# INLITE WARRANTY

## WARRANTY

- 1. This warranty applies to luminaire products containing LED's (light emitting diode) only, when:
  - (a) they are purchased new and unused:
    - (i) in Australia; and
    - (ii) from Inlite (we, us) or our authorised distribution channels in Australia; and
  - (b) installed and used in accordance with:
    - (i) the product specifications; and
  - (ii) the information about normal operating guidelines such as current, voltage, ambient temperature, humidity, contact with aggressive liquids and/or gases, electronic charges, and lightning strikes, that is provided with the product and its packaging.
- The warranty is only for the benefit of the customer (you, your) who purchases the product directly from us or our authorized distribution channels in Australia.
- 3. The standard warranty period is five (5) years from the date of sale by Inlite.
- 4. We reserve the right to offer different warranty periods from those stated above. Some products may be subject to other warranty periods and this will be specifically stated on the warranty instructions accompanying such products.

### WHEN THIS WARRANTY WILL NOT APPLY

- 5. This warranty does not cover:
  - (a) the decrease of total lumen output over time that is consistent with industry standards;
    - (b) consumables;

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- (c) products which, at the time of the claim, do not bear the original serial number, for instance where the serial number has been removed or defaced; and
- (d) goods purchased other than through us or an authorised re-seller.
  - Circumstances in which a warranty claim may be declined include, but are not limited to:
    - (a) your failure to appropriately maintain the product installation according to the product specifications and operating guidelines;
  - (b) the defect claimed has arisen for reasons other than faulty or defective parts or workmanship;
  - (c) the damage or failure is caused by:
    - (i) normal wear and tear;
    - (ii) misuse, negligence, abuse, accidental damage, crash or drop;
    - (iii) incomplete or improper handling, installation or maintenance;
    - (iv) food or liquid spills or immersion in liquid;
    - (v) vermin or insect infestation;
    - (vi) installation or repairs carried out by an unauthorised or unqualified tradesperson;
    - (vii) installation of the goods other than in accordance with the product specifications or other than in accordance with the correct voltage;
    - (viii) problems, including flickering, due to the addition of peripherals, or incompatible cable connections, dimmers, sensors;
    - (ix) the alteration or modification of the product before or after installation; or
    - (x) theft, fire, flood, strikes, riots or industrial action.

### MAKING A WARRANTY CLAIM

7. To make a warranty claim, please contact us by sending us an email to the relevant office in your State or Territory:

New South Wales:	nsw@inlite.com.au
Victoria:	vic@inlite.com.au
Queensland:	<u>qld@inlite.com.au</u>
Western Australia:	wa@inlite.com.au

- 8. Please ensure that you provide us with the following information:
  - (a) name or model number of the product;
  - (b) serial number of the product;
  - (c) your name, contact address, email and telephone number;
  - (d) details about the original proof of purchase (e.g. purchase invoice or receipt) and confirmation you are holding original proof of purchase; and
  - (e) a description of the fault or defect.
  - To make a warranty claim, you must, at your expense:
  - (a) attach to the faulty or defective product the Goods Return Authority given to you by us;
  - (b) send to us at the address notified by us as noted on the Goods Return Authority:
    - (i) the faulty or defective product;
    - (ii) your original proof or purchase; and
  - (iii) all accessories, instructions, specifications or other material supplied with the product.
- 10. We will not accept any returned products which have not been sent to us strictly in accordance with terms and conditions of this warranty.
- 11. We will notify you whether we accept the returned product within a reasonable time of its receipt.
- 12. We will examine the product sent to us.
- 13. If the product is faulty or defective and satisfies the requirements and conditions of this warranty, we will, at our option:
  - (a) repair the faulty or defective product;
  - (b) replace the faulty or defective product; or
  - (c) refund the cost of the faulty product to you by electronic funds transfer to the bank account that you give us for this purpose.
- 14. If the original product is not repairable or is no longer available, we will, at our option, either:
  - (a) replace the faulty or defective product with a similar product of equivalent quality and performance; or
  - (b) refund the cost of the faulty product to you.
- 15. If we determine your claim to be invalid, we will provide an explanation, and if requested by you, the product will be returned to you.

### LIMITATION OF LIABILITY

- 16. To the full extent permitted by law, all warranties other than provided in this warranty are expressly excluded, and we will not be liable to you or a third party with respect to any loss or damage whether direct or indirect or consequential (including but not limited to loss of profits, loss of anticipated savings, economic loss or interruption of business) arising from your purchase, use or non-use of Inlite products.
- 17. Provisions of the Competition and Consumer Act and other State legislation in Australia, may imply guarantees, warranties and conditions, or impose obligations upon Inlite Pty Ltd which cannot, in whole or in part, be excluded, restricted or modified. To the extent permitted by law, Inlite's liability (if any) arising out of or in relation to the products supplied by it will be limited at its option, to:
  - (a) the replacement of the products or the supply of equivalent products;
  - (b) the repair of the products;
  - (c) the payment of the cost of replacing the products or of acquiring equivalent products;
  - (d) the payment of the cost of having the products repaired.
  - The warranties conferred under this warranty do not extend to and excludes:
  - (a) any costs associated with:
    - (i) the installation, removal or re-installation of products;
    - transit and other freight/postage costs incurred by us or you when returning a product to us and for redelivery of the product by us to you (whether the original, repaired and/or replacement product);
    - (iii) claiming under this warranty;
    - (b) loss and damage occurring by reason of, during, or associated with, or related to:
      - (i) the installation, removal or re-installation of the product;
      - (ii) during transit of the product;
    - (c) loss and damage suffered by you or by any third party.

#### OUR DETAILS

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

Name:	ALA Projects T/A INLITE (ACN 638 842 609)
Business Details (by State):	
New South Wales:	nsw@inlite.com.au 44-46 Chippen Street, CHIPPENDALE NSW 2008 02 8384 1000
Victoria:	vic@inlite.com.au 19 Newton Street, RICHMOND VIC 3121 03 8394 1999
Queensland:	<u>gld@inlite.com.au</u> 07 3099 6999
Western Australia:	wa@inlite.com.au 07 3099 6999

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.