

3 YEAR PRODUCT WARRANTY

Revolution Power Australia Pty Ltd strives for total customer satisfaction, reliability and a value for money offering to our customers. We offer our customers a personalised, professional service and reliable product support. In the unlikely event that a technical issue arises with a Revolution Power Australia product, customers are encouraged to initially contact the Revolution Power Australia Support Team on 1300 303 498 or info@rpoweraust.com.au for prompt and efficient diagnosis and product support.

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.

The benefits of this Warranty are in addition to other rights and remedies available at law in respect of the Products and shall not derogate from any applicable mandatory statutory provisions or rights under the Australian Consumer Law.

Revolution Power Australia Pty Ltd ("**RPA**") offers a warranty in respect of its Products where the Products are purchased from an authorised distributor or reseller of

RPA by a person ("**Purchaser**"), on the terms and conditions, and for the duration, outlined below in this document ("**Warranty**").

1. In this Warranty, the term **Products** means:
 - 1.1 all products manufactured or supplied by Revolution; and
- Offer and duration of product warranties**
2. RPA warrants that its Products will be free, under normal application, installation, use and service conditions, from defects in materials and workmanship affecting normal use, for **3 years** from the date of purchase (**Warranty Period**).
3. Where a Product malfunctions or becomes inoperative during the Warranty Period, due to a defect in materials or workmanship, as determined by RPA, then subject to further rights conferred by the Australian Consumer Law on the Purchaser, RPA will, in exercise of its sole discretion, either:
 - 3.1 Repair the defective Product;
 - 3.2 Replace the defective Product; or
 - 3.3 Provide a refund to the Purchaser for the purchase price paid for the defective Product, without charge to the Purchaser.
4. The warranty given by RPA in clause 3 covers the reasonable costs of delivery and installation of any repaired or replaced Products or components of Products to the Purchaser's usual residential address notified to RPA, together with the reasonable costs of removal and return of any Products determined by RPA to be defective.
5. If the Purchaser incurs expenses of the nature referred to in clause 4 in the context of making a claim pursuant to this Warranty that is accepted by RPA, the Purchaser will be entitled to claim for reimbursement of those expenses which RPA determines, in exercise of its sole discretion, to be reasonably incurred, provided that the claim is notified to RPA in writing at the postal address or email address specified in clause 19 and includes:
 - 5.1 Details of the relevant expenses incurred by the Purchaser; and
 - 5.2 Proof of the relevant expenses having been incurred by the Purchaser.

Exclusions and limitations

6. This Warranty will not apply to, or include any defect, damage, fault, failure or malfunction of a Product, which RPA determines, in exercise of its sole discretion, to be due to:
 - 6.1 Normal wear and tear or exposure to weather conditions over time;
 - 6.2 Accident, misuse, abuse, negligence, vandalism, alteration or modification;
 - 6.3 Non-observance of any of the instructions supplied by RPA, including instructions concerning installation, configuring, connecting, commissioning, use or application of the Product, including without limitation choice of location;
 - 6.4 Failure to ensure proper maintenance of the Product strictly in accordance with RPA's instructions or failure to ensure proper maintenance of any associated equipment or machinery;
 - 6.5 Repairs to the Product that are not strictly in accordance with RPA's instructions;
 - 6.6 Installation, repairs or maintenance of the Product by, or under the supervision of, a person who is not a qualified auto electrician or technician, or if non-genuine or non-approved parts have been fitted;
 - 6.7 Faulty power supply, power failure, electrical spikes or surges, lightning, flood, storm, hail, extreme heat, fire or other occurrence outside the control of RPA;
 - 6.8 Use other than for any reasonable purpose for which the Product was manufactured;
 - 6.9 Any indirect or incidental damage of whatever nature outside the control of RPA.
 7. Warranty claims in respect of a Product must be made in writing to RPA at the postal address or email address specified in clause 21 within the Warranty Period. Such claims must include the following:
 - 7.1 Details of the alleged defect or fault and the circumstances surrounding the defect or fault;
 - 7.2 Evidence of the claim, including photographs of the Product (where the subject of the claim is capable of being photographed);
 - 7.3 The serial number of the Product, specified on the stamped code on the Product; and
 - 7.4 Proof of purchase documentation for the Product from an authorised distributor or reseller of RPA, which clearly shows the date and place of purchase. The return of any Products without the prior written instructions of RPA will not be accepted by RPA.
 8. Without limiting any other clause in this Warranty, RPA has the right to reject any Warranty claim made by a Purchaser pursuant to this Warranty where:
 - 8.1 The Purchaser does not notify Revolution in writing of a Warranty claim within the Warranty Period;
 - 8.2 The Purchaser does not notify RPA in writing of a Warranty claim within 1 month of becoming aware of the relevant circumstances giving rise to the claim, so that any further problems with the Product are minimised;
 - 8.3 The serial number of the Product has been altered, removed or made illegible without the written authority of RPA;
 - 8.4 The Purchaser is unable to provide proof of purchase documentation in accordance with clause 7.4 or evidence that the Product was properly installed and removed (if relevant), and that proper maintenance has been performed on the Product...
 9. If the Product is found to be working satisfactorily on return to RPA or upon investigation by RPA, the Purchaser must pay RPA's reasonable costs of testing and investigating the Product in addition to shipping and transportation charges. Where RPA is in possession of the Product, the Product will be returned to the Purchaser on receipt of the amount charged.
 10. Any replaced Products or components of Products shall become the property of RPA.
 11. RPA may, in exercise of its sole discretion, deliver another type of Product or component of a Product (different in size, colour, shape, weight, brand and/or other specifications) in fulfilling its obligations under this Warranty, in the event that RPA has discontinued manufacturing or supplying the relevant Product or component at the time of the Warranty claim, or where such Product or component is superior to that originally purchased by the Purchaser.
- ## Other conditions of Warranty
12. If the Purchaser acquired a Product for the purpose of resupply, then this Warranty shall not apply to that Product.
 13. In particular, the sale of a Product via an online auction, online store or other internet website by a party that is not an authorised distributor or reseller of the Product will be deemed to be a resupply within the meaning of the Australian Consumer Law and will render this Warranty void, as RPA has no control over the storage, handling, quality or safety of Products sold by such persons.
 14. A Purchaser shall only be entitled to the benefit of this Warranty after all amounts owing in respect of the Product have been paid.
 15. While RPA warrants that the Products will be free from defects in materials and workmanship in the circumstances set out in this Warranty, to the maximum extent permitted by law RPA does not warrant that the operation of the Products will be uninterrupted or error-free.
 16. To the maximum extent permitted by law, RPA's determination of the existence of any defect and the cause of any defect will be conclusive. The agents, officers and employees of any distributor or reseller of the Products and of RPA are not authorised to vary or extend the terms of this Warranty.
 17. RPA shall not be responsible or liable to the Customer or any third party in connection with any non-performance or delay in performance of any terms and conditions of this Warranty, due to acts of God, war, riots, strikes, warlike conditions, plague or other epidemic, fire, flood, blizzard, hurricane, changes of public policies, terrorism and other events which are beyond the control of RPA. In such circumstances, RPA may suspend performance of this Warranty without liability for the period of the delay reasonably attributable to such causes.
 18. If a clause or part of a clause in this Warranty can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause in this Warranty is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Warranty, but the rest of this Warranty is not affected.

Revolution Power Australia's contact details

19. RPA's contact details for the sending of Warranty claims under this Warranty are:

Revolution Power Australia Pty Ltd
Unit 8/3 Metroplex Ave. Murrarie Q 4172 Australia
Email: info@rpoweraust.com.au
Telephone: 1300 303 498
International: +61 499 026 801