

# Warranty Statement

## *We put our customers first*

When you buy a Domus Lighting product, that product comes with a promise of expected performance. When one of our goods doesn't perform to the standard you'd expect, we're quick to see what we can do to rectify the situation.

As an Australian family owned and operated company, we personally see to it that our customers are well looked after and receive both a product and service that we can be proud of. Domus Lighting provides some of the longest warranty durations in the lighting industry, and go to great lengths to ensure that every one of our customers feels confident that they made the right decision in choosing a Domus product.

If you've run into an issue with one of your Domus Lighting products, please read through this document and complete the warranty claim form on [domuslighting.com.au/warranty](https://domuslighting.com.au/warranty) and we will look into your issue as soon as possible.

Nothing in this Warranty claims to modify or exclude the conditions, warranties and undertakings, and other legal rights, under the Australian Competition and Consumer Act 2010 and other laws. This Warranty gives you benefits in addition to other rights and remedies available to you and identifies a preferred approach to resolving warranty claims.

## 1. Definitions

- 1.1. In this document, "we", "us", and "our" refers to Domus Lighting Pty Ltd or Domus for short.
- 1.2. The "customer" or "you" refers to the end user who purchases one of our new and unused products through an authorised distributor.
- 1.3. The "product" refers to products with the Domus Lighting brand, or products that use other brands owned by Domus, that have been purchased in Australia.
- 1.4. "Part Replacement Warranty" refers to the replacement of the faulty component but not the product in its entirety. This may include, but is not limited to, battery or motor replacement.
- 1.5. "Replacement Warranty" refers to a warranty that entitles you to a new product if the old one is found to be faulty but does not cover the cost of removal or re-installation.
- 1.6. "In-home Warranty" refers to a warranty that includes replacement and re-installation organised by Domus Lighting.
- 1.7. We define "Residential Application" as being installed in a domestic environment such as a house or apartment, with usage not exceeding an average of 8 hours per 24-hour period.
- 1.8. We define "Commercial Application" as being installed in the address of a registered business or service, and or; with usage not exceeding an average of 12 hours per 24-hour period.

## 2. Warranty

- 2.1. In order to be eligible for a warranty claim:
  - a) The customer must have been the purchaser of our product and must be able to show their proof of purchase.
  - b) The product must have been installed by a licensed electrician.
  - c) The customer must be able to provide evidence of the fault.
  - d) The product must have been installed in accordance with our installation guidelines.
- 2.2. Please also note the following:
  - a) Unless otherwise stipulated as an in-home warranty, our standard warranty is limited to a replacement or parts replacement warranty only.
  - b) Our standard warranty period will vary from item to item, and within each item will vary depending on whether the product application is residential or commercial. Please refer to the "Warranty Durations" table in this document to determine your product warranty duration.
  - c) The duration of the warranty runs from the original date of purchase.

# 3. Conditions

## 3.1. Our warranty may be made void if:

- a) The product has been damaged as a result of non-adherence to our product installation guidelines.
- b) The product has been purchased through a non-approved reseller.
- c) The product is found to be defective resulting from misuse, accident, neglect, abuse, tampering, modifications or unauthorised repairs being carried out to the extent that it differs from the original product.
- d) The product has not been maintained as per any guidelines in the installation manual.
- e) The product has been damaged due to normal wear and tear.
- f) The product has been damaged due to incorrect input voltage, and / or the electrical installation in which the product operates is subjected to voltage fluctuations in a range exceeding 240V +/- 10%.
- g) The product has been subject to adverse external conditions such as power spikes / surges, lightning, extreme weather, exposure to heat, corrosion, force majeure, or infestations of insects / vermin.
- h) The product has been damaged due to its use in conjunction with unauthorised and/or incompatible products outside of the Domus product range.
- i) The product has been installed by an unlicensed electrician.
- j) The product is not a Domus product.
- k) The product damage has been caused by alternative power systems (for example solar inverters)
- l) The product has been installed in a location inappropriate for its IP rating.
- m) The product has been installed in a location where it cannot be easily serviced, repaired, or replaced without causing further damage to the fitting or its surroundings.
- n) The product is found to have been improperly stored or used.
- o) Proof of purchase cannot be provided.
- p) The product has corroded due to being installed within 5km of a saltwater environment.
- q) LED fittings have been installed on the same circuit as fluorescent lighting, exhaust fans, bathroom 3-in-1 units, ovens or microwaves. Having these installed on the same circuit with LED light fittings will void the warranty.
- r) The product has been damaged due to vibration or other effects suffered while in mobile accommodation including caravans, mobile or relocatable homes, and or boats.

# 4. Limitations

- 4.1. Condensation formed in any outdoor fitting is considered normal and is not covered under warranty unless it is excessive, causing failure.
- 4.2. If a product is unavailable or has been superseded by a newer model, the closest possible alternative will be supplied.
- 4.3. We do not cover flickering or humming resulting from input voltage, frequency, cable connections, dimmers, sensors, or any other accessory provided by third parties.
- 4.4. Non-structural corrosion damage of 316 stainless steel components such as surface rust, tea staining is not covered under warranty.
- 4.5. We will not provide replacements for products that are still performing to their published specifications and features.
- 4.6. In-home warranties do not cover the cost of hiring any special equipment required to access the product, such as scaffolding or scissor lifts.
- 4.7. Any cost to inspect, remove, replace or re-install the product must be approved by Domus in advance. We will not accept back charges after rectification.
- 4.8. Domus reserves the right at our discretion to use the installing contractor, our contractors, or a 3rd party contractor to service the in-home warranty.
- 4.9. We do not guarantee we will bear any travel cost incurred when servicing locations outside of metropolitan areas.
- 4.10. In the event that the warranty is found to be void, the product is not faulty, or it is found that the product in question was not a Domus product, then a service charge may be incurred to cover the cost of the callout.

## 6. Making a Warranty Claim

- 6.1. Take photos and or videos documenting the issue with the Domus Product
- 6.2. Have on hand the following:
  - a) A copy of your proof of purchase.
  - b) The details of the electrician who installed the product.
- 6.3. Visit [domuslighting.com.au/warranty](https://domuslighting.com.au/warranty) and fill out the online warranty form.
- 6.4. A member of our team will review your submission and will be in touch as soon as possible. Please allow for at least 5 business days.
- 6.5. We may need to inspect the faulty product for testing purposes. In this case, the customer will be required to send the product to Domus head office.
- 6.6. If the claim is rejected, you will be provided with a detailed explanation outlining the reason why.

## 7. Limitation of Liability

- 7.1. To the full extent permitted by law all warranties other than provided herein are expressly negated, and Domus shall not be liable with respect to any loss or damage whether direct or indirect or consequential arising from your purchase, use or no-use of a Domus product.
- 7.2. Provisions of the Competition and Consumer Act and other State legislation in Australia, may imply guarantees, warranties and conditions, or impose obligations, upon Domus which cannot, in whole or in part, be excluded, restricted or modified. To the extent permitted by law, Domus' liability (if any) arising out of or in relation to our product(s) supplied shall be limited at its option, to:
  - a) the replacement of the product/s or the supply of equivalent product(s).
  - b) the repair of the product(s).
  - c) the payment of the cost of replacing the product(s) or of acquiring equivalent product(s).
  - d) the payment of the cost of having the product(s) repaired.

## 8. Disclaimer

- 8.1. Domus Lighting reserves the right to, at its own sole discretion, to amend and or update the terms and conditions of this policy in the future without notice.

## 9. Australian Consumer Law Notice

- 9.1. The benefits to you were given by this warranty are in addition to other rights and remedies you have under law. 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 failures.

## 10. Our Details

|                          |  |
|--------------------------|--|
| <b>Name:</b>             | Domus Lighting Pty Ltd   |
| <b>ABN:</b>              | 40 001 258 279   |
| <b>Business Address:</b> | 29-31 Richland St Kingsgrove NSW 2208  |
| <b>Telephone:</b>        | +61 2 9554 9600  |
| <b>Email:</b>            | <a href="mailto:warranties@domuslighting.com.au">warranties@domuslighting.com.au</a> |

# Warranty Durations

| Product Category   | Residential Warranty   | Commercial Warranty  |
|--|--|--|
| Interior   |  |  |
| Downlights (Purchased before 01/05/2023)   | 3 Year Replacement   | 2 Year Replacement   |
| Downlights (Purchased from 01/05/2023)   | 5 Year Replacement   | 3 Year Replacement   |
| LED : Strips, Globes, Oysters, Wall Lights (excluding MAXI Series), Step Lights  | 3 Year Replacement   | 12 Month Replacement   |
| LED Battens, LED Panels, MAXI Series   | 5 Year Replacement   | 3 Year Replacement   |
| Pendants (excluding MAXI Series), Table and Desk Lamps, Floor Lamps, Ceramic Lights, Hollywood Lights                              | 12 Month Replacement   | 12 Month Replacement   |
| Exterior   |  |  |
| LED: Wall Lights, Spotlights, Steplights, Security Lights, Floodlights, Garden Lights, Deck Lights, Inground Lights, Bunker Lights | 3 Year Replacement   | 12 Month Replacement   |
| Bollard Lights, Traditional Exterior Lights, Polycarbonate Wall Lights, Acrylic Spheres  | 12 Month Replacement   | 12 Month Replacement   |
| Power Supplies and Controllers   |  |  |
| LED Power Supplies and Controllers   | 3 Year Replacement   | 12 Month Replacement   |
| IP67 Power Supplies  | 5 Year Replacement   | 3 Year Replacement   |
| Air Movement   |  |  |
| Ceiling Fans, Exhaust Fans, and Bathroom Heaters   | 6 Years Total:<br>(3 Years In-Home, then 3 years Part Replacement)         | 6 Years Total:<br>(3 Years In-Home, then 3 years Part Replacement)           |
| Emergency Lighting   |  |  |
| Emergency Lighting   | 5 Year Replacement,<br>4 Year Battery Replacement                          | 4 Year Replacement,<br>4 Year Battery Replacement                            |
| D43 Emergency Lights   | 2 Year Replacement   | 2 Year Replacement   |
| COB LED Strips   |  |  |
| COB LED Strips   | 3 Year Replacement,<br>Total 5 year replacement when used with our drivers | 12 Month Replacement,<br>Total 2 Year replacement when used with our drivers |

All other products not listed are covered by a 12 month replacement warranty.