



Versalux Lighting Systems Pty Ltd

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#### 14. VERSALUX 5/10 YEAR WARRANTY & CONDITIONS:

- 14.1 Versalux warrants that, subject to compliance with this Contract, the Versalux branded LED products will be free from manufacturing and / or material defects when used in accordance with these terms, for a period of 5 years from the date of invoice. Versalux also warrants that, subject to compliance with this Contract, the FAEL LUCE LED products will be free from manufacturing and / or material defects when used in compliance with these terms, for a period of 10 years from the date of invoice. Versalux also warrants that, subject to compliance with this Contract, the Valmont aluminium poles will be warranted for a period of 25 years for structural integrity only, and 5 years for pole finish (including paint).
- 14.2 In order to make a claim pursuant to this warranty You must notify Versalux within 7 days of becoming aware of the defect and within the warranty period.
- 14.3 Any warranty claim under this clause must be accompanied by:
- (a) full details of the alleged defect (Versalux may require You to provide photographic or other evidence of the defect); and
  - (b) appropriate documentation (such as Your details, the date of installation, the name of the person or company that installed the Goods) and a valid proof of purchase.
- 14.4 Upon receipt of a claim, Versalux reserves the right to assess and inspect the Goods which may involve removal of a sample of the Goods for inspection and/or testing.
- 14.5 The guarantee offered in clause 14.1 shall only be effective subject to You complying with the following conditions:
- (a) Goods must be used in accordance with their intended use.
  - (b) Goods must be installed, used and maintained in strict compliance with the relevant specifications and installation instructions relevant to those goods.
  - (c) Any installation and / or assembly work relating to the Goods shall be carried out by a qualified electrical contractor.
  - (d) Temperature and voltage limit values must not be exceeded, and the Goods must not be subjected to mechanical loads which do not comply with its intended use.
  - (e) The Goods must be maintained by qualified technical staff in compliance with any instructions issued or accompanying the Goods.
  - (f) You must establish to Versalux's reasonable satisfaction that You have taken all necessary steps to examine installation factors and mitigate the risk of loss, i.e.: eliminating exposure to extremes of temperature, not covered by insulation, and preventing overvoltage, incorrect installation, surges, and spikes, including lightning strike.
  - (g) In the event of a claim, You shall not tamper with failed goods and must return them in original condition to Versalux for inspection at Your expense.
  - (h) No guaranteed claim will be entertained until the full invoice amount have been paid and the funds have cleared.
  - (i) The Goods supplied have been installed in Australia or New Zealand.
- 14.6 The guarantee offered in clause 14.1 does not cover defects in Goods due to unforeseen events i.e.: accidental circumstance and / or Force Majeure (including electrical surges and lightning) that cannot be ascribed to a defective manufacturing process of the product.
- 14.7 To the extent permitted by law, Versalux will not be liable for any warranty or a Goods claim for any defect or damage where:
- (a) such defect or damage is caused or partly caused or arises as a result of:
    - (i) Your acts or omissions, including if You fail to take reasonable steps to prevent them from being defective, or if You fail to properly use, assemble, install, service or maintain the Goods in accordance with Versalux instructions or best industry practice;
    - (ii) any third party's actions including (without limitation) interference by a third party trade;
    - (iii) the Goods not being stored, installed, or otherwise used in accordance with Versalux instructions.
    - (iv) the Goods being subject to abnormal conditions including without limitation harsh environments, exposure to fertiliser, temperature, pressure, stress, fire and/or exposure to moisture or high humidity (see clause 15 in this respect);
  - (b) the Goods have been repaired, altered or modified by someone other than Versalux or an authorised repair agent of Versalux or the Goods have been repaired, altered or modified without the consent of Versalux;
  - (c) the alleged defect of the Goods is, in fact, not a defect because it is within acceptable industry variances;
  - (d) Versalux cannot establish any fault of the Goods after testing and inspection;
  - (e) the Goods have been used for a purpose apart the purpose for which it was designed and manufactured;
  - (f) such damage is a normal maintenance item which is Your responsibility;
  - (g) unauthorised parts or accessories have been used on or in connection with the Goods;
  - (h) any damage or fault to the Goods caused by:
    - (i) fair wear and tear or normal deterioration and fading;
    - (ii) air pollution, exposure to harmful chemicals or normal weathering from the elements;
  - (i) Goods have been affected by overheating due to obstruction in the form of insulation or inadequate ventilation within mounting cavity, or operation of exterior luminaires during daylight hours.
  - (j) If it is deemed that a power ripple signal has affected the operation of the product.
  - (k) If the light fittings and components are exposed to an environment where they are adversely affected by conditions not previously known to have been present.
- 14.8 Notwithstanding the other terms of this clause, Versalux will only be responsible for defects in the Goods that it provides and not those attached to the Goods or any goods or services supplied by third parties.
- 14.9 Where Versalux accepts a claim under the guarantee offered in clause 14.1 in relation to Goods, Versalux shall be free to decide in its absolute discretion whether to repair or replace the Goods with the same or an equivalent Goods subject to the technological progress that has taken place from the release of the original Goods or refund the price for the Goods. In the event of a manufacturing or material defect, the goods will be replaced, entirely or partly, or repaired at Versalux's sole discretion. The maximum liability of Versalux (subject to Clause 13 hereof) is limited to the invoice value of the Goods. Removal and return of goods to Versalux's factory is at Your cost.
- 14.10 This warranty is provided to the original purchaser only and is non-transferable to any other person or entity.
- 14.11 The warranty provided under this clause is in addition to any rights that the Consumer may have under the ACL.