

Seven Year Lighting Installed Limited Warranty

Lumex Lighting (Australia Only)

With your new Lumex installation comes the quality assurance provided by the seven (7) year / 35,000 operational hour Installed Limited Warranty, whichever is the lesser (the "Warranty"),

The warranty is offered to you by Scholz Industries ("Scholz") Pty Ltd of PO Box 5041 Heidelberg West VIC 3081. Lumex is a division of Scholz Industries.

Phone contact: 1300 897 287

This Warranty applies from the date of product purchase of installation for a period of seven (7) years or 35,000 hours of operation, whichever is the lesser thereafter subject to the conditions set in this Warranty.

A. Definitions

In this warranty:

- **Australian Consumer Law** means the Australian consumer law set out in Schedule 2 to the Competition and Consumer Act 2010.
- **Goods** mean the product or equipment that was purchased in Australia and listed in the **Applicable Product Ranges** below.
- **Manufacturer, We** or **us** means Scholz Industries Pty Ltd ABN 92 138 180 935.
- **Supplier** means the authorized distributor or the licensed electrical contractor that sold you the Goods.
- **You** means you, the original end-user purchaser of the Goods.

B. Extent of the Warranty

Covered by a seven (7) year or 35,000 hours of operation installed warranty against manufacturing faults and defects, provided that:

- The site where the product is installed, is registered online at www.lumexlighting.com.au within one month of the invoice date.
- The product is properly installed, and installation is consistent with the manufacturer's instructions, and is installed by suitably trained and qualified installer.
- The product is not subjected to any unauthorized modifications.
- 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.
- The product use is in normal conditions and not exceeding a total of 35,000 hours over the warranty period.

- 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.
- Where a battery product is installed, the warranty period covers 12 months.
- Where SmartSense™ product is installed, the warranty period covers five (5) years for the sensor technology only.

This Warranty DOES NOT COVER:

- Damage caused by acts of god, or other incidents / occurrences beyond the control of Scholz, including without limitation, fire, theft, storms, floods.
- Damage caused by water or other forms of moisture being absorbed by the LED light fitting.
- Damage caused by chemical impact or other abuse including environmental factors, improper cleaning solutions, damage from leaving substances such as bleach on the product.
- Damage or problems caused by the use of an accessory, component or equipment not supplied by Scholz.

C. Extent of the Warranty

- Scholz do not cover freight charges (including insurance) or travelling cost for repairs performed outside the area normally serviced by Scholz or an authorised repair agent.
- Goods that prove defective within the Warranty Period by reason or improper workmanship or faulty material, we may, at our own discretion, either repair or replace the Goods without charge.
- Scholz will pay for:
 - the cost of the LED light fitting
 - labour & equipment involved in the removal and replacement of the original LED lighting fitting installation up to a maximum value of \$20 per fitting (including GST)
- You will be responsible for any other costs associated with or arising out of the repair or replacement.
- In the event of the Goods being replaced during the Warranty Period, the warranty on the replacement Goods will expire on the same date as the Warranty Period of the original Goods they are replacing.
- This warranty is not transferable.
- Any agreed repair works shall be performed in normal business hours, Monday – Friday 8:00am, - 5:00pm by Scholz or as delegated by Scholz.
- All lighting circuits pertaining to the installed warranty site must be surge protected - minimum 2.5kV



D. Applicable Date/Commencement of Warranty

To qualify for repair or replacement installed warranty, the owner must provide the original sales receipt or other documentation acceptable to Scholz which demonstrates proof of purchase of the LED light fitting, clearly showing the date of purchase, address of the Installation and that the Installation was performed by a certified electrician.

The warranty shall commence from the date of product purchase.

No representative, dealer or sales person of any other party is authorised to make any warranty or promise on behalf of Scholz. No terms or conditions other than those stated herein or provided by law, and no agreement or understanding, oral or written, in any way purporting to modify this warranty shall be binding upon Scholz unless made in writing and signed by an authorised representative of Scholz.

The details of the point of purchase, as well as all contact information for warranty claims and queries, are detailed below:

Contact: Scholz Customer Service.

Scholz Industries Pty Ltd.

Address PO Box 5041, Heidelberg West VIC 3081

Phone 1300 897 287

Fax 1300 774 349

Email sales@scholzgroup.com.au

E. Claim Process

The customer claim process is as follows:

1. The customer can lodge a claim through the wholesaler from which goods were purchased or by contacting the company as detailed above.
2. The customer must provide proof of purchase from the supplier and must have registered the site for installed warranty on the lumexlighting.com.au website.
3. The wholesaler/customer must complete the online Warranty Claim Request via the lumexlighting.com.au website.
4. Upon receipt of the warranty request form, Scholz will review the claim and proof of purchase.
5. If accepted as a valid claim within the terms as described in this document, Scholz will provide an equivalent replacement product and arrange labour and equipment involved in removal and replacement of the original LED lighting fitting installation.
6. If goods are to be returned, Lumex will arrange the pickup and return of faulty goods to our warehouse through the wholesaler for further investigation.
7. If the claim is rejected, the customer will be provided with a full explanation and if requested the goods will be returned.

IMPORTANT

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 for 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.

terms and conditions are subject to change, please see our website for more information

