

## EVOLVE PRODUCT WARRANTY

### Terms and Conditions

#### **Our Warranty to You**

**As an Evolve Lighting Customer we warrant that our products:**

- Are free from defects in materials and workmanship.
- Are fit for the purpose for which they are designed.
- Match their specifications and any sample given
- Have facilities for repair and spare parts available for a reasonable period.

#### **Our Warranty Service to You**

**With our 3, 5 and 7-year standard warranty our obligation to you is to either (in the below order):**

- Repair the product (if possible); or
- Replace the product with an acceptable replacement; or
- Refund the purchase price to you.

#### **Exclusions from our Warranty Service**

**Our Warranty service will not apply if:**

- The Luminaire has not been installed by a qualified electrician/installer.
- The product has been incorrectly installed by:
  - ignoring instructions; or
  - Installing in a location not suitable for the stated IP and IK ratings.
- Accidental or intentional damage by any party.
- The product is subjected to any unauthorized modifications.
- Damage due to physical or electrical connection with a third-party product,
- Product misuse, including, but not limited to the following:
  - Use in an environment where the ambient temperature exceeds what is noted on the specification sheet.
  - Use in an environment where the relative humidity exceeds specification.
  - Failure to keep the luminaire clean and free from dust, dirt or debris.
- The luminaire is not sufficiently well ventilated.

#### **How to get a Warranty Service**

**To receive a warranty service from us you will need to:**

- Provide us with proof of purchase.
- Return the product to us for inspection.

**All claims or enquiries made under this warranty shall be processed as follows:**

1. Within 7 days of becoming aware of an alleged fault, the customer must contact their local wholesaler, to whom can contact Evolve.
2. The customer must provide a proof of purchase from the supplier.
3. If accepted as a valid warranty claim within the terms described in this document, Evolve NZ Ltd, will make suitable repairs, provide equivalent replacement product or refund the original purchase price.
4. Evolve NZ Ltd may request the customer to return goods for repair or further investigation. In these such cases the customer will be provided a Goods Return Authority (GRA) number.
5. If, after review of the claim or further inspection of goods, the claim is rejected, the customer will be provided with a full explanation, and if requested, the goods will be returned.

**PLEASE CAREFULLY READ THE PRODUCT SAFETY INFORMATION BELOW**

**EVOLVE PRODUCT SAFETY INFORMATION**

- 1.** Use only qualified personnel to install any Evolve NZ Luminaires. Specific electrical and safety standards need to be followed.
- 2.** Certain luminaires do not have Ingress Protection (IP) rating, meaning they are not protected against corrosion, moisture, dust or water damage. Please check the IP rating of the luminaire before installing. Corrosion as a warranty claim will not be accepted if the IP rating is ignored.
- 3.** High pressure hoses (Water Blasters) must not be used to clean any IP rated products. All luminaires must be free of any cleaning chemicals or detergents, unless stated otherwise.
- 4.** Your Luminaire must be well ventilated. Excessive heat in a LED cavity could cause product failure.
- 5.** Each luminaire has a specific power requirement and unique attributes. Please ensure you carefully read and follow individual instructions.
- 6.** Luminaires are not suitable to be exposed to a marine environment unless the product specification clearly indicates.
- 7.** Luminaires must be free of dust, dirt and obstructions to enable the light to emit onto the desired area.
- 8.** Luminaires that are installed without following the correct installation procedure detailed in the product instruction manual and specification sheet will not be accepted through a warranty claim. If the installer does not receive a copy of the required document's, it is their responsibility to obtain these documents before installation.
- 9.** Ambient temperature of any Luminaire should not exceed the working temperature stated on the specification sheet.
- 10.** Evolve NZ is not liable under any circumstances for any charges relating to the removal, reinstallation, or freight in regards, to product installations.
- 11.** All warranty claims must be sent to Evolve NZ Ltd at their own expense unless prior arrangements have been made with Evolve NZ Ltd.

## EVOLVE 3-YEAR ONSITE WARRANTY

### Terms and Conditions

The 3-year onsite warranty is applicable to the Evolve Apollo Pro Highbay, purchased after 1<sup>st</sup> October 2017 and for projects selected by Evolve NZ Ltd at their sole discretion.

Goods must be registered with Evolve NZ Ltd within 6 months of date of purchase. The on-site warranty is not available to products purchased second hand. The warranty applies to goods purchased and installed only in New Zealand.

This 3-year onsite warranty applies in addition to the terms and conditions contained in our standard warranty. Proof of purchase must be verified by providing a copy of purchase receipt at time of claim.

This 3-year onsite warranty covers replacement product and on-site costs that relate to faulty Evolve NZ Ltd products which have been installed for their intended purpose only.

If a claim is made under this warranty and this warranty applies then we may, at our own discretion repair the product, replace the product with identical or equivalent product or refund the original purchase price of the product.

The warranty also covers reasonable labour cost and equipment hire incurred with removing, repairing and replacing defected products or components. The cover of labour will be only during normal business hours 7am - 4pm. Evolve NZ Ltd will cover costs of necessary equipment that may be required such as scaffolding or lifts. The electrical contractor will be chosen by Evolve NZ Ltd. In exceptional cases, electrical contractors may be chosen by the customer in which case labour cost and equipment hire will only be covered by Evolve NZ Ltd after a quote has been received and approved in writing.

The warranty does not apply to:

- Any other ancillary costs incurred in connection with remedying the defects (such as, for instance, disposal of faulty or replaced product, mileage, travel time, callouts, third party supervisors and security personnel; such costs shall be borne by the customer
- Parts subject to wear, such as, for instance, all standard lamps and batteries
- Logistics claims where damages are reported more than 3 months after despatch date.

### **Exclusions from our Warranty Service:**

#### **Our Warranty service will not apply if:**

- Non-compliance with safety regulations and installation instructions.
- Faults caused by a connection to an incorrect or unstable power supply.
- If the product has not been installed by a Qualified Electrician or Installer.
- Accidental or intentional damage by any party.
- External influences (e.g. Weather, Transit Damage)
- Product misuse, including but not limited to the following:
  - Use in an environment where the ambient temperature exceeds 45°C.

- Use in an environment where the relative humidity exceeds the IP rating of the luminaire.
- Failure to keep clean and free from dust, dirt or debris.