

# Legrand Australia Emergency Lighting Warranty Document

This warranty document sets out the express warranties that apply in respect of Legrand Australia Pty Ltd (ABN 31 000 102 661) (hereafter referred to as '**Legrand**') products sold by Legrand to the end user. This warranty document only applies to the products listed in Schedule 1 of this warranty document.

This warranty document is subject to Legrand's Terms and Conditions of Sale (**Legrand T&Cs**) (available at: <https://legrand.com.au/terms-and-conditions-of-sale>). Where there are any inconsistencies between this warranty document and the Legrand T&Cs, this warranty document will prevail.

## 1. Applicable Products

The 5 year Warranty set out in this warranty document applies to the products listed in Schedule 1 of this warranty document (**Products**). Each Warranty under this warranty document commences from the date of the invoice for each of the Products, and extends for the period set out in Schedule 1 (for the applicable Product) (**Warranty Period**).

## 2. Product Warranty

Subject to the conditions set out in clause 4 of this warranty document, Legrand warrants to the end user that if any Products are found, during the Warranty Period and on inspection by or on behalf of Legrand, to not conform to the promised standard of quality, or are otherwise defective in materials or workmanship, Legrand will provide the remedies set out at clause 3 (the **Warranty**).

The Warranty is granted exclusively to the end user and may not be assigned, transferred or delegated to any other person without Legrand's prior consent.

## 3. Remedies

If any Products are, on inspection by or on behalf of Legrand, found to fall within the Warranty set out at clause 2 of this warranty document (a **Defective Product**), Legrand will, at its absolute discretion:

- (a) repair the Defective Product to correct the defect or issue causing the Defective Product to not meet the Warranty;
- (b) replace the Defective Product with a replacement Product which meets the Warranty; or
- (c) if (in Legrand's discretion) options (a) and (b) are not reasonably practicable or available, provide the end user with a full refund of the price they paid for the Defective Product.

If Legrand provides a replacement or repair for a Defective Product under this clause 3, the end user is responsible for organising (and the costs of) uninstalation, installation, and commissioning of the replacement or repaired Product (which must be performed by a qualified service agent). The Warranty under this warranty document does not apply to any Products provided as a replacement under this clause 3.

## 4. Warranty Conditions and Exclusions

To be entitled to the Warranty, the end user must ensure that the Products are tested at least once every six months (starting from the date of the commissioning for the Product). The testing must be undertaken by a suitably qualified service technician or Legrand authorised service agent.

The Warranties set out in this warranty document do not apply in the following circumstances:

- To the extent that the Product is damaged after risk passes to the purchaser in accordance with the Legrand T&Cs.
- To the extent the Product has been subject to abnormal use, normal wear and tear, misuse, or abuse of the Product, or the end user has failed to exercise reasonable care in use of the Product.
- To the extent that any defect or issue is a result of failure to comply with the Product's operation and assembly instructions, or any directions of use given by Legrand.
- To the extent that any defect or damage to the Product is attributable to the installation or assembly of the Products by any unqualified or unauthorised third party.
- To the extent that the required Product testing has not been undertaken by a suitably qualified service technician or Legrand authorised service agent.
- To the extent the end user has made physical changes or alternations to the Product, or have replaced parts with unauthorised parts or parts sourced by unauthorised third parties. Replacement batteries must be Legrand approved.
- To the extent that any maintenance performed in relation to the Products have not complied with standard AS2293.2 maintenance requirements.
- To the extent any defect is related to software, where the software has not been updated in accordance with the Product instructions or requirements.
- To any components of the Product which are not manufactured or supplied by Legrand or any one of its related bodies corporates.
- To the extent where the defect, loss or damage is a result of fire, flood, lightning, or any other act or event beyond the reasonable control of Legrand.

Subject to Clause 5, Legrand will not be liable for any indirect or consequential loss or damage in connection with the purchase or use of any product.

## 5. Consumer rights

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

Nothing in this warranty document is intended to limit or replace any remedies or guarantees the end user is entitled to as a 'Consumer' under the Australian consumer Laws set out a Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

Except for any liability which cannot be limited by law. Legrand's liability to you in connection with any breach of the consumer guarantees is limited (at Legrand's discretion) to:

- the replacement of the goods or the supply of equivalent goods;
- the repair of the goods;
- the payment of the cost of replacing the goods or of acquiring equivalent goods; or
- the payment of the cost of having the goods repaired.

## 6. Making a warranty claim

In order to make a claim under the Warranty, the end user must contact Legrand at the contact details set out at clause 7, setting out the details of alleged defects or issues in a Product. Legrand will then contact the end user with instructions for next steps, which may include requesting the end user to send the Product to Legrand for inspection. Legrand may also request additional details, information or evidence about the Product or the alleged defect or issue.

A claim can only be validly made under this Warranty if all the following are satisfied:

- The end user contacts the Legrand services centre through the contact details provided in Clause 7 of this warranty document within 14 business days after the date the Product defect or issue is discovered.
- The end user provides all supporting documents (warranty document, applicable Product invoice (or proof of purchase), evidence of compliance with testing and maintenance requirements, baseline data in accordance with standard AS2293.2) and information concerning the alleged defects or issues in the Products, at Legrand’s request.
- The end user returns the Product to the Legrand nominated service centre. The end user is responsible for all costs associated with shipping, packaging, and insuring the Products during transit to the Legrand nominated service centre.
- The end user has complied with the warranty conditions set out in clause 4 of this warranty document.
- The end user has not appointed any unqualified third party or contractor to resolve or diagnose the defects or issues relating to the Product. If the end user has appointed an unqualified third party or contractor, Legrand is not responsible for any costs incurred by the end user (and the Warranty for that Product may be voided).

On inspection by or on behalf of Legrand of the product, if the Warranty claim is found not to be legitimate, Legrand is entitled to charge the end user for all expenses reasonably incurred by Legrand in relation to the claim.

## 7. Contacts for Claim

Legrand’s service centre contact details for the purpose of any claims made under the Warranty are below

### LEGRAND AUSTRALIA PTY LTD

Nexus Industry Park, Building 4, 43-47 Lyn Parade, PRESTONS NSW 2170

1300 369 777 - [sales.orders@legrand.com.au](mailto:sales.orders@legrand.com.au)

## Schedule 1 - List of Products

Type	Luminaire range	Product type
Exit	G2, Bolt	Premium Standalone Emergency
	Edgelight, E2, E3 & Dynamex	
	Weatherproof 24 m, 32 m	
	Large Exit 32, 48, 60 m	
	Freezer Weatherproof 24 & 32 m	
	Securit	
	WP Enclosure	
Satellite (Recessed & Surface mount)	Satellite range covering D50, D63, Corridor (D80), Super Satellite (D100) variants	Axiom & Galaxy compatible luminaries
	Weatherproof Freezer Weatherproof	
Other	Bulkhead & Twin spotlight	
Batten	WP3 range	
Batten	Eco Weatherproof Eco LED	Mains 240 V Galaxy compatible luminaries
Other	Economy LED Oyster	Mains 240 V Galaxy compatible luminaries
Other	Axiom & Galaxy backbone items	Axiom (WAC) & Galaxy Server + Stations (Small, Medium & Large)

**Economy Range Standalone Emergency is excluded from this range.**