

BRUCK WARRANTY

I. Manufacturer's warranty

Bruck assumes a manufacturer's warranty towards end users for the products named in these warranty conditions. This warranty is in addition to the statutory warranty provisions available to the consumer against the seller of the products. No limitation of legal claims is connected to this warranty. Claims under the warranty are independent from existing statutory liability regulations. The end user within the meaning of this warranty is any person who has acquired the product for his own use and not for the purpose of resale. The consumer can make use of the lawful claims as well as the claims from this guarantee free of charge. The warranty applies solely to the original purchaser, thus any purchaser who has acquired the product directly from a commercial distributor.

II. Scope of warranty

The warranty is valid for LEDs and their operating units, provided these were purchased after 1.4.2015. The warranty applies solely to those products which carry the Bruck label. Bruck guarantees that, at the time of placing on the market, the aforementioned products are free from material, manufacturing and workmanship defects which override assessment of the state of the art at the time of manufacture. The warranty exists within a period of 5 years from date of purchase by the original customer. No extension of warranty period shall take place. This applies even if services are rendered by Bruck due to a warranty claim. The guarantee is in accordance with the defined L70 / B10 value, which is a standard size in LED technology. L70 here means that at the end of the life of an LED, the luminous flux may drop to 70% of its initial value. B10 means that 90% of the LEDs in a luminaire operate to the end of the defined service life. The object of this Bruck warranty is thus the continuance of a luminous flux of at least 70% during the warranty period and a loss of a maximum of 10% of the installed LED in a luminaire.

III. Conditions of warranty

For the above-mentioned products, a warranty exists solely under the following conditions: installation must be carried out by a qualified person, maintenance must be carried out according to the assembly instructions, and the recognised codes of practice as well as the application specifications provided by Bruck must be adhered to. The consumer must have registered for the warranty service. The registration must be made on the BRUCK home-page which is available at www.bruck.co.uk or www.bruckinternational.com under „LED Guarantee“. In the course of registration, proof of purchase in electronic form must be lodged in accordance with the registration menu. In order to make a claim on the warranty, it is required that the consumer returns the Bruck product. Within the first two years following purchase, return must be made to the seller; after this period to the address supplied in VII.

IV. Scope of warranty

For faults already existing at the time of delivery and which appear within the warranty period Bruck offers, at their own discretion, to repair the product, to make a replacement delivery of a corresponding or similar product, or to refund the purchase price. Further costs, costs for disassembly and transportation, or consequential damages shall not be compensated, unless mandatory statutory provisions provide otherwise.

V. Exclusions

The warranty excludes the following cases:

1. The luminaires are fitted by the end user with standard replaceable bulbs.
2. The Bruck products have not been used as intended.
3. Installation and maintenance have been carried out improperly or not in accordance with the applicable codes of practice or the relevant specifications provided by Bruck.
4. Repair and maintenance of the luminaires have not been carried out by trained persons.
5. The luminaires were not operating at the approved voltage.

VI. Legal claims

Legal claims by users are subject to statutory rights in addition to the rights under this warranty. These legal claims may include legal consequences which are more favourable to users than those provided by this guarantee. The rights of the user against the seller also remain unaffected by this warranty.

VII. Place of fulfilment

The place of fulfilment for all obligations under this warranty is the registered address of Bruck (Bruck GmbH & Co. KG, Industriestrasse 22a, 44628 Herne). Claims arising from or in connection with this warranty are subject solely to German law to the exclusion of the UN Sales Convention. German Courts have sole jurisdiction for decisions relating to any dispute arising out of or in connection with this warranty.

Imprint

BRUCK GmbH & Co.KG
Industriestraße 22a, 44628 Herne
Germany

Phone: +49 (0) 2323/591-213
Fax: +49 (0)2323/591-241
E-mail: export@bruck.de
Internet: <http://www.bruckinternational.com/>
Copyright: BRUCK GmbH & Co.KG

Managing Directors: Thomas Unger
Registration court: Bochum District Court
Registration number: HRA 5279
VAT ID no.: DE 125 418 042

Liability disclaimer**1. References and links**

The operator shall be liable for direct or indirect references to third-party websites („hyperlinks“) that lie outside the author's sphere of responsibility only in cases in which the operator was aware of the content of said websites and it was technically feasible and reasonable for the operator to prevent the use of such links to access illegal content. The operator hereby explicitly states that there were no signs of illegal content on the pages linked to at the time that the link was created. The operator has no influence on the current and future form, content or authorship of the websites linked to. It therefore explicitly distances itself from all content on all linked websites that is amended following the creation of the link. This statement applies to all links and references created within the operator's own website, as well as to all third-party entries made in guest books, discussion forums, link directories, mailing lists and in all other forms of databases created by the author to which external parties are provided with write access. In cases of illegal, incorrect or incomplete content and, in particular, for damages arising from the use or non-use of information provided in this way, liability shall rest solely with the provider of the website to which the links refer, not with the party referring to the publication in question through the use of links.

2. Data protection

We, BRUCK GmbH & Co.KG, place great importance on protecting your personal information and adhere strictly to data protection legislation. Personal data is collected on this website only when required for technical reasons. Under no circumstances will the data collected be sold or passed to third parties. The following declaration provides you with an overview of how we guarantee this protection, as well as the types of data collected and the intended purpose.

- Data processing on this internet site

BRUCK automatically collates and saves information provided by your browser in its server log files. This information comprises:

- Browser type/version
- Operating system used
- Referrer URL (site visited previously)
- Host name of the computer accessing the site (IP address)
- Time of the server query.

BRUCK GmbH & Co.KG is not able to connect this information to specific individuals. This data is not consolidated with other data sources and is deleted following a statistical evaluation.

- Cookies

The internet pages use cookies in a number of places. They are used to make our site more user friendly, effective and secure. Cookies are small text files that are stored on your computer and saved by your browser. Most of the cookies we use are what are referred to as session cookies. They are deleted automatically after you leave the site. Cookies do not cause any damage to your computer and do not contain viruses.

- Newsletter

If you would like to receive the newsletter offered on our website, you must provide us with a valid email address, together with information that enables us to verify that you are the owner of this e-mail address or that the owner of this email address has agreed to receive the newsletter. No further information is collected. You may withdraw your consent to your data and email address being saved and used to send the newsletter at any time.

- Right to information

At all times, you have the right to information about what personal information has been saved, its origin and recipients, as well as the purpose of the data processing. Information about saved data is provided by our data protection officer: Datenschutz@bruck.de.

- Additional information

Your trust is important to us. We are therefore available to answer your questions about the way in which we process your personal data at any time. If you have any queries that are not addressed by this data protection declaration or if you would like to receive more information on specific points, please feel free to contact our data protection officer: Datenschutz@bruck.de.

3. Copyright

All text, images, animations and graphics used on this website, along with its structure and layout, are subject to copyright. Unauthorised use, reproduction, copying or dissemination, either in whole or in part, shall be subject to civil and criminal prosecution. All commercial and product names are protected for Bruck GmbH & Co. KG under the provisions of competition, trademark and naming laws.

4. Legal effectiveness of this liability disclaimer

This liability disclaimer is to be viewed as an integral component of the internet site that links to this page. If parts of this text or individual formulations do not comply with, no longer comply with, or do not entirely comply with the valid legal regulations, this shall not affect the content or validity of the remaining parts of the document.