



Sparkhomes.com.au

SPARK BUSINESS GROUP

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Warranty

In the event of any failure within a time period of five years from date of initial sale or shipment (whichever occurs sooner) of an Spark Business Group manufactured product (the Product) and such failure is caused by the direct result of a defect in the material or manufacture of the Product, the Company will at its sole option replace or repair, supply an equivalent product, or pay for doing one of these.

This warranty does not apply where the Product has been used in any manner not in accordance with the Company's instructions, nor the reuse of the Product after its initial installation. Installation and maintenance must be in accordance with the relevant Spark Business Group technical and installation guides; current copies are available. Spark Business Group recommends that only those products, components and systems recommended by it be used. The Company will need to be satisfied that any defect in its Product is directly attributable to material or manufacture defect (and not another cause) before this warranty applies.

Where

(OEM) then the individual OEM supplier's warranty will apply.

Spark Business Group supplies product or equipment manufactured or imported by a third party Other than as expressly set out in this warranty and guarantees that cannot be excluded under The Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010) (and any other law), the Company excludes all other warranties and guarantees with regard to the Product. To the extent that it is able to do so, the Company excludes all liability for loss and damage (including consequential loss) in connection with the Product. The benefits of this warranty are in addition to other rights or remedies of the consumer under the law in relation to the goods or services to which the warranty relates.

Notification of a warranty claim must be made to the Company prior to any return, repair or modification of the Product. Unapproved repairs or modifications will void all warranties.

Where any defect or failure should ordinarily have been noticeable prior to the assembly or installation of the Product, then any warranty, repair or replacement that may apply will be based upon an unassembled and/or uninstalled Product. Any damage resulting from (however caused) impact or abrasion after assembly or installation commences is specifically excluded from all warranties. Visible damage to gelcoat surfaces must be reported prior to the commencement of assembly, or in the case of an assembled product, prior to commencement of installation and in any event within seven days of despatch of the Product from the Spark Business Group facility.

To make a claim under this warranty, you must contact Spark Business Group. All expense of claiming under the warranty will be borne by the person making the claim.

The Company may require the provision of documentation supporting the claim.

The sale, supply and warranty of the Company's Products shall be governed by the laws of South Australia and is only applicable to products purchased for use within the Commonwealth of Australia. Please contact the relevant import agent for overseas warranty details.