

# Guarantee and Warranty Statement



Unios Australia Pty Ltd  
ABN 56153467040

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Email sales@unios.com

Address 37 Boom Street,  
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Unios Australia Pty Ltd ("**Unios**", "**we**" or "**us**") is an Australian owned and operated company with a focus on LED technology and design innovation beginning in 2011. With distributors across every state/territory in Australia, New Zealand and the head office based in Western Australia, Unios provides high-quality, energy-efficient LED fixtures to its end-users.

Unios gives each purchaser ("**you**") a warranty against defects in products manufactured by Unios subject to the terms and conditions set out in this Guarantee and Warranty Statement ("**Guarantee**", "**Warranty**"). The Guarantee covers products branded and marketed as "Unios" only ("**Products**").

The following terms are effective immediately for any Products purchased and agreements entered into from 01.07.2019. Any communication, demand or claim requesting replacement, repair or the payment of monies by Unios will be void unless Unios communicates acceptance of the claim in writing to you.

This Guarantee may be amended from time to time by Unios and you are bound by any amended terms notified in writing by Unios.

The following terms, in addition to the above terms and the terms set out in our Warranty Terms and Conditions (found at [www.unios.com/warranty](http://www.unios.com/warranty)) apply in respect of all Products.

## GENERAL WARRANTY CONDITIONS

Except where expressly specified otherwise, the Warranty is up to a maximum of five (5) years from the date of the first invoice issued by Unios in respect of each Product ("**Invoice Date**"). Your rights pursuant to the Guarantee are subject to and conditional on the following conditions, which apply to all Products (subject to express variations notified in writing by Unios):

- All years of coverage for any Product is stated within the datasheet or Warranty form which can be found at <http://www.unios.com/warranty/>.
- Any claims or demands made pursuant to this Guarantee must be submitted via our Warranty form and made within 30 days of identifying the fault ("**Claim Period**").
- On receipt of a claim pursuant to this Guarantee, Unios may require you to deliver the relevant Product to Unios for inspection or arrange for collection of the Product from you, at the physical address set out in the header of this document. Unios will then inspect the Product and advise you as to whether the claim is accepted within a reasonable time of receipt of the Product. If the claim is accepted by Unios, Unios will reimburse you for any reasonable freight costs involved in delivering the Product to Unios for inspection upon receiving documentary proof of those costs having been incurred by you.
- If requested by Unios at any time, you must immediately cease use of the Product to prevent any further damage.

- To the extent allowed by law, you agree that any repair, refund or replacement of Products carried out by Unios under this Warranty is your exclusive remedy in respect of any defective, damaged, incorrect or non-compliant Product and you will not make any claim or demand or commence any Court or other proceedings in breach of this term.
- Except where expressly stated in this Warranty and/or as required under law, Unios makes no warranties, guarantees, statements or representations in relation to products or goods manufactured or supplied.
- The finish on any Product will be free of cracking, peeling, corrosion defects or any excessive fading. Any custom finishes will be provided with a standard twelve (12) month Warranty for indoor use unless stated otherwise by Unios. Warranty does not cover any natural inevitable deterioration of materials, for example the natural patina process of brass materials.
- Mechanical and LED components of Products are covered for the years stated and will guarantee any product defects or workmanship faults by Unios. Any custom-made accessories or alteration to any Product must be approved by Unios in writing prior to any works being undertaken on the Product otherwise any claims of warranty will be void. For any custom components that either affect the mechanical or electrical properties of the Product, Unios reserves the right to apply Warranty periods provided by the third-party accessory supplier in its sole discretion.

- LED drivers are covered with the respective Warranty periods:
  - 3 years from the Invoice Date – all Unios G1 drivers (PCXXXXXX or SKXXX... or GLPXXX... or LCZXXX... or AEDXX.....) are covered within this period.
  - 5 years from the Invoice Date – all Unios G2 drivers (FPXXXXXX or UNXXX or ALDXXX or KVFXXX) are covered within this period.
  - Any Non-Unios electronic drivers will take on the Warranty provided from the respective sub-brand.

## EXCLUSIONS

Despite any term of this Guarantee or any other document, Unios is not liable for any repair, replacement, claim, demand, loss, damage or cost ("**Claim**") if:

- A claim or demand made by you pursuant to this Guarantee is not made within the Claim Period;
- You did not cease use of the Product immediately after being requested by Unios to do so;
- The Product has not been used for its purpose for which it was designed (including but not limited to where a Product not intended for external use or application is used in an external environment);
- The Product has been subjected to an electronic driver not supplied or authorized in advance by Unios;

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- Information set out in any specifications, datasheet, instruction manual or other instructions of Unios or the manufacturer of the Product have not been complied with;
- The Product has been removed from its original installation site;
- The Product was installed into limestone or a highly acidic soil environment, unless written consent was provided by Unios prior to installation;
- After Unios provides the Product, the Product is re-purchased via a re-seller of any Product (other than an authorized distributor) or the Product is not supplied or provided by Unios directly (or by an authorized Unios distributor);
- The Product has been installed by a non-licensed contractor or a contractor who does not hold a valid electricians license in the product's installed region;
- The Product has been subjected to misuse, mishandling and/or improper installation. This includes circumstances in which the product is deemed as defective and an electrical contractor or other person has attempted to "repair" the Product prior to reporting the fault to Unios or prior to delivering the Product to Unios for inspection;
- The damage, defect or failure arises from an alteration, modification, variation or accessorizing of the Product;
- The damage, defect or failure arises from an "Act of God" or an unpredictable event or an event outside Unios' reasonable control, including but not limited to extreme weather, natural disaster, war or industrial action or conflict;
- The damage, defect or failure arises from your acts or omissions or the acts or omissions of third parties;
- The damage, defect or failure is indirect, including damage, defect or failure relating to any equipment ancillary to the Product. Unios is not liable for any Claim related to inconvenience caused by damage, defect or failure of a Product, or costs or expenses associated with disposing of the Product or any consequential loss such as loss of profit.

- The damage, defect or failure arises from vandalism, theft or attempted theft;
- The damage, defect or failure is covered under insurance contracts;
- The damage, defect or failure does not affect the functionality of the product, other than those covered by the structural and finishes Guarantee stated;
- The damage, defect or failure arises from electrical surges or exceeding input voltage limits of the Product;
- The damage, defect or failure arises from incorrect power supply/driver pairing;
- The damage, defect or failure arises from operation of the Product in environments exceeding the ambient temperatures specified;
- The damage, defect or failure arises from a failure to maintain product IP ratings through incorrect installation and cabling methods; or
- You present the relevant Product to Unios for inspection without the original product label and batch (date) label.

## PRODUCT & PUBLIC LIABILITY INSURANCE

Unios Australia Pty Ltd holds a third-party policy in product and public liability that covers any claims of personal injury or property damage caused by Products supplied by Unios subject to the terms of this Guarantee. In any circumstance where an insurance claim is required, Unios is not liable for any Claim arising from any variance or difference between different insurance provider coverage.

## UNIOS' WARRANTY AND GUARANTEE OBLIGATIONS

Where Unios accepts a Warranty claim, Unios must:

- If the defect, damage or failure is minor in Unios' opinion, replace any components to restore the Product to a working condition, replace the whole Product, repair the Product or provide a refund of the original purchase price paid for the Product (in Unios' sole and absolute discretion); or

- If the defect, damage or failure is major in Unios' opinion, repair the Product (if possible in Unios' opinion), replace components of or the whole of the Product (subject to product or component availability, alternative models may be offered) or provide a refund of the original purchase price paid for the Product (at your choice, provided that you advise Unios in writing of your election in your Warranty claim or within seven (7) days of request by Unios).
- Any costs associated with labour must be authorized by Unios in the form of written confirmation prior to any works being undertaken. Unios reserves the right to reject any unapproved labour cost claims. Unios reserves the right to refuse a quoted amount by the original installation contractor and provide its own labour to carry out the rectification works and Unios is not liable for any Claim connected to its election to do so.
- If at any time, we discover that Unios is not liable for a Claim in respect of a defect under this Guarantee, Unios may refuse any prior agreed costs, compensation, replacement or repair with no liability. Unios hold the right to claim any reimbursement for reasonable expenses outlaid during the warranty process.
- If a Product is deemed defective, the Warranty period remains as the balance of the remaining time from the original Invoice Date.
- Unios reserves the right to alter fittings or specifications at any time.

## AUSTRALIAN CONSUMER LAW 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. Your rights contained in this Warranty are in addition to consumer guarantees set out in the Australian Consumer Law, which cannot be excluded by agreement.

Our Warranty form, which can be found at <http://www.unios.com/warranty> sets out your entitlements as an Australian consumer in respect of warranties given under the Australian Consumer Law. Please do not hesitate to contact us should you have any queries.

# Warranty Claim Form



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Please ensure that all fields are completed and that all information you have provided is correct.

If you have filled this form out electronically, please save and email to [sales@unios.com](mailto:sales@unios.com) with all required attachments.

If you have filled this form out manually, please scan in and email to [sales@unios.com](mailto:sales@unios.com) with all required attachments.

All warranty claims must be submitted with the following documentation:

1) Completed Warranty Claim Form	2) Proof of purchase	3) Electrical installation certificate
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\* Required Field

*Site Contact:	*Site Contact Number:	*Invoice Date:
*Place of Purchase:		*Invoice Number:
*Address of Installation:		

Additional Site Notes (eg. building access / height access):

*Electrical Contractor:	*Electrical License Number:	*Contact Number:
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1	*Qty	*Product Name	*Power	*Colour Temp	*Finish
	*Description of Claim				
2	Qty	Product Name	Power	Colour Temp	Finish
	Description of Claim				
3	Qty	Product Name	Power	Colour Temp	Finish
	Description of Claim				

Unios® reserves the right to deny any claims where the product has not been installed by a licensed electrical contractor, incorrect installation practice, product negligence or misuse. In the case of an electrical contractor issued out by Unios®, Unios® reserves the right to issue a fee if it is found that the installation does not adhere to the instructions supplied.

Due to rapidly changing technology, Unios® reserves the right to replace products with current models which may differ slightly in appearance from the original. If a product is replaced or exchanged, the return becomes the property of Unios® Pty Ltd.

My signature below indicates I agree to the terms of this claim.

*Signature:	*Date:
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