

TWO YEAR PRODUCT WARRANTY – NORTH AMERICA

Over the last three decades our company has established a reputation as the power conversion specialist.

A 100% Australian-owned company, we have met the needs of customers in transport and other industries through exciting, innovative thinking. We believe in total customer satisfaction and practice this by offering our customers:

- Technical advice free of jargon and free of charge
- Prompt turnaround of orders
- Friendly, personalized, professional service and product support

In the unlikely event that a technical issue arises with a REDARC product, customers are encouraged to initially contact the REDARC Technical Support Team at the phone number and e-mail listed in clause 26 for prompt and efficient diagnosis and product support.

REDARC Electronics Pty Ltd at the REDARC Trust trading as REDARC Electronics (“REDARC”) offers a warranty in respect of its Products purchased from an authorized distributor or reseller of REDARC by a person who is the original retail purchaser (“Purchaser”), on the terms and conditions, and for the duration, outlined below in this document (“Warranty”).

1. In this Warranty, the term “Products” means:

- 1.1 all new products manufactured or supplied by REDARC (excluding its solar products which are covered by REDARC’s Solar Product Warranty); and
- 1.2 any component of or accessory for any product in clause 1.1 manufactured or supplied by REDARC.

Offer and duration of product warranties

2. REDARC warrants that its Products will be free, under normal application, Installation, use and service conditions, from defects in materials and workmanship affecting normal use, for **2 years** from the date of purchase (“Warranty Period”).
3. The replacement of any component or part of your unit under warranty will not extend the period of warranty.
4. Where a Product malfunctions or becomes inoperative during the Warranty Period, due to a defect in materials or workmanship, as determined by REDARC, REDARC will, in exercise of its sole discretion, either repair or replace the defective Product.

If REDARC determines that the defective Product cannot be repaired or replaced, then REDARC will provide a refund to the Purchaser for the purchase price paid for the defective Product. REDARC will cover any shipping cost for replacement.

5. For purposes of clarity, “repair or replace the defective Product” does not include any removal or reinstallation costs or expenses, including, without limitation, any labor costs or expenses, shipping costs to return non-conforming Products or any damages that may occur during the return of Product to REDARC.
6. The remedies set forth herein constitute the exclusive and maximum liability of REDARC, to the extent permitted by applicable law, with respect to the manufacture, sale, delivery, installation, operation or use of the Products, whether arising out of contract, negligence, tort or under any warranty or other legal theory.
7. The replacement of any component or part of your unit under warranty will not extend the period of warranty.

Exclusions and limitations

8. This Warranty will not apply to, or include any defect, damage, fault, failure or malfunction of a Product, which REDARC determines, in exercise of its sole discretion, to be due to:

- 8.1 normal wear and tear or exposure to weather conditions over time;
 - 8.2 accident, misuse, abuse, negligence, vandalism, alteration or modification;
 - 8.3 used or second-hand products;
 - 8.4 non-observance of any of the instructions supplied by REDARC, including instructions concerning installation, configuring, connecting, commissioning, use or application of the Product, including without limitation choice of location;
 - 8.5 failure to ensure proper maintenance of the Product strictly in accordance with REDARC’s instructions or failure to ensure proper maintenance of any associated equipment or machinery;
 - 8.6 repairs to the Product that are not strictly in accordance with REDARC’s instructions;
 - 8.7 installation, repairs or maintenance of the Product by, or under the supervision of, a person who is not a qualified auto electrician or technician, or if non-genuine or non-approved parts have been fitted;
 - 8.8 faulty power supply, power failure, electrical spikes or surges, lightning, flood, storm, hail, extreme heat, fire or other occurrence outside the control of REDARC;
- or
- 8.9 use other than for any reasonable purpose for which the Product was manufactured.
 - 8.10 use or installation in violation of the instructions or restrictions prescribed by any applicable standard or code, including those contained in the latest National Electrical Code, Standards for Safety of Underwriters Laboratory, Inc. (UL) the American National Standards Institute (ANSI), or the Canada Standards Association (CSA).

9. REDARC shall not be liable for:

9.1 any loss of profit, direct, indirect, special, penalty, incidental, secondary, contingent or consequential damages or expenses of any kind resulting from a breach of this warranty; including without limitation damages resulting from loss of use, profits, business or goodwill, even if REDARC was advised of or was otherwise aware of the possibility of such damages.

9.2 service, labor, installation or delivery charges incurred in removing or replacing a Product.

10. Warranty claims in respect of a Product must be made in writing to REDARC and received at the postal address or email address specified in clause 26 within the Warranty Period.

Such claims must include the following:

- 10.1 details of the alleged defect or fault and the circumstances surrounding the defect or fault;
- 10.2 evidence of the claim, including photographs of the Product (where the subject of the claim is capable of being photographed);
- 10.3 the serial number of the Product, specified on the label affixed to the Product; and
- 10.4 proof of purchase documentation for the Product from an authorized distributor.
11. The return of any Products without the prior written instructions of REDARC will not be accepted by REDARC.
12. Without limiting any other clause in this Warranty, REDARC has the right to reject any Warranty claim made by a Purchaser pursuant to this Warranty where:
 - 12.1 the Purchaser does not notify REDARC in writing of a Warranty claim within the Warranty Period;
 - 12.2 the Purchaser does not notify REDARC in writing of a Warranty claim within 1 month of becoming aware of the relevant circumstances giving rise to the claim, so that any further problems with the Product are minimized;
 - 12.3 the serial number of the Product has been altered, removed or made illegible without the written authority of REDARC;
 - 12.4 the Purchaser is unable to provide proof of purchase documentation in accordance with clause 8.4 or evidence that the Product was properly installed and removed (if relevant), and

- that proper maintenance has been performed on the Product, by, or under the supervision of, a qualified auto electrician or technician, in accordance with the instructions of REDARC.
13. If the Product is found to be working satisfactorily on return to REDARC or upon investigation by REDARC, the Purchaser must pay REDARC’s reasonable costs of testing and investigating the Product in addition to shipping and transportation charges. Where REDARC is in possession of the Product, the Product will be returned to the Purchaser on receipt of the amount charged.
14. Any replaced Products or components of Products shall become the property of
15. REDARC may, in exercise of its sole discretion, deliver another type of Product or component of a Product (different in size, color, shape, weight, brand and/or other specifications) in fulfilling its obligations under this Warranty, in the event that REDARC has discontinued manufacturing or supplying the relevant Product or component, so long as the replacement Product or component performs at substantially the same level and carries out substantially the same function as the Product or component being replaced.

Other conditions of Warranty

16. If the Purchaser acquired a Product for the purpose of resupply, then this Warranty shall not apply to that Product. In particular, the sale of a Product via an online auction, online store or other internet website by a party that is not an authorized distributor or reseller of the Product will be deemed to be a resupply and will render this Warranty void.
17. A Purchaser shall only be entitled to the benefit of this Warranty after all amounts owing in respect of the Product have been paid.
18. To the maximum extent permitted by law, REDARC does not warrant that the operation of the Products will be uninterrupted or error-free.
19. To the maximum extent permitted by law, REDARC’s determination of the existence of any defect and the cause of any defect will be conclusive.
20. The agents, officers and employees of any distributor or reseller of the Products and of REDARC are not authorized to vary or extend the terms of this Warranty.
21. REDARC shall not be responsible or liable to the Customer or any third party in connection with any non-performance or delay in performance of any terms and conditions of this Warranty, due to acts of God, war, riots, strikes, warlike conditions, plague or other epidemic, fire, flood, blizzard, hurricane, changes of public policies, terrorism and other events which are beyond the control of REDARC. In such circumstances, REDARC may suspend performance of this Warranty without liability for the period of the delay reasonably attributable to such causes.
- 22. Except for the foregoing Warranty, there are no other representations, conditions or warranties express or implied with respect to the Products, including representations, conditions or warranties of merchantability, fitness for a particular purpose or non-infringement which conditions, representations and warranties are expressly disclaimed, to the extent permitted by applicable law.**
23. No agent, distributor or dealer is authorized to change, modify or extend the terms of this Warranty on behalf of REDARC.
24. REDARC reserves the right to use new, reconditioned, refurbished, repaired or remanufactured products or parts in the repair or replacement of any Product covered by this Warranty.
25. If a clause or part of a clause in this Warranty can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause in this Warranty is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Warranty, but the rest of this Warranty is not affected.

REDARC’s contact details

26. REDARC’s contact details for the sending of Warranty claims under this Warranty are:

REDARC Electronics Pty Ltd
c/o SHALLCO, INC.
308 Component Dr.
Smithfield, NC 27577
Email: power@redarcelectronics.com
Telephone: +1 (704) 247-5150 if you are calling from the USA
+52 (558) 526-2898 if you are calling from Mexico
+1 (604) 260-5512 if you are calling from Canada

(calls are answered between 8am and 5.30pm Australian Central Standard Time (ACST))

27. REDARC reserves the right to modify this Warranty from time to time and any modifications shall be effective for all orders placed on or after the effective date of such revised warranty. Some states, provinces or territories do not allow exclusion or limitation of certain types of damages, or permit limitations on the length of implied warranties, so certain of these warranty limitations may not apply to the Purchaser. This Warranty gives the Purchaser specific legal rights. The Purchaser may also have other rights which vary from state to state, province to province or territory to territory. If any term of this Warranty is held to be illegal or unenforceable, the legality and enforceability of the remaining terms shall not be effected or impaired. This Warranty allocates risk of Product failure between the Purchaser and REDARC, and REDARC’s Product pricing reflects this allocation of risk and the limitations of liability contained in this Warranty.

UNDER NO CIRCUMSTANCES SHALL REDARC’S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH A DEFECTIVE PRODUCT, IN CONTRACT, TORT OR OTHERWISE, EXCEED THE PURCHASE PRICE OF THE PRODUCT TO WHICH SUCH LIABILITY RELATES.