

# INLITE PTY LIMITED

## WARRANTY

### WARRANTY

- This warranty applies to luminaire products containing LED's (light emitting diode) only, when:
  - they are purchased new and unused:
    - in Australia; and
    - from Inlite Pty Ltd (we, us) or our authorised distribution channels in Australia; and
  - installed and used in accordance with:
    - the product specifications; and
    - 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.
- The standard warranty period is five (5) years from the date of sale by Inlite Pty Limited.
- 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

- This warranty does not cover:
  - the decrease of total lumen output over time that is consistent with industry standards;
  - consumables;
  - 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
  - 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:
  - your failure to appropriately maintain the product installation according to the product specifications and operating guidelines;
  - the defect claimed has arisen for reasons other than faulty or defective parts or workmanship;
  - the damage or failure is caused by:
    - normal wear and tear;
    - misuse, negligence, abuse, accidental damage, crash or drop;
    - incomplete or improper handling, installation or maintenance;
    - food or liquid spills or immersion in liquid;
    - vermin or insect infestation;
    - installation or repairs carried out by an unauthorised or unqualified tradesperson;
    - installation of the goods other than in accordance with the product specifications or other than in accordance with the correct voltage;
    - problems, including flickering, due to the addition of peripherals, or incompatible cable connections, dimmers, sensors;
    - the alteration or modification of the product before or after installation; or
    - theft, fire, flood, strikes, riots or industrial action.

### MAKING A WARRANTY CLAIM

- 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:	<a href="mailto:nsw@inlite.com.au">nsw@inlite.com.au</a>
Victoria:	<a href="mailto:vic@inlite.com.au">vic@inlite.com.au</a>
Queensland:	<a href="mailto:qld@inlite.com.au">qld@inlite.com.au</a>
Western Australia:	<a href="mailto:wa@inlite.com.au">wa@inlite.com.au</a>

- Please ensure that you provide us with the following information:
  - name or model number of the product;
  - serial number of the product;
  - your name, contact address, email and telephone number;
  - details about the original proof of purchase (e.g. purchase invoice or receipt) and confirmation you are holding original proof of purchase; and
  - a description of the fault or defect.
- To make a warranty claim, you must, at your expense:
  - attach to the faulty or defective product the Goods Return Authority given to you by us;
  - send to us at the address notified by us as noted on the Goods Return Authority:
    - the faulty or defective product;
    - your original proof or purchase; and
    - all accessories, instructions, specifications or other material supplied with the product.
- We will not accept any returned products which have not been sent to us strictly in accordance with terms and conditions of this warranty.
- We will notify you whether we accept the returned product within a reasonable time of its receipt.
- We will examine the product sent to us.
- If the product is faulty or defective and satisfies the requirements and conditions of this warranty, we will, at our option:
  - repair the faulty or defective product;
  - replace the faulty or defective product; or
  - refund the cost of the faulty product to you by electronic funds transfer to the bank account that you give us for this purpose.
- If the original product is not repairable or is no longer available, we will, at our option, either:
  - replace the faulty or defective product with a similar product of equivalent quality and performance; or
  - refund the cost of the faulty product to you.
- 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 Pty Ltd's 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 Pty Ltd'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.
18. 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;
    - (ii) 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

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

<b>Name:</b>	Inlite Pty Ltd (ACN 006 405 536)
<b>Business Details (by State):</b>	
New South Wales:	<a href="mailto:nsw@inlite.com.au">nsw@inlite.com.au</a> 44-46 Chippen Street, CHIPPENDALE NSW 2008 02 8384 1000
Victoria:	<a href="mailto:vic@inlite.com.au">vic@inlite.com.au</a> 80 Balmain Street, RICHMOND VIC 3121 03 8394 1999
Queensland:	<a href="mailto:qld@inlite.com.au">qld@inlite.com.au</a> Level 1, 54 Berwick Street, FORTITUDE VALLEY QLD 4006 07 3621 9290
Western Australia:	<a href="mailto:wa@inlite.com.au">wa@inlite.com.au</a> Level 1, 54 Berwick Street, FORTITUDE VALLEY QLD 4006 07 3621 9290

*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.*

# INLITE

## TERMS AND CONDITIONS

### 0. DEFINITIONS

- 0.1 'Seller' means Inlite Pty Ltd, 44-46 Chippen St Chippendale NSW 2008
- 0.2 'Buyer' means the company or person who purchases Goods from the Seller
- 0.3 'Goods' means the articles to be supplied to the Buyer by the Seller

### 1. GENERAL

- 1.1 These terms and conditions constitute the entire agreement between the Seller and the Buyer, relating to the Goods purchased by the Buyer, to the exclusion of all other agreements, warranties or understandings. The Buyer's submission of a purchase order shall represent an acknowledgement and acceptance of these terms and conditions.
- 1.2 It is the Buyer's responsibility to obtain any licenses or permits necessary to comply with this agreement.
- 1.3 Any description, data, specification, performance figure, drawing, dimension or weight applied to the Goods in catalogues, price lists or advertisements are an identification only and do not constitute a sale by description. For avoidance of doubt the Buyer hereby affirms that it does not rely on any description when entering into this agreement.

### 2. LEASING

If the Buyer intends to lease all or any of the Goods covered by this agreement, he must, at the time of entering into the agreement notify the Seller of the name of the leasing company and the name of its executives who are handling the leasing arrangements. The Seller is not obligated to deliver any Goods, intended to be leased, until the leasing formalities have been completed and the Seller has been duly authorised by the leasing company to deliver the Goods.

### 3. PRICE

- 3.1 Prices are quoted on the full quantity of Goods specified.
- 3.2 All prices are exclusive of GST and applicable GST is separately itemised.
- 3.3 Prices do not include lamps, special packaging, installation or insurance unless specifically ordered or included in the quoted price.
- 3.4 Prices quoted are subject to delivery within 60 days from placement of order. If the delivery of Goods exceeds 60 days then the Seller is entitled to adjust the pricing in accordance with, but not limited to, increases in taxes, duties or exchange rates.

### 4. TERMS OF PAYMENT

- 4.1 Where credit is approved by the Seller for the Buyer payment of the price, GST and any other applicable costs shall be due within 30 days of the date of the invoice supplied by the Seller.
- 4.2 For orders totaling \$10,000.00 net value or less, where no credit has been offered, payment is to be made in full by the Buyer at the placement of order.
- 4.3 For orders totaling more than \$10,000.00 net value a 50% deposit is to be paid by the Buyer, at the placement of order, with the remaining balance to be paid on demand when the order or partial order is ready for shipment.
- 4.4 If any payment is not paid in accordance with this agreement by the due date the Seller shall be entitled to:
  - 4.4.1 Terminate this contract with the Buyer or any other existing contracts that are with the Buyer.
  - 4.4.2 Stop production or refuse to make delivery of any undelivered goods without incurring any liability whatever to the Buyer for non-delivery or any delay in delivery.
  - 4.4.3 Charge the Buyer interest on overdue invoices from the date the invoice was due. Interest will be charged on a day-to-day basis at a rate of 20% per annum. Payments made by the Buyer after this point will be allocated first to interest charges then to outstanding invoices, in the order that they were issued to the Buyer.
  - 4.4.4 Charge the Buyer for all costs incurred for collection of overdue invoices (including any fees payable to a collection agency).

### 5. DELIVERY, RISK AND PROPERTY

- 5.1 Standard shipping from the Seller's Victorian Warehouse to the Buyer's nominated address in all Australian capital cities is included in the quoted price.
- 5.2 Delivery outside capital cities within Australia will be subject to quotation on a case-by-case basis.
- 5.3 Any order under \$500.00 net value will be charged a \$25.00 minimum handling fee.
- 5.4 The Seller will ship all Goods to the Buyer with the carrier and route of their choice.
- 5.5 All Goods are shipped at the Buyer's risk. The Seller is not liable for any loss of Goods or damage to Goods during transportation. It is the responsibility of the Buyer to check the quantity of Goods and its packaging condition before accepting the Goods and if necessary report discrepancies or damage promptly to the carrier.
- 5.6 If the Buyer requests partial shipments of an order then the Seller will pay for the initial shipment after which all further shipments will be paid for by the Buyer at their own expense.
- 5.7 If after 7 days from the date of which the Goods are ready for shipment the Seller is unable to deliver the Goods due to the actions or circumstances under the control of the Buyer, then the Seller shall be entitled to place the Goods in storage and the Buyer shall be liable for any expense associated with such storage.
- 5.8 The Seller shall use their best endeavors to deliver the Goods within the quoted delivery time. However, quoted times are an approximate and do not constitute a term of this agreement.
- 5.9 If the Seller has not received payment in accordance with this agreement the Seller is entitled to retake possession of the Goods and to do so is authorised to enter into any premises of, or in occupation or controlled by the Buyer. The Buyer shall indemnify the Seller against liability for enacting lawfully any provisions of this clause of the agreement.

### 6. CANCELLATION OF ORDERS

Cancellation requests will be considered on a case-by-case basis, depending on the type of goods and time frame. All cancellations are subject to the minimum cancellation charge of 50% of the whole price as agreed to on the purchase order.

**7. RETURNS**

- 7.1 Return of goods requests for non-damaged goods will be considered on a case-by-case basis. All return requests must be lodged in writing with the Seller within 7 days from receipt of Goods received.
- 7.2 Where the Seller agrees to accept the return of Goods that are not damaged the Buyer will be responsible for the cost of return shipment and will ensure that the Goods are carefully packaged to avoid any damage in transit. The seller will not be obliged to accept any Goods that are damaged in any way or that are received after 14 days from approved return of goods request.
- 7.3 The Seller will charge the client a 50% re-stocking fee on the total price of returned Goods.
- 7.4 The Seller will only accept the return of standard current Goods. Any Goods that have been customised or modified in any way for the Buyer are not returnable to the Seller.

**8. INSPECTION AND ACCEPTANCE**

Upon delivery of Goods the Buyer shall inspect Goods and all costs associated with such inspection shall be at the expense of Buyer, whether such inspection includes installation or testing. The Buyer shall give written notice to the seller within 7 days of delivery of any non-conformity to the terms and conditions of this contract and failure to do so shall constitute an irrevocable acceptance of the Goods by the Buyer.

**9. FORCE MAJEURE**

The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of machinery or shortage or unavailability of raw materials from a natural source of supply, and the Seller be entitled to reasonable extension of its obligations. If the delay persists for such time as the seller considers unreasonable, it may, without liability on its part, terminate the contract.

**10. WARRANT AND LIABILITY OF SUPPLIER**

- 10.1 Seller's usual written warranty shall apply in respect of the Goods.
- 10.2 If the goods are not a kind ordinarily acquired for personal domestic or household use the liability of Seller for breach of any condition or warranty implied by the trade practices act 1974 (other than by section 69) shall be limited to one of the following at the Seller's choice:
  - 10.2.1 the replacement of the Goods or the supply of equivalent Goods; or
  - 10.2.2 the repair of the Goods; or
  - 10.2.3 the payment of the cost of replacing the Goods or the acquiring equivalent Goods; or
  - 10.2.4 the payment of the cost of having Goods repaired.
- 10.3 Buyer shall assume all risk and liability resulting from the use of the Goods either alone or in conjunction with other Goods or materials even if Seller had or should have had prior knowledge of the use to which the Goods were to be used.
- 10.4 Seller warrants that the Goods or parts of the Goods manufactured by it are free from defects in design, materials and workmanship. Seller's liability under this warranty shall be limited to the repair or replacement free of charge at a selected warehouse of the Seller's choice. All defective Goods or parts must be returned to the Seller within 7 days from receipt of Goods received. Buyer will be responsible for the cost of return shipment and will ensure that the Goods are carefully packaged. Seller shall not be liable for any defect which is due to accident, fair wear and tear, negligent use, tampering, improper handling, improper operation or improper storage or any other default on the part of any person other than the Seller.
- 10.5 The seller's designs and drawings may not be reproduced or disclosed to any third party without the Seller's written consent. The Buyer may not without the seller's consent copy or enable others to copy any Goods or part thereof by Seller.

**11. MISCELLANEOUS**

- 11.1 The Buyer agrees that he is liable for all obligations outlined within this agreement.
- 11.2 If the person signing this agreement is not the Buyer, the person signing this agreement hereby warrants that they are duty authorised by the Buyer to enter into this agreement as agent or director for the Buyer.
- 11.3 All notices served to the buyer shall be deemed served if left at or sent by ordinary prepaid post to the last known address of the Buyer. Buyer shall be deemed to have received any notice two days after posting.
- 11.4 This contract shall be governed by and is construed in accordance with the laws of Victoria and the courts of Victoria shall have exclusive jurisdiction in all matters arising here from.