



# Guarantee Bond

**Dear Sir or Madam,**

Our products of the Brilliant brand are subject to strict quality control. In the case that, contrary to expectations, any of these products fails to function properly, we regret this very much.

The company Brilliant AG (Guarantor), Brilliantstraße 1, 27442 Gnarrenburg, Germany, assumes a voluntary and additional guarantee vis-à-vis consumers (Guarantee Holder) for any products of the Brilliant brand of the Brilliant Living product segment and for all products with a solidly mounted LED.

The guarantee shall be assumed for a period of five years and shall start with the date of the proof of purchase. This guarantee shall apply to any consumer who purchased a product of the Brilliant brand of the Brilliant Living product segment and to all products with a solidly mounted LED in Europe.

At the consumer's discretion, Brilliant AG shall provide a replacement product to the consumer in any case of guarantee, shall perform repairs of the defective product or shall reimburse the purchase price.

### **Contents of the Guarantee**

Brilliant AG shall guarantee consumers that the products of the Brilliant brand of the Brilliant Living product segment which are included in the guarantee commitment and all products with a solidly mounted LED are free from any faults in the material, manufacture and construction.

The guarantee shall comprise, in particular, the proper lighting function, the functionality of any electronic components and cables, as well as the freedom of the construction materials and of their surfaces from defects.

### **Guarantee Exclusion:**

All interchangeable illuminants shall be excluded from the present guarantee.

The decline in the luminosity of any illuminants (degradation) shall be deemed to constitute normal wear and tear and shall not be covered by the guarantee.

Any inclusions and minor air pockets in products with hand-made glasses shall not constitute a case of guarantee.

The guarantee commitment shall be subject to the proviso that

- » the products of the Brilliant brand of the Brilliant Living product segment and all products with a solidly mounted LED have been used in compliance with the Brilliant operating instructions;
- » no extensions and conversions and/or any other modifications have been made on one's own authority to the products of the Brilliant brand of the Brilliant Living product segment and to all products with a solidly mounted LED;
- » any extension and installation has been carried out in compliance with the installation regulations of Brilliant AG and the limit values for the supply voltage and any environmental influences have been complied with;
- » the illuminants prescribed by Brilliant AG have been used in the products of the Brilliant brand of the Brilliant Living product segment and for all products with a solidly mounted LED;
- » no chemical and physical impacts exist on the material surface of the products of the Brilliant brand of the Brilliant Living product segment and of all products with a solidly mounted LED due to any improper use, for example as a result of any damage caused by unsuitable detergents or cleaning agents or any sharp-edged objects;
- » the product of the Brilliant brand of the Brilliant Living product segment and all products with a solidly mounted LED have not been purchased as a second-choice item, as a sample or within the scope of factory outlet sales.

## **Further Rights**

The present guarantee shall apply in addition to the other rights of the purchaser. Notwithstanding the present guarantee, the Guarantee Holder shall have the statutory rights of the purchaser, for ex. to warranty or product liability. The statutory rights of the purchaser shall not be limited by the present guarantee. They shall apply to an unlimited extent besides the present guarantee.

## **Assertion of the Guarantee**

The rights resulting from the present guarantee may be asserted vis-à-vis Brilliant AG, Brilliantstraße 1, 27442 Gnarrenburg, Germany. The prerequisite for the assertion of the guarantee shall be the presentation of the original proof of purchase and of the purchased product of the Brilliant brand of the Brilliant Living product segment and of all products with a solidly mounted LED.

*Brilliant AG, Brilliantstraße 1, 27442 Gnarrenburg - Stand: November 2017*