

## WARRANTY STATEMENT

**FLARE** 





- 1 Intralux Australia. ("Intralux") guarantees that Intralux Flare products ("products") are free from manufacturing and/or material defects, as long as they are used in compliance with their intended use, for a period of 5 Years from the invoice date beyond 21st July 2021 as standard.
- 2 This warranty ("warranty") is given by Intralux to your company ("client") on Intralux Flare products.
- 3 The warranty shall be enabled only if the client completes the Intralux Warranty Registration form which can be downloaded from www.intralux.com and returned to Intralux within 60 days from invoice date.
- 4 The Warranty shall only be effective subject to the following conditions:
  - a) The product has been used in compliance with the relevant specification and use (technical specifications) guidelines provided.
  - b) Any installation and/or assembly work on the product is to be carried out by certified electrical personnel only and are required to comply with the instructions accompanying the product.
  - c) Temperature and voltage limit values have not been exceeded and the product has not been subjected to mechanical loads which do not comply with its intended use.
  - d) Maintenance of this product is to be carried out by certified electrical personnel only. This maintenance should be in compliance with any instructions accompanying the product. The product shall not be changed/repaired without either the relevant written authorisation or the noncompliance with the enclosed instructions.
  - e) The Client has previously carried out all first-level interventions as outlined in the instruction manual accompanying the product.
  - f) If a defect has been identified, it is within warranty conditions that it is reported in writing by the client to Intralux within sixty (60) days from its discovery.
  - g) If your luminaire has been repaired under warranty, your product warranty will not restart its warranty cycle. However, the remaining warranty period will still apply.
- 5 The Warranty does not cover:
  - a) Product defects caused by unforeseen and unforeseeable events, i.e. accidental circumstances and/or force majeure (including electric shocks, lightning) that cannot be attributed to a defective manufacturing process of the product.
  - b) Defects caused by power disturbances (surges) of range or duration In accordance with CISPR 15.
- 6 Should the Product be affected by defects covered by this Warranty and the conditions under paragraphs 4 and 5 above are met, Intralux shall be free to decide in its absolute discretion whether to repair and/or replace the product with the same or an equivalent product subject to the technological progression that has taken place from the release of the original product.
- 7 If the defects in a product are in compliance with warranty guidelines, the following will not be included in the warranty service of this product:
  - a) All additional costs incurred due to any work needed to repair the defect (e.g. costs incurred to assemble/disassemble the product or to transport the defective/repaired/new product as well as expenses incurred for disposal, allowances, travel, lifting devices and scaffolding). Said costs shall be charged to the Client.
  - b) Parts subject to wear and tear such as light sources unless otherwise specified.
- 8 If duly enabled, this warranty constitutes the sole and exclusive form of guarantee on the Product offered by Intralux to the client and expressly derogates from any other right, whether express and/or implied, acknowledged by the law to the client, who renounces said right in the broadest manner allowed by the law as well as any other warranties given by Intralux.
- 9 The client shall claim no further rights from Intralux in relation to the defective Product. In particular, the client may not claim from Intralux any expenses incurred in storing the defective/faulty product nor any other costs and/or compensation. Moreover the client shall not request and/or claim any payment extensions, price reductions or the termination of the supply contract. ---END--