

### TERMS AND CONDITIONS

1. The warranty period starts on the original date of purchase by any person, contractor or company ("Customer") from Enolt or an authorised reseller and lasts for **5 years**.
2. The Product is intended for use only in trade/commercial environments, so the provisions of the Consumer Guarantees Act ("CGA") do not apply. Despite any other statement in this warranty, if you are not using this Product in a trade/commercial environment and you are a consumer (as defined in the CGA), then nothing in this warranty will affect your rights as a consumer under the CGA.
3. Only an authorised reseller of the Product may pass on the benefits of this warranty to the Customer and only if the Product was sold to the Customer in new, unused condition, with original packaging intact.
4. The Customer acknowledges and agrees that they have used their own skill, research and judgement in selecting and purchasing this Product and that they are responsible for and ensuring that the Product purchased is fit and suitable for the purpose for which it is acquired, and Enolt has no liability if it is not.
5. Enolt warrants to the Customer that this Product is free of any defect that will prevent it from operating according to its specifications. In order for this warranty to be valid:
  - a. The defective Product must be returned to where it was originally purchased, quoting its serial number.
  - b. The Product cannot have any defect as a result of: wear and tear; wilful damage; negligence; abnormal working conditions; corrosive, ultra-violet, marine or any other environment exceeding the IP rating or outside of the tolerances of the Product specifications; failure to follow applicable installation, labelling and other instructions; misuse; improper storage; improper operation or irregular maintenance; accident; fire or any alteration or repair of the Product or parts thereof not authorised by Enolt.
  - c. The Product must not have been subjected to any voltage fluctuations in a range exceeding 230V +/-10%, lightning or any other high-voltage spike.
6. Warranty claims relating to light output will only be valid if the Product is delivering less than 70% of the advertised light output or more than 10% of the LED lamps are non-functioning.
7. The Product specifications are used as a reference to assess the justification of any warranty claim.
8. Any freight cost and damage caused by freight for the return of the defective Product back to the Enolt factory is excluded from this warranty.
9. Any labour charges or expenses related to uninstallation and reinstallation at the Customer's address are excluded from this warranty.
10. The only additional cost that Enolt shall bear, over and above repairing and providing a replacement Product, is the return freight of a working repaired/replaced Product from the Enolt factory to the address of the authorised reseller where the Product was originally purchased, providing that address is on standard courier or postal routing and within New Zealand.
11. If Enolt determines the defective Product is not covered under the terms of this warranty, then the Customer shall bear the full cost of repairs or replacement and freight. Enolt will provide a quote for acceptance before proceeding with any work.
12. Enolt recommends the Product is maintained on a regular basis as set out in the Product instructions.
13. The Customer may not assign the benefit of this warranty to any person without our written consent, other than who is authorised to do so in clause 3 of these warranty terms.
14. All warranties, guarantees, conditions or terms imposed or implied by law are expressly excluded from this warranty to the fullest extent permitted by law.
15. Enolt reserves the right to use any new, refurbished, reconditioned or remanufactured parts to repair or replace the defective Product during the warranty period so that afterwards, the repaired/replaced Product performs and functions as an original Product.
16. In the event that Enolt chooses to replace the defective Product but that Product is discontinued or out of stock, Enolt may replace it with a comparable Product.
17. The warranty period and original date of purchase, as specified in clause 1 of these terms, remains unaffected by any repairs or replacements to the Product made by Enolt or any other authorised person or company.
18. No person or company has the authority to change any of the terms set out in this warranty.
19. Non-warranty specific terms including Enolt's limitation of liability, are covered in our Terms of Trade and are in addition to these terms and available on request.