

# **LITHIUM LAB WARRANTY V3 2022**

## **AUSTRALIAN CONSUMER LAW**

Our goods 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 for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired and replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

## **WARRANTY**

We grant to you a 12 month warranty from the date of practical completion on all works and materials supplied by us in accordance with this warranty.

The warranty may be extended by offer or negotiation at the time of purchase.

In the event of any of the works or materials supplied by us suffering an electrical or mechanical failure or fault due to manufacturing errors within the warranty period we will at our choice either repair the fault, supply the services and materials again or pay for all parts, labour required for the works and materials to be repaired to normal working order subject to the following terms and conditions.

## **LIMITATIONS**

The maximum amount payable by us under this warranty is limited to the price paid by you for the works inclusive of GST.

This warranty does not extend to products used in the works which are not manufactured by us. Such products are covered only by the manufacturer's warranty and any guarantee expressed or implied by mandatory provisions of law.

This warranty as far as may be permitted by law excludes liability for any consequential loss or claims for damage to persons or property resulting either directly or indirectly from any failure or fault of the works.

This warranty shall not apply unless the goods have been paid for in full.

## **WHAT IS NOT COVERED BY THE WARRANTY**

This warranty does not cover the following:

- Normal maintenance costs
  - Product recalls
  - Damage caused by:
    - o Negligent, accidental or deliberate misuse
    - o Unauthorised repairs or modifications
    - o Liquid penetration
    - o Electrical interferences, power surges, voltage fluctuations or lightning or vermin, pests or insects
    - o Rust or corrosion
    - o Abnormal or excessive usage
    - o A flat battery is not a warranty issue, under the condition of a flat battery that will not come to life, we recommend our office is contacted for tech support in the first instance, if that fails the battery can be returned to us on inspection. If it a battery fails to come to life we may need to repair it.
- The benefits given to you by this warranty are in addition to any other rights and remedies you may have under any law in relation to the goods or services to which this warranty relates.

## **MAKING A CLAIM**

You must notify us of any claim under this warranty within 12 months from the date of supply of the product.

Your notification must be forwarded to us at the address at the head of this warranty.

You must bear your own expenses incurred by you in making a claim under this warranty.

No claims under this warranty will be accepted after 12 months from the date of practical completion of the works.

Before any warranty is offered the goods must be returned to us for assessment, if found to be defective we will repair, replace or refund the goods. Shipment to our factory is to be covered by the customer and Lithium Lab will cover the return freight if the claim is approved.

Legal Advice should be obtained as to the suitability of this warranty for the individual circumstances of each electrical contractor.