

Occhio – Warranty Terms

Products by Occhio inspire with unique attention to detail and extraordinary depth of product quality. As a testament to this quality, we offer you - upon registration through your Occhio specialty retailer - a five year warranty effective from the invoice date under the following conditions:

Qualifying conditions

- 01 The warranty requires a purchase by the consumer after 3/21/2016 and registration of the luminaires including complete customer information in the Digital Order System by the Occhio specialty retailer where the luminaire was purchased.
- 02 The warranty is granted on the basis of prompt reporting of the identified defect. The claim must be made within 2 weeks after determination of a manufacturing and/or material defect at the Occhio specialty retailer where the luminaire was purchased and with submission of the purchase receipt. Occhio then allows itself a reasonable time to evaluate the product. If the product must be returned to Occhio for this, the Occhio retailer will handle this for the customer. The customer shall bear the costs for taking or delivering the products to the Occhio specialty retailer. Should any doubts arise regarding the claimed defect or that the alleged defect can be attributed to one of the manufacturing and/or material defects covered by this warranty, the customer bears the burden of proof that the defect exists and/or the causality is a manufacturing and/or material defect covered by this warranty; the customer is responsible for providing appropriate evidence.

Scope of the warranty

- 01 The warranty extends to material, construction and/or manufacturing defects and applies to the entire product incl. functional failure of the LED (conventional bulbs are excepted) and other wear parts. Dirt, defects due to acts of nature and mechanical damage such as damages incurred during transportation are not covered by the warranty. Installation terminates the right to claims for optical defects of the goods.
- 02 The warranty requires that the following conditions are met:
 - Intended use of the products is in accordance with the respective product and usage specification.
 - Limits for external factors of influence such as room temperature and voltage may not be exceeded.
 - No modifications may be made to the product that make it deviate from its condition at delivery; the products must be installed as per the instructions and only by a licensed electrician.
 - Bulbs must comply with the applicable IEC standards and only those bulbs may be used that are expressly specified for operation (installation instructions).
 - The use of special retrofit bulbs voids the warranty.
 - Maintenance requirements are complied with by specialized technicians.
 - Bulbs are to be replaced immediately at the end of their life.
- 03 The warranty does not cover:
 - normal wear and tear or software errors

- intentional or grossly negligent damages
- settings that change due to wear and tear, fatigue or dirt
- deviations of the product from its description or specifications in our catalogs or other marketing materials;
- and goods and products from other manufacturers that we distribute.

Services

- 01 If, after evaluating a product presented as a warranty claim, it is determined that it exhibits the defects claimed and these are covered by the warranty declaration, we have the option to either repair the defect; replace the product with one similar in form or value chosen by us; or refund the purchase price.
- 02 The Occhio warranty service refers to the product. Excluded from the service are ancillary costs for installation/removal, transportation or shipping of the defective and the repaired or replacement product, the disposal, driving and travel time, lifting mechanisms and scaffolding as well as any renewed startups, software re-installations or software updates required in the scope of this warranty service.
- 03 When a replacement product is provided, deviations from the original product due to further technical developments, as well as slight deviations in design and characteristics are reserved.
- 04 We assume no liability beyond this warranty. In particular, in the scope of this warranty we are not liable for any indirect damages, special or consequential damages, financial losses including the loss of actual or expected profits, interest, income, expected savings or business dealings, injuries to goodwill and damages of any kind occurring to third parties.
- 05 The rendering of warranty service does not result in an extension of the warranty period. Replacement products or parts are covered by the warranty to the extent that they do not exhibit any manufacturing and/or material defects for the time remaining in the applicable warranty period for the product that was replaced or in which it is installed.
- 06 The liability from this warranty is limited to the purchase price of the affected product. It is liable in the second degree with regard to other legal grounds.
- 07 A claim to additional or services or payments above the actual amount of damage cannot be derived from this warranty.
- 08 The customer may only transfer the warranty or his rights based on it with our written approval. Third parties do not have the right to enforce a provision included in this warranty.

Final provisions

The legal warranty rights remain unaffected and are applicable regardless of the warranty. This also applies to claims against the specialty retailer/installer.

The legal relationship in connection with the warranty is exclusively subject to German law to the exclusion of the UN Purchase Law.

Munich is the place of jurisdiction for all disputes arising from the warranty declaration.