

WARRANTY STATEMENT

Hawko Lighting Group Australia guarantees the soundness and quality of the items produced, and warrants all products against defects in material and workmanship, for set periods listed below. This limited warranty does not include any damage to the product that results from abnormal mechanical or environmental conditions, abuse, accident, misuse, insufficient or excessive electrical supply, natural disaster, or any unauthorized modification, repair, disassembly or the failure of the Purchaser to install the product according to specific installation instructions either supplied with each product, available on the Hawko website or via a Hawko representative. All Hawko Fittings are warranted to a maximum of 30 degrees ambient temperature.

All products are to be installed in accordance with the local, state and country electrical code and appropriate regulatory authorities should be contacted and consulted where required.

The liability of Hawko Lighting Group Australia shall be limited to the actual sales price of any defective products to which a claim has been made, and shall in no event include the Customer’s lost profits or goodwill, or any other direct, indirect, special, incidental or any other consequential damages whether based on contract, tort or other legal theory. All claims are limited to the repair or replacement of the products and do not include any labour or transportation charges. Hawko Lighting Group offers no warranty on lamps other than the lamp manufacturer’s warranty or guarantee if any. Hawko Lighting Group Australia accepts no responsibility for damage to any ancillary equipment or inconvenience caused by the failure of our products.

All warranty claims must be returned to Hawko for assessment with a receipt or other proof of payment. All warranty claims are subject to the manufacturer’s review and acceptance. Hawko Lighting Group Australia shall not be bound to consider any claim which is greater in amount than the actual sales invoice value of the goods claimed to be faulty when delivered. Acceptance of delivery of goods returned for credit does not signify agreement to repair, replace or issue credit until after the goods have been inspected and deemed to fall within Hawko’s warranty terms.

Warranty Table:

<i>LED Zhaga Profiles</i>	<i>7 Years Warranty</i>
<i>LED Flex & Profiles</i>	<i>5 Years Warranty</i>
<i>LED External</i>	<i>5 Years Warranty</i>
<i>LED Power (Meanwell, Tridonic & Osram Drivers)</i>	<i>5 Years Manufacturing Warranty</i>

Fig.1

WARRANTY STATEMENT

1. Definitions

“Consumer” has the same meaning as in the Competition and Consumer Act 2010.

“Goods” means goods produced by Hawko and supplied to the Consumer, excluding lamps;

“Hawko” means Hawko Lighting Group Australia Pty Ltd ACN 131 971 750, of Cnr Development Court and Enterprise Street, Caloundra QLD, Phone (07) 5491 5800;

“Warranty” means this warranty;

“Warranty Term” means years stated (Fig.1 table) starting from the date the consumer receives the Goods.

2. Warranty Terms

(a) If the Goods are faulty or defective then Hawko will, in its sole discretion, either repair, replace or compensate the consumer for the damage to the goods, up to a maximum amount of the actual sale price of the goods, subject to clause 2(g).

(b) In order for the Consumer to claim under this warranty, the goods must not have been subject to any abnormal mechanical or environmental conditions, abuse, accident, misuse, insufficient or excessive electrical supply, natural disaster, or any unauthorised modification, repair, disassembly, or failure of the Consumer to install the Goods according to this specific installation instructions supplied with the Goods or available on the Hawko website, or via a Hawko representative. This Warranty will also not apply if the consumer has not had the Goods installed in accordance with the local, state and national electrical codes and any appropriate regulatory authority’s requirements.

(c) This Warranty is provided by Hawko and applies for the Warranty Term.

(d) For a Consumer to claim under this Warranty, the Consumer must return the Goods to Hawko at the address outlined in clause 1 above, or any other current address stipulated on Hawko’s website from time to time, with receipt or other proof of payment;

(e) This Warranty is limited to the amount paid for the Goods by the Consumer, and the Consumer is responsible for any labour or transportation charges in relation to the Goods.

(f) The benefits provided to the Consumer by this Warranty are in addition to other rights and remedies available to the Consumer under the law.

(g) Hawko’s Goods come with guarantees that cannot be excluded under the Australian Consumer Law. The Consumer is entitled to a replacement or refund for a major failure. The Consumer is 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.