notified of a guarantee claim on one of our products covered by the manufacturer's guarantee and are provided with the relevant proof (proof of purchase), we are entitled to either repair or replace the product at one of our locations or issue a corresponding credit note.
4. This manufacturer's guarantee is a replacement or spare parts guarantee. Any replacement products or parts may contain new or recycled materials that are equivalent to new products or parts in terms of reliability and performance. „Recycled materials“ are used parts or products that have been reconditioned, i.e., are not new. After reconditioning or repair, their condition is equivalent to that of a new product or part in terms of performance and reliability. We guarantee, in accordance with the above clauses 1 and 2, that replacement products or parts will be free from material defects or manufacturing defects for the remainder of the original guarantee period for the products they replace or into which they are installed. The replacement product may deviate to a reasonable extent from the original product in terms of dimensions and design.
5. Barthelme reserves the right to decide on the legitimacy of warranty claims itself. This requires a return of the failed product for analysis purposes.
6. The guarantee period begins on the date of delivery to the customer. In the area of electrical wholesaling, upon delivery to the customers of the electrical wholesaler, against proof of the delivery bill. This must be submitted to Barthelme independently when registering a guarantee claim.
7. The guarantee claimant is obligated to independently inform Barthelme of which other components and parts (e.g. power supply units, control units) were used for the installation when filing the guarantee claim.
8. This guarantee does not cover any of the following:
 - Damage or defects caused by use, operation or treatment of the product other than the specified use.
 - Damage related to force majeure.
 - All changes common to light emitting diodes, such as loss of brightness up to a value of 0.6%/1000 hours of operation or change of parameters, electrical properties and color emittance of LEDs and changes in the color scheme, caused by a lifetime use of the product, are in accordance with the state of the art.
 - Complaints due to changes in color or decrease in luminous flux over the product lifetime are excluded.
 - The failure of a single LED chip is not considered a defect and is hereby expressly excluded from the warranty.
 - Damage to or alteration of the product as a result of improper use, including connection or use of the product for a purpose other than its intended use or failure to comply with Barthelme instructions, data sheets, operating instructions and technical data issued by Barthelme or relevant product standards.
 - Furthermore, the guarantee is void if the product has been repaired or modified (except by Barthelme itself).
 - Damage caused by connecting or using the product in a way that is contrary to the applicable technical or safety regulations or standards of the country in which the product is used.
 - Electronic components, products and luminaires that Barthelme sells as merchandise under third-party names, as well as luminaires from other manufacturers, may be excluded (please refer to the current warranty conditions or their validity at www.barthelme.de). Products that are not listed there are not covered by a warranty.
 - Wear parts, such as batteries, seals, plastic parts (due to the aging process - e.g. brittle or discolored).
 - Modifications or repairs to the goods made without our written consent.
9. This guarantee is valid for a maximum burning time of 4500 hours/year, which is the generally accepted benchmark for common, professional use.
10. The guarantee does not cover all incidental costs incurred in connection with the rectification of defects (such as for disassembly and reassembly of the luminaires, transport of the defective and the repaired or new product, disposal, travel and travel time, fixture, scaffolding, restart); such costs shall be borne by the purchaser. Furthermore, any liability for damages is excluded.
11. By granting the guarantee coverage, the original guarantee period is not extended or renewed.
12. Statutory guarantee claims remain unaffected by this guarantee and apply independently of and in parallel with it. In addition, our GTC apply.
13. When providing guarantee services, we shall be liable, irrespective of the legal grounds, exclusively in accordance with the version of our General Terms and Conditions of Sale and Delivery valid at the time the guarantee is granted. These can be viewed at www.barthelme.de. Otherwise, any liability for damages is excluded.
14. The guarantee is subject to the law of the Federal Republic of Germany to the exclusion of the Convention on the International Sale of Goods (UN Sales Convention). The place of jurisdiction for all disputes arising from this contract is Nuremberg.