

TRANSFER OF THIRD-PARTY WARRANTY

Customer Name: _____

Date of Installation: _____

Address: _____

Invoice number: _____

Invoice Date: _____

Phone Number: _____

1. Transfer of warranty

Versiclad Pty Ltd ACN 003 167 753 ("Versiclad") transfers any product warranties received from third party suppliers or manufacturers for products including but not limited to LED downlights, dimmer switches and other aluminium and steel components (**Products**) to the above-named Customer to the extent that it is permitted to do so by the third party supplier or manufacturer. The Customer acknowledges and agrees that the warranty terms and conditions provided by the third-party supplier or manufacturer will apply to any warranty claim for the Products. The warranty cannot be assigned or transferred to any other person or entity, and commences from the date of invoice above.

To the extent permitted by law, Versiclad makes no warranty, express or implied, with regards to Products that are sourced from third party suppliers or manufacturers and sold to the Customer.

2. What you must do to obtain warranty service:

If you wish to make a claim to a third-party supplier or manufacturer in relation to the Products, written notification of the claim must be made to Versiclad within 7 days of the date of discovery of the fault or defect. The Customer must send proof of purchase of the Products from Versiclad, photo evidence of the alleged defect and a copy of this document to Versiclad by post at 3 Berriwerri Place Casula, NSW 2170 or by email at info@versiclad.com.au.

Versiclad may, at its sole discretion, assist the Customer by making the warranty claim to the third party supplier or manufacturer of the Products on the Customer's behalf, or direct the Customer to make the claim directly to the relevant supplier or manufacturer of the Products.

The Customer is responsible for any expense it incurs in making a claim under a third-party warranty, including but not limited to the costs of removal or installation of the Products or replacement products, delivery and transportation charges and insurances.

3. Rights of Consumers under Australian Consumer Law

- a. You are regarded as a Consumer for the purposes of the Australian Consumer Law if:
 - i. The amount paid or payable for the Products is less than \$100,000; or
 - ii. The Products cost more than \$100,000 but are of a kind ordinarily acquired for domestic, household or personal use or consumption.
- b. You will not be considered a consumer for the purposes of the Australian Consumer Law if the Products are purchased to be resold or to be transformed into a product that is sold.
- c. If you are a Consumer pursuant to the Australian Consumer Law, the sale of our Products to you comes 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 Products repaired or replaced if the Products fail to be of an acceptable quality and the failure does not amount to a major failure.
- d. The benefits given to you from the transfer of any Third Party warranty from Versiclad to you are in addition to and do not detract from any rights and remedies you have under the Australian Consumer Law.
- e. This Warranty is not intended to change or exclude any statutory consumer rights that cannot lawfully be changed or excluded.