



WARRANTY INSTRUCTIONS:

For the purpose of warranty claims (if any) the following instructions apply: Warranty period - The components are provided with a warranty of TEN (10) years against manufacturing defects or failure to perform to specifications for products installed by an authorised installer in accordance with the manufacturer's installation instructions and which have not been subject to incorrect operation or maintenance, unauthorised modification or damage arising from any intervening cause. Warranty reference date - Commences from the date of purchase. Warranty point of contact - Innovation with Energy PTY LTD, 19 Tepko Road, Terrey Hill, 2084. Phone. 02 9986 2396.

WARRANTY CLAIM PROCEDURE:

For the purpose of making a claim the customer must:

1. Contact the IWE Group via phone ((02)9986 2396) or email (info@iwegroup.com.au).
2. Download the claim form from www.iwegroup.com.au
3. Complete form and return it to IWE Group including proof of purchase invoice and the freight invoice.

WARRANTY

1.1 The Seller warrants the goods sold for a period of 10 years, details of warranty set out in clause 1.1.1, from the date of invoice. Any such warranty is subject to the Seller being satisfied that the goods were defective by reason of faulty workmanship or materials and the adherence by you. We will make good by repair or, at our option, by the supply of a replacement, any fault which under proper use appears in the goods within the warranty period of these Conditions and is found on examination by us to be solely due to poor workmanship or defective materials; provided that the defective part is promptly returned, carriage paid, with all identification numbers and marks intact, to our works or, if appropriate to the dealer who supplied the goods.

1.1.1 Details of warranty – excluding IWE products installed in the Mining, Construction & Lighting Towers sector. Please see 1.1.2 for details of these warranties

WARRANTY PERIOD - 10 years

0- 5 Years	5 - 10 Years
Light replacement or repair	Light repair
Freight covered if warranty claim is approved	Freight not covered
Labour recovery	Labour Not Covered
<ul style="list-style-type: none"> • Removal of light max AUD \$80 per light • Re-installation of light max AUD \$80 per light 	

1.1.2 Details of warranty – Mining, Construction & Lighting Towers

WARRANTY PERIOD - 3 years

- Light replacement or repair
- Freight not covered
- Labour costs for (de-)installation **not** covered

1.2 The Seller warrants that any new equipment manufactured by it will be within the Seller's specification and free from defects in material and workmanship for a period of 10 years, as per clause 1.1.1, after delivery of the goods to the Purchaser by the Seller. The Seller accepts responsibility for the repair or, at its option, replacement of the goods, pursuant to this warranty provided that:

1.2.1 investigation and factory inspection by the Seller discloses that such defect developed under normal and proper use; and **1.2.2** any equipment claimed to be defective will, if requested by the Seller, be returned to the Seller's nominated premises with transportation charges to be paid for by the Purchaser. Where a warranty claim is approved, Innovation with Energy PTY LTD will pay for freight expenses as per clause 1.1.1.

1.3 The Purchaser's attention is drawn to Section 64A of the Australian Consumer Law ("the ACL") which has the effect of enabling suppliers in respect of contracts for the supply of goods or services, not being goods or services of a kind ordinarily acquired for personal, domestic or household use or consumption to limit their liability in certain circumstances for breach of certain of the conditions and warranties implied by the ACL.

1.4 Subject to the qualifications contained in Section 64A of the ACL should the Seller be liable for breach of an implied condition or warranty the Seller's liability for such breach shall be limited to:

1.5 In the case of goods, any one of the following is determined by the Seller:

1.5.1 The replacement of the goods or the supply of equivalent goods;

1.5.2 The repair of the goods;

1.5.3 The payment of the cost of replacing the goods or of acquiring equivalent goods; or

1.5.4 The payment of the cost of having the goods repaired.

1.6 The Purchaser expressly acknowledges and agrees that the above remedies in Clauses 1.5 are fair and reasonable.

1.7 Except where the Purchaser is taken to have acquired equipment as a consumer under the State or Commonwealth laws, in no event shall the Seller be liable for any indirect, special or consequential damages such as, but not limited to, economic loss howsoever caused and in any and every case the liability of the Seller shall be limited in the manner prescribed in this Clause 1.

1.8 Any express or implied warranty given by the Seller in respect of the goods sold is subject to and conditional upon:

1.8.1 The proper storage installation and use of the goods; and

1.8.2 The goods being used only for the purpose for which it was designed and not for any other purpose.

1.9 All repairs relating to any claim for defective goods shall be carried out by the Seller or its authorised/appointed agents.



If any work or servicing is carried out or attempted by any unauthorised agent or repairer, then this shall void any warranty given by the Seller. The Seller is not liable for any cost incurred through diagnosis, troubleshooting, removal or reinstallation of the product.

1.10 Any modification or alteration of the goods or any alteration or removal of the manufacturer's labels shall void any warranty given by the Seller.

1.11 The Seller does not warrant that the goods are fit for any purpose unless the goods are properly installed and used.

1.12 The Seller accepts no responsibility for the performance or fitness of the goods where the goods have not been properly installed in accordance with the manufacturer's installation instructions or where they have been used for any purpose other than that for which they were designed.

1.13 The Seller warrants the goods are of merchantable quality at the time of the sale but gives notice that improper installation, handling or storage may adversely affect the quality of the goods.

1.14 The Purchaser acknowledges receiving notification from the Seller that unless the goods are installed in a proper and workmanlike manner and in accordance with the manufacturer's installation instructions, then the goods may not be fit for the purpose for which they were designed and/or may be hazardous.

1.15 To the full extent permitted by law, but subject always to the above terms, all conditions, warranties and representations not expressly contained herein are hereby expressly negated and excluded. Notwithstanding, the rights given under the Seller's warranty, sit alongside the consumer guarantees imposed at law.

1.16 The Purchaser expressly warrants that it has made all necessary enquiries and has satisfied itself as to the fitness and suitability of the goods (including but not limited to the description, quality and quantity ordered) for the purpose required by the Purchaser and relies solely on those enquiries. No warranty is given by the Seller that the goods are suitable or fit for the purposes required by the Purchaser.

1.17 The Purchaser will be responsible for immediate examination of the goods after arrival at place of delivery or at the time of collection and the Seller shall, except as may otherwise be provided by law, not be liable for any claim to which it would otherwise be liable in respect of damaged goods including goods damaged in course of transit unless particulars of such claim are notified to the Seller in writing within three (3) working days after arrival of the goods at the place of delivery and subject to Clause 1.17.1 of these Conditions.

1.17.1 Please examine goods before signing for delivery, damages and shortages must be notified to us and the carrier within three (3) days of delivery.

1.18 The Purchaser acknowledges that all written instructions, manuals and specifications provided by the Seller must be carefully read and understood by the Purchaser. The Purchaser must follow all instructions and recommendations therein. Any failure by the Purchaser to strictly comply with all instructions, directions or recommendations shall void any warranty given by the Seller.

1.19 Where the goods are to be resold by the Purchaser to a third party it is an essential term of this agreement for the sale of goods that the Purchaser shall provide to that third party all written instructions, manuals and specifications, which it has received from the Seller and shall obtain that third party's agreement to also comply with all instructions, directions and recommendations.

1.20 The Purchaser hereby indemnifies the Seller and shall save the Seller harmless from any claim or proceeding against the Seller (whether by the Purchaser or any third party) claiming loss or damage resulting, arising or relating to:

- a. Any improper handling or storage of the goods by the Purchaser;
- b. Any improper installation by the Purchaser;
- c. Any improper use of the goods or any use for a purpose other than that for which the goods were designed; or
- d. In the case of a resale by the Purchaser - any failure by the Purchaser to notify its own buyer of the requirements for the correct use and installation of the goods including compliance with clause 1.19 of these Conditions.

Disclaimer

The Seller disclaims all responsibility or warranties concerning merchantability or fitness where:

1. The good have not been properly stored, installed or used.
2. The goods have been used for a purpose for which they were not designed.
3. The purchaser has not complied with instructions from the Seller in regards to the installation and use of the goods.

A Purchaser intending to re-sell the goods must inform the buyer of the necessity of proper installation and use.

MAINTENANCE:

Product maintenance is IMPORTANT and is critical to the products designed performance. The product is to be maintained in accordance with the manufacturer's instructions. The supply must be isolated before opening or accessing the luminaire.

Light performance may be impacted by local environmental conditions including but not only build-up of contaminants such as dirt, sea mist and air born pollution. Do not use high pressure cleaners. Do not use any abrasives or chemicals. Use a soft damp cloth to wipe down glass to maintain peak optical performance.