

## CLEVERTRONICS PRODUCT WARRANTY STATEMENT - AUSTRALIA

This document sets out the express warranties that apply in respect of Clevertronics Pty Ltd (ACN 136 264 349, ABN 64 136 264 349) (**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 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 with 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.



### Trade Series - Emergency Lighting Range

Product range	Product/s covered (including all consumables)	Warranty period
Trade Series – Economy Exit and Emergency Range	Spirit, Boxlite, Nifty, Glider	3 years
Trade Series – Premium Economy Exit and Emergency Range	Cleverfit, Lifelight, Lifelight SM, Ultrablade Pro, Supalite, Supalite Weatherproof, Jumbo, Weatherproof Universal Exit	5 years
Trade Series – Batten range	EPIC, ARGO, Argonaut Quantum, Odyssey Diffused, Odyssey Wire Guard, Bare LED	3 years
Trade Series – Circulars and Bulkheads	Circlite (CIRC-EM range)	5 years

### LP Premium Lithium - Emergency Lighting Range

Product range	Product/s covered (including all consumables)	Warranty period
LP Premium – Exit and Emergency range	Cleverfit, Cleverfit PRO, Swingblade, Ultrablade PRO, Jumbo, Gigantor, Weatherproof Exits, Lifelight, Lifelight PRO, Supalite	6 years
LP Premium – Batten range	ARGO, Argonaut, Argonaut PLUS, Argonaut PRO, EPIC, Odyssey	6 years
LP Premium – Circulars and Bulkheads	Circlite (CIRC range), Bunklite, Argonaut Square	6 years

### L10 Nanophosphate - Emergency Lighting Range

Product range	Product/s covered (including all consumables)	Warranty period
L10 Nanophosphate - Exit and Emergency range	Cleverfit, Cleverfit PRO, Swingblade, Ultrablade PRO, Jumbo, Weatherproof Exits, Low-Temperature Exits, Vandal Resistant, Lifelight, Lifelight PRO, Supalite, Form	10 years
L10 Nanophosphate – Batten range	Argonaut, Argonaut PLUS, Argonaut PRO, Argonaut Vandal, Bare LED, Odyssey	10 years

### Non-Emergency Range (240v)

Product range	Product/s covered (including all consumables)	Warranty period
Battens	EPIC, ARGO, Argonaut Quantum, Argonaut PLUS, Odyssey Diffused Quantum, Odyssey Wire Guard	5 years
Battens	Argonaut PRO, Argonaut Vandal	6 years
Circulars & Bulkheads	Bunkalite	5 years
	Circlite (CIRC range)	5 years

### 24V Temporary range



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Product range	Product/s covered	Warranty period
24V Temporary – Exit range	24V Temporary Exits	3 years
24V Temporary – Batten range	24V Weatherproof 1200m	3 years
24V Temporary – Power Supply	Temporary weatherproof 24V DC Power Supply	1 year
24V Temporary – Components	Cables, connectors	1 year

#### Parts

Product range	Product/s covered	Warranty period
Spare parts	E.g. Printed circuit assemblies, batteries, LED control gear, LED strips/light modules	1 year

#### Zoneworks Components

Product range	Product/s covered	Warranty period
Zoneworks XT Powerline	Servers, Controllers, Repeaters, Bridges	3 years
Zoneworks XT HIVE	Servers	3 years
Zoneworks XT HIVE - LP	Controllers, Repeaters	6 years
Zoneworks XT HIVE – L10	Controllers, Repeaters	10 years

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



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Warranty type	Product/s covered	Warranty period
Zoneworks On-Site Warranty – LP Products	Zoneworks computerised emergency lights commissioned by Clevertronics.	Lesser of: - defects liability period that applies in relation to the applicable project contract under which Zoneworks is installed; and - 2 years.
Zoneworks On-Site Warranty – L10 Products	Zoneworks computerised L10 emergency lights commissioned by Clevertronics.	Lesser of: - defects liability period that applies in relation to the applicable project contract under which Zoneworks L10 is installed; and - 3 years.

The express Zoneworks on-site warranty 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 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.



### 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 will we 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 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 1 Caribbean Drive Scoresby, Victoria 3179, or place of purchase, 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



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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:

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<b>New South Wales</b>	<b>Queensland</b>
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