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SERRATA GROUP PTY LTD | WARRANTY STATEMENT

Gardens at Night™ is a business of Serrata Group.

Serrata Group Pty Ltd warrants that, subject to the exclusions and limitations below, all Gardens at Night products will be free from defects in materials and workmanship for a minimum period of 12 months from the date of purchase or as stated on the Product Information sheet.

If a defect appears in a Product before the end of the Warranty Period, and Serrata Group Pty Ltd finds the Product to be defective in materials or workmanship, Serrata Group Pty Ltd will, in its sole discretion, either:

(a) repair the Product or the defective part of the Product free of charge; or
(b) cause the Product or the defective part of the Product to be repaired by a qualified repairer free of charge; or
(c) replace the Product.

Serrata Group Pty Ltd reserves the right to replace defective parts of the Products with parts and components of similar quality, grade and composition where an identical part or component is not available. Products presented for repair may be replaced by refurbished Product parts of the same type rather than being repaired. Refurbished parts may be used to repair the Products.

WARRANTY CLAIMS

1. If a fault covered by this warranty occurs, the customer must first contact Serrata Group Pty Ltd on the contact details below, or the trader from whom the Product was purchased.

2. Any warranty claim must be accompanied by:

   (a) proof of purchase;
   (b) full details of the alleged defect; and
   (c) any other appropriate documentation.

3. The customer must make the Product available to Serrata Group Pty Ltd or its authorised repair agent for inspection and testing. If such inspection and testing finds no defect in the Product, the customer must pay Serrata Group Pty Ltd's usual costs of service work and testing.

4. The customer must bear the cost of the transport of the Product to and from Serrata Group Pty Ltd or its authorised repair agent, and all insurance of the Product.

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EXCLUSIONS

This warranty will not apply where:

(a) the Product has been installed, repaired, altered or modified by someone other than Serrata Group Pty Ltd or its authorised agent;
(b) the alleged defect in the Product is within acceptable industry variances;
(c) Serrata Group Pty Ltd cannot establish any fault in the Product after testing and inspection;
(d) the Product has been used other than for the purpose for which it was designed and manufactured;
(e) the defect in the Product has arisen due to the customer's failure to properly install, use, service or maintain the Product in accordance with any instructions or user manuals that are supplied with the Product;
(f) the Product has been subject to abnormal conditions, including environment, temperature, water, fire, humidity or similar;
(g) the defect has arisen due to abuse, misuse, neglect or accident
(h) the damage occurred in transit;
(i) the damage is due to power surges.

The warranty does not extend to:

(a) damage or defects caused by normal wear and tear; or
(b) natural material finish and aging, including but not limited to oxidation, patina, fading or surface rust.

LIMITATIONS

Serrata Group Pty Ltd makes no express warranties or representations other than set out in this warranty.

Except to the extent required by the Australian Consumer Law, the repair of the Product or part of the Product is the absolute limit of Serrata Group Pty Ltd's liability under this express warranty.

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 for 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.

Serrata Group Pty Ltd provides the warranty in relation to any Gardens at Night branded exterior and landscape lighting Product.

The benefits of this warranty are in addition to any rights and remedies imposed by Australian State and Federal legislation that cannot be excluded. Nothing in this warranty is to be interpreted as excluding, restricting or modifying any State or Federal legislation applicable to the supply of goods and services which cannot be excluded, restricted or modified.

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