




## Terms & Conditions of Warranty for Atom Products

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### 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 of 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. <b>Atom Warranty</b>	<ul style="list-style-type: none"> <li>The Atom Warranty is our standard warranty against defects for Atom Products</li> <li>It is available for all Atom Products that are purchased from EVOLT (or our authorised distributors) in Australia and New Zealand, including AtomAir sub-brands</li> <li>It is subject to all the terms, conditions and exclusions listed in this document</li> <li>The Atom Australia Warranty is in force from <b>May 2023</b> and commences on the dates listed in this document</li> </ul>
2. <b>VIP Warranty (Optional)</b>	<ul style="list-style-type: none"> <li>The VIP Warranty is an optional warranty against defects that is additional to other Atom Product warranties</li> <li>It is only available for <b>select Atom Products</b> that are purchased by <b>registered VIP Community Members</b> from EVOLT (or our authorised distributors)</li> <li>It is subject to all the terms, conditions and exclusions listed in this document</li> <li>The VIP Warranty is in force from <b>May 2023</b> and commences on the dates listed in this document</li> </ul>

## WHAT ARE THE WARRANTIES?

### A. ATOM WARRANTY

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

Eligible Defect	Product Type	Warranty Period	Remedy
<b>Atom Australia</b>			To remedy an eligible defect during the warranty period, EVOLT will (at our option): A) Repair the Atom Product; or B) Replace the Atom Product with the same or equivalent product; or C) Provide a full refund.
Premature product failure caused by faulty materials or workmanship	General lighting	<b>3 YEARS</b> or stated Warranty Operating Hours (whichever occurs first)*	
	Highbays for commercial use	<b>5 YEARS</b> or stated Warranty Operating Hours (whichever occurs first)*	

Eligible Defect	Product Type	Warranty Period	Remedy
	Accessories, software or consumables (such as globes and heat lamps)	<b>1 YEAR</b> or stated Warranty Operating Hours (whichever occurs first)*	Atom Products labelled 'return to base' are remedied by EVOLT at our own premises (or agent's premises). 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.
Atom air			
Premature product failure caused by faulty materials or workmanship	Commercial use	<b>1 MONTH</b> <i>(return to base)</i>	Atom Products labelled 'in-home' are remedied by EVOLT at the site which the Atom Product has been supplied or installed.
	Domestic use exhaust fans	<b>3 YEARS</b> <i>(return to base)</i>	
	Domestic use bathroom heat, fan and lights	<b>3 YEARS</b> <i>(in-home)</i>	
	Domestic use ceiling fans (motor, light and DC remote control)	<b>6 YEARS</b> <i>(including 4 Years in-home + 2 years return to base)</i>	
	Domestic use remote controls (sold separately)	<b>3 YEARS</b> <i>(return to base)</i>	
	Software or consumables (such as globes and heat lamps)	<b>1 YEAR</b>	

\*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

When you sign up to EVOLT's VIP Community and purchase select Atom Products from EVOLT and/or our distributor, the VIP Warranty provides additional on-site benefits and extended warranty periods. Membership of EVOLT's VIP Community is available to licensed electrical contractors only.

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	General lighting products* only  <i>The VIP Warranty is only available on selected Atom Products. It does not include AtomAir Products. You can find eligibility for the VIP</i>	Whichever occurs first: a) The warranty period listed on EVOLT's <a href="#">Atom Product list</a> or b) The stated period of total and daily	To remedy an eligible defect during the warranty period, EVOLT will (at our option):  A) Repair the Atom Product; or B) Replace the Atom Product with the same or equivalent product, or

Eligible Defect	Product Type	Warranty Period	Remedy
	Warranty and applicable warranty periods on our website or listed in EVOLT's <a href="#">Atom Product list</a> .	operating hours that is equivalent to the product's rated operational lifetime Up to a maximum of <b>5 YEARS</b> from date of purchase	C) Provide a full refund.  Remedies under the VIP Warranty are provided on an 'on-site' basis. This means that EVOLT will remedy an eligible defect in an Atom Product at the site which it has been supplied or installed.

\* Excludes AtomAir 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;
- b) You are a **registered member of the VIP Community** at the time the Atom Product is purchased;
- c) The Atom Products are supplied to a **licensed electrician**; and
- d) The Atom Products are installed by the licensed electrician **within a 50km radius from the centre** of the following Australian cities:
  - Adelaide
  - Brisbane
  - Gold Coast
  - Melbourne
  - Perth
  - Sunshine Coast
  - Sydney

If Atom Products are installed outside of the included locations, you can still access the VIP Warranty by paying a callout fee and labour expenses. EVOLT will contribute to the callout fee and labour costs at allowance rates published from time to time. See our current [Labour Allowance Rates](#) here. Costs of your warranty claim are dealt with later on in this document.

The VIP Warranty periods displayed in this document do not extend an Atom Product's rated operational lifetime that is stipulated by EVOLT or the manufacturer. The VIP Warranty ends when the Atom Product has reached or surpassed its rated operational lifetime of use, even if that occurs before expiration of the VIP Warranty period applicable to that Atom Product. For example, if your Atom Product has a rated operational lifetime of 50,000 hours use with a maximum of 12 hours operation per day and a VIP Warranty period of 5 years, the VIP Warranty ends if you reach 50,000 hours of operation at 3 years from the date of purchase (or any other time before 5 years from the date of purchase).

If you are entitled to both the Atom Warranty and the VIP Warranty, the VIP Warranty will apply first until the VIP Warranty period expires. Once the VIP Warranty expires, the Atom Warranty (and it's applicable warranty period) will then apply.

#### Working Example (AT9012 Downlight)

*The below warranty example is for illustrative purposes only.*

<b>Atom Warranty</b>	3 years (return to base basis)
<b>VIP Warranty (if applicable)</b>	2 years (on-site basis)
<b>Design lifetime</b>	50,000 hours
<b>Operational lifetime</b>	22,000 hours (with a maximum daily operation of 12 hours)
<b>Total Warranty Period</b>	<b>2 years (VIP on-site) applying first + 3 years (return to base) = 5 years</b> <b>or</b> <b>3 years, for example, if that is the period of time that it took for the AT9012 Downlight to reach 22,000 hours of operation using the product up to 12 hours a day</b>

*Note: Design life is the average time that the product has been designed to last before the economical life of the product has been reached.*

You have **5 working days** from when you join the EVOLT VIP Community to cancel your membership and the VIP Warranty. You may give your cancellation in writing to EVOLT at Unit 2C, 40 Barracks Road, Wacol QLD 4076, Australia or fax +612 9502 1154 or email [sales@evolt.com.au](mailto:sales@evolt.com.au). If you cancel your membership to the VIP Community, the VIP Warranty will be cancelled. Cancelling the VIP Warranty does not entitle you to cancel or be refunded for any goods or services purchased.

#### WHAT YOU MUST DO TO BE ELIGIBLE FOR THIS WARRANTY

For this warranty to apply, you must:

- Have purchased the Atom Product from EVOLT or our authorised distributors in Australia or New Zealand;
- Be a registered member of the EVOLT VIP Community (for the VIP Warranty only);
- Follow the manufacturer's instructions applicable to the Atom Products;
- Follow the Industry Standards for installation and usage applicable to the Atom Products (if any);
- Follow any other written or verbal instructions for installation, operation, care, repair and maintenance of the Atom Products. Those directions may be given by EVOLT, supplied with the Atom Products, printed on the labels, packaging or operation manuals, published on the EVOLT website or otherwise published by EVOLT from time to time; and
- Follow the claims procedure for making a warranty claim as outlined in this document.

You acknowledge and agree that the EVOLT warranties may be voided if you fail to follow the manufacturer's instructions, our instructions and the claims procedure.

## EXCLUSIONS

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

Exclusion Type	What is <b><u>NOT</u></b> covered
Fair Wear & Tear	Defects and failure caused by fair wear and tear or an Atom Product exceeding its rated operational lifetime
Improper Installation, Repair or Modification	Defects and failure which result from: <ul style="list-style-type: none"> <li>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)</li> <li>Installation by an unqualified person</li> <li>Defects and failure which result from repair or modification of the Atom Products by you or any person other than EVOLT or an authorised agent of EVOLT</li> </ul>
Incorrect Operation and Misuse	Defects and failure which result from your misuse of the Atom Products, including: <ul style="list-style-type: none"> <li>Subjecting the Atom Products to abnormal weather or storage conditions</li> <li>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)</li> <li>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)</li> <li>Damage, loss and abuse of the Atom Products (including theft, vandalism or damage outside normal operation)</li> <li>Your negligence in using or handling the Atom Products</li> </ul>
Prolonged operation	Defects and failure that result from operation exceeding the stated rated daily operational usage
Failure to Care	Defects and failure 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 failure 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 failure 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 otherwise)
Consumables	Consumables such as batteries and screws that are supplied with Atom Products as an

Exclusion Type	What is <b><u>NOT</u></b> covered
	accessory
Third Party Products	Any third party products or defects 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 failure 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 this procedure:

### 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"> <li>- incorrectly assembled or installed;</li> <li>- incorrectly operated or used or maintained;</li> <li>- incorrectly repaired or modified;</li> <li>- exposed to abnormal conditions; or</li> <li>- damaged by you (due to negligence or otherwise)</li> </ul>
<input type="checkbox"/>	Request for labour allowance rates (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"/>	Proof of purchase (if available)
<input type="checkbox"/>	Date and place of purchase
<input type="checkbox"/>	The item number / code of the returned Product
<input type="checkbox"/>	The number of items claimed



What must be included in the warranty claim	
<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"> <li>- incorrectly assembled or installed;</li> <li>- incorrectly operated or used or maintained;</li> <li>- incorrectly repaired or modified;</li> <li>- exposed to abnormal conditions; or</li> <li>- damaged by you (due to negligence or otherwise)</li> </ul>
<input type="checkbox"/>	Request for labour allowance rates (if applicable)

Your claim must be made to EVOLT at email address at [sales@evolt.com.au](mailto: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 contact you **within 2 working days** and confirm whether the Atom Product is 'return to base' or 'onsite'.

If the Atom Product is 'return to base', you must deliver the Atom Product to EVOLT for inspection and assessment. We will confirm a date and location for delivery, however you must return the Atom Product no later than 14 days after making your warranty claim.

If the Atom Product is 'onsite', EVOLT will arrange a time and day for the Atom Product to be inspected on site or collected for assessment. You must make the Atom Product available for us to inspect or collect between 9am – 5pm Monday to Friday.

## 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 Product is covered by an EVOLT warranty.

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

- a) You have followed directions from EVOLT, applicable industry standards, the manufacturer's instructions and any other instructions provided for the Products; and
- b) Any exclusions apply to the 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 onsite 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 onsite 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 onsite 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 onsite 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 this warranty;
- b) the warranty is given on an 'onsite' basis;
- c) if claiming under the VIP Warranty:
  - i) the relevant Atom Product was installed within the radius limits specified in this warranty document;
  - ii) labour costs have been incurred up to 2 years from the date of purchase of the relevant Atom Product and on eligible Atom Products only; and
  - iii) labour requests were included in the warranty claim and accepted by EVOLT.

For Atom Products covered by the VIP Warranty but installed outside EVOLT's radius limits, EVOLT will pay a portion of labour expenses associated with a VIP Warranty claim at [Labour Allowance Rates](#) that we publish from time-to-time.

To claim warranty callout, labour expenses or allowances, shipping and travel expenses and other costs that you incur to claim or remedy a valid defect 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](mailto: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 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:

- 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;
- 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;
- 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 one of the EVOLT warranties is limited to the cost of remedying the faulty Product (at EVOLT's option) and the cost of returning the repaired or replaced Products to you.

### 3. DEFINITIONS

**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).

**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 a Product.

**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 EVOLT's Products.

**Manufacturer's Instructions** means the manufacturer specific instructions, specifications and recommendations published on our website and/or issued with the 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.