

# Warranty Policy

For Products/Components



This document sets forth the warranty policy of the Xulux organisation from which you ('Purchaser') purchase your products and/or components.

**This warranty policy is subject to the provisions as set forth herein and is subject to the terms and conditions which is available on request ('Warranty Terms and Conditions').**

## A: Warranty Period

Subject to the provisions as set forth in the Warranty Terms and Conditions and as set forth hereunder; Purchaser receives the warranty for the applicable period, as described in the table on the right.

## B: Special Conditions

Warranty period starts from date of installation, but will never start later than six (6) months after the date of original supply.

Product has to be applied in accordance to Xulux specifications and guidelines.

Warranty applies for components independent of the brand or type of other components used in the system, provided the Xulux product is used in accordance to Xulux specification and guidelines.

Warranty period is based on a maximum of 4,000 lamp/LED on time hours per year.

Purchaser must provide complaint info (i.e. system used, installation date).

Compensation is product for product for all confirmed failures; no minimum threshold applies; labour costs are not covered.

Products/Components Warranty		
(in years; unless indicated otherwise)		
All other products ; 1 year		
Linearflex		
	All Types	3
Ledconnect		
	All Types	3
Linearwash		
	All Types	3
Linearchain		
	All Types	5
Mline		
	All Types	5
Blinc		
	All Types	3
Neoled		
	Neoled Moulded	3
	Neoled DIY	1
LED Feature		
	Space Cannon	1
LED Down Lights		
	All Types	1
LED Drivers		
	Helvar	2
	Mean Well	5
	Oak	5
	Tridonic	5
LED Control		
	DMX Control	1

# Warranty policy

## Terms and Conditions

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### 1. Limited Warranty

This warranty shall only apply to Xulux Pty Ltd (Xulux) branded lighting products sold by Xulux in the territory of Australia (hereinafter referred to as 'Product'). The warranty is only applicable to the party purchasing the products directly from Xulux (hereinafter referred to as: 'Purchaser').

Xulux warrants that each Product will be free from defects in material and workmanship. The foregoing warranty shall be valid for the period mentioned in the applicable warranty policy for the Products referred to in your sales agreement. If a Product fails to operate in accordance with this warranty Xulux will provide a free replacement of the failed Product subject to the applicable warranty policy and the limited warranty terms and conditions set out below.

### 2. Terms and Conditions

- Xulux's warranty flows only to Purchaser. If any Product covered by this warranty is returned by Purchaser in accordance with section 3 and within the applicable warranty period set out in the warranty policy and on examination Xulux determines to its satisfaction that such Product failed to satisfy this warranty, Xulux will, at its option, repair or replace the Product or the defective part thereof, or reimburse Purchaser the purchase price. For purposes of clarity, 'repair or replace the Product or the defective part thereof' does not include any removal or reinstallation activities, costs or expenses, including without limitation, labor costs or expenses.
- If Xulux chooses to replace the Product and is not able to do so because it has been discontinued or is not available, Xulux may refund the purchaser or replace the product with a comparable product (that can show small deviations in design and product specification).
- No agent, distributor or dealer is authorised to change, modify or extend the terms of the warranty on behalf of Xulux.
- This warranty only applies when the Product has been properly wired and 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. If a Product is found to be defective, or not performing in accordance with the product specifications, the Purchaser must notify Xulux in writing.
- Xulux will facilitate the technical resolution of problems. Third party products sold by Xulux are not covered under this warranty, except as indicated in section 5.
- 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).
- This warranty shall be void in the event any repairs or alterations, not duly authorised by Xulux in writing, are made to the Product by any person. The manufacturing date of the product has to be clearly readable. Xulux reserves the right to make the final decision on the validity of any warranty claim.
- If requested by Xulux, the non-conforming or defective Products shall become Xulux's property as soon as they have been replaced.

### 3. Warranty Claims

All warranty periods mentioned are subjected to a Xulux representative having access to the Product or system for verification of non-compliance. Warranty claims have to be reported and returned to the local Xulux office within 30 days after discovery, specifying at least the following information (additional information may be required on request):

- details of the failed Products; and for System warranties also details of other components used;
- installation date and invoice date;
- detailed problem description, number and % of failures date-code of failure;
- application, hours burned and number of switching cycles;

Where a warranty claim is justified, Xulux will pay for freight expenses. Xulux 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.

### 4. No implied or other warranties

- The warranty and remedies contained in this warranty are the only warranties given by Xulux with respect to the Products and are given in lieu of all other warranties, whether express or implied, including without limitation warranties of merchantability or fitness for a particular purpose, which warranties are hereby disclaimed.
- These terms and conditions state Xulux's entire liability and obligation to Purchaser and Purchaser's sole and exclusive remedy in connection with defective or non-conforming Products supplied by Xulux to Customer, whether or not such damages are based on any warranty not explicitly mentioned in these terms and conditions, tort, contract or any other legal theory, even if Xulux has been advised or is aware of such defects.

### 5. Limitations and conditions

- This is a limited warranty and excludes, among other items, installation, providing access to products (scaffolding, lifts, etc.), and special, incidental and consequential damages (such as loss of revenue/profits, damage to property or other miscellaneous costs not previously mentioned), and is further defined by the limitations and conditions set forth in the respective warranty policy and these terms and conditions.
- Upon request, Xulux's representatives shall be allowed access to the defective Product, system or application for verification of non-compliance.
- Xulux cannot be held liable for electrical supply conditions, including supply spikes, over-voltage/under-voltage and Ripple Current control systems that are beyond the specified limits of the products and those defined by relevant supply standards (e.g. EN 50160 norms).
- With respect to products sold to the Purchaser by Xulux, but not bearing the Xulux name or sub-brands, Xulux makes no warranty of any kind, express or implied, including, without limitation, any warranty of merchantability or fitness for a particular purpose, but will make available to the Purchaser upon request, but only to the extent permitted by law and relevant contracts, the warranties of the manufacturer of the relevant product.

**XULUX**  
LED LIGHTING SOLUTIONS