

**MANDATORY NOTICE
(GOODS AND SERVICES)**

LPA's goods and services come with guarantees that cannot be excluded under the Australian Consumer Law.

For major failures with the service, you are entitled:

1. To cancel your service contract with us; and
2. To a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service'.

LPA WARRANTY AND RETURNS POLICY

This document:

- Sets out LPA's warranty and returns for LPA-supplied goods ("products") and installed in Australia.
- Must be read together with any applicable supply agreement and/or terms and conditions.

Warranty Rights

Change of mind

LPA is not required to provide a refund or replacement if you change your mind.

Minor defect

If the product has a minor defect, LPA may choose:

- refund of product cost,
- replacement of product with identical product, or
- repair of product.

LPA will repair a product with a minor defect within a reasonable time.

If the product is not repaired in a reasonable time, you may choose a refund or replacement. A "minor defect" is a defect in a product that is not a major defect.

Major defect

A "major defect" is a defect in a product if it:

- would have stopped you from buying the product if you had known about it,
- causes the product to be unsafe,
- causes the product to be significantly different from the sample or description shown to you,
or
- has the effect that the product doesn't do what the product or LPA said it would.

If the product supplied to a consumer has a major defect, LPA must either provide:

- refund of product cost,
- replacement with identical product or product of similar value,

- compensation for loss of value caused by the defect, or
- repair of the product as chosen by:
 - if you are a "consumer" within the meaning of the Australian Consumer Law, you; or
 - otherwise, LPA.

Exclusions and Qualifications

LPA is not obliged to provide a repair, exchange or refund in respect of any product if:

- The time period that has passed since you purchased the product is longer than the product could reasonably be expected to remain defect-free in all the circumstances.
- The product does not contain a defect and you have merely changed your mind.
- The product defect was caused by:
 - your misuse of the product (including use other than in accordance with any instructions on or with the product) including use for purposes for which the product was not intended);
 - faulty or incorrect external electrical wiring, incorrect power supply, voltage fluctuations, over voltage transients or electromagnetic interference not originating within product;
 - incorrect or poor installation or storage;
 - compatibility issues between the products and the installation environment i.e.: control systems, harmonic oscillation and power supply;
 - caused by the use of an accessory, component or product not supplied by LPA;
 - caused by storm, fire, flood, vandalism, misuse, negligence, acts of god, earthquake, war, vermin, foreign matter entering product (e.g. dirt and moisture) or any other outside agency;
 - normal weathering or corrosive atmospheric conditions;
 - resulting from operations at conditions outside the operating conditions specified in applicable LPA technical or sales literature applicable to product;
 - defects in consumables used with the product which must be regularly replaced in accordance with applicable LPA technical or sales literature applicable, e.g., LED COB, LED drivers, batteries, accumulators, emergency lighting modules;
 - product being re-installed at a location other than the original location;
 - repair or modification by unauthorised persons; or
 - your failure to procure correct operation and regular maintenance of the product.
- You were made aware of the defect before you bought the product.
- You had an opportunity to examine the goods before purchase and did not notice an obvious defect.
- The period of time that has passed since you purchased the product is longer than the product could reasonably be expected to remain defect-free.
- The goods have been thrown away, destroyed, lost or damaged while in your possession.
- You are unable to provide reasonable proof of the defect.
- You are unable to provide reasonable proof of having purchased the product from LPA.

Note that, depending on how long has passed since the defective product was purchased, LPA may not be able to provide spare parts or repair facilities in relation to a particular product.

You are responsible for the correct operation and regular maintenance of the product as listed below.

LPA is not liable to pay or reimburse to you:

- Any costs or additional labour associated with de-installation, re-installation including obtaining access to product installed in restricted or unsafe (e.g. high) locations.
- Freight charges (including insurance) or travelling cost for repairs.

Special exclusion – plastic diffusers

Due to uncontrollable intrinsic and extrinsic factors that may affect the efficacy and integrity of plastic diffusers as installed, unless otherwise agreed in writing, LPA only warrants the merchantability of plastic diffusers for a period of 6 months from date of installation.

Limitation of Liability

Other than as provided above, LPA is not liable in relation to any cause of action, claim, demand or proceeding:

- (a) whether in statute, contract, tort, warranty, strict liability or any other legal theory or basis; and
- (b) whether for damages or otherwise,

arising directly or indirectly out of or in connection with the supply, installation, use, inability to use, de-installation, maintenance or replacement of any product.

Warranty Claim Process

To make a warranty claim, the claiming party must notify LPA in writing or by e-mail to:

LPA Melbourne

16a Palmer Parade, Cremorne
Victoria, Australia 3121
warrantyaus@LPAlighting.com

LPA Sydney

Unit 3 & 4, Level 1, 65 Doody St,
Sydney Corporate Park, Alexandria
NSW, Australia 2015
warrantyaus@LPAlighting.com

You may be required to provide further evidence including:

- product proof of purchase
- product installation date
- description of alleged defect
- maintenance logs
- additional information including photos of the problem fitting or product

To enquire about returning an LPA product, please contact our friendly Customer Service team.

Hours: 8:30 am – 5 pm (Monday – Friday)

Phone: (03) 8416 1500

Nothing contained in this policy is intended to restrict, modify or exclude the operation of the Law . This policy is automatically deemed to be amended to the extent of any non-compliance with the Law.

In this document:

- "LPA" means LPA ENERGY PTY LTD [ACN 647167986]
- "Law" means any applicable law including Part 3-2 of the Australian Consumer Law, any similar legislation or substituted amendment.