

### Warranty – Installation Services

*Customer Notice: Our goods and services 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.*

1. Thank you **(the Customer)** for purchasing LED lighting **(Product)** from Home Green Pty Ltd (ACN 137 168 033) trading as Shine On Solar and Shine On Energy **(Shine On)**. Shine On warrants that the Product you have purchased is free from any defect in workmanship and materials (Manufacturer's Warranty) for the period described in the relevant Product Specification Sheet, from the date of purchase (Product Warranty Period).
2. In some circumstances the Customer, when purchasing the Product, acquires the installation services **(Services)** of Shine On. Shine on warrants that the Services you receive are free from defects in workmanship **(Services' Warranty)** for a period of two (2) years from the date the services are provided to the Customer **(Services Warranty Period)**. When claims are made by the customer for either installation defects, or for product failures, within the period of the Services Warranty, the cost of reinstallation of the product (including all labour, access equipment and the product itself) will be bore by Shine On. To make a claim, refer to clauses 19, 20 and 21.
3. In addition, the Product and Services come with guarantees that cannot be excluded by virtue of the *Australian Competition and Consumer Act 2010 (Cth)* (Australian Consumer Laws).
4. Shine On shall not be liable for any indirect or consequential losses or expenses suffered by the Customer, howsoever caused.
5. Conditions, warranties and other provisions which apply to or in respect of the Product and Services under Australian Consumer Laws, as amended from time to time, or any other enactment of the Commonwealth of Australia or any State or Territory thereof and which, by or under the enactment, cannot be excluded from the contract for the supply of the Product and Services by Shine On and are declared to apply to the contract without restriction, limit or modification.
6. All other guarantees, warranties and conditions which would, or may, but for this clause be implied (whether by statue, law, trade usage or otherwise howsoever) into the contract for the supply of the Product and Services by Shine On (including in particular and which many in any way relate to quality or fitness for any particular purpose) are hereby expressly excluded from the contract to the extent that they can be excluded at law.
7. Warranties do not extend beyond the original Customer, and are not transferrable. The Customer must furnish proof of purchase and proof of date of purchase.

### Services Warranty – General Conditions

8. For the duration of the Product Warranty Period, Shine On will repair the defective Services, or parts thereof, so long as the defect in the Services was caused by a defect in workmanship by Shine On, and that any defect does not arise due to:
  - a. Mishandling, abuse or misuse of the Product;

- b. Misuse of the Product outside of its specifications and relevant instruction manual;
  - c. Improper connection of the Product to power supplies, LED products or controls;
  - d. Use or storage of the Product in extremely hot environments above 45 degrees Celsius;
  - e. Water damage for Products that are not water resistant;
  - f. Power surges;
  - g. Improper use or operation;
  - h. Any modification, repair or alterations of the Product not performed by Shine On;
  - i. Use of accessories not manufactured, or approved in writing, by Shine On;
  - j. The Product being subjected to abnormal conditions or environments;
  - k. Damage from lightning or electrical storms or acts of God;
  - l. Damage caused by incompatible components as determined by Shine On;
  - m. Alleged defect is within acceptable industry variances for products of that kind; or
  - n. Fair wear and tear.
9. Where Shine On determines that there has been a defect in Services Shine On will rectify the Services.
10. Where the product has been damaged due to a defect in Services, Shine On will replace and install a new Product.
11. Referent to the Product Warranty, should the product fail due to a product defect, within the period of the Services Warranty, the labour and installation costs associated with the reinstallation of a replacement product shall be covered by Shine On.
12. Shine On reserves the right to replace any defective Product, or part of the Product, with a part or Product of similar quality and composition where an identical part is unavailable.
13. Repairs and replacements performed according to this warranty will be conducted in a reasonable time frame in the circumstances.
14. The conditions of this Services Warranty are subject to change without notice.
15. Shine On reserves the right to decline Services Warranty claims should the customer fail to follow these conditions.
16. The determination of repairs and replacements being covered by the Services Warranty is at the sole discretion of Shine On.
17. To the extent permitted by law, Shine On's liability for any Services, which are defective, shall be limited to either rectifying installation, replacing the Product, installing a new Product or refunding the price paid for the Product and Services.
18. No one is authorised to make any other warranties on behalf of Shine On, or to modify this warranty.

## **Making a Services Warranty Claim**

19. To issue a Services Warranty claim, the Customer will be required to:
- a. Notify Shine On in writing;
  - b. Reasonably allow Shine On access to inspect the Services;
  - c. Present the Customer invoice as proof of purchase of the Product;
  - d. Identify the defect in the Services.

20. To be considered, a Customer must lodge a Services Warranty claim within the Services Warranty Period, two (2) years from the date of acquisition of the Services. In the event that the claim is valid, Shine On will bear the cost of replacing the product, including labour, access equipment and the product itself. If a Services Warranty claim is lodged outside of the two (2) year period but within the Product Warranty, the customer will bear the cost of returning the product to Shine On, who will inspect the product and either replace or repair it under the Product Warranty. Product Warranty durations are documented on the product specification sheets available at point of sale. Shine On will bear the reasonable costs to return the product to the customer, however the customer is responsible for any costs of reinstalling the product.
21. Shine On shall be entitled to inspect the Product to verify the validity of the Customer's Service's Warranty claim. If Shine On determines that there are no defects as to the Product and Services provided to the Customer after inspecting and testing, the Customer must pay Shine On's usual costs of service work and testing. In such an event, service call-outs to the Customer's premises under warranty will incur a minimum charge of \$220 including GST within working hours 9am to 5pm Monday to Friday. An additional charge of \$110 including GST will apply if the call out falls outside of normal working hours, or if the callout is in respect of Goods not covered by warranty, including but not limited to instances where the Product has been damaged by other contractors.

## **Australian Consumer Law - Consumer Guarantees**

22. To the extent that the Australian Consumer Law applies in relation to warranty claims arising upon the supply of any Services, then the following shall apply:
  - a. If there is a major failure with a Service, the Customer is entitled to:
    - i. Cancel the contract with supplier and get a refund; or
    - ii. Keep the contract and receive compensation for the difference in services provided and those paid for.
  - b. If there is a minor failure with the Services, the Customer is entitled, at the election of Shine On, to:
    - i. Repair of the defective Services,
    - ii. Repair of Products damaged due to defective services;
    - iii. Replacement of Products damaged due to defective Services;
    - iv. A refund of the cost of the Services; or
    - v. A refund of the cost of Services and damaged Product if the Product was damaged due to defective Services.
  - c. To issues a warranty claim, the Customer will be required to:
    - vi. Notify Shine On in writing;
    - vii. Reasonably allow Shine On access to inspect the Services;
    - viii. Present the Customer invoice as proof of purchase of the Product;
    - ix. Identify the defect in the Services.

## **Contact Details**

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