

# ENERGETIC LIGHTING 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 customer. The table below summarizes the standard warranty period for Energetic Lighting products. See specific warranty on each product package.
 

Product Group	Warranty Period
LED Lamps	2-3 years
LED Luminaires	3-5 years
Emergency Battery	1 year
3. Energetic Lighting Australia 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 operated in an open luminaire, with minimum 10mm air around the body of the Products; and
  - e) Products are not subjected to more than total of 20,000 fast switches (time between "on" and "off " is less than 10minutes); and
  - f) 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, uplighting/downlighting, etc) and according to application guidelines. This warranty becomes void for defects arising from misapplication of the product.

6. Energetic Lighting 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 (e.g. changing lamps or replacement of components at end of life, and 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 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:
    - a) normal wear and tear;
    - b) misuse or abuse;
    - 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 an unauthorized or unqualified agent;
    - i) installation of the goods 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) defects caused by misuse and negligence; or
    - m) damage due to strikes and riots.
  11. This warranty does not cover:
    - a) consumables;
    - b) goods which, at the time of claim, do not bear the original serial number, for instance where the serial 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 Pty Ltd or its authorised distribution channels in Australia.
  13. The customer must provide the original proof of purchase which demonstrates compliance with the above conditions to receive any services or goods replacement under warranty.
- WHAT WE WILL DO UNDER THIS WARRANTY**
14. If goods are faulty or defective and satisfies the requirements and conditions of this warranty then Energetic Lighting Australia Pty Ltd will at its option either:
    - a) replace the faulty or defective goods; or
    - b) refund you the cost of the faulty goods by electronic funds transfer.

**MAKING A WARRANTY CLAIM**

15. To make a warranty claim please contact Energetic Lighting Australia Pty Ltd by telephone on +61 2 8935 9446 between 10am and 4pm Monday to Friday on business days in Sydney.
16. Please ensure that you provide the operator with the following information:
  - c) name or model number of the products;
  - d) full serial number of the products;
  - e) your name, contact address, email, telephone and facsimile numbers;
  - f) purchase invoice or receipt details and confirmation you are holding original proof of purchase; and
  - g) a description of the fault or defect.
17. For valid claims Energetic Lighting Australia Pty Ltd will forward to you via Australia Post a self-addressed envelope for you to return to Energetic Lighting Australia Pty Ltd the faulty or defective good.
18. To make a warranty claim you must forward the faulty or defective good to Energetic Lighting Australia Pty Ltd with your original proof of purchase.
19. If Energetic Lighting Australia Pty Ltd elects to replace the faulty or defective goods then it will at its expense post to you replacement goods through Australia Post.
20. If Energetic Lighting Australia Pty Ltd elects to refund you the cost of the faulty goods by electronic funds transfer then you must subsequently provide bank account details for this purpose.

**LIMITATION OF LIABILITY**

21. To the full extent permitted by law all warranties other than provided herein are expressly negated, and Energetic Lighting Australia Pty Ltd shall not be liable with respect to any loss or damage whether direct or indirect or consequential arising from your purchase, use or non-use of Energetic Australia Pty Ltd goods;
22. 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 Pty Ltd's liability (if any) arising out of or in relation to goods supplied shall be limited at its option, to: (a) the replacement of the goods or the supply of equivalent goods; (b) the repair of the goods; (c) the payment of the cost of replacing the goods or of acquiring equivalent goods; (d) the payment of the cost of having the goods repaired.
23. The warranties conferred under this ENERGETIC LIGHTING MANUFACTURER'S WARRANTY do not extend to any costs associated with the installation, de-installation or re-installation of goods 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**

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:	+61 2 9771 6858
Email:	info@energeticlighting.com.au