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Exterior Premium Product Warranty Policy

In This Warranty:

Australian Consumer Law means the Australian Consumer Law set out in Schedule 2 to the Competition and Consumer Act 2010.

Goods means the product or equipment that was purchased in Australia and listed in the application product ranges below.

Manufacturer, We or Us means MONDOLUX.

Supplier means the authorised distributor or the licensed electrical contractor that sold you the goods.

You means you, the original end-user purchaser of the goods.

Product Warranty

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 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.

MONDOLUX products are covered by consumer guarantees under the Australian Consumer Law. Benefits provided to you by Aglo Systems as part of this warranty are in addition to other rights and remedies available to you under Australian Consumer Law. Information about your rights can be found at www.accc.gov.au.

Warranty Period and Details

Exterior products supplied by MONDOLUX are covered by a **five (5) year warranty*** against any manufacturing defects and are subjected to the standard conditions listed below:-

- Failure resulting from human's improper operation and installation, misuse, accident or *force majeure* such as fire, earthquake, thunder and lighting, etc. voids the warranty terms.
- Warranty is subject to proof of purchase being provided and begins at the date of invoicing from the factory.
- All MONDOLUX luminaires must be installed according to the installation instructions supplied with the luminaires by a certificated electrician. The installer is solely responsible for determining the correct wiring of series or parallel luminaires.
- All connections within the electrical system must be waterproof.
- The environment in which the fixture is to be installed must be considered carefully when selecting the finish. Stainless Steel luminaires are recommended for high-risk environments such as near saltwater. Aluminium luminaires may not be covered by the full warranty in these situations.

- Aluminium luminaires are not recommended for installation in areas high in geothermal activity. Warranty is not offered for these materials in geothermal areas.
- For aluminium luminaires, warranty on the powder coat finish is excluded for failure due to exposure to: chemical substances in the ground, fertilizers and water containing corrosive agents.
- Stainless Steel requires regular cleaning with fresh water when installed in high salinity environments. (Refer to installation instructions supplied with luminaire). The warranty does not cover tea staining or surface pitting caused by inadequate maintenance procedures.
- Warranty is excluded for corrosion due to electrolytic reactions caused by the presence of electrical current in the ground or water.
- Warranty excludes impact damage, incorrect installation and incorrect re-assembly.
- Luminaires must be kept properly maintained, including the replacement of gaskets and lenses when necessary.
- MONDOLUX, at its discretion, may replace components to remedy the fault or supply a replacement luminaire.
- MONDOLUX warranty is limited to the repair or replacement of products ONLY. Labour costs will not be accepted.
- MONDOLUX will not be liable for any labour charges for any repair or replacement of defective drivers. Drivers have their own manufacturer warranty and any faults will be at the responsibility of the manufacturer.
- MONDOLUX reserves the right to limit liability on non-standard (custom designed) luminaires and/or delivery arrangements.
- Damage caused by lightning strikes, high voltage spikes or incorrect polarity connection is not covered by this Premium warranty.
- Polycarbonate and acrylic lenses are limited to a 3 year warranty.
- Please note that the TIR or PC(Polycarbonate) lenses must NOT be cleaned with any petrochemical substance. This will void the warranty.
- For any service request, a minimum failure of 3 fittings is required for sites with less than 100 fittings, and a minimum failure of 3% of the total fittings supplied by MONDOLUX is required for sites with 100 fittings or more.
- Always, Back-to-Base warranty applies for all EXTERIOR products Fittings must be returned to MONDOLUX for inspection and credit at your cost. Replacement or refurbished fittings will be returned to you at our cost. (international freight excluded)
- Any installation required will only be provided during regular Business hours. Any attendance required outside of this time may incur additional charges to you.
- This warranty is effective only for products purchased from Aglo Systems.

Extent of the Warranty

- Any parts of the goods replaced during repairs or any product replaced remain the property of MONDOLUX.
- In the event of the goods being replaced during the warranty period, the warranty on the replacement goods will expire on the same date as the warranty period of the original goods they are replacing.

We will not be liable for any loss of income, loss of profits, loss of contracts, loss of data or for any indirect or consequential loss or damage of any kind whatsoever arising and whether caused by tort (including negligence), breach of contract or otherwise.

Applicable Date/Commencement of Warranty

This warranty commences from the date of purchase of product. The details of the point of purchase as well as contact information for warranty claims and queries are detailed below:

Authorized Distributor

Aglo Systems Pty Ltd 10 Plane Tree Avenue, Dingley Village, VIC 3172.

T: 03 9551 3748 F: 03 9551 4191

E: sales@aglosystems.com.au
W: http://www.aglosystems.com.au

Claim Process

The customer claim process is as follows:

- The customer can make a claim or enquire about the claims process by contacting sales@aglosystems.com.au to obtain a warranty claim form.
- The customer must complete a warranty claim form and include photograph/s of the faulty lights for identification and verification purposes.
- If accepted as a valid warranty claim with the terms as described in this policy, MONDOLUX will either make suitable repairs or provide an equivalent replacement product.
- If the claim is rejected, the customer will be provided with a full explanation, and, if requested, the goods will be returned.

Governing Law

These terms and conditions shall be governed by and constructed in accordance with the laws of Victoria and shall be subject to the non-exclusive jurisdiction of the courts of Victoria.