



## Our Warranties

### Cover, the way it should be.

When I was an apprentice working for my father, he always taught me to ensure we protected our family name, it was our business name and future. When I started M-Elec I applied those same business principles design, function and trust.

Every product we release, sell and develop, we want to ensure that our customer feels confident in using the product and is protected by the guarantee that if the product doesn't function then the product should be replaced, repaired or upgraded.

That's why M-Elec has decided to provide a new warranty structure that will increase the warranty period on our product ranges and give our customers peace of mind when utilising our products.

— Tim Mobbs. CEO

## Overview

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When you purchase M-Elec products, you will also receive coverage from the M-Elec 3, 5 or 7-year Limited Warranty offers depending on the series. By becoming an M-World member you can also obtain additional On-Site warranty benefits.

Should your product be defective, you can choose to make a claim under Australian consumer law in conjunction with the M-Elec Limited Warranty.



Covers Blindsnake, RAPID XC, and accessories against manufacturing defects for three years from the date you bought your product.

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Covers MR, APEX, TITAN, NOXBOX, and MIRAGE products in the range against manufacturing defects for five years from the date you bought your product.

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Covers all premium products including NOX, 1Box, VALO, MEDI, and ROX against manufacturing defects for seven years from the date you bought your product.

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Free On-Site warranty is exclusive to M-World members from 1st of January 2021. We've got you covered not only for product protection but for any associated labour and equipment hire costs to replace the faulty products.

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1. Our warranty is in addition to rights provided by consumer law and doesn't cover damage caused by accidents or unauthorized modifications.
2. See the warranty for complete details.
3. Please retain your proof-of-purchase information as this will be required by the store or warranty department. to complete the process T&C's apply.
4. Free On-Site warranty is exclusive to M-word members for 3 years from the date of installation.



## Consumer Information - Product Warranties

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**Q. When can repair or replacement cover me from?**

A. Defects present when or after the customer takes delivery or purchase

**Q. How long is the claim period?**

A. **Three years**

From the date of purchase for Basic branded M-Elec products.

**Five years**

From the date of purchase for MR, Muti and RAPID branded M-Elec products.

**Seven years**

From the date of purchase for NOX, strip or 1Box branded M-Elec products

**Q. Is there a cost for coverage?**

A. **Limited warranties**

Provided at no additional cost

**Q. Who do I contact to make a claim?**

A. Product claims for our Limited 3, 5 or 7-year warranties can be made through the seller. Thus being the wholesaler the product was bought through.

**Included repair or replacement options**

Can be arranged at the wholesale store of purchase.

**Telephone technical support**

Can be made via M-Elec telephone technical support, At the place of purchase (Wholesaler or via email or live chat available via the contact page on the M-Elec website or call 1300 222 446.



# Product Warranty Disclaimer

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Current as of 01 January 2021

## **M-Elec transformers/drivers**

M-Elec provides a warranty against defects of M-Elec transformers/drivers on the following terms and conditions. Please refer to M-Elec website for information on the warranty period of each product.

- The transformer must be properly installed by a qualified electrician and in accordance with our installation guidelines and any relevant codes and standards.
- The warranty does not apply to M-Elec transformers that fail as a result of neglect, mistake, misuse, alteration, exposure to the elements, or that is improperly installed and implemented. This includes but is not limited to: improper wiring, installation under improper and non-approved operating environments such as temperature, humidity, corrosion or voltage conditions; improper installation using components that are not approved or are not M-Elec manufactured products or if the plug is cut in any way from the transformer.
- It is the responsibility of the purchaser to obtain all necessary approvals and to understand the products intended use and all relevant instructions, recommendations, and guidelines for the proper installation and use of any M-Elec Transformer product and related 'manufactured products' used in conjunction with same.
- M-Elec is not liable for the accuracy and completeness of any statements, technical information and recommendations in any form of product literature or instructions are not guaranteed and are not part of this warranty and does not in any way constitute a warranty. The purchaser is solely responsible for determining the suitability of the M-Elec transformers for installation and full implementation must determine potential applications and installations independently.
- To make a claim on this warranty, you must receipt of purchase (from the place of purchase) please read our returns policy for further information and deliver the transformer to M-Elec (at your cost) at the address given below. We will assess the warranty claim, and if we grant the warranty claim, we will replace the product or refund your money, at our election.
- M-Elec is not responsible or liable for any injuries, damages, or death caused by the use, misuse or failure of products purchased from us.
- This warranty is in addition to any other rights the consumer may have under the Australian Consumer Law.

## **M-Elec LED products – other**

on the warranty period of each product. Each of M-Elec LED product warranties is separate and subject to the following terms and conditions:

Please refer to the M-Elec website ([melec.com.au](http://melec.com.au)) for further information

- M-Elec products must be properly installed by a qualified electrician and in accordance with any relevant guidelines, codes, and standards. This includes wiring and connection to proper approved components and product working environments.
- This warranty is void and does not apply to products that fail as a result of neglect, misuse, alteration, or that is improperly installed and implemented. This includes but is not limited to: improper wiring, installation under improper and non-approved operating environments such as temperature, humidity, corrosion or voltage conditions; improper installation using components that are not approved or are not M-Elec manufactured products.
- It is the responsibility of the purchaser to obtain all necessary approvals and to understand the products intended use and all relevant instructions, recommendations, and guidelines for the proper installation and use of any M-Elec products and related 'manufactured products' used in conjunction with same.
- M-Elec is not liable for the accuracy and completeness of any statements, technical information and recommendations in any form of product literature or instructions are not guaranteed, and are not part of this warranty, and does not in any way constitute a warranty. The purchaser is solely responsible for determining the suitability of the M-Elec LED products for installation and full implementation must determine potential applications and installations independently.
- The LED product warranties do not cover LEDs that continue to light, but exhibit varying/differing forward voltage drops, light output, or colour/wavelength.
- Warranty is void if LEDs are cut in any way (outside of LED strip instructions) or damaged by neglect.



- Warranty is void if products have been altered, opened/ modified in any way that is outside the bounds of normal electrical work. Please note: This does not include removing or hard wiring downlight drivers or the hard wiring of flex on an M-Elec flood light).
- To make a claim on any of M-Elec's products, you must do so within 14 days from the day of receipt (from a place of purchase) please read our returns policy for further information and deliver the transformer to M-Elec (at your cost) to Head Office. M-Elec will assess the warranty claim by conducting electrical tests, making sure the contacts still exist on the LED. A visual and microscopic inspection to make sure there is no visible physical damage such as a melted or broken lens. If M-Elec grants the warranty claim, we will replace the product or refund your money, at our election.
- M-Elec is not responsible or liable for any injuries, damages, or death caused by the use, misuse or failure of products purchased from us.
- This warranty is in addition to any other rights the consumer may have under the Australian Consumer Law.
- The warranty on batteries will differ from that of the fitting to which it is attached.

**ALL RETURNS MUST BE RETURNED TO M-ELEC WAREHOUSE:  
31 Premier Circuit , Warana Qld 4575**

**Missing contacts are the leading cause of LED failure.**

- Normally this is caused by driving the LED beyond its maximum published specifications, and we can tell by visual and microscopic inspections, and electrical tests, This will show whether a led has suffered a catastrophic current overload, or whether someone applied too much pressure when repositioning or removing the LED. If the LED has no visible damage it will be sent to the manufacturer for testing. Which will determine if it is covered under the warranty. If it is determined that the LED was defective when shipped, we will replace the LED(s) at no charge (postage paid).
- To the fullest extent permitted by law, no warranties other than those described above are given in respect of M-Elec products. M-Elec's liability is limited, to the fullest extent permitted by law, to the refund or replacement of the M-Elec products. We expressly do not warrant that an M-Elec product will last any particular length of time nor guarantee is made as to fitness to a particular application, since we have no control of the electrical supply or circuits you are using to drive the LEDs.
- M-Elec products 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.



# General Terms and Conditions

## These Terms and conditions cover On-Site Warranty, Project Cutting Services

### WARRANTY STATEMENT:

M-Elec Pty Ltd ("M-Elec") warrants its Products against manufacturing faults under the On-Site Warranty on the following terms and conditions. Important notice: M-Elec Pty Ltd only warrants the products against manufacturing faults.

### GENERAL

- 1) The on-site warranty (OSW) period is equal to the period stated on the OSW certificate (to a maximum of 3 years) that is issued for each site registration and is effective from date of purchase.(please refer to the M-Elec's product guides document for further information).
- 2) The OSW only applies to Products which have been validly purchased through and Melec product supplier, wholesaler or through the M-Elec On-line portal. To be able to claim for an OSW Warranty you will be responsible for providing evidence that the:
  - The Products which are the subject of the OSW, were purchased and installed in Australia;
  - The Products were correctly installed by a qualified electrician in accordance with M-Elec's installation guidelines and any relevant codes and standards;
  - The claimant is a member of M-World and the claim is lodged through that portal. Proof of purchase MUST be uploaded at time of claim lodgment; and
- 3) The Homeowner may only claim through the installing contractor, if that contractor is unavailable they may claim through the Melec office however they must have an invoice from the installing contractor as proof of purchase. This must be accompanied with a photo of the product failure. Once confirmed an M-World member local to the issue will be contacted to complete the warranty claim. This is subject to the correct installation in respect of the Product which is the subject of the claim.
- 4) On-site warranty claims will not be approved within the first 30 days from registering with M-World
- 5) Claims over \$500 can only be approved once the lights have been deemed faulty by the account manager or an M-Elec representative, this also applies to the RMR (Store credit)
- 6) Photo's of the installed faulty product is required prior to removal

### MAKING A CLAIM

- 7) The Product must remain at the location where the Product was initially installed. This location must be the address to which the claim was lodged with M-Elec.
- 8) The online claim process must be completed in accordance with OSW Terms and conditions (All faulty goods must be returned to the supplier from which they were purchased within 7 days of replacement, please note you may be requested to return the goods to M-Elec directly)
- 6) Claims are processed and approved at the discretion of M-Elec. Additional information or evidence of failure may be requested prior to approval.

### WHAT IS COVERED?

- 9) NOXSP Drivers mounted below 4m and easily accessible will be covered by the OSW program for a period of not more than 6 months from date of install, these drivers will be required to be assessed for warranty before approval of OSW.
- 10) If an OSW claim and quotation is approved by M-Elec, then M-Elec will pay up to the Limit of \$80 per hour for the callout fee and repair or replacement of the Product by an Authorised Service Agent approved by M-Elec. Any costs in excess of the OSW Limit are payable by the Homeowner. To the maximum extent permitted by law, M-Elec accepts no liability for incidental or consequential damage.
- 11) The OSW is solely limited to the repair or replacement of the Product only (up to the allowed Limit).
- 12) Any Products replaced under the OSW as a result of an OSW claim are only warranted for the balance of the OSW Warranty Period.
- 13) M-Elec may at its discretion pay travel costs incurred by Authorised Service Agents, and costs associated with the hire of extension ladders, scaffolding and other costs required to complete the replacement.

### These services are to be capped as follows:

- a) Cherry picker/Sizzler lift hire is capped at \$350 + GST per day
- b) Snorkel Lift/Boom lift hire is capped at \$625 + GST per day

Quotes must be submitted for approval prior to claiming for specified works. To the maximum extent permitted by law, M-Elec accepts no liability for incidental or consequential damage.

Products installed on ceilings. Should the removal of a failed product cause damage or the replacement product be a slightly different size or shape, evidence will be required to indicate all care was taken to ensure damage remained at a minimum. M-Elec will only pay these if no alternative was available and if costs submitted are approved in writing by M-Elec prior to installation or rectification under the OSW Claim. These costs are included in the Limit and are not in addition to the Limit.

M-Elec's OSW does not cover costs incurred through the use of alternate forms of transport for example: Planes, Boats, Ships, Trains etc or time involved in accessing extreme remote areas in this instance tradesperson must be sourced locally or associated travel costs will not be covered under these circumstances.

M-Elec reserves the right to perform an on-site inspection of a premises where a warranty claim or claims have been made to inspect the installation prior to the approval of any claim or claims. M-Elec reserves the right to reject or investigate any claim found to be unjustified, misleading or fraudulent in any way.

### INVOICE AND PAYMENT TERMS

- 14) Claims must be invoiced to M-Elec Pty Ltd and include the OSW registration number and description of amounts claimed. Invoices will not be processed by accounts until the claim amount has been approved in M-World.

All approved amounts will be paid 30 days EOM on receipt of invoice. Any Products replaced under the OSW as a result of an OSW claim are only warranted for the balance of the OSW Warranty Period.



## EXCLUSIONS

- 15) To be eligible for the OSW claim, the Products must have been installed in accordance with M-Elec's installation guidelines and any relevant codes and standards. The OSW does not apply and is considered null and void if the Products were incorrectly installed. Any repairs carried out by an Authorised Service Agent due to incorrect installation will be charged to the Homeowner at the time of service and M-Elec will not be liable under the OSW.
- 16) The OSW does not apply to products that fail as a result of neglect, mistake, misuse, alteration, exposure to the elements, or that are improperly installed and implemented. This includes but is not limited to: improper wiring, installation under improper and non-approved operating environments such as temperature, humidity, corrosion or voltage conditions; improper installation using components that are not approved or are not M-Elec manufactured Products. The OSW is void if the Products are cut or damaged in any way (outside of LED strip instructions).
- 14) The OSW does not extend to the following:
  - (a) Flickering resulting from input voltage, frequency, cable connections, dimmers, sensors, accessories or any other component outside of the product range.
  - (b) Any changes to plated and/or painted finishes due to climate conditions or other circumstances deemed to be beyond the control of M-Elec or their authorised agent.
  - (c) Problems arising due to installation techniques or dimming methods.
  - (d) Problems arising due to power supply faults (input) or influences.
  - (e) Any damage caused to walls, ceilings, furniture, carpet and/or any consequential damage caused within the establishment where the product is being installed.
  - (f) Any damaged caused by the entry of foreign matter or influences to the product including, but not limited to: liquid, moisture, dirt, dust, electrical fluctuations, or any additional problems encountered if the said products are used in an outdoor environment.
  - (g) Loss or damage caused by abnormal or excessive force of any kind from internal or external sources.
- 17) M-Elec is not liable for the accuracy and completeness of any statements, technical information and recommendations in any form of product literature or instructions. These are not guaranteed and are not part of this OSW and do not in any way constitute a warranty.
- 18) The Homeowner is solely responsible for determining the suitability of the products for installation and full implementation and must determine potential applications and installations independently. It is the responsibility of the Homeowner to obtain all necessary approvals and to understand the intended use of the products and all relevant instructions, recommendations, and guidelines for the proper installation and use of any products.
- 19) Flickering is the main cause of problems associated with LED products. This usually results from input problems not driver or light fitting issues. No warranty is covered for faults occurring due to this.
- 20) To the fullest extent permitted by law, M-Elec is not responsible or liable for any injuries, damages, or death caused by the use, misuse or failure of products.
- 21) Please note: The PLI "Platinum Licensed Installer" program has been superseded by the M-World membership program in November 2018, all previously registered OSW sites registered through PLI will be transferred across to the

M-World program for the balance of the warranty period which at the latest will expire October 2021. The transfer will take effect once you have joined the M-World program. Membership to M-World is free

- 22) M-World on-site warranty excludes the following:
  - All NOXSP luminaires.
  - All NOXSP Drivers mounted at a height of 4m or more will be excluded from the OSW.
  - All luminaires mounted over 5m above floor level, unless otherwise assessed by M-Elec and determined suitable for an OSW claim.

## CONSUMER RIGHTS

- 23) This OSW is in addition to any other rights the consumer may have under the Australian Consumer Law. This OSW gives additional protection for products and identifies a preferred approach to resolving warranty claims which will be quickest and simplest for all parties.
- 24) This OSW does not cover any loss, damage or delay directly or indirectly caused by any malfunction of or defect of or failure of the Product other than stated in this document.

M-Elec's liability is limited, to the fullest extent permitted by law, to the refund or replacement of the product. M-Elec expressly does not warrant that a product will last any particular length of time nor guarantee is made as to fitness to a particular application.

- 25) M-Elec'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 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.

## PROJECTS and PROJECT CUTTING SERVICES

- 1) M-Elec's offers a projects team accessible to Wholesalers, engineers, architects and contractors to assist in lighting design, quantity and suitability take-offs from drawings and specifications supplied. These designs will be based upon reasonable parameters assumed by us. There may be variances in this due to differences in reflectance's, voltage fluctuations, photometric tolerance, and environmental circumstances all of which are beyond our reasonable control. We reserve the right to alter or modify this design if relevant information becomes available.

Whilst every effort is taken the allocated time for a quotation is 72 business hours from receipt of request
- 2) M-Elec also offers a project cutting service for Wholesalers, engineers, architects and contractors. This service is designed for project type installations and requires all relevant information prior to providing a quotation. Acceptance of quotation must be in writing to ensure products will be prepared for delivery. Turnaround time for a quotation is a minimum of 72 hours this is subject to work side variances if additional time is required you will be notified.
- 3) The 72 business hours from order to dispatch is based on up to 30 cut and solders and is subject to product availability. This refers to any ALU profile which also may be required.
- 4) All LED strip will be cut to the next cut point as indicated by the copper connection/solder dots. All ALU Profile extrusion will be cut to length, LED Strip lengths apply and anything requested over those lengths will effect your warranty claim or will have to be rectified prior to the supply of replacement products
- 5) All prepared LED Strip is tested, reeled, bagged and labeled prior to dispatch.



- 6) 24hr turnaround or the cutting charge is free - Dependent on product availability & volume. 24 hour turn around & dispatch available for confirmed orders of less than \$1000 (ex GST) and received before 12.00pm. Delivery times may vary.

## DEFINITIONS

In these Terms & Conditions the following definitions apply:

### Authorised Service Agent

means such person engaged for the purpose of attending the address registered under the OSW to repair or replace a faulty product

### Cutting Service

is a service designed around project with multiple cuts of LED and ALU Profile and is designed to provide delivery to suit the programmed schedule, this service is also available to others as the need arises.

### Homeowner

means the owner of the property in which the Product is installed.

### Limit

means the allowable amount allocated to the relevant replacement up to \$770 (AUD) including GST.

### Major Failure

has the definition given to it in the Australian Consumer Law.

### OSW

means On-Site Warranty.

### OSW Period

is the period of 3 years for which the OSW is applicable

### M-World member

a person who has joined M-World via the M-Elec website

### Product

means products supplied by M-Elec but not including project products or non-branded products unless otherwise agreed in writing.

### Project

means a service provided to assist in a lighting design or special project which it can't be assumed without the use of technology

**Customer Service operates between 8AM to 4:30PM EST Monday to Friday**

**3/29 Premier Circuit, Warana QLD 4575.**

**Toll Free Customer Service Hotline: 1300 222 445**