

VISIONARY®

GUARDIAN SERVICE AGREEMENT

Visionary Technologies Limited



VISIONARY TECHNOLOGIES LIMITED

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The Guardian Service Agreement (“the Agreement”) comprises the terms and conditions and Guardian Service (“the Guardian Service”) which, at the point of purchase, are applicable to each Gold Series lighting product (“the Product”) as referred to within the Agreement.

The Agreement is made between Visionary Technologies Limited (“the Manufacturer”) and the individual and/or company using the Guardian Service outlined in the Agreement (“the Recipient”). It is hereby agreed:

1. Product Description

The Manufacturer will sell, and the Recipient shall either buy or install the Product, details of which are set out below:

- a. Only Gold Series luminaires and attached control gear are covered by the Guardian Service and are subject to the conditions set out in this agreement.
- b. The Product is regarded as the lamp and attached control gear. They are not regarded as separate.

2. The Recipient

- a. The Guardian Service may only be requested by *either*.
 - i. The purchaser of the product; or
 - ii. The installer of the product.
- b. In some situations, the individual and/or company who have had the Products installed on their behalf (“the Customer”) may request the Guardian Service on behalf of the installer.

3. Use of the Product

The Recipient shall not:

- a. Use, or allow the Product to be used, in any which in which it is not designed, as outlined in the installation instructions specified for the Product.
- b. Install the Product in an unlawful way that is classed as illegal based on relevant New Zealand Electrical Safety Regulations.

4. Recipient’s Obligations

The Recipient shall ensure that:

- a. All reasonable care is taken when installing and removing the Product;
- b. The attached LED driver does not come into contact with any water or any solvent;
- c. The Warranty Disclosure Statement is read and adhered to before use of the Product;

- d. Visionary Technology Limited business terms and conditions are read and adhered to before use of the Product;
- e. Product specified installation instructions are read and adhered to before use of the Product;
- f. The Product is stored in a safe place prior to installation, away from direct sunlight, high humidity and/or heavy objects;
- g. The Product is not tampered with in any way; and
- h. The Recipient cannot charge the Customer for the replacement product if rebate is given to the Recipient from the Manufacturer.

5. Manufacturer's Obligations

- a. The Manufacturer shall supply the Product in a safe and working condition that shall be free of defects.
- b. The Manufacturer shall direct the Recipient to all relevant instalment instruction, terms and conditions and warranty documentation.

6. The Guardian Service

- a. Where applicable, the Manufacturer will reimburse the Recipient for the costs associated with the repair or replacement of the Product, provided it is not excluded from the service under Clause 10.
 - i. The amount payable is listed below:

Description	Payment	Notes
Replacement/repair of 1 item of Product	\$60 +GST	Per event
Subsequent items on a per unit basis	\$20 +GST	

- b. If the Product requires replacement the Manufacturer will provide the Recipient with a replacement Product. The decision to supply the same Product to the Recipient is at the sole discretion of the Manufacturer. In some circumstances the Manufacturer may determine that another Product is better suited and shall provide this as part of the Guardian Service.
- c. If the Product requires repair or replacement, the Manufacturer may decide to carry out the replacement or repair instead of the Recipient at its discretion. In this case, the Recipient is not able to claim the costs listed in Clause 6(a)(i).

Term of Service

- d. The Product, when compliant with the terms and conditions within the Agreement, will be covered for the costs detailed in Clause 6(a)(i) above for the first five years from the date that the Product was purchased (the Purchase Date).
- e. The Purchase Date applies from the initial date of purchase from the Manufacturer.
- f. If the Product has been purchased through a Third Party, please note that the date from which the Guardian Service will cover will be from the date the Product was delivered to the Third Party.

7. **Mechanical Repairs and Accidents**

- a. If the Product is damaged in an accident, breaks down or requires repair or salvage, regardless of the cause, the Recipient shall notify the Manufacturer of the full circumstances immediately by telephone or email.
- b. The Recipient shall not arrange to undertake any repairs or salvage without the Manufacturer's authority, except to the extent that the repairs or salvage are necessary to prevent further damage to the Product or to other property. The Recipient shall notify the Manufacturer immediately if this circumstance occurs.

8. **Return of the Product**

- a. The Recipient shall return the Product that has been marked as defective to the Manufacturer using the provided return materials, within **ten working days**.
- b. Return materials will be provided to the Recipient by the Manufacturer to ensure safe return of the Product.

9. **Liability**

The Recipient is liable for:

- a. Any loss of, or damage to, the Product including its attached accessories and control gear caused by the actions of the Recipient;
- b. Any consequential damage, loss or costs incurred by the Customer due to the fault of the Product, including salvage costs, loss of ability to re-purchase and loss of revenue; and
- c. Any loss of, or damage to, products and property of third parties arising after the purchase.

10. **Service Exclusions**

The Recipient acknowledges that the Guardian Service will not apply:

- a. Where the Product is returned by the Recipient and found not to be defective.
- b. At any time where the Product is wilfully or recklessly damaged or lost by the Recipient.
- c. At any time where the Product is wilfully or recklessly damaged or lost by any Customer of the Recipient.
- d. At any time where the installer uses the Product unlawfully.
- e. At any time where the Product has been used outside of the Manufacturer's specifications as per the installation instructions of the Product.
- f. To cover any fine or penalty imposed as a result of prosecution for breach of any law.
- g. To cover any usual wear and tear of the Product.
- h. To cover any associated cleaning or sanitation required in replacement of the Product.

- i. To cover any loss of, or damage to, products and property of third parties arising after the purchase.
- j. At any time where the Product was operated beyond the service terms outlined in the Agreement or any agreed extension of the term.
- k. To cover any additional costs outside of those listed in Clause 16(a)(i) unless otherwise agreed to in writing by a Director of Visionary Technologies Limited.
- l. To cover any Product replacement due to incompatibility with any dimmer mechanism including, but not limited to leading edge/trailing edge/universal or digital dimming mechanisms.
- m. To cover any replacement or service of the Product due to low voltage cable being removed from the SELV output side of the control gear.
- n. To cover replacement due to “change of mind”.
- o. To cover damage due to acts of God.
- p. To cover damage due to rodents or other animals.
- q. To cover any occurrence listed as “Not Covered” in the Product’s Warranty Disclosure Statement.
- r. Any damage to ceiling materials including, but not limited to, ceiling GIB.
- s. Spring clip integrity.

11. Recipient Uses Their Own Insurance

If the Recipient elects to use their own insurance, then the Recipient accepts all liability for all losses, costs and damages covered by the Guardian Service Agreement.

12. Privacy Act

- a. The information requested from the Recipient is to enable the Manufacturer to assess the Recipient’s request to service a product. The Recipient does not have to supply this information, but if the Recipient does not, then the Manufacturer is unable to service the product.
- b. The Recipient acknowledges that the Manufacturer will collect, hold and use the Recipient’s personal information for purposes related to the servicing of the product and the provision of related customer services, including direct marketing and assessing customer satisfaction with products and services provided by the Manufacturer.
- c. The Recipient further acknowledges that such personal information may be disclosed to debt collection agencies in the event that the Recipient defaults in the payment of any monies owing to the Manufacturer, or other parties involved in an accident with the product while on purchase to the Recipient; or any organisations responsible for the processing or handling of electrical related infringements; and the Recipient hereby authorises the disclosure of their personal information for such purposes.