



Terms & Conditions of Warranty for Atom Products

Unit 2C, 40 Barracks Road, Wacol QLD 4076, Australia
Telephone 1300 438 658 Fax +612 9502 1154

Email: AU sales@evolt.com.au NZ sales@evolt.com.nz

Website: AU www.evolt.com.au

THIS WARRANTY DOCUMENT

A. ABOUT THIS WARRANTY

This is the entire warranty against defects for all Atom branded or sub-branded products (“Atom Products”) supplied by the following Evolt entities (collectively known as “EVOLT”):

	Australia	New Zealand
	Evolt Pty Ltd t/as Evolt ABN 83 112 123 529 and any associated, related, subsidiary and parent companies, successors and assigns in Australia	Evolt (NZ) Pty Limited (company number 6977355) (NZBN 9429046962348) and any associated, related, subsidiary and parent companies, successors and assigns in New Zealand

When you purchase Atom Products from EVOLT or our authorised distributors, you have peace of mind knowing that the Atom Products are covered by this warranty.

B. WHAT DOES THIS DOCUMENT DO?

All warranties for Atom Products are provided solely on the terms and conditions of this document, which tells you:

- What warranties EVOLT provides for Atom Products;
- How the warranty applies and what you must do to be entitled to the warranty;
- The terms and conditions of the warranty;
- What EVOLT will do to honour the warranty that it gives;
- What is excluded from the warranty;
- What you must do to claim under the warranty; and
- How costs of a claim are handled.

CONSUMER LAW GUARANTEES

This warranty gives you benefits that are additional to other rights and remedies that you may have pursuant to other laws relating to the Atom Products. Those laws include the Australian Consumer Law and the New Zealand Consumer Law.

EVOLT’s goods come with guarantees that cannot be excluded under the Australian Consumer Law or the New Zealand 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.

Nothing in this warranty is to be interpreted as excluding, restricting or modifying any law or statute applicable to the supply of Atom Products which cannot be excluded, restricted or modified by the Australian Consumer Law or the New Zealand Consumer Law (where applicable).

If you think your Atom Product is defective, you can choose to make a claim under:

1. The Australian Consumer Law in Australia;
2. The New Zealand Consumer Law in New Zealand; and/or
3. This warranty, as may be applicable.

WHICH WARRANTIES APPLY TO YOUR PRODUCT?

A. TYPES OF WARRANTIES

EVOLT provides different types of warranties for Atom Products:

1. Atom Warranty	<ul style="list-style-type: none"> The Atom Warranty is our standard warranty against defects and failures for Atom Products It is available for all Atom Products that are purchased from EVOLT (or our authorised distributors) in Australia and New Zealand, including Atom Air sub-brands. It is subject to all the terms, conditions and exclusions listed in this document The Atom Warranty is in force from May 2023 and commences on the dates listed in this document
2. VIP Warranty	<ul style="list-style-type: none"> In addition to the standard Atom Warranty, certain Atom products may be eligible for an enhanced warranty service arrangement referred to as the VIP Warranty. The VIP Warranty provides additional on-site service support, subject to eligibility, correct installation, and compliance with the conditions set out in this document. The VIP Warranty does not replace or extend the applicable Atom Warranty period and applies in conjunction with the standard warranty where eligibility requirements are met. It is subject to all the terms, conditions and exclusions listed in this document The VIP Warranty is in force from February 2026 and commences on the dates listed in this document

WHAT IS THE WARRANTY?

A. ATOM WARRANTY

EVOLT warrants that it will remedy defects and failures in Atom Products as follows:

Eligible Defect	Product Type	Warranty Period	Remedy
Atom Lighting			To remedy an eligible defect or failure during the warranty period, EVOLT will (at our option):
Premature product failure caused by faulty materials or	General lighting	3 YEARS or stated Warranty Operating Hours (whichever occurs first) *	

Eligible Defect	Product Type	Warranty Period	Remedy
workmanship	Highbays for commercial use	5 YEARS or stated Warranty Operating Hours (whichever occurs first) *	A) Repair the Atom Product; or B) Replace the Atom Product with the same or equivalent product; or C) Provide a full refund. Atom Products are remedied strictly on a 'return-to-base' basis. This means that you are responsible for delivering the Atom Product to us for repair, replacement or refund, and collecting the Atom Product from us once it has been repaired or replaced.
	Accessories, software or consumables (such as globes and heat lamps)	1 YEAR or stated Warranty Operating Hours (whichever occurs first) *	
Atom Air			
Premature product failure caused by faulty materials or workmanship	Commercial use	1 MONTH (return to base)	
	Domestic use exhaust fans	3 YEARS (return to base)	
	Domestic use bathroom heat, fan and lights	3 YEARS (in-home)	
	Domestic use ceiling fans (motor, light and DC remote control)	6 YEARS (including 4 years in-home + 2 years return-to-base)	
	Domestic use remote controls (sold separately)	3 YEARS (return to base)	
	Software or consumables (such as globes and heat lamps)	1 YEAR or stated Warranty Operating Hours (whichever occurs first) *	

*Unless the VIP Warranty applies first. See more detail about the order of applicable warranties below.

Notes:

1. Stated Warranty Operating Hours are defined as any stated or published Warranty Operating Hours associated with the product, in-line with maximum stated daily operational usage.
2. All warranty periods apply from date of purchase. Date of purchase means the date that you purchased the Atom Product from an EVOLT authorised wholesaler or retailer, unless marked otherwise.

B. VIP WARRANTY

The VIP Warranty is an enhanced warranty service arrangement available in Australia for **eligible Atom products**, installed by appropriately licensed electricians.

Where applicable, the VIP Warranty provides on-site service support for eligible products for a defined period, subject to the conditions of this warranty, including service availability within EVOLT's appointed service partner network.

The VIP Warranty does not alter the underlying Atom Warranty, including warranty periods, exclusions, or limitations. Once any applicable VIP on-site service period has expired, the product will continue to be covered under the standard return-to-base Atom Warranty for the remainder of the applicable warranty period. Under the **VIP Warranty**, EVOLT warrants that it will remedy defects as follows:

Eligible Defect	Product Type	Warranty Period	Remedy
Premature product failure caused by faulty materials	<p>General lighting products* only</p> <p><i>The VIP Warranty is only available on selected Atom Products. It does not include Atom Air Products. You can find eligibility for the VIP Warranty and applicable VIP Warranty periods on our website or listed in EVOLT's Atom Warranty Listing.</i></p>	<p>Whichever occurs first:</p> <p>a) The warranty period listed on EVOLT's Atom Warranty Listing.</p> <p>or</p> <p>b) The stated period of total and daily operating hours that is equivalent to the product's rated operational lifetime</p> <p>Up to a maximum of 5 YEARS from date of purchase</p>	<p>To remedy an eligible defect or failure during the warranty period, EVOLT will (at our option):</p> <p>A) Repair the Atom Product; or</p> <p>B) Replace the Atom Product with the same or equivalent product, or</p> <p>C) Provide a full refund.</p> <p>Remedies under the VIP Warranty are generally provided on an on-site basis, where applicable, and subject to eligibility, location, access, service partner availability, and acceptance of the warranty claim. The determination of whether an on-site remedy applies is made by Evolt in accordance with this warranty and applicable law.</p>

* Excludes Atom Air branded products.

Notes:

1. Stated Warranty Operating Hours are defined as any stated or published Warranty Operating Hours associated with the product, in-line with maximum stated daily operational usage.
2. Date of purchase means the date that you purchased the Atom Product from an EVOLT authorised wholesaler or retailer, unless marked otherwise.

The VIP Warranty only applies where:

- a) You purchase an eligible Atom Product from EVOLT or our authorised distributors **in Australia**;
- b) The Atom Products are supplied to a **licensed electrician in Australia**; and
- c) The Atom Products are installed within Australia and is eligible for on-site service support under the service arrangements and network coverage in place at the time a warranty claim is lodged.

If Atom Products are installed in locations where on-site service is not included under the applicable VIP Warranty service arrangements, on-site support may still be considered subject to eligibility, access, location, and acceptance of the warranty claim. In such circumstances, additional call-out fees and labour costs may apply.

Where applicable, EVOLT may contribute to call-out and labour costs at allowance rates determined by EVOLT from time to time. Any such contribution is discretionary and subject to the conditions of this warranty. Information regarding labour allowance rates may be made available on request. The allocation of costs associated with a warranty claim is addressed later in this document.

The VIP Warranty does not apply to services performed directly by EVOLT unless expressly agreed in writing.

The VIP Warranty periods stated in this document do not extend or alter the standard Atom Warranty or an Atom Product's rated operational lifetime as specified by EVOLT or the manufacturer. Where applicable, the VIP Warranty will apply first for the duration of the VIP Warranty period. Upon expiry of the VIP Warranty, any remaining portion of the applicable Atom Warranty will continue to apply in accordance with its terms.

The VIP Warranty is an optional service arrangement and does not constitute a membership program. Eligibility for VIP Warranty service is assessed at the time a warranty claim is lodged. The availability or withdrawal of VIP Warranty service does not affect your statutory rights, nor does it entitle you to cancel or obtain a refund for any goods or services purchased.

Note: Design life refers to the average period a product is engineered to operate before reaching the end of its economical service life under normal operating conditions.

Working Example (AT9012 Downtime)

The below warranty example is for illustrative purposes only.

Atom Warranty	3 years (return-to-base basis)
VIP Warranty (if applicable)	2 years (on-site basis)
Design lifetime	50,000 hours
In use warranty hours	22,000 hours (with a maximum daily operation of 12 hours)
Total Warranty Period	2 years (VIP on-site) applying first + 3 years (return-to-base) = 5 years Or 3 years, for example, if that is the period of time that it took for the product to reach 22,000 hours of operation using the product up to 12 hours a day

WHAT YOU MUST DO TO BE ELIGIBLE FOR THIS WARRANTY

For this warranty to apply, you must:

- a) Have purchased the Atom Product from EVOLT or our authorised distributors in Australia or New Zealand (for the Atom Warranty), or Australia only (for the VIP Warranty);

Use, install, and operate the Atom Product strictly in accordance with the manufacturer's instructions applicable to that product; Ensure the Atom Product is installed and used in accordance with all applicable industry standards, codes, and regulatory requirements; Comply with any other written instructions relating to installation, operation, care, repair, and maintenance of the Atom Product, including instructions provided by EVOLT, supplied with the product, printed on labels or packaging, included in operation manuals, or published by EVOLT from time to time; and Follow the warranty claims procedure set out in this document.

Where a VIP Warranty service arrangement applies, eligibility for any enhanced or on-site service is assessed at the time a warranty claim is lodged and is subject to the conditions of this warranty.

You acknowledge and agree that this warranty may be void, reduced, or denied if you fail to comply with the manufacturer's instructions, EVOLT's instructions, applicable standards, or the claims procedure outlined in this document.

EXCLUSIONS

To the fullest extent permitted by law, this warranty **DOES NOT cover** the following:

Exclusion Type	What is <u>NOT</u> covered
Fair Wear & Tear	Defects and failures caused by fair wear and tear or an Atom Product exceeding its rated operational lifetime
Improper Installation, Repair or Modification	Defects and failures which result from: <ul style="list-style-type: none"> • Incorrect installation by you or any person other than EVOLT or an authorised agent of EVOLT (including installation that is not in accordance with applicable Australian / New Zealand standards) • Installation by an unqualified person • Defects and failures which result from repair or modification of the Atom Products by you or any person other than EVOLT or an authorised agent of EVOLT
Incorrect Operation and Misuse	Defects and failures which result from your misuse of the Atom Products, including: <ul style="list-style-type: none"> • Subjecting the Atom Products to abnormal weather or storage conditions • Failure to maintain recommended levels of battery charge when the Atom Products are out of operation or in storage for prolonged periods of time • Incorrect use or operation (including incorrect installation, incorrect voltage, using non-authorised electrical connections, parts or globes, and other use that is not in accordance with directions given by us or the manufacturer) • Misuse (including using the Atom Products for an unintended application, purpose for which the product was not designed, an illegal purpose, or a purpose which contravenes an Australian or New Zealand law) • Damage, loss and abuse of the Atom Products (including theft, vandalism or damage outside normal operation) • Your negligence in using or handling the Atom Products
Prolonged operation	Defects and failure that result from operation exceeding the stated rated daily operational usage
Failure to Care	Defects and failures which result from your failure to use, care for, clean and maintain the Atom Products in accordance with our instructions and/or the manufacturer's instructions
Continued Operation	An Atom Product that you have continued to operate after a defect becomes apparent (or would have become apparent to a reasonably prudent operator or user)
Force Majeure	Defects and failures caused by accident, act of God, or any event outside EVOLT's reasonable control (for example, flood, fire, storm, war, terrorism, riots, insect or vermin infestation, etc.)
Site Conditions	Defects and failures caused by specific site conditions or the nature of the site (such as construction, site stoppages and third party works), site surges, voltage peaks that are above normal operating conditions (whether due to lightning, use of machinery, external causes or

Exclusion Type	What is NOT covered
	otherwise)
Consumables	Atom Products that are consumables, such as lamps
Third Party Products	Any third party products or defects and failures caused by third party products (including parts of Atom Products which are materials or designs provided by you or a third party who you are responsible for, or third party products that become affixed to or mixed with Atom Products)
Claims Procedure	Defects and failures that have not been notified to EVOLT in accordance with the claims procedure listed in this document

CLAIMS PROCEDURE

To make a claim under this warranty, You must follow the procedure set out below::

1. NOTIFY US

For Electricians

Within **30 days** of any defect arising (or the day that you should have reasonably become aware of the defect), you must return the Atom Product to your place of purchase. This is the authorised distributor who sold the Atom Product to you.

You must provide the following information with your warranty claim:

What must be included in the warranty claim	
<input type="checkbox"/>	Your full name, address and telephone number
<input type="checkbox"/>	Your original proof of purchase of the Atom Product claimed
<input type="checkbox"/>	Address and application of the installation
<input type="checkbox"/>	Written description of the defect (including photographs where reasonably possible)
<input type="checkbox"/>	Operating hours of the product (i.e. 9-5 weekdays)
<input type="checkbox"/>	Your written assurance that the Atom Products have not been: <ul style="list-style-type: none"> - incorrectly assembled or installed; - incorrectly operated or used or maintained; - incorrectly repaired or modified; - exposed to abnormal conditions; or - damaged by you (due to negligence or otherwise)
<input type="checkbox"/>	Request for labour allowance or on-site service (if applicable)

For All Other Customers

Within **7 days** of any defect arising (or the day that you should have reasonably become aware of the defect), You must notify EVOLT of the defect in writing:

What must be included in the warranty claim	
<input type="checkbox"/>	The invoice number for the original purchase (if known)
<input type="checkbox"/>	Date and place of purchase

What must be included in the warranty claim	
<input type="checkbox"/>	The item number / code of the returned Product
<input type="checkbox"/>	The number of items claimed
<input type="checkbox"/>	The reason for the claim and written description of the defect (including photographs where reasonably possible)
<input type="checkbox"/>	Any information provided by the customer
<input type="checkbox"/>	Your written assurance that the Atom Products have not been: <ul style="list-style-type: none"> - incorrectly assembled or installed; - incorrectly operated or used or maintained; - incorrectly repaired or modified; - exposed to abnormal conditions; or - damaged by you (due to negligence or otherwise)
<input type="checkbox"/>	Request for on-site service (if applicable)

Your claim must be made to EVOLT at email address at sales@evolt.com.au or mailing address Unit 2C, 40 Barracks Road, Wacol QLD 4076, Australia (telephone 1300 438 658).

2. INSPECTION AND/OR COLLECTION OF THE ATOM PRODUCT

Once we receive your warranty claim, we will assess the claim and advise whether the Atom Product is to be handled on a **return-to-base** or **on-site** basis.

If the Atom Product is determined to be **return-to-base**, you must deliver the Atom Product to the location nominated by EVOLT for inspection and assessment within **14 days** of being requested to do so.

If the Atom Product is determined to be eligible for **on-site service**, EVOLT (or its appointed service partner) will arrange a time for inspection, collection, repair, or replacement. You must make the Atom Product available for access during normal business hours, being **Monday to Friday, 9:00am – 5:00pm**.

3. DETERMINING THE CLAIM

Once we have inspected the Atom Product claimed, we will determine the warranty claim in a timely manner and advise you whether the Atom Product is covered by this warranty.

In determining your warranty claim, we reserve the right to determine (in our sole discretion) whether:

- a) This warranty applies to the Atom Product and/or defect claimed;
- b) You have followed directions from EVOLT, applicable industry standards, the manufacturer’s instructions and any other instructions provided for the Atom Products; and
- c) Any exclusions apply to the Atom Products.

4. REMEDY

If special knowledge is required to dismantle and reassemble a defective Atom Product, EVOLT must complete the dismantling or reassembly process. For example, any high-level emergency luminaires under warranty will be removed by the installing contractor for repair/replacement by EVOLT’s on-site representatives.

If special knowledge is not required, then EVOLT is deemed to have fulfilled its obligations to remedy a defect under this Warranty when:

- a) a duly repaired or replaced Atom Product or part is delivered to You or collected by You; or
- b) a whole or part refund is issued to You, whichever is applicable.

All on-site work will be carried out between the hours of 6am – 6pm Monday to Friday (excluding public holidays). Work that is required to be done outside these hours will attract after hours charges at rates the EVOLT publishes or advises from time to time.

To carry out on-site warranty work, you must:

- a) Provide our on-site representatives and the installers representatives with uninhibited and clear access to and around the site at times that we reasonably require. Failure to provide this access may result in charges relating to the time incurred waiting for clear access. Such charges are at rates that EVOLT publishes or advises from time to time;
- b) Supply a suitably experienced representative with detailed knowledge of the site to meet our on-site representatives and installers and be available for assistance at all times that we reasonably require; and
- c) Supply any special lifting equipment required to access Atom Products not accessible with a 2 metre step ladder.

Defective Atom Products which have been replaced under one of the EVOLT warranties are our property and you must make them available to us for collection.

5. COSTS OF THE CLAIM

A. Costs that EVOLT is responsible for

EVOLT will bear all warranty expenses that you incur to claim under this warranty, provided that:

- a) the warranty claim is for an eligible defect or defective Atom Product under the terms and conditions of this warranty;
- b) the warranty is given on an 'on-site' basis;

Where applicable, labour or service requests are submitted with the warranty claim and approved by EVOLT.

Where enhanced or on-site service arrangements apply (including VIP Warranty coverage), labour contributions are subject to eligibility, acceptance of the claim, and any published labour allowance rates applicable at the time of the claim. To claim warranty expenses under this warranty, you must submit your proof of purchase (such as receipt) to EVOLT at mailing address Unit 2C, 40 Barracks Road, Wacol QLD 4076 or email address at sales@evolt.com.au.

B. Costs that You are responsible for

Unless we agree otherwise in writing, you are responsible for the following warranty costs:

- a) Costs associated with inspecting, delivering, collecting or remedying an Atom Product that is covered by a 'return-to-base' warranty;
- b) Costs to inspect, deliver or collect an Atom Product that we determine is not eligible for remedy under the terms and conditions of this warranty;
- c) Costs associated with inspecting or remedying an Atom Product that we determine is not defective;
- d) Costs to dismantle and reassemble any third party products required to remedy the defective Atom Product;
- e) Costs to conduct warranty work after hours;
- f) Costs associated with delay for carrying out warranty work, including delay caused by incorrect labelling, incorrect positions on drawings or changes (including wiring and other general luminaires that affect communications or performance) and delay caused by obstructions or inhibited access at the site.

If either of those situations apply, you must reimburse EVOLT for all warranty expenses that we incur to handle your warranty claim. Such costs will be charged according to our price lists applicable from time to time.

All other costs associated with making a claim under one of the EVOLT warranties must be borne by you.

6. WARRANTY PERIOD FOR REPAIRS OR REPLACEMENTS

When we remedy a defective Atom Product under this warranty, the warranty period does not extend or restart. The warranty period that applies to a repaired or replacement product continues for the time that the Atom Product would have had remaining under the original warranty term.

Working example: If EVOLT replaced an Atom Product covered by a 3-year warranty period and did so with 6 months remaining on the warranty period, then the replacement product would not restart the 3-year warranty term. The replacement product would be covered for the 6 months left remaining on the original warranty term.

GENERAL

1. JURISDICTION

Australia

If you are located in Australia, this warranty document is governed and interpreted according to the laws of the State or Territory of Australia as we determine in our sole discretion. Failing such determination, you agree to any proceedings being commenced and heard by a Court in New South Wales applying the laws of that State.

New Zealand

If you are located in New Zealand, this warranty document is governed and interpreted according to the laws of New Zealand and you agree to any proceedings being commenced and heard by a Court of New Zealand.

2. LIMITATION OF LIABILITY

To the extent permitted by law, EVOLT is not liable to you for:

- a) Any delay or loss that result from a defective product or remedying a defective product under this warranty document, such as supply delays outside our control and site stoppages;
- b) Any indirect or consequential losses whatsoever that you may incur as a result of a defective product or our warranty process under this document, such as site stoppages or third party claims;
- c) Reimbursement or compensation to you for any defects that are repaired, replaced or otherwise remedied without our written consent under this warranty document.

To the extent permitted by law, EVOLT's total liability for breach of any EVOLT warranty is limited to the cost of remedying the faulty Atom Product (at EVOLT's option) and the cost of returning the repaired or replaced Atom Product to you.

3. DEFINITIONS

Australian Consumer Law means Schedule 2 of the *Competition and Consumer Act 2010* (Cth) and the *Competition and Consumer Regulations 2010* (Cth) as amended from time-to-time.

Customer means any person, firm, company or other entity who places an order with EVOLT to buy Atom Products (also referred to as **you / your**).

Defect means any imperfection, damage, fault or other observable defect in an Atom Product.

Atom Product means the Atom branded good, product and merchandise that we supply to you and which is the subject of this warranty. Unless expressly stated otherwise, Atom Products do not include any associated services (such as assembly or installation).

Evolt means Evolt Pty Ltd t/as Evolt ABN 83 112 123 529 in Australia, Evolt (NZ) Pty Limited (company number 6977355) (NZBN 9429046962348) in New Zealand and any associated, related, subsidiary or parent companies, successors and assigns (also referred to as **us / we / our**).

Industry Standards means the codes and guidelines published by Standards Australia or Standards New Zealand (as applicable) from time to time and that apply to Atom Products.

Manufacturer's Instructions means the manufacturer specific instructions, specifications and recommendations published on our website, issued with the Atom Products and/or issued by the manufacturer from time-to-time.

New Zealand Consumer Law means the *Consumer Guarantees Act 1993* (NZ) and the *Fair Trading Act 1986* (NZ) as amended from time-to-time.

Third Party Product means any product (or part of a product) which has not been supplied by us, or which You have provided for the manufacture or supply of the Atom Product.