

WARRANTY STATEMENT

IMPORTANT: FOR ANY GOODS SOLD BY ECOGLOW ON OR AFTER 1 MAY 2016, THIS WARRANTY APPLIES AND REPLACES ALL OTHER WARRANTIES.

This warranty relates to any defects in materials and workmanship and is given by The Trustee for Eco Friendly Products Unit Trust, T/A Ecoglow ABN 87 330 611 803. Our contact details are set out in clause 2.5. This warranty statement only applies to products purchased and installed in Australia.

1. Consumer guarantee

- 1.1 Our goods come with guarantees that cannot be excluded under the Australian Consumer Law.
- 1.2 You are entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality.
- 1.3 To the extent we are able, we exclude all other conditions, warranties and obligations which would otherwise be implied.

2. Warranty against defects and workmanship

- 2.1 This Warranty is in addition to and does not limit, exclude or restrict your rights under the Compensation and Consumer Act 2010 (Australia) or any other mandatory protection laws that may apply.
- 2.2 We Warrant our goods to be free from defects in materials and workmanship for the warranty period of 1 to 3 years (see products' specification sheets for warranty period) from the date of shipment (or other period we agree in writing). Subject to our obligations under clause 1.2, we will at our option, either repair or replace goods which we are satisfied are defective. We warrant any replacement parts for the remainder of the period of warranty for the goods into which they are incorporated.
- 2.3 To the extent permitted by law, our sole liability for breach of a condition, warranty or other obligation implied by law is limited in the case of goods we supply, to any one of the following as we decide –
 - (i) in replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of goods;
 - (iii) the cost of repairing the goods or of acquiring equivalent goods.
- 2.4 To make a warranty claim for products purchased from Eco Friendly Products Pty. Ltd., T/A Ecoglow, you must before the end of the applicable warranty period (see product specification sheet for period) at your own cost, return the goods you allege are defective, complete a warranty

claim form with written details of the defect, and give Ecoglow an original or copy of the sales invoice or some other evidence showing details of the transaction. You must also provide proof of installation by a qualified electrician whom has performed the installation in accordance with the local, state and country electrical code. The product must also be used in accordance with the applicable published specification, i.e. environmental conditions (temperature and humidity). Failure to follow this procedure will void this warranty.

2.5 Send your claim to Eco Friendly Products Pty. Ltd., T/A Ecoglow, 6 Japaddy Street Braeside Victoria 3195 Australia. Telephone: 03 9580 3044 Fax: 03 9587 5971 Email: support@ecoglow.com.au

2.6 In claiming this warranty, you will bear the expense of:-

- (i) Shipping or otherwise sending the faulty goods to the address provided
- (ii) Any costs associated with the removal, installation and labour arising out and of the repair and replacement.
- (iii) If we determine that your goods are defective, we will pay for the cost of returning the repaired or replaced goods to you. In the event of the goods being repaired / replaced during the warranty period the warranty of the goods will expire on the same date as the warranty period of the original goods they are replacing.

2.7 To make a claim for Ecoglow products purchased through one of our stockists, please contact the stockist directly and comply with their warranty procedure.

3. What this warranty does not cover

- (i) goods altered or modified in any way;
- (ii) repairs performed other than by our authorised representatives;
- (iii) defects or damage resulting from misuse, accident, impact, neglect or use in violation of any applicable standard;
- (iv) goods improperly installed or used in a manner contrary to the relevant instruction;
- (v) goods where the serial/part number has been removed or made illegal.
- (vi) In the event of conditions demonstrating abnormal use of stress, including under/over voltage/current conditions, excessive switching cycles or outside recommended operating conditions.
- (vii) Damage or problems caused by the use of an accessory, component or equipment not supplied by Ecoglow.
- (viii) Damaged caused by chemical impact or abuse including environmental factors, improper cleaning solutions or damage caused by failure to keep the lens' clear of foreign objects or dust.
- (ix) Damage caused by acts of God (such as flooding, earthquakes, fire etc.) or other instances beyond the control of Ecoglow.

4. Warranty period

No repair or replacement during the warranty period will renew or extend the warranty period past the period from original date of purchase.

5. Limitation of Liability

In no event shall Ecoglow be liable for any other loss, costs or damages, including without limitation lost profits or revenues, indirect incidental, or special or consequential damages.

6. Rights at Law

- I. The benefits given to you under this warranty are in addition to other rights and remedies of the Customer at law in relation to the Goods / Services.

- II. Ecoglow's Goods/Services come with guarantees that cannot be excluded under the Australian Consumer Law. The Customer is entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. The Customer is also entitled to have the Goods/Services repaired or replaced if the Goods/Services fail to be of acceptable quality and failure does not amount to a major failure.