

# **MERCATOR – LIMITED WARRANTY – LIGHTING PRODUCTS**

## **TERMS AND CONDITIONS**

**MERCATOR PTY LTD** ABN: 23 005 946 958  
88-100 Kyabram Street, Coolaroo VIC 3048  
Telephone: 1300 552 255  
Email: warranty@mercator.com.au

### **1. LIMITED REPAIR / REPLACEMENT WARRANTY**

MERCATOR offers a repair or replacement warranty on MERCATOR products in cases where the product fails due to defective materials or workmanship. Please refer to the **LIMITED WARRANTY PERIOD TABLE** which sets out the relevant warranty and warranty period which MERCATOR grants to the purchaser of the MERCATOR product. The warranty period begins from the date of purchase. Also, please refer to **WHAT IS NOT COVERED BY THE LIMITED REPAIR / REPLACEMENT WARRANTY**.

You must have proof of purchase (such as the original dated purchase receipt) from an **authorised MERCATOR retailer** to make a warranty claim. In addition, a certificate of compliance for the installation as required by law from the installing electrician is required for products requiring installation by licensed electricians. Please refer to the Instruction leaflet for the MERCATOR product purchased, which will state if the product is required to be installed by a licensed electrician. Warranty claims without this documentation will NOT be accepted.

### **REPAIRS / REPLACEMENTS**

MERCATOR Products presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods.

### **BALANCE OF WARRANTY**

To the maximum extent permitted by law, any replaced or repaired products by MERCATOR are covered only by the balance of the warranty period remaining from the date of purchase of the original MERCATOR product.

### **2. IN-HOME REPAIR / REPLACEMENT WARRANTY**

In addition to the limited warranty terms set out under section (1) above, the in-home warranty applies to all lighting products which are hard wired to the electricity supply at residential premises and are required to be installed by a licensed electrician.

**Where a consumer asserts that a product installed in-home is faulty, and a MERCATOR service agent has attended at the property, A SERVICE CALL FEE WILL BE CHARGED TO THE CONSUMER IF:**

The product is deemed to be a non-MERCATOR product;

- 1) There is nothing wrong with the MERCATOR product or to the extent that the failure is not a failure of the product to perform in accordance with its published features and specifications as reasonably determined by MERCATOR;
- 2) The original installation of the MERCATOR product was not carried out by a licensed electrician;
- 3) The installation is not performed in accordance with the relevant MERCATOR product installation instructions;
- 4) The defects have been caused by incorrect application or abuse or misuse by the consumer of the MERCATOR product.

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In cases of in-home repair/replacements in areas outside the coverage of MERCATOR service agents, MERCATOR will reimburse customers a standard fee of \$82.50 (inc. GST) for using their own electrician. Any service request must be arranged with the MERCATOR warranty department and obtained an Approval Reference Number (ARN) before calling your own electrician. Reimbursements will not be made for call-out fees or other costs without prior approval in writing of the MERCATOR warranty department.

In the circumstances where an emergency has arisen out of normal business hours and the MERCATOR warranty department cannot be contacted to dispatch a service agent to the premises, MERCATOR will reimburse customers their reasonable costs (as determined by MERCATOR) for using their own electrician.

### **3. WARRANTY TRANSFER**

If the ownership changes on the dwelling where the MERCATOR product is installed, the balance of the warranty period passes to the new owner provided the proof of purchase (such as the original dated purchase receipt) from an authorised MERCATOR retailer is retained by the new owner. In addition, a certificate of compliance for the installation as required by law from the installing electrician is required for products requiring installation by licensed electricians.

### **4. AUSTRALIAN CONSUMER LAW**

The benefits given to you in this warranty document are in addition to your other rights and remedies under a law in relation to the products to which this warranty document relates.

#### **“YOUR CONSUMER RIGHTS”**

“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 failure.”

Subject to "Your Consumer Rights" outlined above, but otherwise to the maximum extent permitted by law, MERCATOR will not be liable for any consequential or indirect loss or damage suffered or incurred by you in relation to a MERCATOR product, including but not limited to loss of use, loss or damage for business interruption, or profits.

### **5. WHAT IS NOT COVERED BY THE LIMITED REPAIR / REPLACEMENT WARRANTY OR THE IN-HOME REPAIR/REPLACEMENT WARRANTY**

Subject to "Your Consumer Rights", but otherwise to the maximum extent permitted by law, the MERCATOR warranties provided in this document will not cover the following:

- 1) MERCATOR products that are not purchased from an authorised retailer and installed in Australia.
- 2) Where installation was not carried out by a licensed electrician as required.
- 3) MERCATOR products not installed in accordance with the product's installation instructions or specifications.
- 4) MERCATOR products not used in accordance with the instructions for use or specifications.
- 5) Defect, damage or failure to a MERCATOR product resulting from misuse, accident, neglect, abuse, tampering, modifications or unauthorised repairs of any kind by any person.
- 6) Damages not caused by a fault in the MERCATOR product materials or workmanship.

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- 7) Defect, damage or failure to a MERCATOR product resulting from any acts of God, including damages from lightning, power grid fluctuations, or power surges.
- 8) Replacement of light sources (globes, fluorescent tubes, etc) unless specified.
- 9) Replacement of batteries supplied with certain products.
- 10) Power supply “noise”, intermittent “humming” or other influences from mains power delivery infrastructure. Signals sent through the power grid by the electricity provider for the control of off peak hot water, street lights and other devices may cause an intermittent humming noise in your MERCATOR product. Filters for blocking/reducing such signals are available in Australia at the customer's expense. These noises do not indicate the MERCATOR product is faulty.
- 11) Damage caused by alternative power systems (for example: solar inverters, etc.).
- 12) Water damage of any kind caused by inappropriate placement of fittings not IP rated for that location.
- 13) The cost of renting, obtaining and using special access equipment (i.e. scaffoldings, scissor lifts, etc.) for accessing products installed at a height of greater than 3.0 meters.
- 14) Travelling costs incurred by MERCATOR personnel or service agents traveling greater than 25 Km from a MERCATOR authorised service agent. The purchaser must meet these traveling costs.
- 15) Non-structural corrosion damage of non-316 stainless steel components such as surface rust or minor rust.

**6. COMMERCIAL USE**

Mercator products which specifically designed for commercial use are designated as Commercial Use Products on the product packaging. The warranty period for products designated as Commercial is specified in the Limited Warranty Period Table.

All other Mercator products are designed for domestic use.

Where products designed for domestic use are used in a commercial environment/commercial premises one third of the domestic warranty as defined in the Limited Warranty Table applies.

**THIS WARRANTY IS VALID IN AUSTRALIA ONLY**

**HOW TO MAKE A WARRANTY CLAIM**

- A. **Limited repair/replacement warranty:** Please return the faulty MERCATOR product together with a copy of the proof of purchase, and if required, a certificate of compliance for the installation of the product by the licensed electrician who installed the product, to the authorised MERCATOR retailer where the product was purchased. To the maximum extent permitted by law, the customer must bear the costs and expenses of claiming under this warranty, including but not limited to the cost incurred in freight, postage, handling, travel, dismantling or reinstalling the product.
- B. **In-home repair/replacement warranty:** Where an in-home warranty applies, please phone the MERCATOR customer care hotline 1300 55 22 55 (select option 2.) Australia for all in-home warranty enquiries and do not phone or return the product to the retailer. Do not uninstall or return a hard-wired product to the retailer unless advised to do so by a MERCATOR customer service representative.

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IN THE CASE OF MISSING ACCESSORIES OR PARTS, PLEASE CONTACT MERCATOR CUSTOMER SERVICE BEFORE INSTALLATION OF THE PRODUCT. IF YOUR PRODUCT IS DEFECTIVE OR EXCESSIVELY NOISY, PLEASE CONTACT MERCATOR CUSTOMER SERVICE BEFORE THE ELECTRICIAN LEAVES THE RESIDENCE WHERE THE INSTALLATION IS TAKING PLACE.

In order for you to assist us with your claim, please complete the enclosed warranty form in full.

**LIMITED WARRANTY PERIOD TABLE**

*The following warranty periods apply unless otherwise specified by alternate warranty documentation included with the product at time of purchase:*

<b>Product Type</b>	<b>Light Source</b>	<b>Domestic Replacement Warranty</b>	<b>Domestic In-home Warranty</b>
Ceiling/Wall excluding Down Lights – Standard Globe *	B22/E27/E14/GU10	1 Year	1 Year
Ceiling/Wall excluding Down Lights	LED Module	3 Years	3 Years
Products Designated as Commercial – Down Lights, Panels, High Bay etc.	LED Module	5 Years	5 Years
Decorative Table/Floor -Standard Globe *	B22/E27/E14/GU10	1 Year	None
Decorative Table/Floor	LED Module	3 Years	None
DIY	Any	1 Year	None
Down Lights - Supplied with Plug & Cord (DIY)	LED Module	3 Years	None
Down Lights - Electrician installed (hard wired)	LED Module	3 Years	3 Years
Globes	LED B22/E27/E14/GU10	1 Year	None
Outdoor	B22/E27/E14/GU10	1 Year	1 Year
Outdoor	LED Module	3 Years	3 Years
Pendants – Standard Globe *	B22/E27/E14/GU10	1 Year	1 Year
Pendants	LED Module	3 Years	3 Years
Spotlights – Standard Globe *	B22/E27/E14/GU10	1 Year	1 Year
Spotlights	LED Module	3 Years	3 Years
Task Lamps – Standard Globe *	B22/E27/E14/GU10	1 Year	None
Task Lamps	LED	3 Years	None

*\* Standard Globe means any Incandescent, Halogen, CFL or LED B22/E14/E27/Gu10 etc.*

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**WARRANTY CLAIM FORM**

ABN: 23 005 946 958

**ADDRESS:**

**88 - 100 KYABRAM STREET COOLAROO  
VICTORIA, 3048 AUSTRALIA  
PH: 1300 552 255 (select option 2.)**

**POSTAL ADDRESS:**

**P.O. BOX 66 DALLAS  
VICTORIA. 3047, AUSTRALIA  
FAX: 1300 552 256**

Dear Valued Customer,

In order to make a claim, we require the following documentation to be supplied

**Copy of proof of purchase.**

**Copy of the electrician's certificate of compliance for the installation of the MERCATOR product (if required).**

**Below form completed in full and with as much detail as you can provide to support your warranty claim with us. Please ensure claim form is signed before submitting.**

You can return a copy of this form along with your documentation to the above postal address or fax number. You can also forward your documentation to our warranty email address: [warranty@mercator.com.au](mailto:warranty@mercator.com.au) alternatively, you may log onto our website [www.mercator.com.au](http://www.mercator.com.au) and make a claim online.

<b>PRODUCT CODE:</b>		<b>NUMBER OF FAULTY UNITS:</b>	
<b>PRODUCT NAME:</b>			
<b>PRODUCT DESCRIPTION / COLOUR:</b>			
<b>REASON FOR CLAIM:</b>			
<b>WHEN DID THE PROBLEM START:</b>			
<b>DO YOU HAVE SOLAR POWER? YES / NO</b>			
<b>DO YOU HAVE DIMMERS FITTED? YES / NO</b>			
<b>CUSTOMER NAME:</b>			
<b>DAY TIME PHONE NO:</b>		<b>MOBILE:</b>	
<b>EMAIL ADDRESS:</b>			
<b>ADDRESS WHERE PRODUCT IS INSTALLED:</b>			
<b>SUBURB</b>		<b>STATE:</b>	<b>POSTCODE:</b>
<b>PURCHASED FROM:</b>		<b>DATE PURCHASED:</b>	
<b>ELECTRICIAN NAME:</b>		<b>CONTACT NUMBER:</b>	

By signing the below, I.....,..... acknowledge that I have read and understood the terms and conditions of the product warranty and I also acknowledge that if Mercator's service agent inspects and reports my light fitting and deems the fault to be caused by incorrect installation and/ or misuse or any of the other exceptions set out in the Limited Warranty Terms and Conditions and I will be charged a "call out" fee by Mercator.

Purchaser's signature:

Date:

***Signing of this form is required in order for your warranty claim to be processed***