

PRODUCT WARRANTY

ABN 74 169 640 466

NOCTURNAL LIGHTING PRODUCT WARRANTY TERMS AND CONDITIONS:

1. All warranty claims are subject to manufacturer's review and acceptance.
 2. Nocturnal Lighting warrants that it uses reasonable care and skill to ensure that its lighting products are of reasonable quality. Nocturnal Lighting will, at its cost and in its sole discretion:
 - (i) Remedy any defect or fault in any product purchased; or
 - (ii) Replace any product in respect of which there is a defect or fault, during the warranty period, provided that written notice is given by the purchaser to Nocturnal Lighting of any such defect or fault in the product as soon as the purchaser becomes aware of that fault or defect. All warranty claims must be returned to Nocturnal Lighting for assessment with a receipt or other proof of payment. No warranty is given in respect of any glass contained in any product.
 3. Nocturnal Lighting has no liability to remedy any defect in a product or replace a product where the defect or fault is caused or contributed to by:
 - (i) The failure of the purchaser to install the product according to specific installation instructions either supplied within each product box or carton or available through Nocturnal Lighting's representative.
 - (ii) Use of the product in a manner or for a purpose for which it was not designed.
 - (iii) The Modification of the product in any way not approved in writing by Nocturnal Lighting.
 4. All site application or installation must reflect these procedures otherwise the product warranty will be considered void or will not take effect.
 5. Except as provided for in this warranty, and to the extent allowed by law, Nocturnal Lighting's liability in respect of the product under the law of any state or territory is excluded. Where liability may be limited but not excluded by any applicable state or territory law, liability is limited to the full extent possible under that law.
 6. The local trade practices legislation shall apply and Nocturnal Lighting exercises all of its rights to limit its liability to the full extent allowed.

This clause 6 applies in respect of the goods or services supplied by Nocturnal Lighting which are not of the kind ordinarily acquired for personal, domestic, or household use or consumption.

Warranty is limited to any one of the following, as determined by Nocturnal Lighting in its sole discretion:
 - (i) The replacement of the goods or the supply of equivalent goods;
 - (ii) The repair of the goods;
 - (iii) The payment of the cost of replacing the goods or acquiring equivalent goods; or
 - (iv) The payment of the cost of having the goods repaired.
- In no event will Nocturnal Lighting be liable to the purchaser for any damages, including lost profits, lost savings or any other incidental or consequential damages arising out of the use or inability to use the product or any claim by any other party. All claims are limited to the repair or the replacement of the products only and do not include any labor or transportation charges. The entire risk as to the use and performance of the product is assumed by the purchaser.
7. Power tools shall not be used to tighten or assemble products. Any damage claim or product failure associated to this matter will be promptly dismissed or rejected.
 8. All installations shall be performed in accordance with the local, state and country electrical code. Appropriate regulatory authorities should be consulted where required.
 9. Nocturnal Lighting products have been factory tested, documented in the catalogue and/or listed by governing safety bodies or public safety agencies to comply with rules and regulations in effect at the time of registration. Product must therefore be used within these parameters and selection must be exercised accordingly by consultants and lighting professionals to extend and preserve public safety during the installation and after.
 10. All items must be properly grounded when required and all installations should be performed by a professional electrician and/or a duly licensed contractor carrying proper liability insurance.

11. All information supplied by Nocturnal Lighting's representatives shall be reflected in the catalogue or verified with Nocturnal Lighting directly if it deviates from the primary intended use of a specific product or the product limitations.
12. All installation matters and failures related to installation matters will be the installer's responsibility and will remain so throughout the life of the product.
13. Lamp wattage and matching replacement parts must be respected throughout the product life.
14. There is no warranty offered on lamps other than the lamp manufacturer's warranty, if any.
15. Nocturnal Lighting accepts no responsibility for damage to any ancillary equipment or inconvenience caused by the failure of our products.
16. Nocturnal Lighting reserves the right to alter luminaries or specifications at any time.
17. All products designed and manufactured by Nocturnal Lighting are covered by a 2 (two) year warranty against electrical and structural defects, subject to the clauses above.