

## MANUFACTURER'S WARRANTY

### AUSTRALIAN CONSUMER LAW NOTICE:

*Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.*

## WARRANTY

1. Nothing in this Warranty purports to modify or exclude the conditions, warranties and undertakings, and other legal rights, under the Australian Competition and Consumer Act 2010 and other laws. This Warranty gives you benefits in addition to other rights and remedies available to you and identifies a preferred approach to resolving warranty claims.
2. The warranty period starts on the date of purchase by the end user. The below table summarizes the standard warranty period for Energetic Lighting branded products

Product Group	Warranty Period
LED Lamps	<a href="#">3 years*</a>
LED Luminaires	<a href="#">5 years*</a>
LED Emergency Luminaires	3 years*

*\*As outlined on the individual product packaging and user instruction manual*

3. Energetic Lighting Australia Pty Ltd (ELA) reserves the right to offer different warranty periods from those stated above.
  - a) Some products may be subject to other warranty periods and this will be specifically stated on the warranty instructions.
4. This warranty only covers goods when used within a normal operating environment as defined by the following parameters:
  - a) Operating conditions are in accordance with the information on the Product and its packaging; and
  - b) Ambient temperature never exceeds the operating temperature range of -20degC to +45degC; and
  - c) Relative humidity in the installation never exceeds 80% RH, or never exceeds the IP rating of the Product if any is provided; and
  - d) Products are not subjected to more than total of 20,000 fast switches (time between "on" and "off " in less than 10minutes); and
  - e) The electrical installation in which the Product operates is not subjected to voltage fluctuations in a range exceeding 230V +/- 10%.
5. Products should be used within their specified tolerances in applications (e.g. temperature, water ingress and other extreme conditions, indoor/outdoor, up-lighting/downlighting, etc) and according to application guidelines. This warranty becomes void for defects arising from misapplication of the product.
6. Energetic Lighting Australia recommends customers ensure their lighting installation is subject to a regular maintenance program by a qualified electrical contractor.
7. The warranty will also be voided should the customer fail to appropriately maintain their installation according to the product specifications.
8. The product specification is used as the reference in assessing the justification of a warranty claim. If no product specification is available for LED luminaires, a failure can be defined as a non-functioning product/s or where products do not meet a minimum lumen maintenance of 70%.
9. A claim made under this Warranty may be refused if the defect claimed has arisen for reasons other than faulty or defective parts or workmanship.
10. Circumstances in which a warranty claim may be declined include, but are not limited to damage or failure caused by:

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### WARRANTY (CONTINUED)

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- a) Normal wear and tear;
  - b) Misuse/abuse or negligence;
  - c) Incomplete or improper installation;
  - d) Theft, fire, food or liquid spills or immersion in liquid;
  - e) Vermin or insect infestation;
  - f) Vibration or other effects suffered while in mobile accommodation including caravans. Mobile or relocatable homes and boats;
  - g) Damage due to crash, drop or abuse;
  - h) Repairs carried out by unauthorized or unqualified agent;
  - i) Installation of the product/s other than in accordance with manual instructions or incorrect voltage;
  - j) Problems due to the addition of peripherals;
  - k) Fire, flood and force majeure;
  - l) Damage due to strikes and riots.
11. This warranty does not cover:
- a) Consumables;
  - b) Goods which, at the time of claim, does not bear the original batch number, for instance where the batch number has been removed or defaced; and
  - c) Goods purchased other than through an authorised re-seller.
12. This warranty is valid only for goods that are purchased new and unused:
- a) In Australia; and
  - b) Sourced from Energetic Lighting Australia or its authorised distribution channels in Australia or New Zealand.
13. The customer must provide the original proof of purchase which demonstrates compliance with the above conditions to receive any services or product replacement under warranty.

### WHAT WE WILL DO UNDER THIS WARRANTY

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14. If a product/s are faulty or defective and satisfy the requirements and conditions of this warranty, then Energetic Lighting Australia will, at its discretion, either:
- a) Replace the faulty or defective product/s; or
  - b) Refund you the cost of the faulty product/s by electronic funds transfer.
15. The customer must provide the original proof of purchase which demonstrates compliance with the above condition to receive any services or product replacement under warranty.

### MAKING A WARRANTY CLAIM

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16. To make a warranty claim please contact Energetic Lighting Australia by telephone on 1300 215 598 Monday to Friday between 10am and 4pm AEST on business days in Sydney or anytime via email at [info@energeticlighting.com.au](mailto:info@energeticlighting.com.au).
17. Please ensure that you provide the operator with the following information:
- a) Name or model number of the product/s;
  - b) Full serial # of the product/s;
  - c) Your name, contact address, email, telephone and facsimile numbers;
  - d) Purchase invoice or receipt details and confirmation you are holding original proof of purchase; and
  - e) A description of the fault or defect.
18. To make a warranty claim you must forward the faulty or defective product/s to Energetic Lighting Australia at your own expense with your original proof of purchase.
19. If Energetic Lighting Australia elects to replace the faulty or defective product/s then they will at their own discretion and expense post the replacement product/s to you via Australia Post or any other provider they deem applicable.
20. If Energetic Lighting Australia elects to refund you the cost of the faulty product/s by electronic funds transfer, then you must subsequently provide your banking accounts details for this purpose.
21. If Energetic Lighting Australia determines the claim to be invalid, we will provide you with an explanation and if requested the faulty product will be returned to you.

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### LIMITATION OF LIABILITY

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22. To the full extent permitted by law all warranties other than provided herein are expressly negated, and Energetic Lighting Australia shall not be liable with respect to any loss or damage whether direct or indirect or consequential arising from your purchase, use or no-use of an Energetic Lighting Australia Pty Ltd product/s.
23. Provisions of the Competition and Consumer Act and other State legislation in Australia, may imply guarantees, warranties and conditions, or impose obligations, upon Energetic Lighting Australia Pty Ltd which cannot, in whole or in part, be excluded, restricted or modified. To the extent permitted by law, Energetic Lighting Australia liability (if any) arising out of or in relation to product/s supplied shall be limited at its option, to: (a) the replacement of the product/s or the supply of equivalent product/s; (b) the repair of the product/s; (c) the payment of the cost of replacing the product/s or of acquiring equivalent product/s; (d) the payment of the cost of having the product/s repaired.
24. The warranties conferred under this Energetic Lighting Australia MANUFACTURER'S WARRANTY do not extend to any costs associated with the installation, de-installation or re-installation of a product/s and do not extend either to and excludes damages and losses occurring by reason of, during, or associated with, or related to such installation, de-installation, re-installation or during transit.

### OUR DETAILS

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24. The details of the company providing this warranty are:

Name:	Energetic Lighting Australia Pty Ltd
ABN:	62 168 714 145
Business Address:	Unit 1, 350 Edgar Street, Condell Park, NSW 2200 Australia
Telephone:	1300 215 598
Email:	info@energeticlighting.com.au