

## Seven Year Warranty Against Defects

### Lumex Lighting (Australia Only)

With your new Lumex installation comes the quality assurance provided by the seven (7) year or 35,000 operational hour Warranty (the "Warranty")

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

Phone contact: 1300 897 287

Subject to the terms of this document, Scholz warrants to the owner of the Installation that Scholz will repair or replace, without charge Lighting product (the "Product") if the Product fails due to any manufacturing defect during the first seven (7) years or 35,000 hours of operation following initial installation.

This Warranty applies from the date of invoice for a period of seven (7) years or 35,000 hours of operation 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.
- **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. Warranty Period and Details

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

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

- Where a third party component is installed within, or as part of, a Lumex fitting, the warranty period is as dictated by the Original Equipment Manufacturer of the third party component.

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 of improper workmanship or faulty material, we may, at our own discretion, either repair or replace the Goods without charge.
- This warranty does not cover any cost related to removal, or reinstallation of the replaced or repaired item. Any parts of the Goods replaced during repairs or any product replaced remain the property of the Scholz Industries.
- 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.

#### D. Applicable Date/Commencement of Warranty

This warranty commences from the date of purchase from the point of purchase from Scholz Industries Pty Ltd. The details of the point of purchase, as well as all contact information for warranty claims and queries, are detailed below:

Contact: Lumex 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 where goods were purchased.
2. The wholesaler/customer must complete the online Warranty Claim Request via the lumexlighting.com.au website.
3. If accepted as a valid claim within the terms as described in this document, Lumex will provide an equivalent replacement product.
4. 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.
5. 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.

