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<https://www.lpasmartmeters.com/>

MANDATORY NOTICE

LPA's 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 for compensation for any other reasonably foreseeable loss or damage.

You are also entitled to have the goods repaired or replaced if goods fail to be of acceptable quality and the failure does not amount to a major failure.

LPA WARRANTY AND RETURNS POLICY

This document:

- Sets out LPA smart meters warranty and returns for LPA-supplied goods ("products") installed in Australia and New Zealand.
- Must be read together with any applicable supply agreement and/or terms and conditions.

Your rights

Change of mind

LPA is **not** required to provide a refund or replacement if you change your mind.

Minor defect

If the product has a minor defect, LPA may choose:

- refund of product cost
- replacement of product with identical product, or
- repair of product

LPA will repair a product with a minor defect within a reasonable time.

If the product is not repaired in a reasonable time you may choose a refund or replacement. A "minor defect" is a defect in a product that is not a major defect.

Major defect

A "major defect" is a defect in a product if it:

- would have stopped you from buying the product if you had known about it
- causes the product to be unsafe
- causes the product to be significantly different from the sample or description shown to you, or
- has the effect that the product doesn't do what the product or LPA said it would



If the product supplied to a consumer has a major defect, LPA must either provide:

- refund of product cost
- replacement with identical product or product of similar value
- compensation for loss of value caused by the defect, or
- repair of the product as chosen by:
 - if you are a "consumer" within the meaning of the Australian Consumer Law, you; or
 - otherwise, LPA.

Exclusions and Qualifications

LPA is not obliged to provide a repair, exchange or refund in respect of any product if:

- The product does not contain a defect and you have merely changed your mind.
- The product defect was caused by:
 - your misuse of the product (including use other than in accordance with any instructions on or with the product) including use for purposes for which the product was not intended);
 - faulty or incorrect external electrical wiring, incorrect power supply, voltage fluctuations, over voltage transients or electromagnetic interference not originating within product;
 - incorrect or poor installation or storage;
 - compatibility issues between the products and the installation environment i.e.: control systems, harmonic oscillation and power supply;
 - the use of an accessory, component or product not supplied by LPA;
 - storm, fire, flood, vandalism, misuse, negligence, acts of god, earthquake, war, vermin, foreign matter entering product (e.g. dirt and moisture) or any other outside agency;
 - normal weathering or corrosive atmospheric conditions;
 - resulting from operations at conditions outside the operating conditions specified in applicable LPA technical or sales literature applicable to product;
 - defects in consumables used with the product which must be regularly replaced in accordance with applicable LPA technical or sales literature applicable, e.g., LED COB, LED drivers, batteries, accumulators, emergency lighting modules;
 - product being re-installed at a location other than the original location;
 - repair or modification by unauthorised persons; or
 - your failure to procure correct operation and regular maintenance of the product.
- You were made aware of the defect before you bought the product.
- You had an opportunity to examine the goods before purchase and did not notice an obvious defect.
- The period of time that has passed since you purchased the product is longer than the product could be reasonably expected to remain defect-free.
- The goods have been thrown away, destroyed, lost or damaged while in your possession.
- You are unable to provide reasonable proof of the defect.
- You are unable to provide reasonable proof of having purchased the product from LPA.

LPA is not liable to pay or reimburse to you:

- Any costs or additional labour associated with de-installation of service access to product installed in restricted or unsafe (e.g. high) locations.
- Freight charges (including insurance) or travelling cost for repairs.

Note that, depending on how long has passed since the defective product was purchased, LPA may not be able to provide spare parts or repair facilities in relation to a particular product.



You are responsible for the correct operation and regular maintenance of the product as listed below.

Warranty Claim Process

To make a warranty claim, the claiming party must notify LPA in writing or by e-mail to: LPA Smart Meters, Suite 3, Level 2, 33 Park Road, Milton Queensland, 4064 Australia.

Email: support@lpasmartmeters.com

You may be required to provide further evidence including:

- product proof of purchase
- installer company name
- product installation date
- description of alleged defect
- RMA request form
- maintenance logs
- additional information including photos of the problem fitting or product.

To enquire about returning a LPA product, please contact our friendly Customer Service team.

Nothing contained in this warranty is intended to restrict, modify or exclude the operation of any of the provisions contained in Part 3-2 of the Australian Consumer Law or any similar legislation or substituted amendment, including provisions allowing for refunds for defective goods.

In this document "LPA" means LPA Tech Pty Ltd [ACN 12 644 509 562]