

FIVE (5) YEAR MANUFACTURERS WARRANTY

- EARTHLIGHT Fixed LED Lighting
- EARTHSOLAR
- WORK/PLAY MOBILE LED



April 2019

Register your warranty by emailing your completed card to sales@etms.com.au.

Registering your purchase of Earthlight products is highly recommended. Even if in years to come your paperwork has been misplaced, we will be able to retrieve your product warranty details.

Congratulations on your purchase of EarthLight, EarthSolar or Work/Play Mobile LED products.

You have made an excellent choice for both the quality workmanship and long-life cycle of our products.

The warranty is held by Earthtrack Group Pty Ltd, based in Forrestdale, Western Australia. This manufacturer's warranty applies in addition to your rights under the Australian Consumer Law and provides for the replacement or repair of your purchased product, including both parts and labour.

If a warranty claim is made, this will be handled by Earthtrack Group directly, to ensure a fast response and solution implemented as quickly as possible.

- *Customer Service Team, Earthtrack Group*

WARRANTY TERMS

1. Earthtrack Manufacturer's Warranty

- a. Earthtrack Group Pty Ltd (EarthLight™, EarthSolar™), warrants to the original buyer ("Buyer") that all Earthlight products will be free of significant defects in materials or workmanship, provided that the Products are installed in accordance with the Earthlight installation and operation instructions and any electrical work is carried out by a licensed electrical contractor, for a period of Five (5) Years from the date of purchase from Earthtrack or an authorized reseller or wholesaler.
- b. Products presented for repair or replacement may be replaced by new or refurbished products of the same type rather than being repaired. Refurbished parts may be used for repairs. The replaced products or parts will become Earthtrack property should Earthtrack wish to retain these modules. In the event the product is no longer available, Earthtrack reserves the right, at its sole discretion, to deliver new or remanufactured module(s) that is deemed a suitable substitute.
- c. Products are checked to be compliant and suitable for use in Australia. For any installation outside of Australia, the Buyer takes full responsibility for the suitability and compliance with relevant electrical codes and standards.
- d. Solar Towers: Five (5) year warranty applies to concrete block and structure / Solar Panel and Controller / specified LED light fitting; One (1) year warranty for batteries and Mini Solar LED Light Fitting.

2. Earthlight Exclusions - This Limited Warranty does not cover:

- a. Products subjected to abuse, misuse, neglect, negligence, accident, improper testing, servicing or installation, removal and reinstallation, improper storage, handling or transportation, improper repair, abnormal physical stress, chemical reactions or extremely corrosive environments (ie. Boats).
- b. Damage and/or failure caused by products installed in a location that exceeds operating conditions;
- c. Damage and/or failure caused by installations not in conformance with the product specifications, installation manuals, maintenance instructions, good lighting design or labels attached to the product;

- d. Products where light output is affected by the build-up of substances on the luminaire, solar panels, vents, etc., due to failure to maintain and regularly clean the Product and related components in accordance with instructions;
- e. Products where the deterioration of LED light output is within the expected range that is implied by the LED life expectancy as noted in the Product Specifications;
- f. Products where the number of failed individual LEDs is less than 10% of the total number of LEDs contained within the product;
- g. Incorrect system configuration, installations or uses in conjunction with non-Earthtrack products (including mounts), causing damage or failure.
- h. Damage and/or failure caused by external impact such as flying objects, extreme weather events such as hail or forces of nature such as earthquakes, tornados, floods, lightning, hurricanes, fire, power failures, power surges or other unforeseen circumstances outside our control;
- i. Damage and/or failure caused by non-compliance with national and local electrical codes or by someone other than a qualified or licensed technician;
- j. Products where the serial number has been removed or made illegible and where factory supplied plugs have been tampered with;
- k. Damage and/or failure caused by removal from the original place of instalment;
- l. Damage and/or failure caused by sound, vibration, rust, scratching or discolorations that are the result of normal wear and tear, aging or continuous use.

3. Other Rights

The benefits given by this Manufacturer's Warranty are additional to other rights and remedies that you may have under Australian law. For Australian Consumers, our goods come with guarantees that cannot be excluded under the Australian Consumer Law.

4. How to claim

- a. To make a claim against this Warranty, you must contact Earthtrack Group or the authorized reseller where the original purchase was made within 30 days of noticing the alleged defect within the applicable warranty period.

Contact sales@etms.com.au or via our website enquiry form (www.etms.com.au).
- b. Any claims must be accompanied by a copy of the original sales receipt as the proof of purchase and time of purchase of the products. The customer will also need to be able to show the original purchase receipt should Earthtrack request such a document. If the product has been registered with Earthtrack via the Warranty Card at the time of purchase, then such registration can be used in lieu of the original purchase receipt.
- c. Once a claim is made, Earthtrack will provide instructions detailing how and where we will satisfy the claim. At its sole expense, Earthtrack will remove, return and arrange installation of the product to the location that the item is being claimed from anywhere in the metropolitan area (and surrounds) of any capital city in Australia.

- d. Upon inspection and testing of the returned Product, if found to be defective and such defect has not been caused by any of the Warranty Exclusions detailed above, Earthtrack shall at its sole discretion, repair, replace or refund the Product. The total warranty repair, replacement or refund cost must not exceed the original value of the Product.
- e. Replacement Products will be equivalent in function, but not necessarily identical to the replaced Products.
- f. If upon inspection and testing of the returned product, such product is found to not be defective, or the defect has been caused by any of the Warranty Exclusions detailed above, Earthtrack may at its sole discretion seek to recover costs from the Buyer such as freight and other costs incurred with the provision of the replacement Product.

5. Batch Defect Notice

If any manufacturing defect is detected in any batch of Earthtrack products, the following process may apply:

- a. The batch numbers will be identified;
- b. Earthtrack will notify all channel partners / customers that have been supplied with products from the identified batch;
- c. Depending on the nature of the defect, the required action (such as repair or replacement) will be arranged;
- d. Earthtrack will co-operate with any lawful directions of any authorized agency if required.

6. Damage limitations

In no event shall Earthtrack be liable for direct, indirect, special, incidental, exemplary, consequential or punitive damages, including damages for business interruption, loss of revenue, savings or profits, arising out of breach of contract, tort (including negligence and strict product liability) or otherwise, regardless of whether or not such damages were foreseeable and whether or not the authorized representative or the Buyer was advised of the possibility of such damages.

7. Warranty Claim complaints handling

Customers and installers not satisfied with any determination of any warranty claim by Earthtrack Group, may write to sales@etms.com.au or 34 Remisko Drive, Forrestdale WA 6112, stating:

- Details of the relevant warranty claim and products (including model and serial numbers);
- Detailed reasons why they are not satisfied with the determination, and
- Provide any supporting documentation they consider relevant.

Within a reasonable time of receiving any such complaints, Earthtrack will consider the claim and provide written feedback.

WARRANTY CONTACT DETAILS - AUSTRALIA

By Post: 34 Remisko Drive, Forrestdale WA 6112

PO BOX 551, Kelmscott WA 6991

By Email: sales@etms.com.au

Telephone Enquiries: **1300 410 485 (Australia)**

WARRANTY REGISTRATION CARD

Please fill in this card and return via POST or EMAIL to the details above.

Warranty Contact:

First Name: _____ Last Name: _____

Email: _____ Contact Number: _____

Street Address: _____

Suburb: _____ State: _____ Postcode: _____

Dealer or Sales Person Information:

Company Purchased From: _____

Sales Person (if known): _____ State: _____

Product Information:

Purchase Date: _____ Installation Date: _____

Product Series and Model Name: _____

Product Model Code: _____

Serial Number (if applicable): _____

A single serial number is sufficient for warranty registration to allow tracking of records.

Earthtrack respects your privacy and your details are held in accordance with our Privacy Policy.

Please keep a copy of this card for your own records.