

Warranty

Louis Poulsen A/S provides the end user with a warranty subject to the terms and conditions set out below for products marked “Louis Poulsen” and ordered as of 1.1.2020 or later from Louis Poulsen A/S.

End user means any natural or legal person who has acquired the product to own and for own use and not i) with a view to resale for trade purposes or ii) for the purpose of installing it as part of the end users profession.

The scope of the warranty

For a period of 5 years Louis Poulsen A/S warrants that the product is free from defects in the form of operational and cosmetic defects, provided that such defects have been caused by faulty material, design defects or production errors. However, for all products in Louis Poulsen A/S portable range, meaning products in the range of portable battery powered lamps, such warranty period is limited to 2 years. The 5 year and 2 year warranty period, as applicable, are referred to in the following as the “Warranty Period”.

The cause of the defect must have been present at the time of production, and the defect must be assessed with reference to the standards, practices and technical knowledge existing at the time of the production.

This warranty covers all lighting fixtures located in countries where Louis Poulsen A/S has a subsidiary or where Louis Poulsen A/S has established its own physical branch office with personnel employed by Louis Poulsen A/S. The Warranty Period commences on the date when the product is first sold as new following production and invoiced by Louis Poulsen A/S.

The warranty only applies, if the following conditions and procedures are adhered to:

1. The product shall be used solely in accordance with the product specification and the user manual (technical requirements).
2. The product is to be properly mounted in accordance with any applicable existing installation instructions and – where required by law – the mounting shall be carried out by a duly authorized electrician.
3. The product may not be exposed to temperatures or voltage exceeding the values set out in the product specification.
4. The product may not be exposed to mechanical stress in excess of normal usage.
5. The product may not be switched on nor remain switched on in case of surrounding temperatures in excess of plus 60 degrees (Celsius) or less than minus 20 degrees (Celsius). Furthermore, even while switched off, the product may not be exposed to surrounding temperatures exceeding plus 60 degrees (Celsius).
6. In continuous use of the product it is to be switched off at least once every day.
7. The product may not be in use for more than 5,000 hours in all per year.
8. All maintenance in respect of the product is to be conducted by a duly authorized electrician.
9. The end user or a third party may only make changes to the product or attempt to repair the product with prior written consent from Louis Poulsen A/S.

Among other things, the warranty does not cover:

1. parts that are replaced due to wear and tear including replaceable light sources, starters, batteries etc.,
2. discoloration, colour change and colour loss caused by circumstances that have a changing effect on materials or a corrosive effect, including in particular sunlight, rain, salt bearing influences and the like,
3. minor cosmetic imperfections where the defect does not significantly influence the appearance of the product when using the product as intended,
4. inevitable and/or customary deterioration of the product's performance and appearance (for example where plastic parts become discoloured or brittle as part of the natural aging process) and ordinary tolerances in performance,
5. defects and flaws caused by lack of compliance with threshold values for temperature and voltage,
6. mechanical influence or stress that is not in accordance with the product's description and intended use,
7. naturally occurring variations in the materials used,
8. flaws and defects on electronic units that are within the normally accepted error rate (0.2 % per 1,000 hours of operation), unless another error rate is listed in the product specification,
9. light reduction on LED modules of up to 0.4%/1,000 lighting hours, unless otherwise stated in the product specification,
10. colour change of the light from a LED product. Due to the technical development and the normal reduction of the light output when using LED products, subsequent deliveries of LED modules/LED products may have a light emission that differs from the original LED module/LED product, or
11. any defects, damage or lack of functionality off LED-inserts and drivers caused by moisture or water being present in the lamp casing.

The end user shall document that any defects are covered by the warranty. In this connection, the end user shall document that such defects and damages are not directly or indirectly caused by

1. unpacking of the product,
2. the lack of or insufficient maintenance,
3. transportation,
4. faulty installation or fitting inconsistent with any existing installation instructions or contrary to good craftsmanship and practice,
5. faulty storage or other faulty handling of the product,
6. product modifications or
7. other defects or damages that are not caused by faulty material, design defects or production errors.

The warranty shall only be in effect if the purchase price for the product has been paid as agreed.

Notice of defect

In order for the warranty to cover a particular defect, the end user shall within the Warranty Period submit a written complaint no later than 2 months after the end user has discovered or should have discovered the defect. The complaint shall be submitted to Louis Poulsen A/S or the authorised Louis Poulsen dealer who sold the product. Documentation in the form of an invoice or the like, proving that the product has been bought from either Louis Poulsen A/S or from an authorised Louis Poulsen dealer shall be submitted with the complaint.

Remedy

In the event of defects covered by the warranty, Louis Poulsen A/S will at its sole discretion choose to remedy the defects either through proper repair or cost-free replacement delivery. In this connection the end user shall per request from Louis Poulsen A/S hand in the product to the closest authorized Louis Poulsen dealer for the purpose of initiating repair or replacement.

If the defect cannot be repaired without disproportionate costs and if replacement delivery is not possible, for example in the event that the original product is no longer available at the time of the complaint, Louis Poulsen A/S may choose to refund the purchase price or replace the product with a comparable product, even if this comparable product to a lesser degree deviates from the original product with regard to appearance or function.

Louis Poulsen A/S shall execute the replacement delivery by delivering the new product to the closest authorized Louis Poulsen dealer where the end user may pick up the product.

Due to the technical development and the normal reduction of the light output when using LED products, a new LED product/LED module (which Louis Poulsen A/S may deliver in connection with repair or replacement delivery) may have a light emission, which differs from the original LED-module/LED-product.

If remedy can be carried out by replacing spare parts or other materials, and such replacement can be carried out without significant inconvenience for the end user, Louis Poulsen A/S is entitled to direct that the end user carries out the replacement. In such case Louis Poulsen A/S will deliver the spare parts or materials necessary for the end user to carry out the replacement free of charge.

Louis Poulsen A/S shall cover any costs for transport/freight/delivery relating to any remedy covered by the warranty. Louis Poulsen A/S shall, however, not in any case cover any costs in connection with dismantling or refitting of any old product, fitting of any new product or similar costs connected with the remedy.

Remedy without warranty coverage

In the event that the claim from the end user is not covered by the warranty, the end user shall pay the costs connected to the transport/shipment of the product and the technician's transport to and from the end user. The end user shall also pay costs and wages for the technician for the inspection of the product.

Disclaimer of liability.

Louis Poulsen A/S shall not be liable for any damages caused by natural events (including lightning strike), power supply including transients, excessive or insufficient voltage and ripple current operating systems, that are out of order, as such damages are not regarded as defects and therefore not covered by the warranty.

Louis Poulsen A/S shall not be liable for any defects caused by compatibility issues between the product and the installation environment, for example the control system or the power supply.

Louis Poulsen A/S shall not be liable for loss of profit, operating loss or other indirect loss or consequential loss. A claim for damages or compensation can never exceed the purchase price paid by the end user for the defective product.

Louis Poulsen A/S shall not be liable for loss caused by circumstances, upon which Louis Poulsen A/S has no influence, including any kind of strike, including local strike (both legal and unlawful), lockout, governmental or other public orders, import and export restrictions, lack of or faulty deliveries from sub-contractors, terrorism, blockades, political disturbances, vandalism, unusual natural events etc. (force majeure).

Choice of law and venue

Any dispute that may arise from or in connection with this warranty, including disputes regarding the existence or validity of the warranty, shall per the choice of Louis Poulsen A/S be settled by arbitration or by the City Court of Copenhagen.

If the dispute is to be settled by arbitration this shall be take place at the Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by the Danish Institute of Arbitration and in force at the time when such proceedings are commenced.

The warranty, and any dispute arising out of or in connection with this warranty, is subject to Danish Law.