

SEVEN YEAR WARRANTY AGAINST DEFECTS

WARRANTY

Lumex Lighting (Australia Only)

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QSPWFEC0ZIFFTFW0EBSPPQF5BU0OBMPVS**

Warranty (the "Warranty")

The warranty is offered to you by Lumex Lighting Australia Pty Ltd.

Phone contact: [Redacted]

Subject to the terms of this document, Lumex Lighting Australia Pty Ltd. owner of the Installation that you purchase and install at the place, without limitation, for your use, in connection with the Goods. The Goods are defined as the Goods specified in the Schedule to this Warranty. The Goods must be used in accordance with the instructions and specifications set out in the Goods' user manual, including any limitations on use, and must be installed, used and maintained in accordance with the instructions and specifications set out in the Goods' user manual, including any limitations on use, and must be used for the purpose for which the Goods are intended to be used.

This Warranty applies from the date of invoice for a period of seven (7) years from the date of purchase of the Goods, subject to the conditions set in this Warranty.

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In this warranty:

- Australian Consumer Law** means the Australian consumer law set out in Schedule 2 to the Competition and Consumer Act 2010.
- Goods** mean the product or equipment that was purchased in Australia.
- Manufacturer, We** or **us** means Lumex Lighting Australia Pty Ltd.
- Supplier** means the authorized distributor or the licensed electrical contractor that sold you the Goods.
- You** means you, the original end-user purchaser of the Goods.

B. Warranty Period and Details

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operation installed warranty against manufacturing faults and defects, provided that:

- The product is properly installed, and installation is in accordance with the instructions and specifications set out in the Goods' user manual, including any limitations on use, and must be used for the purpose for which the Goods are intended to be used.
- The product is not subjected to any unauthorized modification, repair or alteration.
- The product is only used for the purpose of illumination, in line with its designated purpose or the designated purpose of a luminaire of its general type.
- The Goods are used only for the purpose for which the Goods are intended to be used.
- Any faults or defects attributable to the misuse, abuse, damage, neglect, improper use, modification, repair or alteration, or any other cause, are excluded from the Warranty.
- Where a battery product is installed, the warranty period covers 12 months.
- Where a SmartSense™ product is installed, the warranty covers 12 months.
- Where a third party component is installed within, or as part of, the Goods, the warranty does not cover the component by the Original Equipment Manufacturer of the third party component.

This Warranty DOES NOT COVER:

- Damage caused by acts of God, or other incidents / occurrences beyond the control of Lumex Lighting Australia Pty Ltd. without limitation, including lightning, fire, flood, or any other natural disaster.
- Damage caused by water or other forms of moisture being present or applied to the Goods.
- Damage caused by chemical impact or other abuse including environmental factors, improper cleaning solutions, damage from leaving substances such as bleach on the product.
- Damage or problems caused by the use of an accessory, component or equipment not supplied by Lumex Lighting Australia Pty Ltd.

C. Extent of the Warranty

This Warranty does not cover freight charges (including insurance) or travelling cost for repairs performed outside the area normally serviced by the Lumex Lighting Australia Pty Ltd. based repair agent. The Goods must be repaired or replaced by the Lumex Lighting Australia Pty Ltd. based repair agent. The Goods must be repaired or replaced by the Lumex Lighting Australia Pty Ltd. based repair agent without charge.

- This warranty does not cover any cost related to removal, or installation, of the Goods replaced during repairs or any product replaced remain the property of Lumex Lighting Australia Pty Ltd.
- In the event of the Goods being replaced during the warranty period, the Goods replaced during repairs or any product replaced remain the property of Lumex Lighting Australia Pty Ltd.

D. Applicable Date/Commencement of Warranty

This warranty commences from the date of purchase from the Lumex Lighting Australia Pty Ltd. based repair agent, or from the date of purchase, as well as all contact information for warranty claims and queries, are detailed below:

Contact: [Redacted] FCA [Redacted]

Address: [Redacted]

Phone: [Redacted]

Fax: [Redacted]

Email: [Redacted]

E. Claim Process

The customer claim process is as follows:

- The customer must complete the online Warranty claim form and submit it to the Lumex Lighting Australia Pty Ltd. based repair agent.
- The wholesaler/customer must complete the online Warranty claim form and submit it to the Lumex Lighting Australia Pty Ltd. based repair agent.
- If accepted as a valid claim within the terms as described in the Goods' user manual, the Lumex Lighting Australia Pty Ltd. based repair agent will provide a replacement product.

If you have a claim, please contact your wholesaler through the wholesaler for further investigation.

Lumex Lighting Australia Pty Ltd. is not responsible for any claims made by you or your wholesaler.

IMPORTANT

You are responsible for ensuring that you have a valid claim through the Australian Consumer Law. You are not entitled to a refund for a major failure and for compensation for any other loss or damage. Lumex Lighting Australia Pty Ltd. is not liable 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.

CUSTOMER SERVICE

+61 (03) 9790 8999
verbatimlighting.com.au