

WARRANTY

1. Repair or replace warranty

- a. The Supplier warrants that the Goods are free from defects in workmanship, design and materials for a period earlier of 15 months from the date of purchase or 12 months from the date of installation (**Warranty**).
- b. In this Warranty, the **Period** means the period of time specified by the Supplier in clause 1a above.
- c. Subject to clauses 2, 3, 4 and 5 below, if within the Period the Goods are not free from defects in workmanship, design or materials, the Supplier will repair or replace the Goods free of charge. Further, to the extent the Supplier must also provide services to the Applicant for those repaired and replaced Goods, the Supplier will provide those services free of charge.
- d. Under the terms of the Warranty, the repair or replacement of the Goods during the Period is at the sole discretion of the Supplier. If replacement Goods are supplied, the Warranty remains based on the original date of purchase.
- e. UV Lamps are warranted to be free from defects in workmanship, design and materials for 12 months from the date of purchase. If a customer asserts that a UV lamp has failed within 12 months of purchase the Customer must return the UV lamp to the Supplier. The supplier will then assess the UV lamp and if it is found to be faulty, will provide the customer with a store credit towards the purchase of the same UV lamp (or next closest lamp then currently available) in the amount equal to the price paid for the lamp multiplied by the percentage of the 365 days warranty period that was left to run at the time the product was assessed by the supplier as being faulty.

2. Conditions of Warranty

- a. The warranty referred to in clause 1 is subject to the following conditions:
 - i. The Goods must be returned to the Supplier with proof of purchase.
 - ii. The Goods must not have had their serial number removed, defaced or changed, their casing opened, their power cord altered, nor have been tampered with in any other way.

- iii. Failure of the Goods must not be due to misuse, improper installation, connection to the wrong voltage or other abuse or misuse.
- iv. The Supplier is not responsible for damage or loss caused after delivery of the Goods.
- v. Apart from any consumer guarantees under chapter 3, part 3-2, division 1 of the *Australian Consumer Law* or part 8 of the *Sale of Goods Act* 1923 (NSW) (or both), all other warranties express or implied and whether arising by virtue of statute or otherwise are excluded.
- b. Any equipment or installation found to be faulty due to abuse, misuse or improper customer installation will be deemed customer related damage and the time to diagnose this will be charged to the Applicant at the Seller's current hourly rate.
- c. The Supplier's Warranty extends only to:
 - i. defects arising solely from faulty design, materials or workmanship under proper use of the Goods;
 - ii. Goods installed by a suitably experienced person who is authorised in writing by the Supplier to install the Goods;
 - iii. Goods sold by The Supplier or its authorised distributors or dealers and only where the Goods are used and served within Australia; and
 - iv. where the defects appear in the Goods within the Period.

3. Exclusions to Warranty

- a. This Warranty does not cover:
 - i. improper or unauthorised repairs, alterations, modifications, adjustments, calibrations or substitutions of the Goods; or
 - ii. storage or use of the Goods other than in accordance with the instructions supplied; or
 - iii. parts and accessories of the Goods that were not supplied by the Purchaser on the date of purchase;
 - iv. the use of accessories including consumables, hardware, or software which were not manufactured or approved in writing by the Supplier; or
 - v. other Goods that are not manufactured or supplied by the Supplier; or
 - vi. any contamination or leakages caused or induced by the Applicant; or
 - vii. any misuse, neglect or improper maintenance of the Goods;
 - viii. any misuse of the Goods by the Applicant or anyone for whom the Applicant has legal responsibility; or
 - ix. any use or operation of the Goods outside of the physical, electrical or

- environmental specifications of the Goods; or
- x. inadequate or incorrect site preparation; or
- xi. inadequate or improper maintenance of the goods; or
- xii. electrical products and systems into which the Goods are installed or form of but which have not been supplied by the Supplier; or
- xiii. Goods purchased:
 - A. other than from the Supplier (such as purchases from unauthorised retailers and purchase over the internet, from local/international sellers or sites such as eBay and Amazon); or
 - B. from a competitor or not from an authorised dealer or distributor of The Supplier.
- b. In addition to the above, this Warranty does not cover the following:
 - i. damage or defects to the Goods that ought reasonably to have been revealed to the Applicant by an examination of the Goods, where the Applicant conducted such an examination before acquiring the Goods; or
 - ii. normal wear and tear due to the course of normal use; or
 - iii. any goods with a serial number removed; or
 - iv. any software applications or programs which relate to the Goods but have not been supplied by The Supplier or any of authorised dealer of the Supplier; or
 - v. accidental damage or damage caused by an extra-ordinary event or circumstance beyond the Purchaser's or anyone else's control including damage caused by:
 - A. environmental factors; or
 - B. natural discolouration of material due to ultraviolet light; or
 - C. crushing, impact with hard surface or damage caused in the transit of the Goods; or
 - D. foreign material, or exposure of the Goods to excessive heat or cold or to solvents, or water entry into the Goods; or
 - E. abnormal Goods performance caused by any ancillary Goods, interference or other external factors; or
 - F. improper or inadequate maintenance or calibration of the Goods; or
 - G. adverse external conditions including electrical power surges, spikes or dips, or fluctuations in voltage or current; or
 - H. interaction with vermin.

4. Limitation of Liability

- a. In this clause **Consequential Loss** means increased costs or expenses, loss of revenue, loss of profit or anticipated profit, loss of business, loss of business reputation, loss of

opportunities, loss of anticipated savings, loss of goodwill, loss or expense resulting from a claim by a third party, special or indirect loss or damage of any nature whatsoever caused by the Supplier's failure to complete or delay in completing the order to deliver the Goods, and

any other loss suffered by a party as a result of a breach of an agreement with the other party that cannot reasonably be considered to arise directly and naturally from that breach.

- b. Apart from any consumer guarantees under the *Australian Consumer Law* or Part 8 of the *Sale of Goods Act 1923* (NSW) (or both) all other warranties express or implied and whether arising by virtue of statute or otherwise are excluded. To the extent permitted by law, all other warranties whether implied or otherwise, not set out in this Warranty are excluded and the Supplier is not liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate the Purchaser for:
 - i. any increased costs or expenses;
 - ii. any loss of profit, revenue, business, contracts, anticipated profit or anticipated savings;
 - iii. any loss of business reputation or goodwill;
 - iv. any loss or expense resulting from a claim by a third party;
 - v. any special, indirect or Consequential Loss or damage of any nature whatsoever caused by the Supplier's failure to complete or delay in completing the order to deliver the Goods; or
 - vi. any other loss suffered by a party as a result of a breach of this Warranty that cannot reasonably be considered to arise directly and naturally from that breach.
- c. The benefits given to the Applicant in this Warranty are in addition to other rights and remedies under a law in relation to the Goods or services to which this Warranty applies.
- d. This Warranty is not applicable outside Australia.

5. Investigation of Claims

- a. All Goods, the subject of a Warranty claim, must be inspected by the Supplier for evaluation post failure at earliest convenience, with only "make safe" work having been rendered to the product, before any Warranty claim is considered or approved.
- b. To make a Warranty claim pursuant to this Warranty, the Applicant must:
 - i. notify the Supplier in writing within 3 days of the alleged defect first coming to the Applicant's notice and within that Period;
 - ii. provide the Supplier all information required, including serial numbers, photos of the alleged defect, and with reasonable evidence of the proof of purchase;

- iii. provide evidence that the Goods have been installed correctly and used in accordance with the Supplier's instructions supplied with the Goods; and
- iv. make the Goods available for inspection by the Supplier, so that The Supplier may determine if the notice of defect or damage is valid and carry out all necessary work with the Goods.

6. Contact Details

- a. To make a claim under this Warranty or to discuss the warranty service, please proceed to the form [HERE](#) or call [1800 656 771](tel:1800656771).