

## Extended 5 year warranty ZG Lighting Australia

Pursuant to the detailed conditions herein, we warrant, during the warranty period of five years from the date of delivery, that those products that are sold by authorised merchants and labelled with the trademark “acdc”, “BEGA”, “REISS”, “THORN”, “THORNeco”, “ZGS”, “ZUMTOBEL” shall be free from manufacturing and material defects when used as intended. This warranty shall not apply to products with a delivery date before 1 October 2017. It applies only to customers who have acquired the product new and placed it in service for the first time in Australia.

The warranty applies exclusively upon the condition that:

1. The products are used in conformity with the stated product and usage specifications (particularly according to the specification sheet, product brochure, product label and the like);
2. The products were professionally installed and placed in service according to the installation instructions accompanying the product;
3. The maintenance and repair services on the products have been performed exclusively in accordance with the manufacturer’s specifications;
4. Services such as software upgrades or added functionality, have been performed exclusively by the manufacturer or third party named by the manufacturer;
5. The acceptable limits for temperatures and voltages according to the relevant technical and product-specific standards indicated are not exceeded;
6. The product is not exposed to any unintended mechanical and/or chemical stresses.

The warranty exclusively covers product failures that are caused by proven material, design or manufacturing flaws and exceed the mean nominal failure rate. In the case of controllers or components such as LED modules, the mean nominal failure rate is 0.2%/1000 hrs of operation, unless the median nominal service life and nominal failure rate of the controllers or components are otherwise defined in the product and usage specifications (particularly according to the specification sheet, product brochure and the like).

The customer is not entitled to make any claims under this warranty unless the customer notifies ZG Lighting Australia of the case that is covered by the warranty within 14 days of noticing the defect; the notification shall be in writing with attachment of a copy of the applicable purchase agreement or invoice and corresponding proof of the defect that has appeared. If upon inspection of the product it should appear that the case is covered by this warranty then we may, at our own discretion repair the product, replace the product with identical or equivalent product or refund the original purchase price of the product.

For product failures that have already been corrected through exchange, repair or price reduction within the scope of the warranty, the balance of the initial warranty period applies and the warranty period does not restart.

With the exception of THORNeco products, the warranty also covers reasonable labour cost and equipment hire incurred with removing, repairing and replacing defected products or components. The cover of labour will be only during normal business hours 7am-4pm. ZG Lighting Australia will cover costs of necessary equipment that may be required such as scaffolding or lifts. The electrical contractor will be chosen by ZG Lighting Australia. In exceptional cases electrical contractors may be chosen by the customer in which case labour cost and equipment hire will only be covered by ZG Lighting Australia after a quote has been received and approved in writing.

## Conditions:

1. All replacement products or parts may contain new or recycled materials whose performance and reliability are equivalent to new products or parts. The dimensions and design of the replacement product may deviate from the original product. 'Recycled materials' are parts or products that are used or reconditioned and are not new. Although such parts or products are not new, after reconditioning or overhaul the condition is like new with respect to performance and reliability. The functionality of all replacement products or parts is equivalent to that of the product or part being replaced. Replacement products or parts shall not exhibit any material or manufacturing defects for the remainder of the applicable warranty period for the product that is replaced or in which they are installed.
2. The warranty shall not apply to:
  - a) any other ancillary costs incurred in connection with remedying the defects (such as, for instance, disposal of faulty or replaced product, mileage, travel time, callouts, third party supervisors and security personnel; such costs shall be borne by the customer;
  - b) Unbranded / third party products sold by ZG Lighting Australia are sold under the company's General Terms and Conditions only;
  - c) Superseded products from Thorn value ranges carry 3 years warranty as per product data sheets;
  - d) Wear parts, such as all standard lamps, batteries, starters for luminaires with magnetic ballasts and hard drives; computers and servers that contain hard disks or mechanical wear parts;
  - e) Plastic parts (e.g. made of polycarbonate) to the extent they discolour or embrittle due to the natural ageing process;
  - f) Electronic components, products and lamps that ZG Lighting Australia sells as articles of merchandise, such as touch panels, printers and computers under 3<sup>rd</sup> party labels, as well as lamps of other manufacturers;
  - g) Commissioning, settings or parameter settings on equipment that change based on wear and tear, fatigue or soiling;
  - h) Product defects that are attributable to software errors, bugs, viruses or the like or services that are needed from time to time, such as recommissioning, software updates, etc;
  - i) Logistics claims where damages are reported more than five (5) working days after despatch date from ZG Lighting Australia warehouses; or
  - j) products that have been shipped to and installed in a country other than Australia or New Zealand.
3. The warranty expires immediately if the customer or third parties make or perform changes, repairs, service work or troubleshooting without the prior written consent of ZG Lighting Australia.
4. Additional information on LED products: In the case of LED modules, a drop in the value of the luminous flux of up to 0.6%/1,000 hours of operation is the state of the technology and thus not covered by the warranty. The colour tolerance of LED modules is not covered by the warranty. The luminous flux and performance are subject to a tolerance of  $\pm 10\%$  in the case of a new LED module. All relevant technical data are mentioned in the product and application specifications (particularly according to the specification sheet, product brochure and the like). In the case of subsequent deliveries of LED modules, there may be deviations in light properties with regard to the original products due to technical progress and usage-induced change in the luminous flux and light colour of products.
5. 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.
6. In performing warranty services, we are liable, irrespective of the legal reason, exclusively in accordance with our General Terms and Conditions in the version existing at the time the warranty is granted, which are available for download from our websites or can be requested from us by the customer. Otherwise all liability for damages is excluded.