GENERAL WARRANTY TERMS AND CONDITIONS OF DERUNGS MEDICAL GMBH - INTERNATIONAL

Last updated: 1 September 2026

1. Warranty

- The warrantor is

  Derungs Medical GmbH
  Rudolf-Diesel-Strasse 2
  78239 Rielasingen-Worblingen
  Germany
  (hereinafter referred to as "DDE")

  DDE grants the First Purchaser a manufacturer's warranty for the products specified in these General Warranty Terms and Conditions, subject to and in accordance with these General Warranty Terms and Conditions.

- This warranty applies to customers who have acquired the products specified in these terms and conditions from DDE or from a dealer and have put them into operation for the first time (hereinafter referred to as the "First Purchaser"). This warranty shall not apply to customers who have entered into an individual agreement with DDE regarding the granting of a warranty.

- DDE grants the First Purchaser a durability warranty, which shall also extend to the wear parts, namely light sources and drivers.

- The warranty for luminaires shall be two years for mechanical parts and five years for electronic components following delivery and shall, within this period, be limited to defects which are demonstrably attributable to defects in material, design and/or manufacture.

- By means of this warranty, DDE grants the First Purchaser additional rights which shall exist in addition to any contractual rights and the statutory rights in respect of defects. The statutory rights in respect of defects shall not be restricted by this warranty. However, the First Purchaser's rights in respect of defects shall be excluded if and to the extent that DDE renders performance under this warranty.

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2. Warranty Event, Warranty Period and Warranty Extension

- A warranty event shall be deemed to have occurred if, during the warranty period, a defect arises in the products covered by this warranty as a result of a defect in material or manufacture. No warranty event shall exist if the defect is attributable to improper use or to natural wear and tear.

- The warranty is subject to the condition that:
  - the specifications, notes, guidelines and conditions set out in the technical notes, assembly, operating and user instructions and other documentation (e.g. data sheets, rating plates or product labels) of the individual products or components have been complied with during installation, commissioning, operation, maintenance and repair of the products,
  - the product or component has not been modified or supplemented without the written consent of DDE,
  - the defects are material with regard to the value and fitness for use of the products or components,
  - the limit values specified in the product/component specifications or the relevant standards (e.g. ambient temperature, voltage, current, etc.) have not been exceeded,
  - the products or components have only been exposed to mechanical or chemical stresses in accordance with their intended use,
  - the defects have not been caused by chemical, electronic, physical or weather-related influences which occur in the event of use not in accordance with the intended purpose,
  - only original DDE spare parts or spare parts approved by DDE have been installed,
  - maintenance and repair services have been performed exclusively in accordance with the specifications of DDE, and
  - the product has been inspected annually in accordance with the specifications of DDE.

- The warranty period shall be two years for mechanical components and five years for electronic components, commencing on the date of delivery to the First Purchaser. The First Purchaser shall furnish proof of the date of delivery by means of the delivery note. DDE shall be entitled to determine the commencement of the warranty period on the basis of the date of manufacture.

- The warranty period shall neither be extended nor renewed by the rendering of warranty services.

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3. Exclusion of Warranty

- Unless otherwise stipulated in the individual case in accordance with the product specification, the following shall be excluded from the warranty:
  - reductions in luminous flux of up to 0.6 % / 1,000 operating hours,
  - colour tolerances in the light colour of LED modules and LED control gear upon commissioning and over the service life,
  - plastic parts which become discoloured or brittle as a result of natural ageing processes.
- Furthermore, DDE shall not provide any warranty for material on which modifications or repairs have been carried out by the purchaser or by third parties, or if the supplier's operating instructions have not been complied with.

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4. Claims in the Event of a Warranty Event

- In the event of a warranty event, DDE shall, at its own discretion, fulfil its warranty obligations towards the First Purchaser either by repair free of charge or by reduction of the purchase price.
  Any further warranty claims shall be excluded.

- In the event of a reduction of the purchase price, the purchase price shall be reduced in the proportion which the value of the item in a defect-free condition bears to the actual value of the item.

- The warranty claims shall not cover the costs of removal, installation, transport and travel, nor storage and transport risks.

- In the event of a warranty event, DDE reserves the right to supply a comparable product of equivalent value or a comparable component of equivalent value if the product or component originally supplied is no longer available. In particular, subsequent deliveries of LED products and the replacement of LED modules may result in deviations in lighting characteristics (e.g. luminous flux, light colour) and changes in performance compared with the products originally supplied, since the state of the art may have changed by the time of the warranty event as a result of technical progress.

- Replaced or returned products or components shall pass into the ownership of DDE.

- Any further warranty or compensation for damages shall be excluded. Costs for the dismantling and reinstallation of luminaires or their components shall not be borne.

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5. Assertion of the Warranty

- The warranty is conditional upon the First Purchaser inspecting the delivered products without undue delay upon receipt and notifying DDE in writing of apparent defects without undue delay, but no later than 8 days after receipt of the products, and of latent defects without undue delay, but no later than two weeks after their discovery.

- Warranty claims must be asserted against DDE using the service form provided for this purpose:
  https://www.derungs.swiss/de/kontakt/reparatur-ersatzteile-retouren.html

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6. Returns

- Returns can only be accepted subject to prior agreement with DDE. In such case, the goods must be returned DAP (Incoterms 2020).

- Material which has already been invoiced, including material originally obtained as samples, shall only be credited at a maximum of 85 % of the net value of the goods or subject to a deduction of at least EUR 30.00 for the handling effort incurred. In addition, packaging and shipping costs shall be deducted.

- Any missing original packaging, fastening material and small accessories, as well as any refurbishment costs incurred, shall be deducted from the credit at our cost price.

- One-off or custom-made products, standard models modified at the customer's request, as well as incandescent and discharge lamps cannot be taken back.

- Wall rails shall only be taken back in standard lengths.

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7. Final Provisions

- The law of the Federal Republic of Germany shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- The place of performance for obligations arising from this warranty shall be the registered office of DDE.
- The exclusive place of jurisdiction for all disputes arising from the warranty shall be the registered office of DDE: 78239 Rielasingen-Worblingen, Germany.