



Versalux Lighting Systems Pty Ltd
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VERSALUX 5/10 YEAR WARRANTY & CONDITIONS.

14. VERSALUX 5/10 YEAR WARRANTY & CONDITIONS:

- 14.1** Versalux guarantees that Versalux branded LED products are free from manufacturing and / or material defects provided they are used in compliance with intended use, for a period of 5 years from the date of invoice. Versalux also guarantees that FAEL LUCE LED products are free from manufacturing and / or material defects provided they are used in compliance with intended use, for a period of 10 years from the date of invoice.
- 14.2** The guarantee offered in clause 14.1 shall only be effective subject to You complying with the following conditions:
- (a) Goods must be installed and used in strict compliance with the relevant specifications and installation instructions relevant to those goods.
 - (b) Any installation and / or assembly work relating to the Goods shall be carried out by a qualified electrical contractor.
 - (c) Temperature and voltage limit values must not be exceeded, and the Goods must not be subjected to mechanical loads which do not comply with its intended use.
 - (d) The Goods must be maintained by qualified technical staff in compliance with any instructions accompanying the Goods.
 - (e) You must establish to Versalux's reasonable satisfaction that you have taken all necessary steps to examine installation factors and mitigate the risk of loss, i.e.: eliminating exposure to extremes of temperature, not covered by insulation, and preventing overvoltage, incorrect installation, surges, and spikes, including lightning strike.
 - (f) In the event of a claim, you shall not tamper with failed goods and must return them in original condition to Versalux for inspection at Your expense.
 - (g) No guaranteed claim will be entertained until the full invoice amount have been paid and the funds have cleared.
 - (h) The Goods supplied have been installed in Australia or New Zealand.
- 14.3** The guarantee offered in clause 14.1 does not cover defects in Goods due to unforeseen events i.e.: accidental circumstance and / or Force Majeure (including electrical surges and lightning) that cannot be ascribed to a defective manufacturing process of the product.
- 14.4** No claims will be accepted under the guarantee offered in clause 14.1 for Goods which have been affected by overheating due to obstruction in the form of insulation or inadequate ventilation within mounting cavity, or operation of exterior luminaires during daylight hours.
- (a) No claims will be accepted under the guarantee if it is deemed that a power ripple signal has affected the operation of the product.
 - (b) No claims will be accepted under the guarantee if the light fittings and components are exposed to an environment where they are adversely affected by conditions not previously known to have been present.
- 14.5** Where Versalux accepts a claim under the guarantee offered in clause 14.1 in relation to Goods, Versalux shall be free to decide in its absolute discretion whether to repair or replace the Goods with the same or an equivalent Goods subject to the technological progress that has taken place from the release of the original Goods or refund the price for the Goods. In the event of a manufacturing or material defect, the goods will be replaced, entirely or partly, or repaired at Versalux's sole discretion. The maximum liability of Versalux (subject to Clause 12 hereof) is limited to the invoice value of the goods. Removal and return of goods to Versalux's factory is at Your cost.