

Warranty policy for Specialised LED Products Limited Luminaires

This document sets forth the warranty policy of Specialised LED Products Limited, Po Box 59, Silverdale 0944, Auckland, New Zealand. This policy is applicable only to Specialised LED Products Limited branded Luminaires (hereinafter “Products”) purchased by our electrical wholesalers and lighting retailers (i.e. a person acquiring the product, or holding themselves out to be acquiring the product, for the purpose of re-supply) (“Purchaser”) as from 1st, March 2020 within New Zealand.

THIS WARRANTY IS NOT AVAILABLE TO CONSUMERS however nothing contained herein is intended to limit or shall affect the rights a consumer may have under New Zealand Consumer Law.

This warranty policy is subject to the provisions as set forth herein and is subject to the terms and conditions as attached to this document (“Warranty Terms and Conditions”).

This warranty policy only applies if referred to in a sales agreement between Specialised LED Products Limited and the Purchaser and will replace the standard warranty clause provided in the Specialised LED Products Limited general terms and conditions of sale.

Special conditions

- Warranty applies to all products sold from 1st, January 2020 onwards.
- The warranty period starts on the date of purchase from Specialised LED Products Limited (date of invoice).
- The warranty period is based on a burning behaviour of maximum 14 hours per day.
- The product specification is the reference in assessing the justification of a claim. If no product specification is available for LED luminaires, a failure can be defined as a non-functioning product or the event that 50% of the products do not meet a minimum lumen maintenance of 70%.
- Products/Solutions should be used within their specifications (e.g. Temperature, water ingress and other extreme conditions, Indoor/outdoor, up-lighting/downlighting, etc.) and according to application guidelines. Warranty becomes void if the product is miss-applied. Warranty will also be voided should the customer fail to appropriately maintain their installation (e.g. regular cleaning, replacement of components according to applications guidelines, etc.)
- This warranty is valid only for products sold and used in New Zealand.
- The Products must have been properly installed and operated in accordance with the manufacturer’s instructions and guidelines.
- Adequate records of operating history must be kept and available for inspection by Specialised LED Products Limited.
- A Specialised LED Products Limited representative must have access to the defective Products. If the Products or other parts become suspect, the representative shall have the right to invite other manufacturers’ representatives to evaluate the lighting systems.
- Proof of purchase for the Products must be available for inspection by Specialised LED Products Limited.
- Labour costs for (de)-installation of the Products are not covered under this warranty.

Warranty Terms and Conditions – Specialised LED Products Limited

1. Limited Warranty

I. The limited warranty as described herein shall only apply to Specialised LED Products Limited branded lighting products (“**Product**”) in New Zealand. This limited warranty is only applicable to the party purchasing the Products directly from Specialised LED Products Limited for the purposes of re-supply or if the person holds him/herself out as acquiring the goods for the purpose of re-supply (“**Purchaser**”).

II. **THIS WARRANTY IS NOT PROVIDED TO CONSUMERS as defined in the New Zealand Consumer Law. However, nothing contained herein is intended to or shall affect the rights of such consumers under the New Zealand Consumer Law.**

III. Specialised LED Products Limited warrants that each Product will be free from defects in material and workmanship which cause the Product to fail to operate in accordance with the performance specifications set forth in the documentation published for or provided with the Product (“**Specifications**”). The foregoing warranty shall be valid for the period mentioned in the applicable warranty policy for your Products as referenced to in your sales agreement. The determination of whether the Product is defective shall be made by Specialised LED Products Limited in its sole discretion with consideration given to the overall performance of the Product.

2. Terms and Conditions

I. Specialised LED Products Limited warranty flows only to the Purchaser. If any Product covered by this limited warranty is returned by the Purchaser in accordance with Section 3 and within the applicable warranty period set forth in the warranty policy and upon examination Specialised LED Products Limited determines to its satisfaction that such Product failed to satisfy this limited warranty, Specialised LED Products Limited will, at its option, repair or replace the Product or the defective part thereof, or reimburse Purchaser for the purchase price paid for the Product. For purposes of clarity, “repair or replace the Product or the defective part thereof” does not include any removal or reinstallation activities, providing access to Products (e.g., scaffolding, lifts, etc.) and costs or expenses, including without limitation labour costs or expenses which shall be for the account of the Purchaser.

II. If Specialised LED Products Limited chooses to replace the Product and is not able to do so because it has been discontinued or is not available, Specialised LED Products Limited may refund the purchaser or replace the product with a comparable product (that can show small deviations in design and product specification).

III. No agent, distributor or dealer is authorized to change, modify or extend the terms of the limited warranty on behalf of Specialised LED Products Limited, in any manner.

IV. This limited warranty only applies when the Product has been properly handled, stored, transported, wired, installed and operated within the electrical values, operating range and environmental conditions provided in the Specifications, application guidelines, IEC standards or any other document accompanying the Products.

V. Specialised LED Products Limited will facilitate the technical resolution of problems. Third party products sold by Specialised LED Products Limited are not covered under this warranty, except as indicated in section 5.

VI. This warranty does not apply to damage or failure to perform arising as a result of any Acts of God or from any abuse, misuse, abnormal use or use in violation of any applicable standard, code or instructions for use including without limitation those contained in the latest safety, industry and/or electrical standards for the relevant region(s).

VII. This warranty shall be void in the event any repairs or alterations not duly authorized by Specialised LED Products Limited in writing are made to the Product by any person. Specialised LED Products Limited reserves the right to make the final decision on the validity of any warranty claim. **THIS LIMITED WARRANTY IS VOID IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED.**

3. Warranty Claims

I. All warranty periods mentioned are subjected to a Specialised LED Products Limited authorized representative having access to the failed product or system for verification of non-compliance. The Purchaser shall keep adequate records of operating history of the Products and allow Specialised LED Products Limited authorized representatives to inspect such records on request. Warranty claims have to be reported to Specialised LED Products Limited within 30 days after discovery, specifying at least the following information (additional info may be required on request):

- Name and type number of Products failed; for System warranties, other components used are also specified
- Proof of purchase, installation date and invoice date
- Detailed problem description, number and % of failures
- Application, hours burned and switching cycles

II. If requested by Specialised LED Products Limited, the defective Product shall be returned to Specialised LED Products Limited within 30 days of such request.

III. Where a warranty claim is justified, Specialised LED Products Limited will pay for the return freight expenses of the repaired/replaced Products. Specialised LED Products Limited may charge Customer for returned Products that are not found to be defective or non-conforming together with the freight, testing and handling costs associated therewith.

IV. If requested by Specialised LED Products Limited, the non-conforming or defective Products shall become Specialised LED Products Limited's property as soon as they have been replaced.