

CLEVERTRONICS PRODUCT WARRANTY STATEMENT - AUSTRALIA

This document sets out the express warranties that apply in respect of Clevertronics Pty Ltd (ACN 136 264 349) as trustee for the Clevertronics Unit Trust (**we, us or our**) products sold by us or any of our authorised resellers to each end user customer (**you or your**) in Australia (**products**).

1. Consumer guarantees

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.

The benefits conferred by this document are in addition to all rights and remedies which you may have under the Australian Consumer Law, and any other statutory rights you may have under other applicable laws. This document does not exclude, restrict or modify any such rights or remedies. The statutory rights and remedies may continue to apply after an express warranty provided under this document has expired.

2. Clevertronics express warranty

Subject to the conditions set out in in this section and the exclusions set out in section 3, we warrant that each product described in the second column in each of the tables below will be free from defects in materials or workmanship for the relevant period set out in the third column.

Unless otherwise stated, all warranty periods commence from the date of invoice.

Where the manufacturer of a component incorporated in any product provides us an extended warranty in relation to the component supplied by them, we will take reasonable steps to endeavour to pass the relevant extended warranty through to you.

Subject to the terms of this document, if a claim is made in accordance with section 4 during the applicable warranty period, and the relevant product is found to be defective, we will, at our option, either repair or replace the defective product.

Economy, LP, L10 and Non-emergency Products

Clevertronics product range	Product/s covered	Warranty period
Economy range	All products in the Nicd Economy range (excluding fluorescent lamps).	12 months - Only LED lamps covered; all other lamps excluded.
	All products in the Lithium Economy range.	24 months - Only LED lamps covered; all other lamps excluded.
LP range	All products in the LP range (including Clevertest, Zoneworks and DALI products), excluding fluorescent lamps and battens.	36 months Note: - Only LED lamps covered; all other lamps excluded. - Lifelight and Lifelight Pro ranges (non-maintained) include lifetime lamp head warranty.
	Battens and Bunkalites - Fluorescent Standard Range - Fluorescent PRO (-A2) Range - LED Tube Range - Argonaut Standard and PRO Range	12 months for general lighting components; 36 months for LP emergency lighting components. 24 months for general lighting components; 36 months for LP emergency lighting components. 36 months for LED tubes; 36 months for LP emergency lighting components. 60 months for general lighting components; 36 months for LP emergency lighting components.

	- Bunkalites	60 months for general lighting components; 36 months for LP emergency lighting components. Note: fluorescent lamps excluded.
NiCd Integral Battery Freezer Products	Integral battery freezer products with NiCd batteries	24 months.
L10 range	All products in the L10 range (including Clevertest, Zoneworks and DALI products), excluding fluorescent lamps.	60 months Note: - Only LED lamps covered; all other lamps excluded. - L10 Lifelight and Lifelight Pro ranges (non-maintained) include a lifetime lamp head warranty.
	Battens - Fluorescent PRO (-A2) range - LED Tube range - Argonaut Standard and PRO range	24 months for general lighting components; 60 months for the L10 emergency lighting components. 36 months for LED tubes; 60 months for L10 emergency lighting components. 60 months for the general lighting components; 60 months for L10 emergency lighting components. Note: fluorescent lamps excluded.

Non-emergency (240V) Batten and Bunkalites	- Fluorescent Standard range	12 months for general lighting components.
	- Fluorescent PRO (-A2) range	24 months for general lighting components.
	- LED Tube range	36 months for LED tubes.
	- Argonaut Standard and PRO Range	60 months for general lighting components.
	- Bunkalites	60 months for general lighting components.
	- Circlite	12 months for general lighting components.
		Note: fluorescent lamps excluded.

The express warranties set out in the table above are provided on a 'back to base' basis. This means that you are responsible (at your cost) for delivering the relevant product/s to us, and collecting the repaired or replacement product/s from us, in each case at the location/s notified by us.

Zoneworks On-Site Warranty

Warranty type	Product/s covered	Warranty period
Zoneworks On-Site Warranty – LP Products	Zoneworks computerized emergency lights commissioned by Clevertronics.	Lesser of: <ul style="list-style-type: none"> - defects liability period that applies in relation to the applicable project contract under which Zoneworks is installed; and - 24 months.
Zoneworks On-Site Warranty – L10 Products	Zoneworks computerized L10 emergency lights commissioned by Clevertronics.	Lesser of: <ul style="list-style-type: none"> - defects liability period that applies in relation to the applicable project contract under which Zoneworks L10

Warranty type	Product/s covered	Warranty period
		is installed; and - 36 months.

The express warranties set out in the table above:

- (a) are provided on the basis that warranty periods commence from when we first invoice the relevant Zoneworks products to site;
- (b) are provided on an 'on-site basis'. This means that, subject to the terms set out below, we will arrange (at our cost) for the defective product/s to be repaired or replaced at the premises where they are installed;
- (c) only apply to the extent defects are identified during initial product commissioning and / or on each occasion scheduled testing of emergency luminaires and exit signs is completed at 6 monthly intervals during the applicable warranty period. Call-outs for failures which are identified or occur outside of initial product commissioning or scheduled testing are not covered by the Zoneworks On-Site Warranty;
- (d) only apply to sites located within a 100km of the GPO of Sydney, Melbourne, Brisbane, Perth, Hobart, Darwin, Canberra and Adelaide. Please contact your Clevertronics Representative if your site is outside these areas ; and
- (e) are subject to you arranging (at your cost) for the installing contractor to:
 - (i) supply a suitably experienced representative with detailed knowledge of the site to be available on site at all times reasonably required by us to provide such assistance as we reasonably require;
 - (ii) supply any special lifting equipment required to access high level emergency luminaires not accessible with a 2 metre step ladder. The high level emergency luminaires under warranty will be removed by the installing contractor for repair/replacement by our on-site personnel.

The following conditions apply to the Zoneworks On-Site warranties:

- (a) all on-site warranty work will be carried out between the hours of 6am and 6pm Monday-Friday (excluding public holidays). Work outside these hours will be charged at the difference between our standard 6am-6pm hourly rate and the applicable after-hours rate (the after-hours rate varies depending on the specific work time). Please confirm the applicable rates with your Clevertronics representative;
- (b) you are required to provide our on-site personnel (and the installing contractor's representative) with, or arrange, free, uninhibited access to the site at times nominated by us. Failure to provide this access will result in charges relating to the time incurred waiting for access at our applicable standard hourly rate; and
- (c) delays associated with incorrect labelling, incorrect positions on drawings or changes/alterations (including wiring and other general luminaires that affect communications or performance) will be charged at our applicable standard hourly rate.

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3. Warranty exclusions

The express warranties set out in section 2 above do not apply:

- (a) where you bought the product for resale;
- (b) where a defect or other issue with a product is caused by normal wear and tear, misuse or abuse of the product;
- (c) to any defect or other issue which is a result of installation, repair, alteration or modification not carried out in accordance with our directions or guidelines;
- (d) where the product is damaged as a result of it being incorrectly installed or being used for a purpose for which it not designed, sold or otherwise not in accordance with any directions for installation and use;
- (e) to any defect or other issue which is a result of electricity supply problems, lack of user care, incorrect power supply or power surge;
- (f) to the extent that you or any installing contractor fails to comply with the requirements of the Clevertronics Zoneworks Emergency Lighting Pre-Installation Guide and Conditions published by Clevertronics from time to time;
- (g) when parts requiring replacement due to normal wear and tear including lamps are not replaced in a timely manner; or
- (h) in respect of any:
 - (i) software (other than Zoneworks), loss of data or computer viruses;
 - (ii) damage to the ZSERV or emergency luminaires due to or power surge; or
 - (iii) damage caused by flood, fire, lightning or corrosion; or
 - (iv) damage caused by operator error, equipment misuse, negligence or an unsuitable environment.

In no circumstances we will be liable for any loss which you suffer or incur from or in connection with your purchase or use of any product where the loss is beyond the normal measure of damages including any indirect or consequential loss, loss of reputation, loss of profits, loss of actual or anticipated savings, loss of bargain and loss of opportunities however arising (including for any negligence or otherwise), and regardless of whether we knew or ought to have known that it was possible or foreseeable that you would incur such loss.

4. How to make a claim

To make a claim under an express warranty set out in this document, you must:

- (a) call us on the number, or email us at the address, in the State where the relevant products are installed as set out in section 5 below to notify us of your claim as soon as reasonably practicable and no later than 7 days after you first become aware of the circumstances giving rise to the claim;
- (b) provide us with reasonable details in relation to your claim (including the product serial number and proof of purchase);
- (c) unless claiming under an 'on-site warranty', return the relevant product to us (at your cost) at 195 Chesterville Road, Moorabbin, Victoria or any other address notified by us, where practicable, in its original packaging and arrange for the repaired or replacement product to be collected from us (at your cost) in a timely manner; and
- (d) if required by us, provide us or any person nominated by us reasonable access to the premises at which the relevant product is located at times nominated by us so that we can inspect the product.

5. Contacts

If you have any queries in relation to the terms of this document, or wish to make a claim under an express warranty set out in this document, please contact:

Clevertronics Pty Ltd
195 Chesterville Road, Moorabbin,
Victoria, 3189

New South Wales
Tel: 02 8805 6400
Email: statemgrnsw@clevertronics.com.au

Queensland
Tel: 07 3442 9700
Email: statemgrqld@clevertronics.com.au

South Australia and Northern Territory
Tel: 08 8301 8800
Email: statemgrsa@clevertronics.com.au

Victoria and Tasmania
Tel: 03 9559 2700
Email: statemgrvic@clevertronics.com.au

Western Australia
Tel: 08 9248 3720
Email: statemgrwa@clevertronics.com.au

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