

# 7 YEAR WARRANTY AGAINST DEFECTS



## CONSUMER GUARANTEES

Our Products 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 for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the Product repaired or replaced if the Product fails to be of acceptable quality and the failure does not amount to a major failure.

New Lumex Lighting Products come with a seven (7) year or 35,000 operational hour Warranty against Defects as set out in this document, whichever is the first in time (Warranty). The Warranty Period ends on the earlier of:

- The end of the 7 Year period from the Date of Purchase; or
- The date that Product use has exceeded the 35,000 hour operational period limit.

This Warranty is provided to you by Verbatim Australia Pty Ltd in addition to any other rights and remedies you may have under the ACL, in relation to a Product to which this Warranty relates. Subject to the terms of this Warranty, Verbatim will repair or replace the Product, without charge, if the Product fails due to any manufacturing defect during the Warranty period.

### A. DEFINITIONS

In this Warranty:

**ACL** means the Australian Consumer Law set out in Schedule 2 to the *Competition and Consumer Act 2010* (Cth).

**Date of Purchase** means the date of the invoice which documents your purchase of the Product from Verbatim or our Suppliers in Australia.

**Product** means the lighting product or equipment that was purchased by you, either directly from us or from one of our Suppliers in Australia.

**Verbatim, we, us or our** means Verbatim Australia Pty Ltd ABN 39 005 706 374 of 6/450 Princes Highway, Noble Park, VICTORIA 3174.

**Supplier** means an authorised distributor of Verbatim that sold you the Product.

**You or your** means you, the end-user purchaser of the Product.

**Warranty Period** means seven (7) years or 35,000 operational hours, whichever is the first in time, commencing on the Date of Purchase.

### B. WARRANTY PERIOD AND DETAILS

- (a) Subject to clause B(b) and the limitations and exclusions as otherwise set out in this document, Lumex Products are covered by a Warranty against Manufacturing Faults and Defects for the duration of the Warranty Period, provided that:
- (i) you purchased the Product in Australia from Verbatim or a Supplier of Verbatim;
  - (ii) the Product is properly installed in accordance with Verbatim's instructions, and is installed by a suitably trained and qualified installer;
  - (iii) the Product is not subjected to any unauthorised modifications;
  - (iv) 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;
  - (v) the Product is used only in normal operating conditions (including in accordance with the instructions or manual for the Product from time to time); and
  - (vi) use of the Product has not exceeded a total of 35,000 hours of operation during the Warranty Period.

- (vii) any faults or defects attributable to the misuse, abuse, accident or non-observance of the manufacturer's instructions on the part of the user are specifically excluded.
- (b) Notwithstanding any other provisions of this Warranty:
- (i) for any Products which are battery operated and include a battery installed by the Manufacturer, the warranty period for the battery is limited to 12 months commencing on the Date of Purchase;
  - (ii) for any Products which include a sensor component or where a sensor product is installed, the warranty period in respect of the sensor technology is limited to five (5) years from the Date of Purchaser and
  - (iii) where a third-party component is installed within, or as part of, a Product, the warranty period for third party component is as dictated by the original equipment manufacturer of the third-party component. Verbatim does not provide any warranty in respect of third-party components or accessories.

### C. EXCLUSIONS AND LIMITATIONS

To the extent permitted by law, this Warranty does not cover and will not apply:

- (a) to Products that have been repaired, altered or modified by someone other than Verbatim or a repair agent that has been authorised by Verbatim;
- (b) where the alleged defect in the Products is within the parameters of acceptable industry variances;
- (c) where we cannot establish any fault in the Product after testing and inspection;
- (d) where the Product has been used for purposes other than the purpose for which they are designed;
- (e) where the defect in the Product has arisen due to your failure to properly use and maintain the Product in accordance with Verbatim's instructions or recommendations, the specifications included in the packaging for the Product or as displayed on our website from time to time (including, but not limited to, complying with any recommended maintenance schedules);
- (f) to minor damage or defects to the Product which do not affect the use and operation of the Products and which are caused by normal wear and tear;
- (g) to damage caused by acts of god, or other incidents or occurrences beyond the control of Verbatim including (but not limited to) damage caused by fire, environment, theft, temperature, pressure, humidity, water (including as a result of storms or floods) stress or similar;
- (h) to damage caused by humidity, water or any other form of moisture being absorbed by the LED light fitting;
- (i) to damage caused by chemical impact or other abuse including environmental factors, improper cleaning solutions, damage from leaving substances such as bleach on the Product;
- (j) where the defect has arisen due to abuse, misuse, negligence or accident; and
- (k) damage, defects or other problems caused by or associated with the use of an accessory, component or equipment not supplied by Verbatim or not intended to be used in conjunction with the Product.

### D. EXTENT OF THE WARRANTY

- (a) To the maximum extent permitted by law, you will be responsible for all costs (including, but not limited to, any freight charges or insurance) of returning Product to us for assessment and repair. You will also be responsible for any costs associated with the redelivery of the Product (including any repaired and/or replacement Product) and any other expenses that you incur in claiming under this Warranty.
- (b) Verbatim may, in its sole discretion, either repair or replace (without charge) a Product that proves defective within the Warranty Period by reason of improper workmanship or faulty material.

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- (c) This Warranty does not cover any cost related to the collection, removal, or reinstallation of the replaced or repaired Product.
- (d) Any parts of the Product which are replaced by Verbatim during repair works, or any Product that is returned to Verbatim and subsequently replaced, remain the property of the Verbatim.
- (e) If, after inspecting the Product and conducting tests, we cannot find or replicate a defect in the Product, we may require you to pay reasonable costs associated with the inspection and testing of the Product.
- (f) In the event of the Product being replaced during the Warranty Period, the warranty on the replacement Product will expire on the same date as the Warranty Period of the original Product they are replacing.
- (g) This Warranty is not transferable. Verbatim will not accept any claim under this Warranty from a person other than the original purchaser of the Product.

## E. CLAIM PROCESS

- (a) If you wish to make a claim during the Warranty Period, the claim process is as follows:
  - (i) You can lodge a claim through the Supplier from where the Product was purchased;
  - (ii) You or the Supplier (if the claim is being lodged by the Supplier) must complete the online Warranty Claim Request form located on the Verbatim Lighting Website. To access the form, visit the Verbatim Lighting Home Page, click on the Resource & Support link in the navigation menu, select the Warranty link in the drop down menu and click through to the Warranty Claim Request form.
  - (iii) You must provide the original invoice as proof of purchase of the Product.
- (b) If the claim is accepted as a valid claim within the terms as described in this Warranty, we will repair the Product or may (in our discretion) provide an equivalent replacement Product or replace the Product with a refurbished Product rather than undertaking the repair works. We may use refurbished parts in any repair works that we complete in respect of Product returned to us for repair.
- (c) **For more information about warranty claims contact us at [CustomerService@verbatim.com.au](mailto:CustomerService@verbatim.com.au) or via the telephone number and address set out in this Warranty document.**

Company: Verbatim Australia Pty Ltd  
Address: 6/450: Princes Highway, Noble Park, VIC 3174  
Phone: 03 9790 8999  
Email: [CustomerService@verbatim.com.au](mailto:CustomerService@verbatim.com.au)

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