

# Warranty Terms & Conditions



## FOR SALES IN AUSTRALIA AND NEW ZEALAND PRODUCT: OPTITECH LUMINAIRES AND ACCESSORIES

This document sets out the terms and conditions of product warranties for OptiTech branded products and accessories. It is an important document. Please keep it with your proof of purchase documents in a safe place for future reference should you require service for your OptiTech product.

### General Terms and Conditions

In this warranty

1. 'OptiTech' means OptiTech International Pty Ltd ABN 13155134642 in respect of Product purchased in Australia and in respect of Product purchased in New Zealand;
2. 'Product' means any OptiTech product purchased by you accompanied by this document;
3. 'Warranty Period' means
  - (i) where you use the Product for personal, domestic or household purposes in Australia or New Zealand the period of "60" months where the unit is installed by a licensed electrician;
  - (ii) where you use the Product for commercial purposes, in Australia or New Zealand the period of "60" months where the unit is installed by a licensed electrician, (if the period stated is 0 months you are not covered by this product warranty)
  - (iii) for Luminaire accessories that are supplied as part of a Product by OptiTech the period of 12 months;
4. 'you' means the purchaser of the Product not having purchased the Product for re-sale, and 'your' has a corresponding meaning.
2. This warranty only applies to Products purchased and used in Australia or New Zealand and is in addition to (and does not exclude, restrict, or modify in any way) any non-excludable statutory warranties in Australia or New Zealand
3. OptiTech warrants that, when dispatched from an OptiTech warehouse, the Product is free from defects in materials and workmanship for the Warranty Period.
4. During the Warranty Period OptiTech or its Authorised Agents (AA) will, at no extra charge if your Product is readily accessible without special equipment, and subject to these terms and conditions, repair or replace any parts which it considers to be defective. You agree that any replaced Product or parts become the property of OptiTech. This warranty does not apply to batteries, filters or similar perishable parts. OptiTech or its AA may use reconditioned parts to repair your Product.
5. Parts and Products not supplied by OptiTech are not covered by this warranty.
6. Where you are within an OptiTech service area, this warranty covers the cost of transport of the Product to and from Authorised Agents of OptiTech and travelling costs for representatives of the Authorised Agents to and from your home or business. If you are outside an OptiTech service area, you will bear these costs. For information about whether you are within an OptiTech service area, please phone 1300 853 365 in Australia, or e-mail [info@optitech.com.au](mailto:info@optitech.com.au) in New Zealand.
7. Proof of purchase is required before you can make a claim under this warranty.
8. You may not make a claim under this warranty unless the defect claimed is due to faulty or defective parts or workmanship. OptiTech is not liable in the following situations (which are not exhaustive):
  1. The Product is damaged by:
    - (i) accident
    - (ii) misuse or abuse, including failure to properly maintain or service
    - (iii) normal wear and tear
    - (iv) power surges, electrical storm damage or incorrect power supply
    - (v) incomplete or improper installation
    - (vi) incorrect, improper or inappropriate operation
    - (vii) insect or vermin infestation.
  2. The Product is modified without authority from OptiTech in writing.
  3. The Products serial number or warranty seal has been removed or defaced.
  4. The Product was serviced or repaired by anyone other than OptiTech or its Authorised Agents.
9. This warranty, the contract to which it relates and the relationship between you and OptiTech are governed by the law applicable in the Australian State where the Product was purchased or the law applicable in New Zealand if the Product was purchased in New Zealand. Where the Product was purchased in New Zealand for business purposes the Consumer Guarantee Act does not apply

### Limitation of Liability

10. To the extent permitted by law:
  - a. OptiTech excludes all warranties other than as contained in this document;
  - b. OptiTech shall not be liable for any loss or damage whether direct or indirect or consequential arising from your purchase, use or non-use of the Product.

11. Provisions of the Trade Practices Act and State consumer legislation in Australia, and the Consumer Guarantees Act, the Sale of Goods Act and the Fair Trading Act in New Zealand, imply warranties or conditions, or impose obligations, upon OptiTech which cannot be excluded, restricted or modified. To the extent permitted by law, the liability of OptiTech (if any) arising out of or in relation to the Product or any services supplied by OptiTech shall be limited (where it is fair and reasonable to do so):

- a. in the case of Product, at its option, to the replacement or repair of the Product or the supply of equivalent products or the payment of the cost of replacing the Product or having the Product repaired or of acquiring equivalent Product. Upon being replaced, parts and Product become the property of OptiTech; or
- b. in the case of services, at its option, to the supply of the services again or the payment of the cost of having the services re-supplied; and in the case of Product or services supplied in New Zealand, loss or damage whether direct or indirect or consequential that is reasonably foreseeable.

#### **Privacy**

You acknowledge that in the event that you make a warranty claim it will be necessary for OptiTech and its Authorised Agents to exchange information in relation to you to enable OptiTech to meet its obligations under this warranty.

#### **Important Note**

Before calling for service please carefully check the installation instructions, operating instructions and the warranty terms and conditions.