

## **WARRANTY AGAINST DEFECTS**

Cortek Holdings Pty Ltd T/A LED Eco Lighting and its successors and assigns ("the Supplier") provides the following limited warranty against defects. ("the Client") shall be the "purchaser"

### **1 WHAT THIS WARRANTY RELATES TO**

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1.1 This warranty relates to any products purchased from us or a supplier, contractor or reseller as new goods (original purchase). ("Defect").

### **2 WHAT THE SUPPLIER WILL DO TO HONOUR THE WARRANTY**

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2.1 The Supplier will be prepared to repair or replace the goods if the goods have a defect in the material or workmanship, or the goods fail to function as proposed.

2.2 **Any works required to be completed in addition to fixing the defect are the responsibility of the Client. Additional works includes any costs associated with the removal and re-installation of the product.**

### **3 WHAT THE CLIENT MUST DO TO CLAIM THE WARRANTY**

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3.1 To claim the benefit of the warranty, the Client will need to:

(a) present the defective Goods/Services to the Supplier for inspection, including inspection for defective workmanship, or otherwise provide evidence of the claimed Defect; and  
(b) provide evidence of proof of purchase upon request by the Supplier.

3.2 The claim listed in clause 3.1 may be made in person, or the claim may be sent to the address listed on this form, including the particulars required under clauses 3.1(a) and 3.1(b).

3.3 The appropriate form for making a claim for warranty is attached and must be used whether the claim is being made in person, or mailed to the address on this form.

### **4 DURATION OF WARRANTY**

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4.1 This warranty will cease from 3 years from the date that the product is purchased and after the Client takes delivery of the Goods in accordance with clause 5 of the Terms and Conditions of Trade.

4.2 If a Defect does not materialise in the Goods prior to the date provided in clause 4.1, the Supplier will have no liability to the Client under this Warranty against Defects and the Client releases the Supplier from all claims for loss or damage in any way connected with the Goods from that date that the product was purchased.

### **5 RESPONSIBILITY FOR COSTS OF CLAIM**

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5.1 The Supplier is responsible for the costs directly associated with repairing the Defect only.

5.2 Any works required to be completed under clause 2.2, which are in addition to those directly related to rectification of a Defect, will be at the cost of the Client.

### **6 RIGHTS AT LAW**

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6.1 The benefits given to the Client under this warranty are in addition to other rights and remedies of the Client at law in relation to the Goods.

6.2 The Supplier's Goods come with guarantees that cannot be excluded under the Australian Consumer Law. The Client is also entitled to have the Goods/Services repaired or replaced if the Goods fail to be of acceptable quality and the failure does not amount to a major failure.

# WARRANTY CLAIM FORM

**Warranty Providers Name:**

Cortek Holdings Pty Ltd T/A LED Eco Lighting

ABN 17 849 467 508

**Warranty Providers Address:**

260 Prospect Road Prospect SA 5082

**Date of Claim:**

**Client:**

**Contact No.**

**Email address.**

**Description of Goods provided:**

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**Receipt enclosed:**  
*(tick box)*

Yes     No

**Invoice No:**

**Description of defects (Give as much detail as possible. Use a separate page if required):**

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**Date of purchase and Place of purchase:**

I hereby declare that the information provided above is true and correct and to the best of my knowledge and belief and I have complied with all the conditions of the warranty.

Signed:.....

Name *(please print)*: .....

Dated: .....

[Please note, the issue or completion of this form by the Client does not constitute an admission of liability by the Supplier]