

ON-SITE WARRANTY TERMS & CONDITIONS

WARRANTY STATEMENT:

Sparkys United (“Sparkys United”) warrants its Products against manufacturing faults under the On-Site Warranty on the following terms and conditions.

Important notice: Sparkys United only warrants the products against manufacturing faults.

GENERAL

1. The on-site warranty (OSW) period is equal to the period stated on the OSW certificate that is issued for each site registration and is effective from date of purchase. (please refer to the Sparkys United 's product guides document for further information).
2. The OSW only applies to Products which have been registered with Sparkys United for the OSW Warranty Period. The OSW will be deemed registered if:
 - a. The Products which are the subject of the OSW, were purchased and installed in Australia.
 - b. The Products were correctly installed by a Sparkys United Member in accordance with Sparkys United's installation guidelines and any relevant codes and standards.
 - c. The OSW was registered by the Sparkys United member within 21 days of purchase. Proof of purchase MUST be uploaded at time of site registration; and
 - d. The Sparkys United member is current, and all applicable fees and charges are paid in full.
3. Either the Sparkys United Member or the Homeowner may claim on the OSW. A Homeowner may only claim directly with Sparkys United, if they have the OSW Certificate of Installation in respect of the Product which is the subject of the claim.
4. The Product must remain at the location where the Product was initially installed. This location must be the address registered with Sparkys United.

MAKING A CLAIM

5. Should either the Homeowner or the Sparkys United member wish to make a claim, they must do so within 14 days after discovering the fault. A project or installation CAN NOT be claimed unless the site was registered within 30 days of purchase. The online claim process must be completed in accordance with OSW Terms and conditions. (All faulty goods must be returned to the supplier from which they were purchased within 7 days of replacement, please note you may be requested to return the goods to Sparkys United directly)
6. Claims are processed and approved at the discretion of Sparkys United. Additional information or evidence of failure may be requested prior to approval.

WHAT IS COVERED?

7. If an OSW claim and quotation is approved by Sparkys United, then Sparkys United will pay up to the Limit of \$80 per hour for the callout fee and repair or replacement of the Product by an Authorized Service Agent approved by Sparkys United. Any costs in excess of the OSW Limit are payable by the Homeowner. To the maximum extent permitted by law, Sparkys United accepts no liability for incidental or consequential damage.
8. The OSW is solely limited to the repair or replacement of the Product only (up to the Limit).
9. Any Products replaced under the OSW because of an OSW claim are only warranted for the balance of the OSW Warranty Period.

10. Sparkys United may at its discretion pay travel costs incurred by Authorized Service Agents, and costs associated with the hire of extension ladders, scaffolding and other costs required to service.

These services are to be capped as follows:

- a. Cherry picker/Scissor lift hire is capped at \$198 + GST per Day
- b. Snorkel Lift/Boom lift hire is capped at \$275 + GST per Day

Quotes must be submitted for approval prior to claiming for specified works. To the maximum extent permitted by law, Sparkys United accepts no liability for incidental or consequential damage.

Products installed on ceilings. Sparkys United will only pay these if approved in writing by Sparkys United prior to installation under the OSW Claim. These costs are included in the Limit and are not in addition to the Limit.

Sparkys United's OSW does not cover costs incurred using alternate forms of transport for example: Planes, Boats, Ships, Trains etc or time involved in accessing extreme remote areas in this instance tradesperson must be sourced locally or associated travel costs will not be covered under these circumstances.

Sparkys United reserves the right to perform an on-site inspection of a premises where a warranty claim or claims have been made to inspect the installation prior to the approval of any claim or claims.

Sparkys United reserves the right to reject or investigate any claim found to be unjustified, misleading, or fraudulent in any way.

INVOICE AND PAYMENT TERMS

11. Claims must be invoiced to Sparkys United and include the OSW registration number and description of amounts claimed. Invoices will not be processed by accounts until the claim amount has been approved in Sparkys United.

All approved amounts will be paid 30 days EOM on receipt of invoice.

EXCLUSIONS

12. To be eligible for the OSW claim, the Products must have been installed in accordance with Sparkys United's installation guidelines and any relevant codes and standards. This OSW does not apply and is considered null and void if the Products were incorrectly installed. Any repairs carried out by an Authorized Service Agent due to incorrect installation will be charged to the Homeowner at the time of service and Sparkys United will not be liable under the OSW.
13. The OSW does not apply to Products that fail as a result of neglect, mistake, misuse, alteration, exposure to the elements, or that are improperly installed and implemented. This includes but is not limited to: improper wiring, installation under improper and non-approved operating environments such as temperature, humidity, corrosion or voltage conditions; improper installation using components that are not approved or are not Sparkys United manufactured Products. The OSW is void if the Products are cut or damaged in any way (outside of LED strip instructions).