

LIMELITE SALES AND MARKETING PTY LTD ABN: 85 074 529 052 (the supplier)
65-67 TEMPLE DRIVE THOMASTOWN VIC 3074 AUSTRALIA
CONDITIONS OF SUPPLY AND PRODUCT WARRANTY OF GOODS SUPPLIED BY LIMELITE.

1 (1) The supplier's liability of goods supplied by it is limited to making good any defects by repairing the defects or at the supplier's option by replacement only within the warranty period specified herein so long as:

- (a) Defects have arisen solely from faulty materials or faulty workmanship.
 - (b) The goods have not received maltreatment, inattention or interference.
 - (c) Accessories of any kind used by the buyer are supplied or approved by the supplier.
 - (d) The defective parts are promptly returned free of cost to the supplier; and
 - (e) Proof of purchase is supplied by way of invoice. Such proof of purchase must also indicate date of purchase.
- (2). Except as provided in condition 1 (1) all expressed and implied warranties, guarantees and conditions under statute or general law as to merchant's ability, descriptions, quality, suitability or fitness of the goods for any other purpose or as to design, assembly installation, materials or workmanship or otherwise are expressly excluded. The supplier is not liable for physical or financial injury, loss or damage or for consequential loss or damage of any kind arising out of supply, assembly, installation or the operation of the goods or arising out of the supplier's negligence or is anyway whatsoever.

2 The supplier's liability for a breach of a condition or warranty implied by Pt3-2 Div No 1 of the Australian Consumer Law is limited to:

- (a) The replacement of the goods or the supply of equivalent goods.
- (b) The repair of the goods.
- (c) the payment of the cost of replacing the goods or acquiring equivalent goods or
- (d) the payment of the cost of having the goods repaired

3. The supplier's liability under Section 274 of the Australian Consumer Law is expressly limited to a liability to pay the buyer an amount equal to:

- (a) The cost of replacing the goods.
- (b) The cost of obtaining equivalent goods or
- (c) The cost of having the goods repaired, whichever is the lower amount.

4. (1) Title of the goods does not pass to the buyer until the supplier has received the payment in full.

(2) The supplier is entitled to register the agreement between the supplier and the buyer under the Personal Properties Security Act 2009 and the buyer agrees to do all things necessary to facilitate such registration.

(3) On default of payment, the buyer irrevocably permits the supplier, or any person authorised by the supplier in writing upon reasonable notice to enter the buyer's premises or the premises where the goods are reasonably believed by the supplier to be held on the buyer's behalf. The buyer agrees to indemnify and hold the suppliers harmless for all reasonable cost and expenses of recovery of the goods and losses if any on the resale.

(4) The buyer agrees to sign documents and to do all things necessary to perfect the supplier's rights under this agreement and appoints the supplier as the buyer's attorney to sign any documents or to do anything that may reasonably be required to enforce the supplier's rights on default.

(5) All products must be installed by a licensed electrician in accordance with AS/NZS3000:2007 and strictly in accordance with the installation instructions provided and the intended use of the product.

(6) Where maintenance procedure is specified, it is the responsibility of the buyer to ensure such procedures are followed. Failure to do so will possibly render the warranty void.

**Warranty Period- LimeLite product -5 years for all LED luminaires from date of purchase.
Emergency batteries -12 months from installation.**