

WARRANTY STATEMENT

Where the Goods manufactured by Elettra Products are found to be defective, Elettra Products shall repair, or in its sole discretion, replace defective Goods free of charge within twelve months from the date of delivery, subject to the following conditions:

The Customer notifying Elettra Products in writing;

The defect being due to the faulty design, materials or workmanship of Elettra Products

The Goods have not suffered or been subject to use other than for their intended purpose, undue wear and tear, accident, miss-use, improper application or installation, neglect, insect or vermin infestation, overloading, failure to clean and/or improper cleaning or improper storage.

The Goods have not been damaged by force-majeure, electrical surges, lightning, powder grid fluctuations, water or by connection to alternative power supply sources (such as solar inverters, batteries etc).

That Elettra Products be provided with a copy of the Certificate of Compliance/Electrical Safety for installation as required by State and Territory Laws.

The Goods returned to Elettra Products factory for assessment appropriately packaged to prevent further damage.

Where the Goods are replaced pursuant to this Warranty, the replacement Goods will be subject to the warranty terms and warranty commencement date of the original Goods.

Elettra Products will not be liable for any losses or expenses incurred by the Customer or Consumer in relation to the Goods or making a claim under this warranty including without limitation any costs associated with installation, removal, reinstallation or transporting of the Goods.

Elettra Products will not be held liable in any fashion in respect of Goods used after notice has been given that the Goods are defective.

The warranty does not cover damage to property.

The warranty shall be immediately void if the product is altered in any way from the configuration it is supplied. This includes changing lampholders, removing canopies from 240v fittings, changing the type of suspension or wiring, painting or powder coating, drilling or punching holes, adding accessories other than to products designed for accessories.

The warranty shall also be void if the Goods are installed incorrectly, and/or by persons other than a licensed electrician.

<u>No</u> warranty is given in respect to Goods manufactured to the Customers' specifications or utilising Customer supplied components. Where Goods are supplied to the Customer's specifications or utilising supplied components, Elettra Products accepts no liability for any defects in the goods which meet that specification and the Customer shall indemnify Elettra against all actions, claims, costs and proceedings, in respect of such Goods including claims that the specification or Goods infringe(s) any patent, registered design, copyright or other industrial or intellectual property right of any third party. Elettra gives no warranty as to the fitness for any particular purpose of Goods so supplied to the Customer's own specification and accepts no liability for clerical or stenographical errors on any drawings of specification provided by the Customer.

All accepted returns, will include restocking fee of 30% plus the cost if any of a transport service, payable to Elettra Products for processing such returns.